

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 07-0984	Issue Date:	CBL: 048 E006001
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Location of Construction: 124 SHERMAN ST	Owner Name: MCGARVEY MARY F	Owner Address: 124 SHERMAN ST	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Legalization of Non-Conforming Units	Zone:

Past Use: Residential - 2 Legal units and one non-legal	Proposed Use: 3 Residential units - Legalize one unit for a total of 3 Residential units	Permit Fee: \$75.00	Cost of Work: \$300.00	CEO District: 2
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WITHDRAWN

Proposed Project Description: Legalize one unit for a total of 3 Residential units	FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: _____ Type: _____
	Signature: _____	Signature: _____

Permit Taken By: Idobson	Date Applied For: 08/14/2007	Zoning Approval	
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<ol style="list-style-type: none"> 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 Minor MM Date: _____	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 type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: _____
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WITHDRAWN

CERTIFICATION

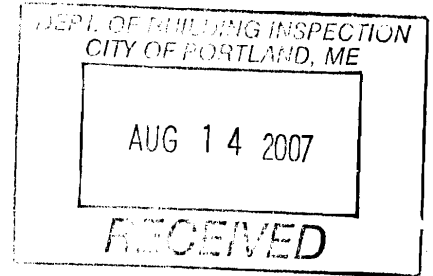
I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, 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
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RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE	DATE	PHONE
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Zoning Division
Marge Schmuckal
Zoning Administrator

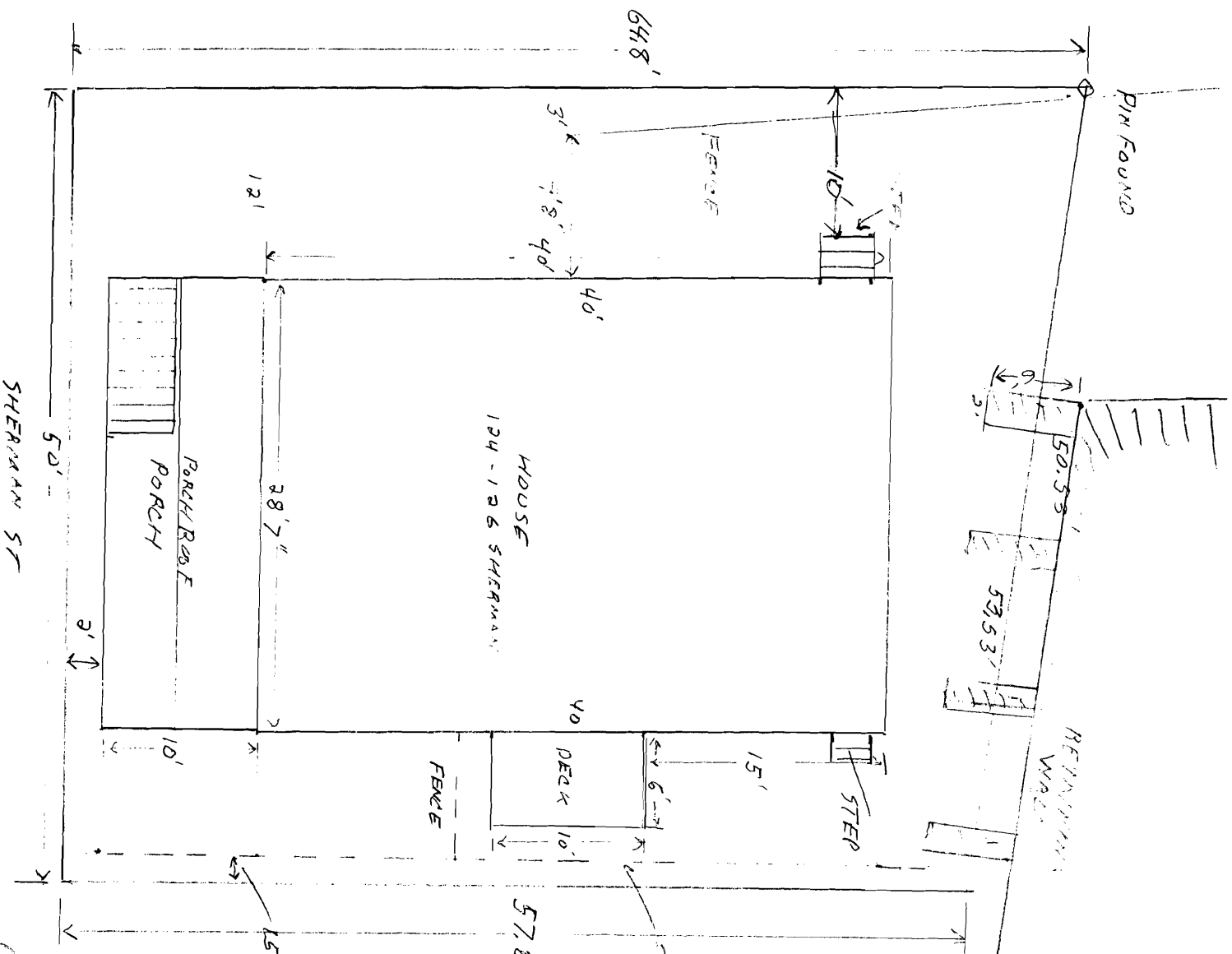
Department of Planning & Development
Lee Urban, Director



