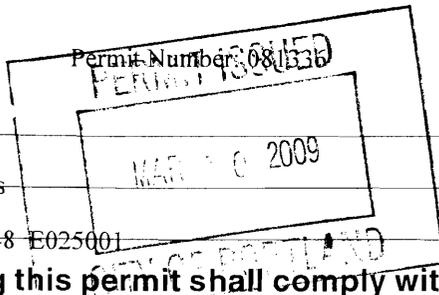
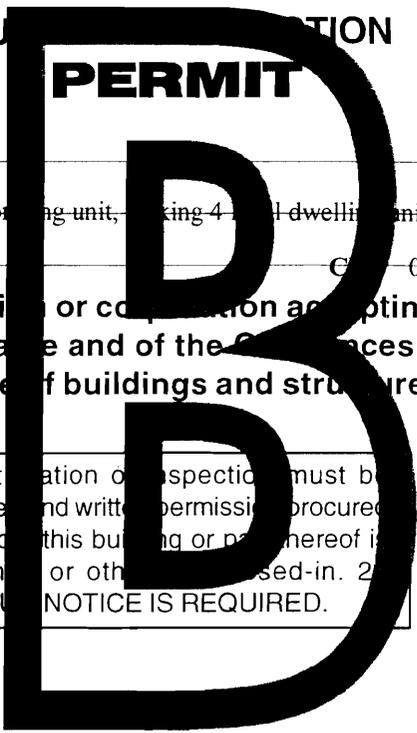


# DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

## BUILDING DEPARTMENT

### PERMIT



Please Read Application And Notes, If Any, Attached

This is to certify that HOGAN MOLLY J

has permission to Legalization of one non conforming unit, making 4 total dwelling units

AT 56 MELLEEN ST City of Portland 048 E025001

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 lath or other closed-in. 2 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. CAPT. K. Gauthier

Health Dept. \_\_\_\_\_

Appeal Board \_\_\_\_\_

Other \_\_\_\_\_

Department Name

*[Signature]*  
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: 08-1336	Issue Date: 3/10/09	CBL: 048 E025001
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Location of Construction: 56 MELLEEN ST	Owner Name: HOGAN MOLLY J	Owner Address: 63 FRANCES ST	Phone: 207-775-6452
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Legalization of Non-Conforming Units	Zone: R-6

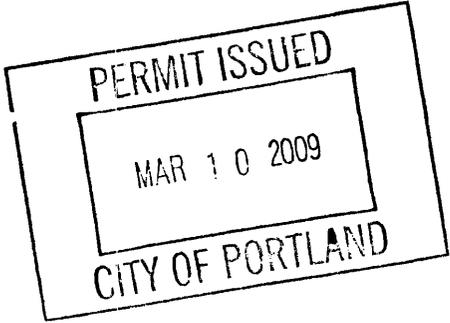
Past Use: Three Unit	Proposed Use: Three Unit - Legalization of one non conforming unit, making 4 legal dwelling units	Permit Fee: \$375.00	Cost of Work: \$0.00	CEO District: 2
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied * See Conditions	INSPECTION: Use Group: R-2 Type: 5B DBL-2003	

Proposed Project Description: Legalization of one non conforming unit, making 4 legal dwelling units	Signature: <i>(Signature)</i>	Signature: <i>(Signature)</i> 3/10/09
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: lmd	Date Applied For: 10/20/2008	<b>Zoning Approval</b>
-------------------------	---------------------------------	------------------------

1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
2. Building permits do not include plumbing, septic or electrical work.
3. 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..

<b>Special Zone or Reviews</b> <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 checked="" type="checkbox"/> MM <input type="checkbox"/> OK w/ conditions Date: 1/28/09 <i>(Signature)</i>	<b>Zoning Appeal</b> <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:	<b>Historic Preservation</b> <input checked="" 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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**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

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

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

<b>Permit No:</b> 08-1336	<b>Date Applied For:</b> 10/20/2008	<b>CBL:</b> 048 E025001
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<b>Location of Construction:</b> 56 MELLEN ST	<b>Owner Name:</b> HOGAN MOLLY J	<b>Owner Address:</b> 63 FRANCES ST	<b>Phone:</b> 207-775-6452
<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> Legalization of Non-Conforming Units	

