

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

01-0268

Please Read Application And Notes, If Any, Attached

BUILDING DEPARTMENT

PERMIT

PERMIT ISSUED
APR 17 2001
CITY OF PORTLAND

This is to certify that Drilon, Daniel & Jennifer/Bates, Steven

has permission to Build 12 x 16 deck

AT 448 Cumberland Ave

046 B003001

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

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

Notification of inspection must be given and work on permit in progress before this building or part thereof is occupied or closed-in. 24 HOUR NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. *[Signature]*

Health Dept. _____

Appeal Board _____

Other _____

Department Name

PERMIT ISSUED WITH REQUIREMENTS
[Signature]
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

PERMIT ISSUED

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 01-0268	Issue Date: APR 11	CBL: 046 B003001
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Location of Construction: 448 Cumberland Ave	Owner Name: Drilon, Daniel & Jennifer	Owner Address: 450 Cumberland Ave Apt 1	Phone: 207-775-2495
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Business Name: n/a	Contractor Name: Bauer, Steven	Contractor Address: 32 Fleetwood Portland	Phone: 2077200489
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Lessee/Buyer's Name n/a	Phone: n/a	Permit Type: Alterations - Dwellings	Zone: R-6
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Past Use: Residential / 4 units apartments <i>only 3 legal units, Allowed per microfiche</i>	Proposed Use: Residential / unit 3; 12 x 16 deck with 5' privacy walls & gate to existing fire escape. Call Daniel & Jennifer Drilon @ 775-2495	Permit Fee: \$0.00	Cost of Work: \$1,500.00
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FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: <i>R-2</i> Type: <i>503</i> PERMIT ISSUED WITH REQUIREMENTS
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Proposed Project Description:
Build 12 x 16 deck - on existing roof

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

Permit Taken By: gg	Date Applied For: 03/30/2001	Zoning Approval	
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- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>ok with conditions</i> Date: <i>4/4/01</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input checked="" type="checkbox"/> Approved <input checked="" type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <i>SEE ATTACHED</i> <i>to D.A.</i> Date: <i>4/4/01</i>
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PERMIT ISSUED WITH REQUIREMENTS

CERTIFICATION

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

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

5-16-01: left message for Owner to call @6

THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED

Minor/Minor Site Review for New Detached Single Family Dwelling,
All Purpose Building Permit Application

In the interest of processing your application in the quickest possible manner, please complete the Information below for a Building or Use Permit.

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

Location/Address of Construction: ^{APT. 3} 450 Cumberland Ave, Portland, ME 04101

Total Square Footage of Proposed Structure Square Footage of Lot

Tax Assessor's Chart, Block & Lot Number Owner: ^{Call} Daniel + Jennifer DRILON Telephone#: 775-2495
Chart# 46 Block# B Lot# 3 95 of 2/27/01

Lessee/Buyer's Name (If Applicable) Owner's/Purchaser/Lessee Address: Cost Of Work: Fee:
^{Res. all} 12 Deering St. \$ 1500 - \$
^{Res. all} Portland, ME 04101

Current use: FLAT ROOF, EXISTING Proposed use: ROOFTOP DECK
TO PLACE/BUILD 12 X 16 DECK W/5' PRIVACY WALLS +
Project description: GATE TO EXISTING FIRE ESCAPE. EXISTING ROOF IS 18' X 18'

BUILDER
Contractor's Name, Address & Telephone Rec'd By: ^{3/29} *Coyf*
Steven Bover, 22 Fleetwood, Portland, ME 04102 720-0489

A "minor/minor" site plan review is required for New Single Family Homes Only. The Site/Plot plan must be prepared and sealed by a registered land surveyor. The following must be submitted:

- 4 copies of the site/plot plan
- 1 copy of the building/construction plan on 32" x 48"
- 1 copy of the site plan/plot plan and construction/building plan on paper no larger than 11" x 17"

On all commercial/Minor & Major projects must submit the following:

- 1 copy of the site/plot plan
- 2 copy of the building/construction plan on 32" x 48"
- 1 copy of the site/plot and construction /building plan on paper no larger than 11" X 17"

Please note that single family additions and alterations may be hand drawn on regular paper and only ONE copy of the below details will still need to be submitted.

MAR 29 2001

THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED

A PLOT PLAN INCLUDES THE FOLLOWING:

- The shape and dimension of the lot, all existing buildings (if any), the proposed structure and the distance from the actual property lines. Structures include decks porches, a bow windows cantilever sections and roof overhangs, as well as, sheds, pools, garages and any other accessory structures.
- Scale and North arrow; Zoning District & Setbacks
- First Floor sill elevation (based on mean sea level datum);
- Location and dimensions of parking areas and driveways;
- Location and size of both existing utilities in the street and the proposed utilities serving the building;
- Location of areas on the site that will be used to dispose of surface water.
- Existing and proposed grade contours

A COMPLETE SET OF CONSTRUCTION DRAWINGS INCLUDES THE FOLLOWING:

- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
 - Floor Plans & Elevations
 - Window and door schedules
 - Foundation plans with required drainage and damp proofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

SEPARATE PERMITS ARE REQUIRED FOR INTERNAL & EXTERNAL PLUMBING, HVAC AND ELECTRICAL INSTALLATIONS

- All construction must be conducted in compliance with the 1999 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1999 National Electrical Code as amended by Section 6-Art III.
- HVAC (Heating, Ventilation and Air Conditioning) installation must comply with the 1993 BOCA Mechanical Code.