CITY OF PORTLAND

**APPLICATION FOR
LEGALIZATION OF NONCONFORMING DWELLING UNITS
Section 14-391 – In effect March 24, 2004**

Location/Address of Legalization: <u>124-126 SHERMAN ST. PORTLAND, MAINE</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>48</u> Block# <u>E</u> Lot# <u>6</u>	Owner: <u>Mary Theresa McGarvey</u> Telephone: <u>774-8948</u> Address: <u>124 SHERMAN ST. PORTLAND, ME 04101</u>
Contact name, address & telephone if different than above: <u>Phillip & Jenny Tutrow</u> <u>85 MARKET ST. Apt. 408</u> <u>PORTLAND, ME 04101</u> phone #: <u>423-9135</u>	Cost of Work: \$ _____ Fee: \$ <u>300.00</u> \$300 per legalized unit & \$75 per C of O
Current # of legal D.U. <u>2</u>	Requested # of units To be legalized: <u>1</u> Total bldg. units: <u>3</u>
Attach evidence that each requested unit to be legalized existed as of 4/1/95: List evidence that you are submitting: <u>- Assessor's Records, permits-work and affidavits.</u> <u>- Added information - Deed, purchase & sale agreement.</u>	
Attach evidence that the current owner/applicant neither constructed nor established the non-conforming dwelling units to be legalized: List evidence that you are submitting: <u>The PROPERTY is UNDER CONTRACT to sell. OWNER FOR the PAST 48 years is requesting the buyers & Applicants HAVE APPROVAL of 3rd UNIT. Has been 3 UNIT FOR 20 years.</u>	
I hereby certify that I am the Owner of record of the above 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: <u>Phillip E. Tutrow</u>	Date: <u>8/13/07</u>
This is NOT a permit, you may not commence ANY work until the permit is issued.	



SCALE 1" = 10'

8-13-07

Handwritten signature

TOTAL BUILDING (rounded)	3160

Second Floor			
	2.0 x	12.0	24.00
0.5 x	2.0 x	2.0	2.00
0.5 x	2.0 x	2.0	2.00
	28.0 x	40.0	1120.00
Third Floor			
	24.0 x	26.0	624.00
	12.0 x	18.0	216.00
	2.0 x	12.0	24.00
11 Areas Total (rounded)			3160

First Floor		GBA1	
	2.0 x	12.0 =	24.00
0.5 x	2.0 x	2.0 =	2.00
0.5 x	2.0 x	2.0 =	2.00
	28.0 x	40.0 =	1120.00
Area total (rounded) =			1148

Second Floor		GBA2	
	2.0 x	12.0 =	24.00
0.5 x	2.0 x	2.0 =	2.00
0.5 x	2.0 x	2.0 =	2.00
	28.0 x	40.0 =	1120.00
Area total (rounded) =			1148

Third Floor		GBA3	
	24.0 x	26.0 =	624.00
	12.0 x	18.0 =	216.00
	2.0 x	12.0 =	24.00
<i>outside: DECK 10 x 4 APX</i>			
Area total (rounded) =			864

PART	LETTER	BLOCK	LOT	UNIT NO.	CARD NUMBER	NUMBER	STREET NAME	CLASS	STREET CODE	STREET NO.	LAND USE	ROUTE
48	-	E	006	001	01 of 01	124	Sherman St.	RE	1569	0124	13	104

OWNER & MAILING ADDRESS
 CGARVEY RALPH J &
 ARY F JTS
 24 SHERMAN ST
 ORTLAND ME 04101

LEGAL DESCRIPTION
 8-E-6
 SHERMAN ST 124-126
 930SF

PLANNING UNITS	ZONE	NC	NEIGHBORHOOD	PARTIAL	ACCOUNT NO.	FRAME NUMBER	PLANNING DISTRICT
003	R6	[]	102	-	M36960	-	12

LAND DATA & COMPUTATIONS

TYPE	N	ACTUAL FRONTAGE	EFFECTIVE FRONTAGE	EFFECTIVE DEPTH	ACTUAL UNIT PRICE	DEPTH FACTOR	EFFECTIVE UNIT PRICE	INFLUENCE FACTOR	LAND VALUE
1 Regular Lot	L	2930			0.00			[] 0%	
2 Apartment Site	L							[] %	
	L							[] %	
1 Primary Site	S 1	2930			0.00			[] 0%	
2 Secondary Site	S							[] %	
3 Undeveloped	S							[] %	
4 Residential	A							[] %	
5 Waterfront	A							[] %	
1 Primary Site	A							[] %	
2 Secondary Site	A							[] %	
3 Undeveloped	A							[] %	
4 Marshland	A							[] %	
5 Waterfront	A							[] %	

TYPE	S	SQUARE FEET
1 Irregular Lot	S	
2 Site Value	G	

PROPERTY FACTORS							
TOPOGRAPHY	411	UTILITIES	421	STREET/ROAD	441	TRAFFIC	
TREET	1	ALL PUBLIC	1	PAVED	1	LIGHT	1
TREET	2	PUBLIC WATER	2	SEMI-IMPROVED	2	MEDIUM	2
TREET	3	PUBLIC SEWER	3	UNPAVED	3	HEAVY	3
	4	GAS	4	PROPOSED	4	NONE	4
	5	WELL	5	CURB & GUTTER	5		
	6	SEPTIC	6	SIDEWALK	6		
	7	NONE	7	ALLEY	7		
	8		8	NONE	8		

