

# DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

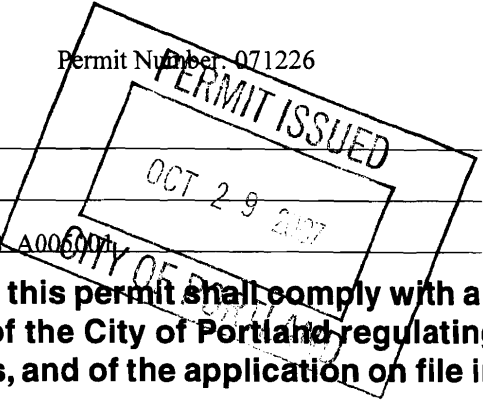
## BUILDING INSPECTION

### PERMIT



Please Read Application And Notes, If Any, Attached

Permit Number: 071226



This is to certify that Mello Ceroi / Scarecrow has permission to Change of Ownership/use- 6 unit residential to 6 unit Condominium AT 138 PARK AVE

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

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

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

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

#### OTHER REQUIRED APPROVALS

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

Thomas H. Markley 10/25/07  
Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**

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

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

Permit No: 07-1226	Issue Date:	CBL: 048 A005001
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Location of Construction: 138 PARK AVE	Owner Name: Scarecrow and the Fatman, LLC	Owner Address: 9 Drumlin Road	Phone: 207-229-4872
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Change of Ownership - Condo Conversion	Zone: R-6

Past Use: 6 unit residential	Proposed Use: 6 unit Condo - Change of Ownership/use- 6 unit residential to 6 unit Condominium	Permit Fee: \$1,350.00	Cost of Work: \$1,350.00	CEO District: 2
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*legal use: b du (per assessors pr 1957 cond)*

FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>Existing Apartments</i>	INSPECTION: Use Group: <i>R2</i> Type: <i>SB</i> <i>IBC 2003</i>
Signature: <i>Greg Cross</i>	Signature: <i>Jim 10/25/07</i>

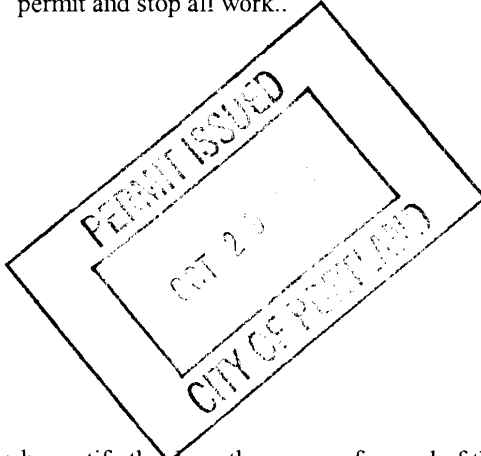
**Proposed Project Description:**  
Change of Ownership/use- 6 unit residential to 6 unit Condominium

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
Action: <input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions	<input type="checkbox"/> Denied
Signature:	Date:	

Permit Taken By: ldobson	Date Applied For: 09/28/2007	<b>Zoning Approval</b>	
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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	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland	<input type="checkbox"/> Variance	<input checked="" type="checkbox"/> Not in District or Landmark
<input type="checkbox"/> Wetland	<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Does Not Require Review
<input type="checkbox"/> Flood Zone	<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Requires Review
<input type="checkbox"/> Subdivision	<input type="checkbox"/> Interpretation	<input type="checkbox"/> Approved
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions
Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
Date: <i>10/22/07 ABM</i>	Date:	Date: <i>ABM</i>



**CERTIFICATION**

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

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

# BUILDING PERMIT INSPECTION PROCEDURES

**Please call 874-8703 or 874-8693 (ONLY )**

**to schedule your inspections as agreed upon**

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. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

**By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.**

**A Pre-construction Meeting will take place upon receipt of your building permit.**

- \_\_\_\_\_ **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/Electrical:** Prior to any insulating or drywalling
- Final/Certificate of Occupancy:** Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 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.**