Certification

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

Signature of applicant: 	Date: 3-28-01
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Minor/Minor Site Review Fee: \$300.00/Building Permit Fee: \$30.00 for the 1st \$1000.cost plus \$6.00 per \$1,000.00 construction cost thereafter.

ONE SET OF SUBMISSIONS INCLUDING CONSTRUCTION AND SITE PLAN DRAWINGS MUST BE SUBMITTED ON PAPER NO LARGER THAN 11" x 17" BEFORE ANY BUILDING PERMIT WILL BE ISSUED

BUILDING PERMIT REPORT

DATE: 30 MARCH 2001 ADDRESS: 448 Cumberland Ave. CBL: 046-B-003

REASON FOR PERMIT: 12' x 16' deck

BUILDING OWNER: The Drilon's

PERMIT APPLICANT: CONTRACTOR Steven Bauer

USE GROUP: R-2 CONSTRUCTION TYPE: 5B CONSTRUCTION COST: 1,500.00 PERMIT FEES: 36.00

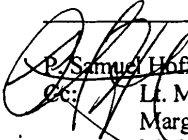
The City's Adopted Building Code (The BOCA National Building Code/1999 with City Amendments)
The City's Adopted Mechanical Code (The BOCA National Mechanical Code/1993)

CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions shall be met: 1, 2, 30
17, 18, 19, 38 #32

- 1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained.
3. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve.
4. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' O.C. between bolts.
5. Waterproofing and dampproofing shall be done in accordance with Section 1813.0 of the building code.
6. Precaution must be taken to protect concrete and masonry.
7. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed.
8. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating.
9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code.
10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
11. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level.
12. Headroom in habitable space is a minimum of 7'6".
13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise.
14. The minimum headroom in all parts of a stairway shall not be less than 80 inches.
15. The Minimum required width of a corridor shall be determined by the most restrictive of the criteria under section 1011.3 but not less than 36".
16. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue.
17. Each apartment shall have access to two (2) separate, remote and approved means of egress.
18. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closure's.
19. The boiler shall be protected by enclosing with (1) hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment.

20. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1999), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):
 - In the immediate vicinity of bedrooms
 - In all bedrooms
 - In each story within a dwelling unit, including basements
21. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. (Section 921.0)
22. The Fire Alarm System shall be installed and maintained to NFPA #72 Standard.
23. The Sprinkler System shall be installed and maintained to NFPA #13 Standard.
24. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1999)
25. Section 25 – 135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
26. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification the Division of Inspection Services.
27. Ventilation and access shall meet the requirements of Chapter 12 Sections 1210.0 and 1211.0 of the City's Building Code. (Crawl spaces & attics).
28. All electrical, plumbing and HVAC permits must be obtained by Master Licensed holders of their trade. **No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.**
29. All requirements must be met before a final Certificate of Occupancy is issued.
- X 30. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code (The BOCA National Building Code/1996).
31. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical code (The BOCA National Mechanical Code/1993). (Chapter M-16)
32. Please read and implement the attached Land Use Zoning report requirements. *see attached*
33. Boring, cutting and notching shall be done in accordance with Sections 2305.3, 2305.3.1, 2305.4.4 and 2305.5.1 of the City's Building Code.
34. Bridging shall comply with Section 2305.16.
35. Glass and glazing shall meet the requirements of Chapter 24 of the building code. (Safety Glazing Section 2406.0)
36. All flashing shall comply with Section 1406.3.10.
37. All signage shall be done in accordance with Section 3102.0 signs of the City's Building Code, (The BOCA National Building Code/1999).
38. *boards must extend to fire escape to eliminate someone falling off roof.*


 P. Samuel Hoffes, Building Inspector
 Lt. McDougall, PFD
 Marge Schmuckal, Zoning Administrator
 Michael Nugent, Inspection Service Manager

PSH 10/1/00

****This permit is herewith issued, on the basis of plans submitted and conditions placed on these plans, any deviations shall require a separate approval.**

*****THIS PERMIT HAS BEEN ISSUED WITH THE UNDERSTANDING THAT ALL THE CONDITIONS OF THE APPROVAL SHALL BE COMPLETED. THEREFORE, BEFORE THE WORK IS COMPLETED A REVISED PLAN OR STATEMENT FROM THE PERMIT HOLDER SHALL BE SUBMITTED TO THIS OFFICE SHOWING OR EXPLAINING THAT THE CONDITIONS HAVE BEEN MET. IF THIS REQUIREMENT IS NOT RECEIVED YOUR CERTIFICATE OF OCCUPANCY SHALL BE WITHHELD. (You Shall Call for Inspections)**

******ALL PLANS THAT REQUIRE A PROFESSIONAL DESIGNER'S SEAL, (AS PER SECTION 114.0 OF THE BUILDING CODE) SHALL ALSO BE PRESENTED TO THIS DIVISION ON AUTO CAD LT. 2000, DXF FORMAT OR EQUIVALENT.**