MEMORANDUM
 1st - 3 bdim - 300sq ft total - daughter
 2nd - 2 bdim - owners.
 Agric APT - NO RENT - SON electric heat. 2 bdim
 2 FURNACES

VALUE SUMMARY		PREVIOUS ASSESSMENT	
LAND		LAND	10670
BUILDING		BUILDING	41970
TOTAL		TOTAL	52640
EXEMPT		EXEMPT	

SALES DATA				
MO	YR	TYPE	AMOUNT	SOURCE
200				
201				
202				

TYPE	VALIDITY CODES
1 Land	B Valid Sale
2 Land and Buildings	A. Relative Sale
3 Building	B. Intra Corporation
	C. Included Excessive Personal Property
	D. Changed After Sale/Assmt.
	E. To or From Government
	F. Transfer of Convenience
	G. Partial Sale of Assessed Unit
	H. Court Order Decree
	I. Bankruptcy Proceeding
	J. Undivided Interest
	K. To or From Non-Profit Organization
	L. Repossession/Sale of Foreclosed Property
	M. Zoning Change
	N. Other

106	ENTRANCE CODES	INFO CODES
1	Entrance and Signature Gained	1 Owner
2	Entrance Gained	2 Tenant
3	Not Applicable, Unimproved Parcel	3 Other
4	Entrance and Information Refused	
5	Entrance Refused, Information at Door	
6	Currently Unoccupied	
7	Estimated for Miscellaneous Reasons (See Memorandum)	
8	Occupant Not at Home	

SIGNATURE BY OWNER OR AGENT BELOW INDICATES DATA ON THIS FORM WAS COLLECTED IN YOUR PRESENCE. IT DOES NOT MEAN THAT YOU HAVE VERIFIED THE INFORMATION HEREON.

SIGNATURE: *Kim LeKeborn*

DATE INSPECTED: 4/21/90
 COLLECTOR: [Signature]

REASON	DATE	REVIEWER
951		GO
961		
971		

ETE 505-533

VACANT DWELLING OTHER

STORY HEIGHT
1.0 1.5 2.0 2.5 3.0

EXTERIOR WALLS
FRAME 4 BLOCK 7 STONE
BRICK 5 STUCCO 8 ASBESTOS
MAS. & FRAME 6 ALUM./VINYL 9 CONCRETE

STYLE
RAISED RANCH 7 CONDO 13 MANSION
PLIT LEVEL 8 CONTEMP. 14 GAMBREL
RANCH 9 TOWNHSE/ROW 15 GARRISON
APE 10 COTTAGE 16 OTHER
ILD STYLE 11 BUNGALOW
OLONIAL 12 DUPLEX

AGE
CTED 1 796 EST. | REMODELED 19 ___

LIVING ACCOMMODATIONS
TOTAL ROOMS 14 BED ROOMS 06 FAMILY ROOMS 0
HALLS 3 HALF BATHS 0 ADD'L FIXT. 2 TOTAL FIXT. 13

KITCHEN REMODELED NO YES NO. BATH REMODELED NO YES NO

BASEMENT
NONE CRAWL PART FULL

HEATING
NONE BASIC CENTRAL AIR COND.