<b>Proposed Use:</b> Four Unit - Legalization of one non conforming unit, making 4 legal dwelling units	<b>Proposed Project Description:</b> Legalization of one non conforming unit, making 4 legal dwelling units
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<b>Dept:</b> Zoning	<b>Status:</b> Approved with Conditions	<b>Reviewer:</b> Ann Machado	<b>Approval Date:</b> 01/28/2009
<b>Note:</b>			<b>Ok to Issue:</b> <input checked="" type="checkbox"/>
1) With the issuance of this permit and the certificate of occupancy, this property shall remain a four family dwelling. Any change of use shall require a separate permit application for review and approval.			
2) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.			
<b>Dept:</b> Building	<b>Status:</b> Approved with Conditions	<b>Reviewer:</b> Chris Hanson	<b>Approval Date:</b> 03/10/2009
<b>Note:</b>			<b>Ok to Issue:</b> <input checked="" type="checkbox"/>
1) All existing code violations must be corrected prior of C of O issuance.			
2) This is a Legalization of Use permit. It does NOT authorize any construction activities.			
<b>Dept:</b> Fire	<b>Status:</b> Approved with Conditions	<b>Reviewer:</b> Capt Keith Gautreau	<b>Approval Date:</b> 03/05/2009
<b>Note:</b>			<b>Ok to Issue:</b> <input checked="" type="checkbox"/>
1) Do not issue the C of O until the violations that Ben wrote up are addressed.			

<b>Comments:</b>
10/24/2008-amachado: Application is complete, Gave notice of neighboring properties to Gayle.
11/19/2008-amachado: Received life-safety compliance sheet from Ben Wallace. Approved with conditions.
12/9/2008-amachado: Spoke to Jon Rioux. Told him that we needed the housing code compliance sheet from him. He said that he would get to it.
1/28/2009-amachado: Received housing sheet from Jon Rioux.





**CITY OF PORTLAND**

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

Location/Address of Legalization: 56 Nellen St.

Tax Assessor's Chart, Block & Lot  
Chart# 48 Block# E Lot# 25  
Owner: Molly Anderson (Hogan) Telephone: 775-6452  
Address: 63 Frances St. Portland, ME 04102

Contact name, address & telephone if different than above: Oct 20 2003  
Cost of Work: \$ 300.00  
Fee: \$ 75.00  
\$300 per legalized unit & \$75 per C of O

Current # of legal D.U. 3 Requested # of units  
To be legalized: 1 Total bldg. units: 4

Attach evidence that each requested unit to be legalized existed as of 4/1/95:  
List evidence that you are submitting:  
Portland Street Directory - 1985

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:  
Purchase + Sale agreement (seller's disclosure) April 2000 - relevant info highlighted  
leases for apartments #1-4 between previous owner + occupants 1999/2000

*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: Molly Anderson Date: 10/20/08

**This is NOT a permit, you may not commence ANY work until the permit is issued.**



# PORTLAND MAINE

*Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov*

Lee Urban- Director of Planning and Development  
Marge Schmuckal, Zoning Administrator

## LEGALIZATION OF NONCONFORMING DWELLING UNITS FOR OFFICE USE ONLY

Address & CBL: 56 Melken St. 48-E-025

Notices to owners of properties situated within 300 feet sent on: sent to Bayle 10/24/08, sent 11/12/08

City Housing Ordinance compliance given on: 10/27/08 to Jon received: 1/28/09 approved w/cond. fees

City NFPA compliance given on: 10/27/08 to Captain Cass received: 11/17/08 approved w/cond. fees

Received any letters within 10 days from notices sent? no

Unit(s) existed prior to April 1, 1995? Portland Street Directory 1985

Unit(s) shown to be established by different owner? purchase & sales agreement - 4/19/2000 - 4 units

Site plan included: yes

Floor plans included? yes

Is ZBA action required? no



10/27/08  
to Jan Rioux

**CITY OF PORTLAND**

**CITY OF PORTLAND HOUSING CODE  
DWELLING UNIT COMPLIANCE**

Section 14-391 of the Land Use Ordinance allows illegal nonconforming dwelling units to become legalized thru a given process. Part of this process is that the dwelling unit(s) that are requested to be legalized must comply or be able to comply with the City of Portland's Housing Code PRIOR to issuing the requested permit.