*******CERTIFICATE OF OCCUPANCY FEE \$50.00**

LAND USE - ZONING REPORT

ADDRESS: 448 Cumberland Ave DATE: 4/4/01

REASON FOR PERMIT: to Allow A 12'x16' Deck on existing roof

BUILDING OWNER: Daniel & Jennifer Dr Jan C-B-L: 046-B-003

PERMIT APPLICANT: Steven Bower

APPROVED: with conditions: #1, #7, #10, #12

CONDITION(S) OF APPROVAL

1. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
2. During its existence, all aspects of the Home Occupations criteria, Section 14-410, shall be maintained.
3. All the conditions placed on the original, previously approved, permit issued on _____ are still in effect for this amendment, and/or revised permit.
4. The footprint of the existing _____ shall not be increased during maintenance reconstruction.
5. Your present structure is legally nonconforming as to setbacks. If you are to demolish this structure on your own volition, you will only have one (1) year to replace it in the same footprint (no expansions), with the same height, and the same use. Any changes to any of the above shall require that this structure met the current zoning standards.
6. This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
7. Our records indicate that this property has a legal use of Three Dwelling units. Any change in this approved use shall require a separate permit application for review and approval.
8. Separate permits shall be required for any new signage.
9. Separate permits shall be required for future decks, sheds, pool(s), and/or garage.
10. This is not an approval for an additional dwelling unit. You shall not add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. without special approvals.
11. All of the attached Floodplain forms shall be appropriately filled out, signed, and returned prior to the issuance of any certificates of occupancy.
12. Other requirements of condition: Please reminded that #448 Cumberland Avenue is only a three unit building. If there are any extra units, the kitchen facilities shall be removed so as to eliminate confusion as to the number of legal units. This permit is not in any way legalizing any illegal units
Marge Schmuckal Marge Schmuckal, Zoning Administrator

BUILDING PERMIT INSPECTION PROCEDURES

Your Inspection team is: (2) Arthur Rowe, Steve Wentworth and Jeanie Bourke
Their telephone numbers are: Arthur – 874-8697, Steve – 874-8709, Jeanie - 874-8715

Please call them upon receipt of this permit!!

Please read and be prepared to discuss the conditions of approval that are attached to this permit!!

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. 24 Hours is marginally acceptable while 48 to 72 hours is preferred:

Preconstruction Meeting: Must be scheduled with your inspection team upon receipt of this permit. Jay Reynolds, Development Review Coordinator at 874-8632 must also be contacted at this time, before **any** site work begins.

Footing/Building Location Inspection: Prior to pouring concrete

Re-Bar Schedule Inspection: Prior to pouring concrete

Foundation Inspection: Prior to placing ANY backfill

Framing/Rough Plumbing: Prior to any insulating or drywalling

Electrical Inspection: **72 hours notice is the minimum required prior to any insulating and drywalling.**

Final/Certificate of Occupany**: Prior to any occupancy of the structure or use. NOTE: There is a \$50 fee per inspection at this point.

**Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

NEW SINGLE FAMILY AND DUPLEX CERTIFICATE OF OCCUPANCY by DRC

New Single Family and Duplex Construction, must have the following completed to receive a *Certificate of Occupancy*. Please remember if the following is not complete, the *Certificate of Occupancy* can not be issued.

Your area Inspector will coordinate with Jay Reynolds a time and date to due the final inspection. It is your responsibility to schedule with your area Building Inspector at least 48 hours in advance of the inspection time and date.

We are hoping the coordinating with Jay Reynolds in our office will help the process run smoothly during the critical crunch time that you may be under to receive the *Certificate of Occupancy*.

- The lot must be accessible and safe to the public
- The street address number must be affixed and visible from the public street
- The driveway must be paved
- The lawn must be grassed
- Two trees must be planted

If you have any questions regarding clarification of these specifications, you may contact Jay Reynolds located in the Planning Department of the 4th floor of City Hall. He may be reached at 207-874-8632.

This is the criteria that must be met for the Development Review Coordinator for the site portion of the *Certificate of Occupancy*. The building portion of the *Certificate of Occupancy* could have a different set of requirements in order to receive the *Certificate of Occupancy*. If you are not sure of who that is your area call us at 207-874-8703 and we can direct you properly.

Planning & Urban Development



Joseph E. Gray Jr.
Director

CITY OF PORTLAND

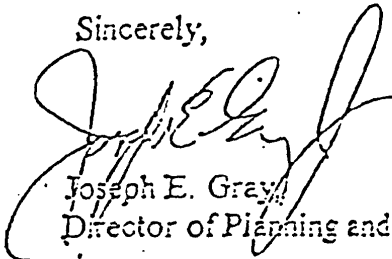
October 26, 2000

To Whom It May Concern:

The City of Portland Planning Department is attempting to notify all those proposing development within the City of a recently filed Citizen's Petition seeking a referendum to be presented to the voters. This Petition may have an impact on certain development applications filed with the City subsequent to October 16, 2000.

Attached is a copy of the Petition. Please note the retroactivity provision contained therein. You would be well advised to seek independent legal advice on how this Petition may effect your proposed development.

Sincerely,


Joseph E. Gray
Director of Planning and Urban Development

Amendments to the Portland City Code
Chapter 14, Land Use

RE: Growth Management Program and Comprehensive Plan

REAMELE: In order to preserve the integrity of its neighborhoods and protect the quality of life of its residents, the Portland City Code is hereby amended to add a new section entitled "Local Growth Management Program and Comprehensive Plan Required" to the Portland Zoning Ordinance, and to read as follows:

. Purpose: In order to identify the tools and resources to effectively plan for and manage future development, while preserving the quality of life for the City's residents, and encouraging the widest possible involvement by its residents in all aspects of the planning and implementation process, the City of Portland is required to develop and adopt a local growth management program and maintain an updated comprehensive plan consistent with M.F.S.A. Title 30-A, Sections 4301-4327.