HEATING FUEL TYPE
1 NONE 2 GAS 3 ELEC 4 OIL 5 COAL 6 SOLAR

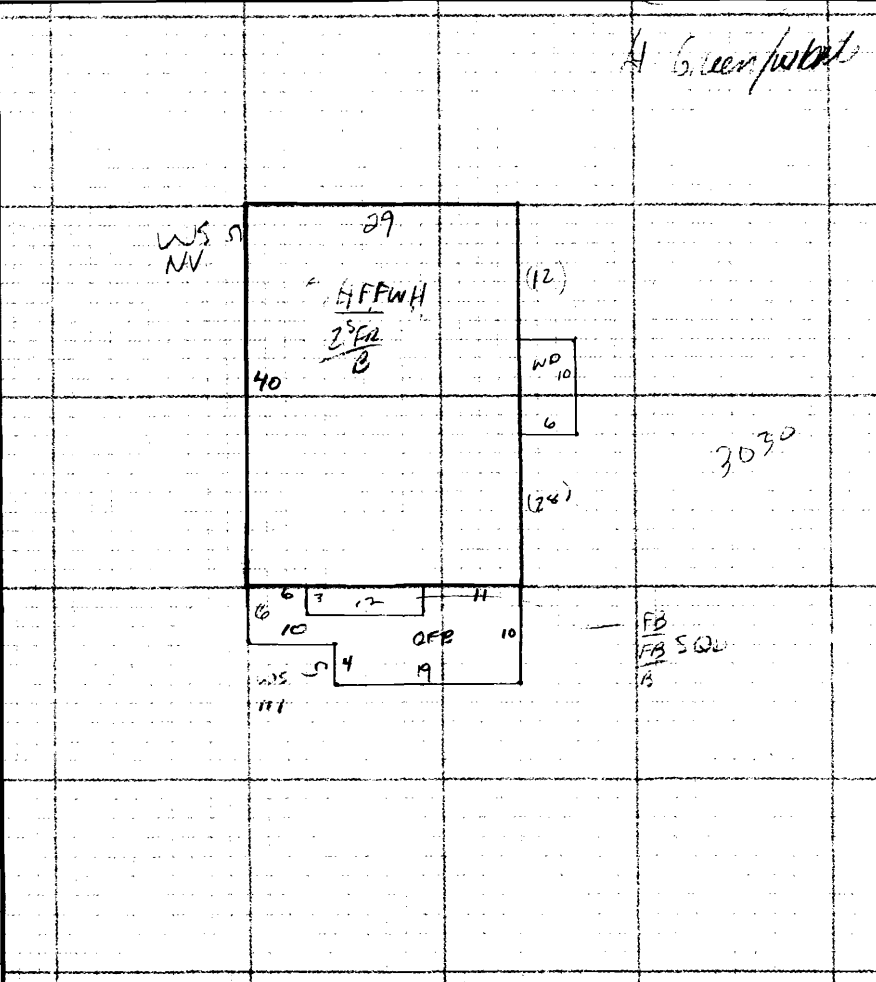
HEATING SYSTEM TYPE
1 NONE 2 WARM AIR 3 ELEC 4 HOT WATER 5 STEAM + Elec.
ATTIC

INTERIOR CONDITION
1 BETTER 2 SAME 3 POORER

PHYSICAL CONDITION
X 2 GD 3 AV 4 PR 5 PR 6 VP 7 UN

LA

CONDO VEL ___ 518 CONDO TYPE 1-INTERIOR 2-CORNER



NOTES

471 _____

472 _____

473 _____

474 _____

BUILDING PERMIT RECORD

NUMBER	DATE	AMOUNT	DESCRIPTION
461			
462			
463			
464			
465			

599 DELETE 601-608 ADDITIONS

ADD	CD	LWR	1ST	2ND	3RD	AREA
601	A1	---	---	---	3L	---
602	A2	---	1L	---	---	---
603	A3	50	15	15	---	---
604	A4	---	---	---	---	---
605	A5	---	---	---	---	---
606	A6	---	---	---	---	---
607	A7	---	---	---	---	---
608	A8	---	---	---	---	---

OTHER FEATURES

BRICK TRIM _____

STONE TRIM _____

REC ROOM _____

FIN. BSMT LIVING AREA _____

WB FP: STACKS L OPENINGS 2 _____

METAL FP: STACKS _____ OPENINGS _____

WOOD COAL BURNING _____

BSMT GARAGE NO. OF CARS _____

UNFINISHED AREA (-) _____ %

UNHEATED AREA (-) _____ %

GROUND FLOOR AREA _____

GRADE FACTOR AA A B C O E []

JUST & DESIGN FACTOR 4.05 % MF

MARKET ADJUSTMENT _____ %

RESIDENTIAL		POOLS		ADDITION CODES						DWELLING COMPUTATIONS																												
RC1 Carport	RC2 Canopy	RG1 Frame/CB Detached Garage	RG2 Brick/Stone Detached Garage	RS1 Frame Shed	RS2 Metal Shed	RP1 Plastic Liner	RP2 Prefabricated Vinyl	RP3 Reinforced Concrete	RP4 Fiberglass	RP5 Gunite	10 1s Frame	11 OFF	12 EFP	13 Frame Garage	14 Frame Utility	15 Frame Bay	16 Frame OH	17 1/2s Frame	18 Unfin. Attic	19 Fin. Attic	20 1s Mas	21 OMP	22 EMP	23 Mas. Garage	24 Mas. Utility	25 Mas. Bay	30 Carport	31 Wood Deck	32 Canopy	33 Conc. Patio	34 Stone Patio	35 Mas. Stoop	36 Att. Greenhouse	50 Unfin. Bsmt.	99 Misc. Value	___ STORY ___	___ SF	
799 DELETE 801-810 OTHER BUILDINGS & YARD IMPROVEMENTS																																						
TYPE	CODE	QTY	YR	SIZE	G	COND	RATE	BASE VALUE	MA	MOD CODES	TRUE VALUE																											
801																																						
802																																						
803																																						
804																																						
810	MISCELLANEOUS IMPROVEMENTS																																					
800	1 SEE DETAILED CARD 2 SEE DETAILED REPORT																																					