Please return this form to the Zoning Administrator (Marge Schmuckal) as to compliance or the ability to comply with these codes.

**Location:** S 6 Mellen St 48-E-025

**Owner:** Molly Anderson (Hosen)

**Address of Owner:** 63 Francis St, Portland ME 04102 **Telephone:** 775-6452

**Applicant information if different than above:**

**Current number of legal units:** three (3)

**Number of units to be legalized:** one (1)

total: four (4)

**Comments of approval or disapproval (list any and all conditions):**

11/19/08 Inspected all four (4) units. 36" guard needed on 3rd flr. secondary stairwell. Patch all through-penetations in basement, window repair and/or replacement, repair 2 sink. Det on 3rd flr, and action plan for egress emergency through the FD. JAR 01-21-09 Violations corrected JAR

**Signature:** [Signature] **Date:** 01/28/09



10/27/08  
to Captain Cass

**CITY OF PORTLAND**

**NFPA LIFE SAFETY CODE – FIRE PREVENTION CODE  
DWELLING UNIT COMPLIANCE**

Section 14-391 of the Land Use Ordinance allows illegal nonconforming dwelling units to become legalized thru a given process. Part of this process is that the dwelling unit(s) that are requested to be legalized must comply or be able to comply with the NFPA Life Safety Code – Fire Prevention Code PRIOR to issuing the requested permit.

Please return this form to the Zoning Administrator (Marge Schmuckal) as to compliance or the ability to comply with these codes.

**Location:** 56 Mellen St. 48-E-025

**Owner:** Molly Anderson (Hosm)

**Address of Owner:** 63 Fancus Street, Portland ME 04102 Telephone: 775-6452

**Applicant information if different than above:** \_\_\_\_\_

**Current number of legal units:** three (3)

**Number of units to be legalized:** one (1)

total: four (4)

**Comments of (approval) or disapproval (list any and all (conditions)):**

See Urban.

**Signature:** Bj Awallf **Date:** 11/19/08

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

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

<b>Permit No:</b> 08-1336	<b>Date Applied For:</b> 10/20/2008	<b>CBL:</b> 048 E025001
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<b>Location of Construction:</b> 56 MELLEEN ST	<b>Owner Name:</b> HOGAN MOLLY J	<b>Owner Address:</b> 63 FRANCES ST	<b>Phone:</b> 207-775-6452
<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> Legalization of Non-Conforming Units	

<b>Proposed Use:</b> Three Unit - Legalization of one non conforming unit, making 4 legal dwelling units	<b>Proposed Project Description:</b> Legalization of one non conforming unit, making 4 legal dwelling units
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<b>Dept:</b> Zoning	<b>Status:</b>	<b>Reviewer:</b> Ann Machado	<b>Approval Date:</b>	<b>Ok to Issue:</b> <input type="checkbox"/>
<b>Note:</b>				
<b>Dept:</b> Building	<b>Status:</b> Pending	<b>Reviewer:</b>	<b>Approval Date:</b>	<b>Ok to Issue:</b> <input type="checkbox"/>
<b>Note:</b>				
<b>Dept:</b> Fire	<b>Status:</b> Approved with Conditions	<b>Reviewer:</b> Ben Wallace Jr.	<b>Approval Date:</b>	<b>Ok to Issue:</b> <input checked="" type="checkbox"/>
<b>Note:</b>				
1) Guard required around top of spiral stair in unit 3. 2) Smoke detector required in unit 2. Must be hardwired with battery back up. Installed on an interior wall 4-12 inches from the ceiling or on the ceiling at least 4 inches from a wall. 3) Smoke detectors in unit 3 on 3rd floor must be maintained. Suggest tamper resistant detectors with hush button. 4) All fire doors must be self-closing. Unit 4 and unit 3 on the 3rd floor. 5) Heating unit in unit 2 must be plugged directly into outlet. All outlets must be secured and covered. 6) Boiler protection required. Sprinkler head over hot water heater in basement. 7) 60-minute fire door assembly required between unit 4 and basement space.				