1. Housing Plan Established as a Priority: The City of Portland is hereby required to establish as a priority the updating and revision of the housing component of the local growth management program and comprehensive plan. The development of an updated housing plan shall commence upon adoption of this ordinance by the voters of Portland. Subsequent updating shall occur whenever the Planning Board shall determine that significant changes in data identified in section 3 or other conditions has or will render the current plan inadequate. The housing component may be completed separately from and prior to completion of other components of the local growth management program and comprehensive plan.

3. Components of Local Growth Management Program and Comprehensive Plan:

(1) The local growth management program shall include an inventory of economic and demographic data; housing data; natural and marine resources including open space, recreation facilities and scenic vistas; public access to the shoreline by land or by sea; transportation infrastructure; pedestrian safety; the development of retail or commercial and public services; and other considerations as may be required by state law or which may impact the quality of life for the City's residents.

(2) The local growth management program shall include implementation plans including timelines for the comprehensive plan.

(3) The local growth management program shall include establishment of a neighborhood review process through which each neighborhood shall participate collaboratively in the review of residential development.

4. Citizen Participation Required: In order to carry out the provisions of sections 1-3, The Mayor shall nominate and the City Council shall confirm a local planning committee to be known as the Citizens' Advisory Committee, whose members shall serve for three year terms. The Citizens' Advisory Committee shall include representatives of each of the City's residential neighborhoods, as determined by the City Council, as well as representatives of the city's non-residential neighborhoods. All meetings of the Citizens' Advisory Committee shall be open to and noticed to the public; and the committee shall hold public hearings to encourage citizen input, prior to adoption of the local growth management program and comprehensive plan by the City Council.

5. Restrictions on City activity pending completion of the updated housing component of the local growth management program and comprehensive plan: Pending completion and adoption by the City Council of the updated housing component of the local growth management program and comprehensive plan, the City of Portland shall not:

(1) Issue one or more building permits for the construction of Developments, defined as: (a) new residential construction of 20 or more dwelling units located upon a single lot of record as of the effective date of this ordinance, or upon contiguous lots of record as of the effective date of this ordinance; or (b) a commercial development encompassing more than 10,000 feet of leasable commercial space located within 300 feet of any land zoned to permit residential uses;

(2) Fund by loan or grant or act as agent for funding by means of state and federal funds for the development of new residential housing within the City, provided, nevertheless that this shall not prohibit the provision by the City of funding for one-to-four family units on individual lots, nor shall this prohibit the provision of funding for rehabilitation of existing units;

(3) Amend the city's zoning ordinance insofar as such changes alter the permitted uses in or within 300 feet of any land zoned to permit residential uses.

Exception: development within the Bayside neighborhood, defined as the area bounded by Cumberland Avenue, Forest Avenue, Interstate 295 and the Franklin Arterial, is exempted from the above restrictions and prohibitions on City activity pending completion of the updated housing component of the local growth management program and comprehensive plan.

6. Effective Date. This ordinance shall become effective retroactively as of the date of filing of the affidavit pursuant to § 9-36 of the Portland City Code, setting in motion the initiative process with regard to this ordinance.

7. Existing Permits And Approvals: Existing permits for Developments, as defined above in section 5(1) shall become null and void unless:

(1) the developer received all City permits and final approvals prior to the date of filing of the affidavit pursuant to § 9-36 of the Portland City Code, setting in motion the initiative process with regard to this ordinance; and

(2) construction of the development was substantially commenced prior to the effective date of this ordinance. Any permit or application fees paid to the City for such construction or approval shall be refunded upon the request of the Applicant.

8. Severability: Each provision of this ordinance, including without limitations its application to pending proceedings, its effect on existing permits and approvals, and its applications to proposed development or zoning changes pending the completion of the housing component of the local growth management plan and comprehensive plan shall be severable. The invalidity of any provision of this amendment shall not affect the validity or enforceability of any other provision.

9. Right of the City Council to amend this ordinance:

Notwithstanding the limitations in the City's Initiative and Referendum Ordinance regarding initiated ordinances, the City Council is authorized to amend this ordinance at any time without the requirement of submission to the voters, once the City of Portland has adopted an updated housing plan for the City in a manner consistent with the provisions of M.R.S.A. Title 30-A, Sections 4301-4327."

001 10 2000 COPY

AFFIDAVIT FILED PURSUANT TO § 9-36 OF PORTLAND CITY CODE SEEKING PETITIONS FOR INITIATION OF ORDINANCE

The undersigned hereby depose and say as follows:

1. The undersigned are registered voters of the City of Portland, whose respective addresses appear below next to their names;
2. The undersigned file this affidavit for the purpose of initiating an ordinance ('the Ordinance'), the text of which is annexed to this affidavit as Exhibit A;
3. The summary to accompany the proposed ordinance, as required by § 9 37(b) of the Portland City Code, is annexed to this Affidavit as Exhibit C;
4. The undersigned will constitute the petitioners' committee for the "Campaign for a Comprehensive Plan" with respect to the Ordinance;
5. All notices to the Committee are to be sent to the following address:
 Campaign for a Comprehensive Plan
 C/O Jim Estes
 105 North St.
 Portland, Maine 04101

6. The undersigned ten (10) registered voters will constitute the Petitioners Committee. Dated at Portland, this 16th day of October, 2000.