BASE PRICE

BASEMENT -

HEATING ±

PLUMBING ±

ATTIC +

ADDITIONS +

OTHER FEATURES ±

SUB TOTAL

x GRADE FACTOR x

x C & D FACTOR x

= BASE VALUE

x MARKET ADJ. x

= TRUE VALUE

TOTAL GROSS VALUE _____



General Building Permit Application

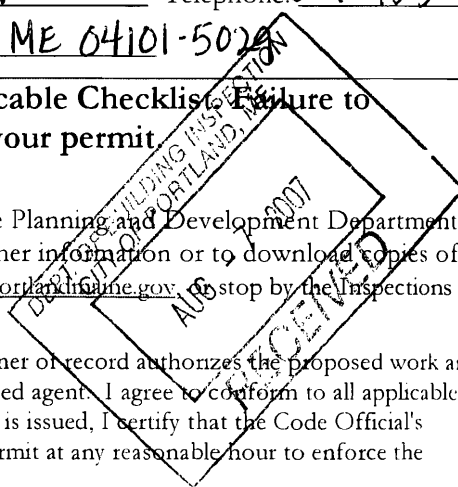
If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>124¹²⁶ Sherman Street, Portland, ME 04101</u>		
Total Square Footage of Proposed Structure/Area		Square Footage of Lot <u>2930</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>48 - E - 6</u>	Applicant * must be owner, Lessee or Buyer * Name <u>Phillip Tuttrow</u> Address <u>85 Market St., Apt. 408</u> City, State & Zip <u>Portland, ME 04101-5029</u>	Telephone: <u>207-423-9135</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>Mary F. McGarvey</u> Address <u>124 Sherman St.</u> City, State & Zip <u>Portland, ME 04101</u>	Cost Of Work: \$ <u>4,500.00</u> C of O Fee: \$ _____ Total Fee: \$ <u>4</u>
Current legal use (i.e. single family) <u>Three Family</u> If vacant, what was the previous use? _____ Proposed Specific use: _____ Is property part of a subdivision? _____ If yes, please name _____ Project description: <u>Replace existing deck boards. Replace current railing with 42" railing. Build two sets of stairs with railings from deck to ground, including a middle platform. Re-support existing structure as needed to code.</u>		
Contractor's name: <u>Randy Perkins/ Perk's Peak Construction Company</u> Address: <u>11 Perks Peak Road</u> City, State & Zip <u>Windham, ME 04062</u> Telephone: <u>207-838-8643</u> Who should we contact when the permit is ready: <u>Phillip Tuttrow</u> Telephone: <u>207-423-9135</u> Mailing address: <u>85 Market St., Apt 408, Portland, ME 04101-5029</u>		

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

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.



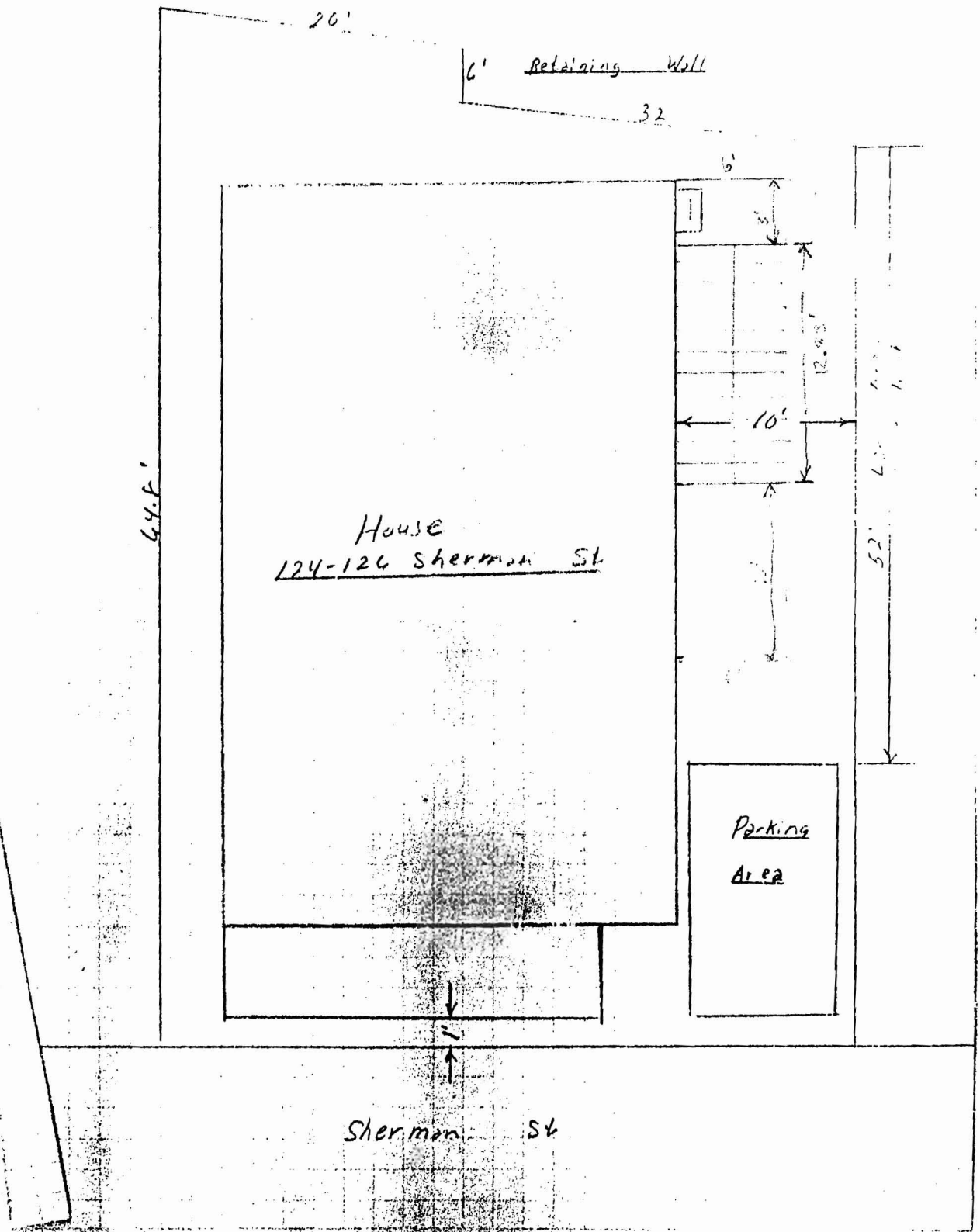
Signature: Phillip E. Tuttrow Date: 8/7/07