\_\_\_\_\_ **CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED**

\_\_\_\_\_  
Signature of Applicant/Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Inspections Official

\_\_\_\_\_  
Date

CBL: 048 A005

Building Permit #: 07-1226

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

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

<b>Permit No:</b> 07-1226	<b>Date Applied For:</b> 09/28/2007	<b>CBL:</b> 048 A005001
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<b>Location of Construction:</b> 138 PARK AVE	<b>Owner Name:</b> Scarecrow and the Fatman, LLC	<b>Owner Address:</b> 9 Drumlin Road	<b>Phone:</b> 207-229-4872
<b>Business Name:</b>	<b>Contractor Name:</b>	<b>Contractor Address:</b>	<b>Phone:</b>
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Change of Ownership - Condo Conversion	

<b>Proposed Use:</b> 6 unit Condo - Change of Ownership/use- 6 unit residential to 6 unit Condominium	<b>Proposed Project Description:</b> Change of Ownership/use- 6 unit residential to 6 unit Condominium
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**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Ann Machado      **Approval Date:** 10/22/2007**Note:** **Ok to Issue:** 

- 1) PLEASE NOTE: Under the City's Condominium Conversion regulations, if a tenant makes a decision not to purchase their unit and also decides not to remain in the building after their notification, that tenant has the right to move without penalty. If that protected tenant is under the 80% low/moderated income limit guidelines, there is still a requirement on the owner/developer to pay that tenant relocation payments as stated in the ordinance prior to vacating the unit. That tenant has not lost any rights under this ordinance by making a choice to move and vacate their unit after notification.
- 2) This property shall remain a six family dwelling. Any change of use shall require a separate permit application for review and approval.
- 3) PLEASE NOTE: Under the City's Condominium conversion regulations, A) BEFORE a developer offers to convey a converted unit, a conversion permit shall be obtained. B) Rent may not be altered during the official noticing period unless expressly provided in a preexisting written lease. C) For a sixty (60) day period following the notice of intent to convert, the tenant has an exclusive and irrevocable option to purchase during which time the developer may not convey or offer to convey the unit to any other person. D) The developer shall post a copy of the permit in a conspicuous place in each unit, and shall make copies available to prospective purchasers upon request. E) If a tenant is eligible for tenant relocation payments, they SHALL be paid a CASH PAYMENT BEFORE the tenant is required to vacate.

**Dept:** Building      **Status:** Approved with Conditions      **Reviewer:** Tom Markley      **Approval Date:** 10/25/2007**Note:** **Ok to Issue:** 

- 1) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
- 2) Construction activity was not applied for or reviewed as a part of this permit. This permit authorizes a change in ownership ONLY.

**Dept:** Fire      **Status:** Approved with Conditions      **Reviewer:** Capt Greg Cass      **Approval Date:** 10/23/2007**Note:** **Ok to Issue:** 

- 1) The entire structure shall comply with NFPA 101 "Existing Apartments"

# All Purpose Building Permit Application

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

Location/Address of Construction: <u>138 PARK AVE PORTLAND, ME</u>		
Total Square Footage of Proposed Structure		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart#          Block#          Lot#		Owner: <u>SCARROW, The Firmen</u> Telephone: <u>207-229-4871</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>207-229-4872</u> <u>Cero Mello</u> <u>12 Abaco Drive</u> <u>Cape Elizabeth 04107</u>	Cost Of Work: \$ _____ Fee: \$ <u>900</u> C of O Fee \$ <u>450</u> Total Fees: \$ <u>1,350</u>
Current use: <u>Apartment Building</u> <span style="float: right;"><u>6 units</u></span>		
If the location is currently vacant, what was prior use: _____		
Approximately how long has it been vacant: _____		
Proposed use: <u>Condo Conversion</u>		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">                 SEP 28 2007             </div>
Project description: <u>Change Building from Apts. to Condos</u>		
Contractor's name, address & telephone: _____		
Who should we contact when the permit is ready: <u>Cero Mello</u>		
Mailing address: <u>12 Abaco Drive</u> <u>Cape Elizabeth, ME 04107</u> <u>207-229-4872</u>		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. <b>PHONE:</b> _____		