James C. Estes 105 North St., Portland, Me 04101 James C. Estes
 (Print) Name Address Signature

Aime M. Rupp 61 Melburne St. Portland 04101 Aime M. Rupp
 (Print) Name Address Signature

Elizabeth K. Smith 42 Walnut St. Portland Elizabeth K. Smith
 (Print) Name Address Signature

MARC O F DeSalle 340 ESTEXS PRMNSH MARC O F DeSalle
 (Print) Name Address Signature

Deborah Cole 71 Walnut St, Portland Deborah Cole
 (Print) Name Address Signature

Jean McManamy 10 Willis St Portland Jean McManamy
 (Print) Name Address Signature

Joseph Pieromessi JR 61 MONTREAL ST. PORTLAND Joseph Pieromessi JR
 (Print) Name Address Signature

Janet S. E. Ham 56 Lafayette St. Portland Janet S. E. Ham
 (Print) Name Address Signature

WILLIAM R. GORHAM 34 NORTH ST. PORTLAND WILLIAM R. GORHAM
 (Print) Name Address Signature

CATHERINE Susan Link 44 Walnut - Portland CATHERINE Susan Link
 (Print) Name Address Signature

Oct 16 12 49 PM '00

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, on the southerly side of Cumberland Avenue westerly from High Street, known as 450 Cumberland Avenue, and being more particularly bounded and described as follows:

Beginning at the westerly corner of land now or formerly owned by Peter Elder;

Thence running westerly on said southerly side of Cumberland Avenue thirty-three feet (33') to a point opposite the center of the division wall of a brick block of two houses;

Thence southerly at a right angle with said Avenue, through center of said division wall, eighty-five feet (85');

Thence easterly at a right angle with said last course thirty-three feet (33') to said Elder land;

Thence northerly by said Elder land eighty-five feet (85') to the place of beginning.

Said premises are conveyed subject to and benefited by a certain Party Wall Agreement and Common Maintenance Agreement dated August 23, 1994 and recorded in the Cumberland County Registry of Deeds in Book 11599, Page 227.

Being the same premises as described in warranty deed from Ronald K. Shaw and Catherine C. Shaw to Terry A. Brochu dated March 27, 1998 and recorded in the Cumberland County Registry of Deeds in Book 13701, Page 117.

Inspection Services
P. Samuel Hoffses
Chief



Planning and Urban Development
Joseph E. Gray Jr.
Director

CITY OF PORTLAND

February 24, 1995

RE: 448-450 Cumberland Avenue
452 Cumberland Avenue

Mr. Horace W. Horton
Counselors at Law
One Monument Way
Portland, ME 04101

Dear Mr. Horton,

As you know, at its meeting of February 23, 1995, the Board of Appeals voted to grant the appeal and found that 448-450 Cumberland Avenue is a lawful nonconforming three family that has been functionally separate from the attached three family unit building at 452 Cumberland Avenue.

A copy of the Board's decision is enclosed.

Sincerely,

A handwritten signature in cursive script that reads "Marge Schmuckal".

Marge Schmuckal
Asst. Chief of Inspection Services

/el
Enclosure

cc: Joseph E. Gray, Jr., Director of Planning and Urban Development
P. Samuel Hoffses, Chief of Inspection Services
Harland Wing, Code Enforcement Officer
Carol H. Payson, 20 Winslow Road, Falmouth, ME 04105

Inspection Services
P. Samuel Hoffses
Chief



Planning and Urban Development
Joseph E. Gray Jr.
Director

CITY OF PORTLAND

February 13, 1995

448-450 & 452 Cumberland Avenue

Drummond & Drummond
Counselors at Law
One Monument Way
Portland, Maine 04101
Attn: Mr. Horace W. Horton

Dear Mr. Horton,

Receipt of your application for an Interpretation Appeal and Variance regarding the property at 448-450 & 452 Cumberland Avenue, is acknowledged.

This appeal will be scheduled for review before the Board of Appeals on Thursday evening, February 23, 1995, at 7:00 P.M. in Room 209, City Hall, Portland, Maine. You must plan to attend to answer any questions which the Board members may have concerning this appeal.

We will send you a copy of the February 23rd agenda as soon as copies become available for distribution.

Sincerely,

Marge Schmuckal
Asst. Chief of Inspection Services

/el

cc: John C. Knox, Chairman Board of Appeals
Joseph E. Gray, Jr., Director of Planning and Urban Development
P. Samuel Hoffses, Chief of Inspection Services
Charles A. Lane, Associate Corporation Counsel
Marland Wing, Code Enforcement Officer
Carol H. Payson, 20 Winslow Road, Falmouth, Me 04105

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

Location of Construction: 450 Cumberland Ave. #		Owner: Carol Payson	Phone: 781-2066	Permit No: 050097
Owner Address: Winslow Rd. Falmouth, ME 04105		Leasee/Buyer's Name:	Phone:	Business Name:
Contractor Name:		Address:		Phone:
Past Use: three dwelling	Proposed Use: three dwelling for clarification of records no alterations	COST OF WORK: \$ _____	PERMIT FEE: \$ 25.00	<div style="border: 2px solid black; padding: 5px; text-align: center;"> PERMIT ISSUED Permit Issued: FEB - 6 1995 CITY OF PORTLAND </div>
Proposed Project Description: See above		FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: Type:	
Signature:		Signature: <i>[Handwritten Signature]</i>		Zone: R-6 CBL: 46-B-3
Signature:		Signature:		Zoning Approval: 2996 # records OK - NS 2/3/95
Signature:		Signature:		Special Zone or Review: <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan <input type="checkbox"/> major <input type="checkbox"/> minor <input type="checkbox"/> am <input type="checkbox"/>
Permit Taken By: Latini		Date Applied for: 2/2/95		

This permit application doesn't preclude the Applicant(s) from meeting applicable State and Federal rules.
 Building permits do not include plumbing, septic or electrical work.
 Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.