<b>Comments:</b> 10/24/2008-amachado: Application is complete, Gave notice of neighboring properties to Gayle.
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**From:** Gayle Guertin  
**To:** Ann Machado; Marge Schmuckal  
**Date:** 11/10/2008 12:38:43 PM  
**Subject:** legalization of non conforming units

The abutters notices for the following legalization of non-conforming dwelling units..... will be sent out on Wednesday, November 12, 2008.

Thanks Gayle

107 Pleasant Ave. CBL 131 L007  
109 Pleasant Ave. CBL 131 L006  
32 Ellsworth St. CBL 054 C005  
56 Mellan St. CBL 048 E025

**IMPORTANT NOTICE FROM CITY OF PORTLAND  
ZONING DIVISION**

**TO RESIDENTS AND PROPERTY OWNERS  
IN THE VICINITY OF**

**Issues:** Molly Anderson (Hoson), owner~~s~~ of the property located at 56 Miller Street, <sup>has</sup> ~~have~~ submitted an application to legalize <sup>one</sup> existing non-conforming dwelling unit for a total of <sup>four</sup> dwelling units within this building. The legalization may be permitted if the applicant can meet the requirements allowed under Section 14-391 of the Zoning Ordinance.

**Feedback:** If you have any objection to the above permit application, you must submit your opposition in writing within ten (10) days of this notice to: City of Portland Zoning Administration City Hall - Room 315-389 Congress Street Portland, Maine 04101

**FOR MORE INFORMATION**

For more information you may contact Marge Schmuckal, Zoning Administrator, at (207) 874-3695. The office hours are 8:00am to 4:00pm weekdays.

THIS IS NOT A BOUNDARY SURVEY

**INSPECTION OF PREMISES**

I HEREBY CERTIFY TO Old Port Title Co.  
First Mass. Bank and its Title Insurer

56 Mellen Street  
Portland, Maine

Job Number: 350-02  
Inspection Date: 05-25-00  
Scale: 1" = 20'

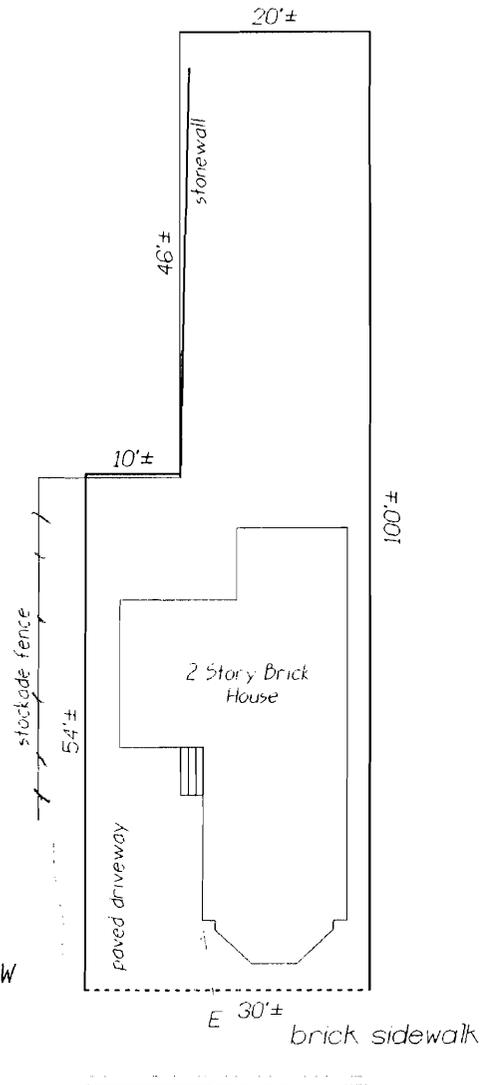
The monumentation is ~~not~~ in harmony with current deed description.

The building setbacks are ~~not~~ in conformity with town zoning requirements.

The dwelling does not ~~appear~~ to fall within the special flood hazard zone as delineated by the Federal Emergency Management Agency.

The land does not ~~appear~~ to fall within the special flood hazard zone as indicated on community-panel # 230051 0013 B.

BUYER: Molly Hogan  
SELLER: Scott Lindsay



Mellen Street  
(bituminous)

THIS PROPERTY IS SUBJECT TO ALL RIGHTS AND EASEMENTS OF RECORD. THOSE THAT ARE EVIDENT ARE SHOWN. THIS PLAN MIGHT NOT REVEAL CONFLICTS WITH ABUTTING DEEDS.