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

*I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter 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: <u>9/26/07</u>
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**This is NOT a permit, you may not commence ANY work until the permit is issued. If you are in a Historic District you may be subject to additional permitting and fees with the**

Submit with Condominium Conversion Permit Application

**Project Data:**

Address: 138 Park Ave Portland, ME

C-B-L: 048-A005

Number of Units in Building: 6

Tenant Name	Tenant Tel#	Occup. Length	Date of Notice	Eligible for \$?
Unit 1 Katherine Dives *	761-1659	11 Months	9/26/27	N/A
Unit 2 VACANT ^				
Unit 3 VACANT *				
Unit 4 VACANT *				
Unit 5 VACANT *				
Unit 6 VACANT *				
Unit 7				
Unit 8				

If more units, submit same information on all units

Length of time building owned by applicant 9/18/27

Are any building improvements, renovations, or modifications being made associated with this conversion that requires a building, plumbing, electrical, or heating permit?

YES \_\_\_\_\_ NO  (check one)

Type and cost of building improvements associated with this conversion that do not require permits:

\$ 15,000 Exterior walls, windows, doors, roof

\$ 0 Insulation

\$ 50,000 Interior cosmetics (walls/floors/hallways/refinishing, etc.)

\$ 15,000 Other (specify) Landscaping + Exterior Clean up

\* See Attached

**Tenant history for 138 Park Ave Portland, ME**

**Apartment 1:** Katherine Nieves, Phone 761-1659. We were told at closing the tenant plans to move. I called Linda Hubbard at the Portland Housing Authority (773-4753); she advised me Ms. Nieves would be moving at the end of September. I then spoke to Ms Nieves who told me she needs a larger apartment for her 4 children. She made an agreement with her previous landlord to allow her out of the lease early. Notice given 9/26 (enclosed)

**Apartment 2:** vacant upon purchase. Previous tenants were Conrad and Katherine Board. They moved without notifying previous landlord in July or August of 2007. They were on PHA and were upgraded from apartment to home. Can be verified via PHA

**Apartment 3:** vacant upon purchase. Previous tenant Heather Board. Also moved without notifying previous landlord. Daughter of apartment 2 tenant and also on PHA. She moved in with her parents at new housing. Can be verified via PHA

**Apartment 4:** vacant upon purchase. Previous tenant Nora Connolly. Proceedings started to evict for dealing drugs in late 2006. She moved voluntarily. No new address available.

**Apartment 5:** vacant since 9/2006, previous tenant Bona Nyapire. No forwarding address

**Apartment 6:** vacant since 10/2006, previous tenant Rodents Biacho. No forwarding address

**We purchase the property from Casco Holding LLC C/O Connolly Law Offices 545 Salem Street, Wakefield, MA 01880. The building was going into foreclosure due to vacancies.**

**Contact for new Owners:**

**Ceroi Mello  
12 Abaco Drive  
Cape Elizabeth, Me 04107  
207-229-4872**

**New Owners**

**Scarecrow and the Fatman, LLC  
9 Drumlin Road  
Ipswich, MA 01938**

September 26, 2007

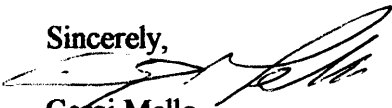
Katherine Nieves  
138 Park Ave, Apt 1  
Portland, ME 04101

Dear Katherine,

This letter is to inform you of our intent to convert 138 Park Ave Portland, ME 04101 in to condos. Even though you have notified us of your intent to move by the end of this month, we are giving you 120-day notice to vacate the apartment. You also have 60 days to purchase the apartment as is at \$140,000. If you do not buy your apartment, we are required by law to assist you in finding another place to live and in determining your eligibility for relocation payments. If you have questions about your rights under the law, or complaints about the way the developer has treated you, you may contact the building inspection Division, Department of Planning and Urban Development, City of Portland, 389 Congress street Portland, ME 04101 (Telephone 874-8703).