Zoning Appeal

- Variance
- Miscellaneous
- Conditional Use
- Interpretation
- Approved
- Denied

Historic Preservation

- Not in District or Landmark
- Does Not Require Review
- Requires Review

Action:

- Approved
- Approved with Conditions
- Denied

Date: _____

CERTIFICATION

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

[Handwritten Signature]
 SIGNATURE OF APPLICANT
 AS AGENT

2/2/95

773-1990

ADDRESS:

DATE:

PHONE:

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE

PHONE:

White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector

CEO DISTRICT

5

[Handwritten Signature]

ADDRESS: 448 CUMBERLAND AVE
 PERMIT APPLICATION FOR: ROOF DECK
 BUILDING OWNER: DANIEL + JENNIFER BRIDON
 PERMIT APPLICANT: SAME
 REVIEWER: JERREY HARRIS
 DATE OF DECISION: 4/12/01

HISTORIC PRESERVATION REVIEW

Note: Your property is an individually designated landmark structure or is located within a designated historic district. As such, alterations to the building exterior or site which are visible from a public way are subject to review and approval under Article IX (Historic Preservation) of the Land Use Code. Your building or sign permit application has been reviewed to determine whether the nature or scope of the project requires review, and if so, whether it meets the standards of the historic preservation ordinance.

ACTION

Does not Require Review (e.g. Interior work only / alteration is not readily visible from a public way)

Note: this finding is based on the understanding that the application entails interior work only or that the proposed exterior alteration(s) will not be readily visible from a public way. If your project entails exterior or site alterations (including the installation of sign(s), awnings, or exterior lighting for such) these alterations must be reviewed and approved prior to commencing with the work. Contact 874-8726 for more information.

Denied Reason for Denial: _____

Approved as submitted

Approved with conditions (see below)

Conditions of Approval:

Contact Historic Preservation Staff (874-8726 or 874-8728) prior to installation of sign(s) to confirm approved location.

Your sign permit includes no reference to exterior lighting; if lighting is included, please submit information on fixtures and specifications on installation.

Other conditions:

1. USE OF SQUARED LATTICE INSTALLED IN A VERTICAL/HORIZONTAL PATTERN, NOT DIAGONAL.
2. POSTS + WALLS TO BE PAINTED WITH AN OPAQUE STAIN.
3. _____

A. Settlement Statement

U.S. Department of Housing
and Urban Development

Loan # 49970
OMB No. 2502-0265

B. Type of Loan

1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input checked="" type="checkbox"/> Conv. Unins 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins	6. File Number 2339-T	7. Loan Number 49970	8. Mortgage Insurance Case Number
---	--------------------------	-------------------------	-----------------------------------

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(P.O.C.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name/Address of Borrower: Daniel C. Drilon and Jennifer L. Drilon
12 Deering Street, Apt. 18, Portland, Maine 04101

E. Name and Address of Seller: Terry Brochu 005-74-3402
450 Cumberland Street, Portland, Maine 04102

F. Name and Address of Lender: Bath Savings Institution
P.O. Box 548, Bath, Maine 04530

G. Property Location: 450 Cumberland Street, Portland, Maine 04102

H. Settlement Agent: Royall Title Company
Agent's Address: 209 Main Street, Freeport, Maine 04032
Place of Settlement: 209 Main Street, Freeport, Maine 04032

I. Settlement Date 02/27/2001

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower	
101. Contract sales price	\$245,000.00
102. Personal property	
103. Settlement charges to Borrower (line 1400)	\$4,349.61
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/town taxes	
107. County Tax	
108. Assessments	
109.	
110.	
111.	
112.	
120. Gross Amount Due From Borrower	\$249,349.61

K. Summary of Seller's Transaction

400. Gross Amount Due To Seller	
401. Contract sales price	\$245,000.00
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/town taxes	
407. County Tax	
408. Assessments	
409.	
410.	
411.	
412.	
420. Gross Amount Due To Seller	\$245,000.00

200. Amounts Paid By Or In Behalf of Borrower

201. Deposit or Earnest Money	\$5,000.00
202. Principal Amount of New Loan	\$196,000.00
203. Existing Loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	

500. Reductions In Amount Due to Seller

501. Excess Deposit (see instructions)	
502. Settlement charges to seller (line 1400)	\$10,836.25
503. Existing Loan(s) taken subject to	
504. Banknorth Mortgage-Payoff	\$80,642.77
505. See Addendum (attached)-Payoff	\$74,992.38
506. Deposit Retained by R.E. Broker	\$5,000.00
507. Paul S. Bulger, Qualified Intermediary	\$48,705.07
508.	
509.	

Adjustments for items unpaid by seller

210. City/town taxes 12/31/00 to 02/27/01	\$470.99
211. County Tax	
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid By/For Borrower	\$201,470.99

Adjustments for items unpaid by seller

510. City/town taxes 12/31/00 to 02/27/01	\$470.99
511. County Tax	
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	\$220,647.46

300. Cash At Settlement From/To Borrower

301. Gross Amount due from Borrower (line 120)	\$249,349.61
302. Less amounts paid by/for Borrower (line 220)	\$201,470.99
303. Cash from Borrower	\$47,878.62

600. Cash At Settlement To/From Seller

601. Gross Amount due to seller (line 420)	\$245,000.00
602. Less reductions in amt due seller (line 520)	\$220,647.46
603. Cash to Seller	\$24,352.54

We, the undersigned, identified in section D hereof and Seller in section E hereof, hereby acknowledge receipt of this completed Settlement Statement on February 27, 2001.