This is not a permit; you may not commence ANY work until the permit is issued.

124-126

Sherman St - 7/10/64-

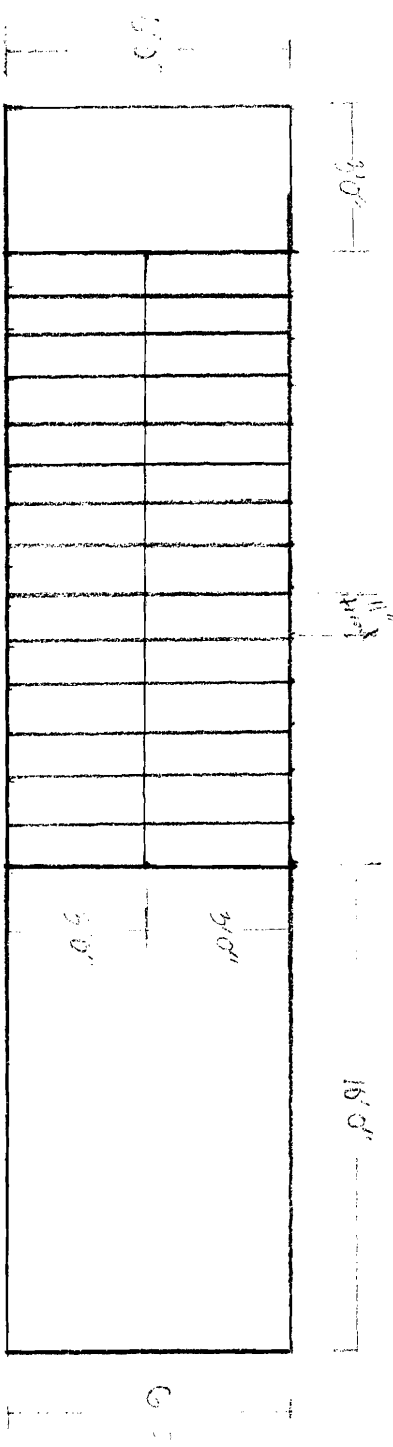
Allan



STAIRS

there is 7"
the width is 36"

each tread is 11"





CITY OF PORTLAND, MAINE
Department of Building Inspections

_____ 7-7 _____ 20 07

Received from B. H. S. L. 4-5000

Location of Work 184 W. ...

Cost of Construction \$ _____

Permit Fee \$ 70

Building (IL) Plumbing (I5) Electrical (I2) Site Plan (U2)

Other _____

CBL: 10026

Check #: 1001 Total Collected \$ 70.00

THIS IS NOT A PERMIT

No work is to be started until PERMIT CARD is actually posted upon the premises. Acceptance of fee is no guarantee that permit will be granted. PRESERVE THIS RECEIPT. In case permit cannot be granted the amount of the fee will be refunded upon return of the receipt less \$10.00 or 10% whichever is greater.

WHITE - Applicant's Copy
YELLOW - Office Copy
PINK - Permit Copy

PERK'S PEAK CONSTRUCTION CO

11 Perk's Peak Road
Windham, ME 04062
207-838-8643

Mrs. Mary T. McGarvey
124 Sherman Street
Portland, ME 04101

Work to be completed at 124 Sherman Street, Portland:

- Replacc existing deck boards with pressure treated lumber
- Replace lattice work with 42" railing to code, maximum 4" spacing
- Build 2 sets of stairs with railing from deck to ground including middle platform with pressure treated lumber to code
- Re-support existing deck structure as needed to code
- Obtain all necessary permits from the City of Portland

Work will start Thursday, August 9, 2007, weather permitting and will be completed no later than August 24, 2007.

Copy of Builder's Risk insurance policy to be provided to owner of 124 Sherman Street prior to start of work.