If you have any questions you can also reach me at 229-4872

Sincerely,



Ceroi Mello  
Partner  
Scarecrow and the Fatman LLC  
9 Drumlin Road  
Ipswich, MA 01938

Hand Delivered September 26, 2007

Initials:

KN



**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that CASCO HOLDINGS, LLC, a Massachusetts limited liability company with a place of business at 17 Bourbeau Terrace, Newburyport, Massachusetts, for consideration paid, grant to a company with a mailing address of SCARECROW AND THE FATMAN, LLC, a Massachusetts limited liability company with a principal office at 9 Drumlin Road, Ipswich, Massachusetts, with WARRANTY COVENANTS, the land in Portland, County of Cumberland and State of Maine, described below.

A certain lot or parcel of land, with the buildings thereon, situated on the southerly side of Park Avenue, in the city of Portland, County of Cumberland and State of Maine, formerly 246 and 248 Portland Street on Goodwin's Revaluation Plans of the City of Portland, 1882 and now numbered 138 and 140 Park Avenue, said lot having a frontage on Park Avenue, a uniform width of fifty (50) feet, and a depth of one hundred (100) feet southerly from the southerly line of said Park Avenue, and being Lot numbered 17 in Section P on Plan recorded in the Cumberland County Registry of Deeds in Plan Book 3, Page 37.

Being the same premises conveyed to the Grantors herein by deed of COMMON GROUND PROPERTYIES, LLC, dated September 24, 2004 and recorded in said Registry of Deeds in Book 21831, Page 209.

IN WITNESS WHEREOF, the said CASCO HOLDINGS, LLC has caused this instrument to be executed by John Connolly, Jr., its Manager thereunto duly authorized, this 31<sup>st</sup> day of August, 2007.


Susan P. Taylor  
Witness

CASCO HOLDINGS, LLC  
BY: [Signature]  
John Connolly, Jr.  
Its duly authorized Manager

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF MIDDLESEX

August 31, 2007

Then personally appeared CASCO HOLDINGS, LLC, by its duly authorized Manager, John Connolly, Jr. and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said company.

 SUSAN P. TAYLOR  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
January 16, 2009

Before me,  
Susan P. Taylor  
Susan P. Taylor, Notary Public



JUL 11 2007 9:50AM

OLD REPUBLIC TITLE

NO. 5046

P. 2

10. **RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE:** Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. **PROVISIONS:** The following items, where applicable, shall be provided as of the date of closing: estimated rent, association fees, (other items) \_\_\_\_\_, The day of closing (counted as a Seller day, delivered within such a time period, water and sewer bills be paid through the date of closing by Seller. Fuel in tank shall be paid by Buyer at each price as of date of closing. Heat meter bills shall be provided as of the date of closing (based on approximately 12 month year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a re-apportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. **PROPERTY DISCLOSURE FORM:** Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention (formerly Maine Bureau of Health) regarding hazards in private water supplies and uretic in treated wood. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

13. **DUE DILIGENCE:** Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Liasian makes no warranties regarding the condition, permitted use or value of Seller's real or personal property. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION	YES		NO		RESULTS REPORTED TO SELLER	TYPE OF INVESTIGATION	YES		NO		RESULTS REPORTED TO SELLER
	NO	YES	NO	YES			NO	YES			
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 10	days		1. Mold	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 10	days	
b. Chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10	days		2. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10	days	
c. Retentional Easement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10	days		3. Arched Treated Wood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10	days	
d. Sewage Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 10	days		4. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10	days	
e. Water Quality (including but not limited to radon, arsenic, lead, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10	days		5. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10	days	
f. Air Quality (including but not limited to radon, arsenic, lead, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10	days		6. Sealing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 10	days	
g. Ab Quality (including but not limited to radon, arsenic, lead, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10	days		7. Flood Plain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10	days	
h. Square Footage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10	days		8. Code Compliance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 10	days	
						9. Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10	days	
						10. Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within 10	days	