Borrowers: Daniel C. Drilon

Jennifer L. Drilon

Sellers: Terry Brochu

Sellers:

Insecurity. Lender in good faith deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter but subject to any limitation in the Note or any limitation in this Mortgage, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and, with or without taking possession of the Property, to collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver. Lender's receipt and acceptance of any Rents shall not waive foreclosure nor in any way affect Lender's rights to collect all amounts secured by this Mortgage nor Lender's remedies for such collection.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and, with or without taking possession of the Property, to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing, may be sent by telefacsimile (unless otherwise required by law), and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Maine. This Mortgage shall be governed by and construed in accordance with the laws of the State of Maine.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time Is of the Essence. Time is of the essence in the performance of this Mortgage.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the properties. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE – CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Maine law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender

from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Compliance Default. Failure of Grantor to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RECORDATION REQUESTED BY:

Bath Savings Institution
Mortgage Loan Department
PO BOX 548
Bath, ME 04530

WHEN RECORDED MAIL TO:

Bath Savings Institution
Mortgage Loan Department
PO BOX 548
Bath, ME 04530

SEND TAX NOTICES TO:

Daniel C. Drilon and Jennifer L. Drilon
12 Deering Street #1B
Portland, ME 04101

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED FEBRUARY 27, 2001, between Daniel C. Drilon and Jennifer L. Drilon, whose address is 12 Deering Street #1B, Portland, ME 04101 (referred to below as "Grantor"); and BATH SAVINGS INSTITUTION, whose address is PO BOX 548, BATH, ME 04530 (referred to below as "Lender").

GRANT OF MORTGAGE. In consideration of the loans secured hereby and for other valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby give, grant, bargain, sell, mortgage and convey to Lender, its successors and assigns, forever, the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **located in Cumberland County, State of Maine (the "Real Property"):**

ATTACHED:

The Real Property or its address is commonly known as 450 Cumberland Street, Portland, ME 04101. The Real Property tax identification number is Map 46/Block B/Lot 3.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Grantor. The word "Grantor" means Daniel C. Drilon and Jennifer L. Drilon. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means BATH SAVINGS INSTITUTION, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated February 27, 2001, **in the original principal amount of \$196,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is March 1, 2021. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. PROVIDED, NEVERTHELESS, that if Grantor shall pay all Indebtedness secured hereby, including without limitation, all principal and interest under the terms of the Note, and shall well and truly perform the obligations contained in this Mortgage, then this Mortgage shall be null and void, otherwise to remain in full force and effect. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default or until Lender exercises its right to collect Rents as provided for in the Assignment of Rents form executed by Grantor in connection with the Property, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Maine Hazardous Waste Act, the Maine Uncontrolled Substance Site Law, or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include,

L. Settlement Charges.

700. Total Sales/brokerage commission based on price: \$245,000.00 @ 6.0000% = \$14,700.00		Paid From	Paid From
Division of Commission (line 700) as follows:		Borrower's	Sellers
		Funds at	Funds at
		Settlement	Settlement
701.	\$7,350.00 to Steve Davis Real Estate		
702.	\$7,350.00 to Coldwell Banker Harnden Beech		
703.	Commission paid at Settlement		\$9,700.00
704.	Deposit Retained by R.E. Broker \$5,000.00 poc		
800. Items Payable In Connection With Loan			
801.	Loan Origination Fee to		
802.	Loan Discount to		
803.	Appraisal Fee to Joy Gorham	\$500.00	
804.	Credit Report/Underwriting Fee \$20.00 poc to FHLMC LP Fee Pd By Lender		
805.	Lender's Inspection Fee to		
806.	Mortgage Insurance Application Fee to		
807.	Assumption Fee to		
808.	Loan Processing Fee to Bath Savings Institution	\$200.00	
809.	to		
810.	to		
811.	Flood Zone Certification to FZDS	\$21.00	
900. Items Required by Lender To Be Paid In Advance			
901.	Interest from 02/27/01 to 03/01/01 @\$48.30 /day 2 days	\$96.61	
902.	Mortgage Insurance Premium for 0 months to		
903.	Hazard Insurance Premium for 1 years to Vermont Mutual \$1,532.00 POC		
904.	0 years to		
905.	Tax Collector to City of Portland	\$1,482.00	
1000. Reserves Deposited With Lender			
1001.	Hazard Ins months @ per month		
1002.	Mortgage Ins months @ per month		
1003.	City Tax 0 months @ per month City/Town of Portland, ME		
1004.	County Tax months @ per month		
1005.	Assessments months @ per month		
1006.	months @ per month		
1007.	months @ per month		
1008.	Aggregate Adjustment	\$0.00	
1100. Title Charges			
1101.	Settlement/Closing Fee to Royall Title Company	\$200.00	
1102.	Abstract/Title Search to Royall Title Company		
1103.	Title examination to Royall Title Company	\$300.00	
1104.	Title Insurance binder to		
1105.	Document preparation to Powers & French, P.A.		\$85.00
1106.	Notary fees to		
1107.	Attorney's Fees to Jewell & Boutin, P.A.		\$500.00
	(includes above line numbers)		
1108.	Title Insurance to Lawyers Title Insurance Corporation	\$835.00	
	(includes above line numbers)		
1109.	Lender's coverage \$196,000.00 @ \$393.00 \$0.00 to Royall Title Company		
1110.	Owner's coverage \$245,000.00 @ \$442.00 \$0.00 to Lawyers Title Insurance Corporation		
1111.	to		
1112.	to		
1113.	Title Insurance Commission to Royall Title-\$542.75POC-services 1108		
1200. Government Recording and Transfer Charges			
1201.	Recording Fees: Deed \$13.00 Mtg \$21.00 Rls \$0.00	\$34.00	
1202.	City/county tax/stamps: Deed \$0.00 Mtg \$0.00		
1203.	State tax/stamps: Deed \$1,078.00 Mtg \$0.00	\$539.00	\$539.00
1204.	Recording of Assignment of Rents to Cumberland County Registry of Deeds	\$17.00	
1205.	to		
1300. Additional Settlement Charges			
1301.	Obtain/Review Survey to Northeast Civil Solutions	\$125.00	
1302.	Pest Inspection to		
1303.	US Postal Service(overnight mail) to Powers & French, P.A.		\$12.25
1304.	to		
1305.	to		
1306.	to		
1307.	to		
1308.	to		
1400.	Total Settlement Charges	\$4,349.61	\$10,836.25