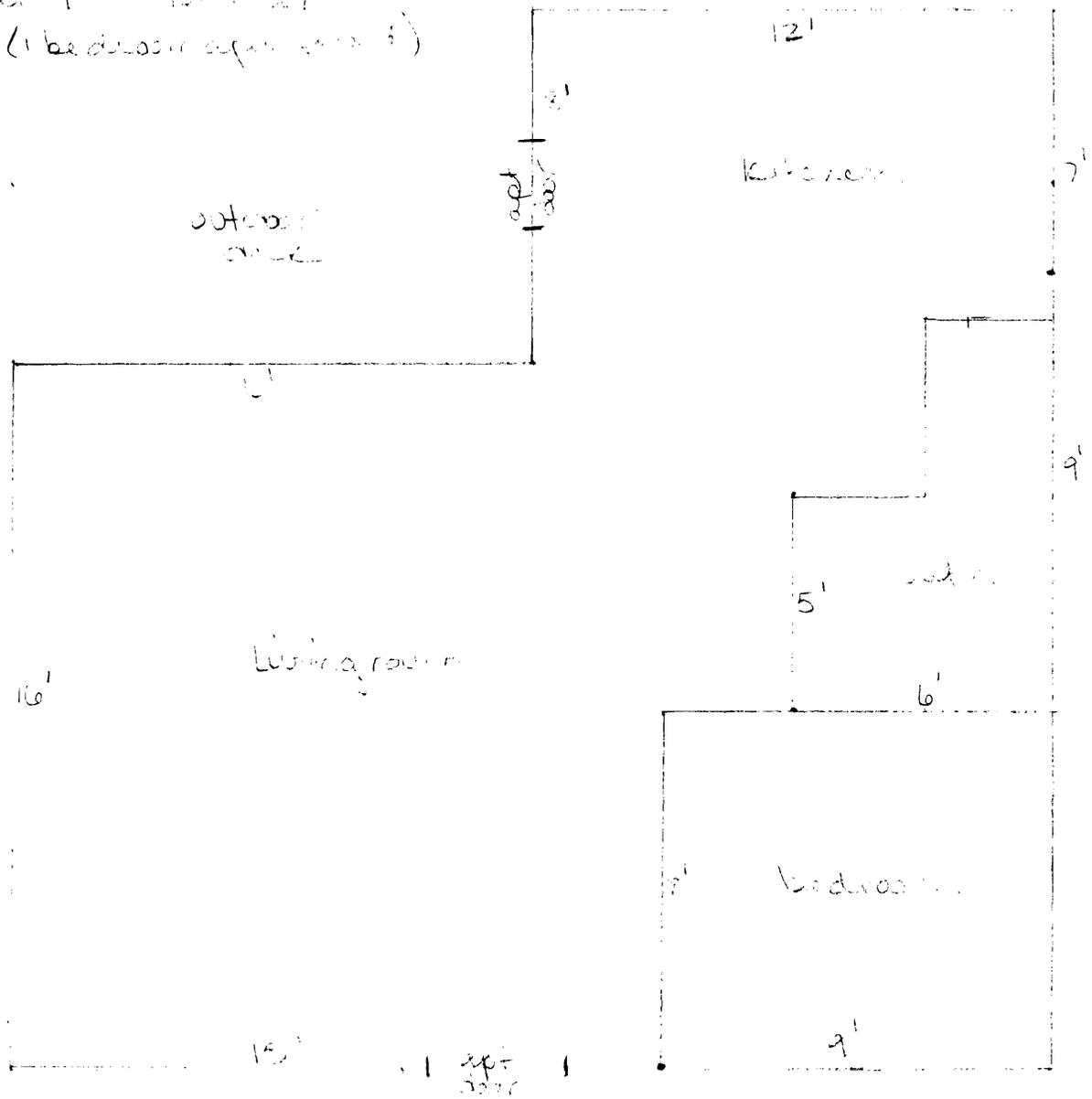
**BRUCE R. BOWMAN, INC.**  
P.O. Box 12 A  
Cumberland, Maine 04021  
Phone: (207) 829-3959  
Fax: (207) 829-3522