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies after they void the Agreement, Buyer must do so in full resolution within the time period set forth above otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of investigation (as mentioned above), Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

14. **HOME SERVICE CONTRACTS:** At closing, the property  will  will not be covered by a Home Warranty Insurance Program to be paid by  Seller  Buyer at a price of \$ 0.00

15. **FINANCING:** This Agreement  is  is not subject to financing. If subject to financing:

- This Agreement is subject to Buyer obtaining a non-contingent loan of \$ 21,000 % of the purchase price at an interest rate not to exceed 6.99% and amortized over a period of 30 years.
- Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within 3 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within 21 days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three business days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
- Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's licensee.
- After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two business days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- Buyer agrees to pay no more than 0 points. Seller agrees to pay up to 5 points toward Buyer's actual pre-paid, points and/or closing costs, but no more than allowable by BUYER'S lender.

July 2006

Page 2 of 4 - P&S

OLD REPUBLIC TITLE

Printed with eForm™ by Old Republic, LLC 14005 Pleasant Hill Road, Boston Town, ME, 04016

138 001 0700

JUL 11 2007 9:50AM

OLD REPUBLIC TITLE

NO. 5046

P. 3

Buyer's ability to obtain financing  is  is not subject to the sale of another property. See addendum Yes  No .  
 Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing and this Agreement shall no longer be subject to Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

16. AGENCY DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Buyer and Spouse Seller of Old Republic Title Agency is  Buyer Agent  Dual Agent  Transaction Broker  
 Licensee Agency  
 Buyer and Spouse Seller of Old Republic Title Agency is  Buyer Agent  Dual Agent  Transaction Broker  
 Licensee Agency

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

17. MEDIATION: Except as provided below, any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Multiple Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction. However, neither dispute subject to the jurisdiction of a court will be handled in that forum.

18. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

19. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless obtained herein. This Agreement completely expresses the obligations of the parties.

20. HEREBY ASSIGNED: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assignee of the Buyer.

21. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

22. ADDENDA: Lead Paint -  Yes  No; Other -  Yes  No

Explain: \_\_\_\_\_  
 The Property Disclosure Form is not an addendum and not part of this Agreement.

23. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property  does  does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has been or malfunctioned within 180 days prior to closing.

24. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their spouse. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated. Licensee is authorized to complete Electronic Data on Page 1 of this Agreement. Except as expressly set forth to the contrary, the term of "by (date)" or "within \_\_\_ day(s)" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 pm. Eastern Time on the last day thereof.

25. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensee attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

26. OTHER CONDITIONS: The building will be free of all tenants at time of closing.

27. At time of closing, the house will be in broom clean condition, the lot will be free of all trash and debris, and the basement will be completely clear of all debris and personal property.

July 2006

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Buyer's Signature

Seller's Signature

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128 Park Avenue

JUL 11 2007 9:50AM

OLD REPUBLIC TITLE

NO. 5046 P. 4

A copy of this Agreement is to be provided by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a binding contract and shall be governed according to the laws of Maine.

Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Service.

Buyer acknowledges that Maine law requires recording in town of the property and any back up offers to be submitted by the listing agent to the Seller.

Buyer's Mailing address is \_\_\_\_\_

BUYER: [Signature] DATE: 7/6/07 BUYER: [Signature] DATE: 7/9/07  
Charles Mallo Charlotte Burtas

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency's commission for services as specified in the listing agreement.

Seller's Mailing address is 17 Broad Street, Lewiston, ME  
SELLER: [Signature] DATE: \_\_\_\_\_

COUNTER OFFER: Seller agrees to sell on the terms and conditions as detailed hereto with the following changes and/or conditions:

The parties acknowledge that as it signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) \_\_\_\_\_ (time) \_\_\_\_\_ AM \_\_\_\_\_ PM.

SELLER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

The Buyer hereby accepts the counter offer set forth above.

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

EXTENSION: The time for the performance of this Agreement is extended until \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_



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Form 4 of 4 - FGS

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