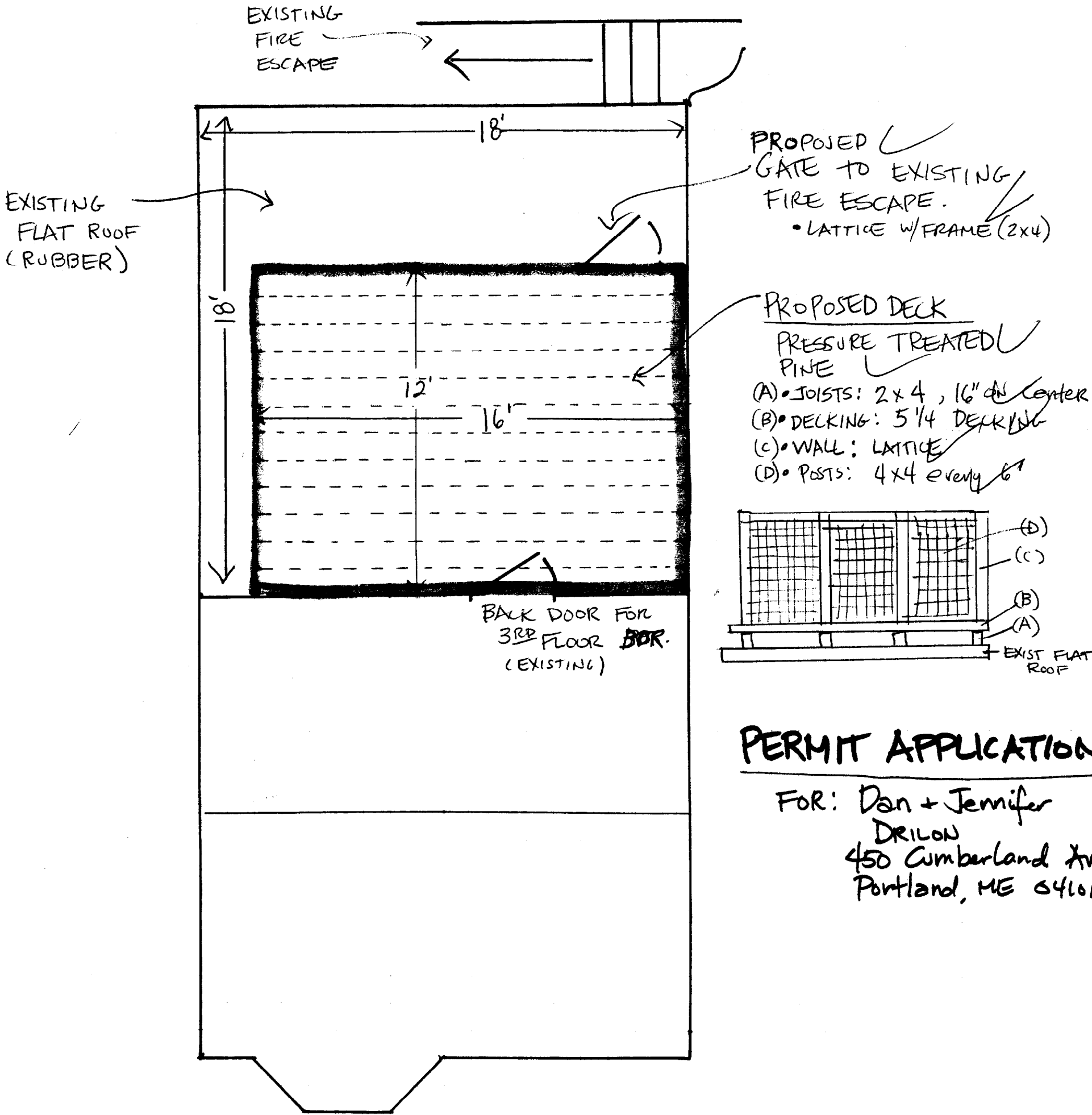
We, the undersigned, identified in section D hereof and Seller in section E hereof, hereby acknowledge receipt of this completed Settlement Statement (pages 1 and 2) on **February 27, 2001**.

Borrowers: Daniel C. Drilon Jennifer L. Drilon

Sellers: Terry Brochu

The HUD-1 settlement statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause funds to be disbursed in accordance with this statement.

Settlement Agent: _____ Date: **February 27, 2001**



PERMIT APPLICATION

FOR: Dan + Jennifer
DRILON
450 Cumberland Ave
Portland, ME 04101

← CUMBERLAND AVE →