Payment to be received no later than August 28, 2007 → *at closing* *MTM*

Total

\$4,500.00

Randy Perkins

Randy Perkins, Contractor

Date

8/8/07

Mary T. McGarvey

Mary T. McGarvey

Date

8/8/07

Warranty Deed

FROM

ROBERT R. FOSS ET AL

TO

RALPH J. MCGARVEY ET AL

Dated _____, 1962

State of Maine.

ss. Registry of Deeds

Received **FEB 14 1962** 19_____

at _____ H., _____ M., _____ M., and

recorded in Book _____ Page _____

ATTEST:

REGISTER

FROM THE OFFICE OF

Linnell, Perkins, Thompson, Hinckley
& Thaxter
192 Middle Street
Portland, Maine

L. L. MARTIN, PORTLAND, ME.—OFFICE FURNITURE AND SUPPLIES
TYPEWRITERS, ADDING MACHINES, FILING CABINETS, SAFES, ETC.

MARTIN'S FORM NO. 1 — STANDARD REGISTRY FORM

2-14

Know All Men by These Presents,

That we, ROBERT R. FOSS and FRANCES FOSS, both of Portland in the County of Cumberland and State of Maine,

in consideration of One Dollar (\$1.00) and other valuable considerations,

paid by RALPH J. McGARVEY and MARY F. McGARVEY, both of Westbrook in said County and State,

the receipt whereof we **do hereby acknowledge, do hereby give, grant, bargain, sell and convey** unto the said RALPH J. McGARVEY and MARY F. McGARVEY, as joint tenants and not as tenants in common, their

heirs and assigns forever, a certain lot or parcel of land, with the buildings thereon, situated in said Portland, and bounded and described as follows:

Beginning at a point on the southerly side line of Sherman Street and distant three hundred (300) feet westwardly from the westerly side line of Mellen Street; thence running westwardly by said Sherman Street, fifty (50) feet to a stake; thence southwardly at right angles to said Sherman Street, fifty-seven and six-tenths (57.6) feet to land now or formerly of F. Haskell; thence eastwardly, by the line of said Haskell, and land now or formerly owned by S. F. Haggett, fifty and fifty-three one-hundredths (50.53) feet to a stake; thence northwardly on a line forming a right angle with the southerly side line of said Sherman Street, sixty-four and eight-tenths (64.8) feet to the point of beginning; being lot number eleven (11) in Block N on Plan recorded in Cumberland County Registry of Deeds in Plan Book 3, Page 37.

Excepting and reserving, however, from the above described premises a certain lot or parcel of land conveyed by said Stephen Concannon et al to Aaron Davidson by deed dated March 9, 1951 and recorded in said Registry of Deeds in Book 2035, Page 298.

Being the same premises conveyed to the Grantors herein by Stephen Concannon et al by deed dated December 8, 1954, and recorded in said Registry of Deeds in Book 2210, Page 64.

County and State,

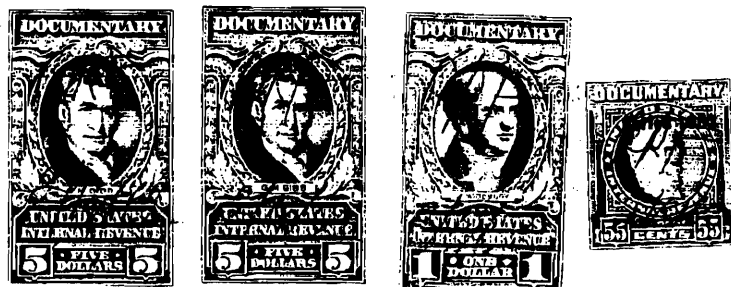
the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said RALPH J. McGARVEY and MARY F. McGARVEY, as joint tenants and not as tenants in common, their

heirs and assigns forever, a certain lot or parcel of land, with the buildings thereon, situated in said Portland, and bounded and described as follows:

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Excepting and reserving, however, from the above described premises a certain lot or parcel of land conveyed by said Stephen Concannon et al to Aaron Davidson by deed dated March 9, 1951 and recorded in said Registry of Deeds in Book 2035, Page 298.

Being the same premises conveyed to the Grantors herein by Stephen Concannon et al by deed dated December 8, 1954, and recorded in said Registry of Deeds in Book 2210, Page 64.



~~wife~~ ~~of the said~~

joining in this deed as Grantor , and
relinquishing and conveying all right by descent and all other
rights in the above described premises, have hereunto set our
hands and seals this 14th day of February
in the year of our Lord one thousand nine hundred and sixty-two.

Signed, Sealed and Delivered
in presence of

Gladys A. Conatelle
Chas Thomas

Robert B. Foss
Frances Foss



State of ~~Maine~~. CUMBERLAND ss. February 14 19 62 .

Personally appeared the above named ~~Robert B. Foss and~~ Frances Foss

her and acknowledged the foregoing instrument
to be ~~their~~ free act and deed.

Before me,

Chas Thomas

Justice of the Peace
Notary Public

My Commission Expires
February 21, 1963

FEB 14 1962

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 3 H 40 M, and recorded in

BOOK 2658 PAGE 123 *Seward P. Thayer* Register



privileges and appurtenances thereof, to the said RALPH J. MCGARVEY and MARY F. MCGARVEY, as joint tenants and not as tenants in common, their

heirs and assigns, to and their use and behoof forever.

And we do covenant with the said Grantees, their heirs and assigns, that we are lawfully seized in fee of the premises, that they are free of all incumbrances; except as aforesaid;

that we have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons, except as aforesaid.

In Witness Whereof we, the said ROBERT R. FOSS and FRANCES FOSS, being husband and wife, each

and

wife of the said

joining in this deed as Grantor, and relinquishing and conveying all right by descent and all other rights in the above described premises, have hereunto set our hands and seals this 14th day of February in the year of our Lord one thousand nine hundred and sixty-two.

Signed, Sealed and Delivered in presence of

Gladys A. Conatelle

Robert R. Foss



PURCHASE AND SALE AGREEMENT

July 15, 2007

<p>7-16-07</p> <p>Effective Date is defined in Paragraph 24 of this Agreement.</p>	Effective Date
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1. PARTIES: This Agreement is made between Phillip B Tuttle, Jenny L Tuttle ("Buyer") and Mary F. McGarvey ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of: If "part of" see para. 26 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 124 Sherman Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 2413, Page(s) 327.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pump and electrical fixtures are included with the sale except for the following: No exceptions

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: No exception

4. PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost, in "as is" condition with no warranties: Two washing machines, two dryers, three stoves and three refrigerators

Seller represents that such items shall be operational at the time of closing, except: No exceptions

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 290,000.00. Buyer has made; or will make within 3 business days of the date of this offer, a deposit of earnest money in the amount of \$ 5,000.00. If said deposit is to be made after the submission of this offer and is not made by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being made will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ _____ will be paid _____ . Failure by Buyer to make this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

6. EARNEST MONEY/ACCEPTANCE: Assist 2 Sell ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until July 16, 2007 (date) 5 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on August 28, 2007 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

October 2006 Page 1 of 4 - P&S Buyer(s) Initials PTJ Seller(s) Initials MTM
 Kollar Williams 30 Sewall Rd, Floor 2, Portland ME 04103 Phone: (207) 552-2638 Fax: (207) 479-9810 Phillip B. Tuttle
 Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com

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 PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) None. The day of closing is counted as a Seller day. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Fuel in tank shall be paid by Buyer at cash price as of date of closing. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal 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 reapportionment 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 arsenic in private water supplies and arsenic 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. Licensee makes no warranties regarding the condition, permitted use or value of Sellers' 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
a.	General Building		<input checked="" type="checkbox"/>		Within 14 days	j.	Lead Paint		<input checked="" type="checkbox"/>		Within ___ days
b.	Asbestos Treated Wood			<input checked="" type="checkbox"/>	Within ___ days	k.	Asbestos Treated Wood		<input checked="" type="checkbox"/>		Within ___ days
c.	Environmental Scan			<input checked="" type="checkbox"/>	Within ___ days	l.	Pests		<input checked="" type="checkbox"/>		Within ___ days
d.	Sewage Disposal			<input checked="" type="checkbox"/>	Within ___ days	m.	Pool		<input checked="" type="checkbox"/>		Within ___ days
e.	Water Quality (including but not limited to radon, arsenic, lead, etc.)			<input checked="" type="checkbox"/>	Within ___ days	n.	Zoning		<input checked="" type="checkbox"/>		Within ___ days
f.	Water Quantity			<input checked="" type="checkbox"/>	Within ___ days	o.	Habitat Review		<input checked="" type="checkbox"/>		Within ___ days
g.	Air Quality (including but not limited to asbestos, radon, etc.)		<input checked="" type="checkbox"/>		Within 14 days	p.	Flood Plain		<input checked="" type="checkbox"/>		Within ___ days
h.	Other			<input checked="" type="checkbox"/>	Within ___ days	q.	Code Conformance		<input checked="" type="checkbox"/>		Within 14 days
						r.	Insurance		<input checked="" type="checkbox"/>		Within 14 days
						s.	Other		<input checked="" type="checkbox"/>		Within 21 days

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 other than voiding the Agreement, Buyer must do so to 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(s) 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 \$ _____

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

a. This Agreement is subject to Buyer obtaining a conventional loan of 97.000 % of the purchase price, at an interest rate not to exceed 6.750 % and amortized over a period of 30 years.

b. 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.

c. Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within 20 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.

d. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's licensee.

e. 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.

f. Buyer agrees to pay no more than --- points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.

- g. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
- h. Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and 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:

Kathryn Wallingford of Assist to Sell is a Seller Agent Buyer Agent
Licensee Agency Disc Dual Agent Transaction Broker

Corki Gray of Keller Williams Realty is a Seller Agent Buyer Agent
Licensee Agency Disc Dual Agent Transaction Broker

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 Maine 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 first 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. Earnest money disputes subject to the jurisdiction of small claims 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 contained herein. This Agreement completely expresses the obligations of the parties.

20. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns 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: Multi family

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/has not 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 licensee. 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 Effective Date on Page 1 of this Agreement. Except as expressly set forth to the contrary, the use of "by (date)" or "within x days" 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 p.m. Eastern Time on the last day counted.

25. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, 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: Seller agrees to allow the buyer to show the units to prospective tenants at reasonable times during the term of this contract.

A copy of this Agreement is received by all parties and, by signature, receipt ... a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed 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 Services.

Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is 85 Market Street, Apt. 408, Portland, ME 04101

BUYER Phillip E Tuttraw 07/15/07 DATE BUYER Jenny I Tuttraw 7.15.07 DATE
Phillip E Tuttraw Jenny I Tuttraw

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 a commission for services as specified in the listing agreement.

Seller's Mailing address is 124 Sherman Street, Portland, ME 04101

SELLER Mary F. McGarvey 7/16/07 DATE SELLER _____ DATE
Mary F. McGarvey

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

The parties acknowledge that until 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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