PLAN BOOK 7563 PAGE 23 LOT \_\_\_\_\_  
DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ COUNTY Cumberland

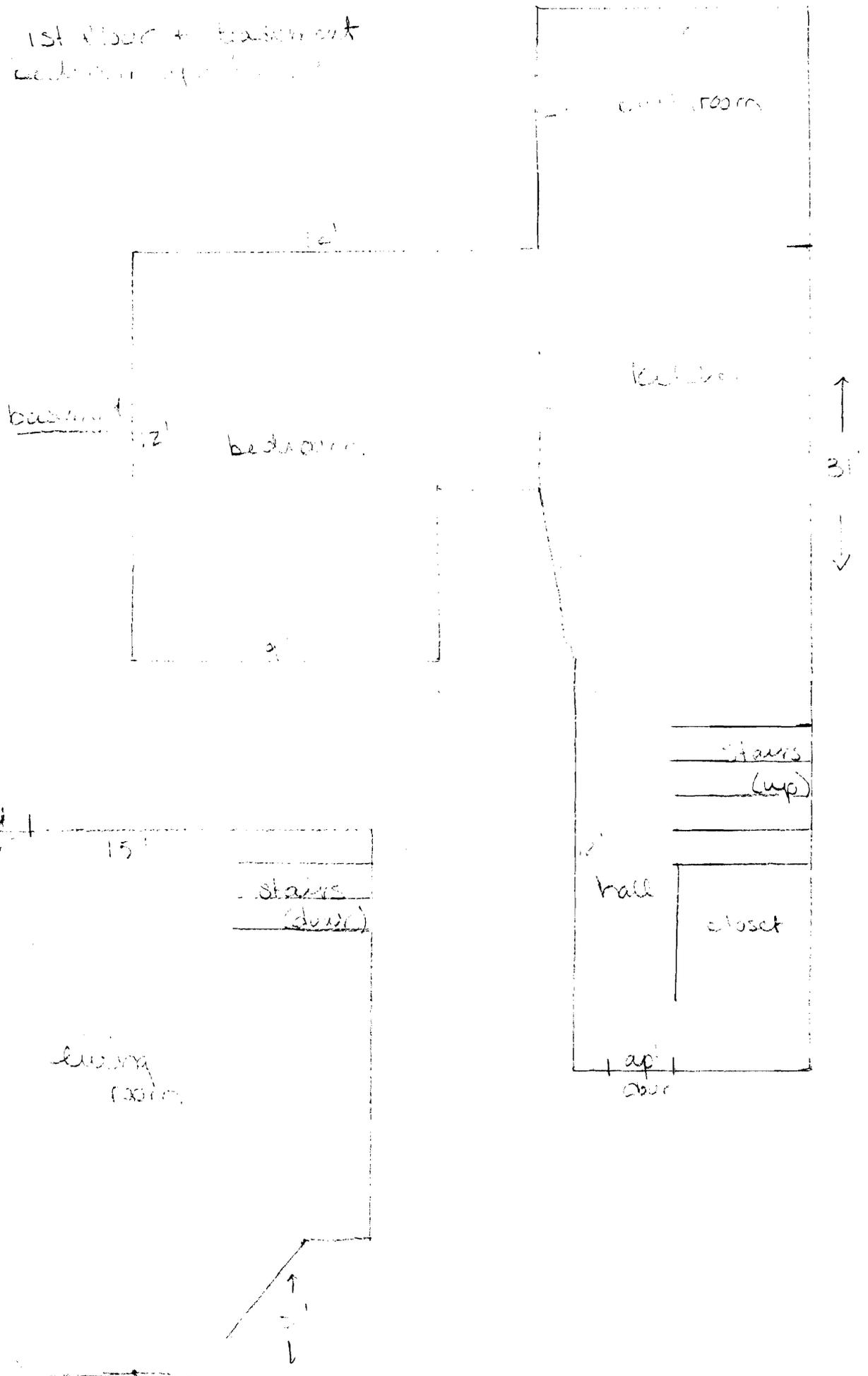
**THIS PLAN IS NOT FOR RECORDING** Drawn by:

Unit 1 - 15' x 11' 4" (1 bedroom apartment)

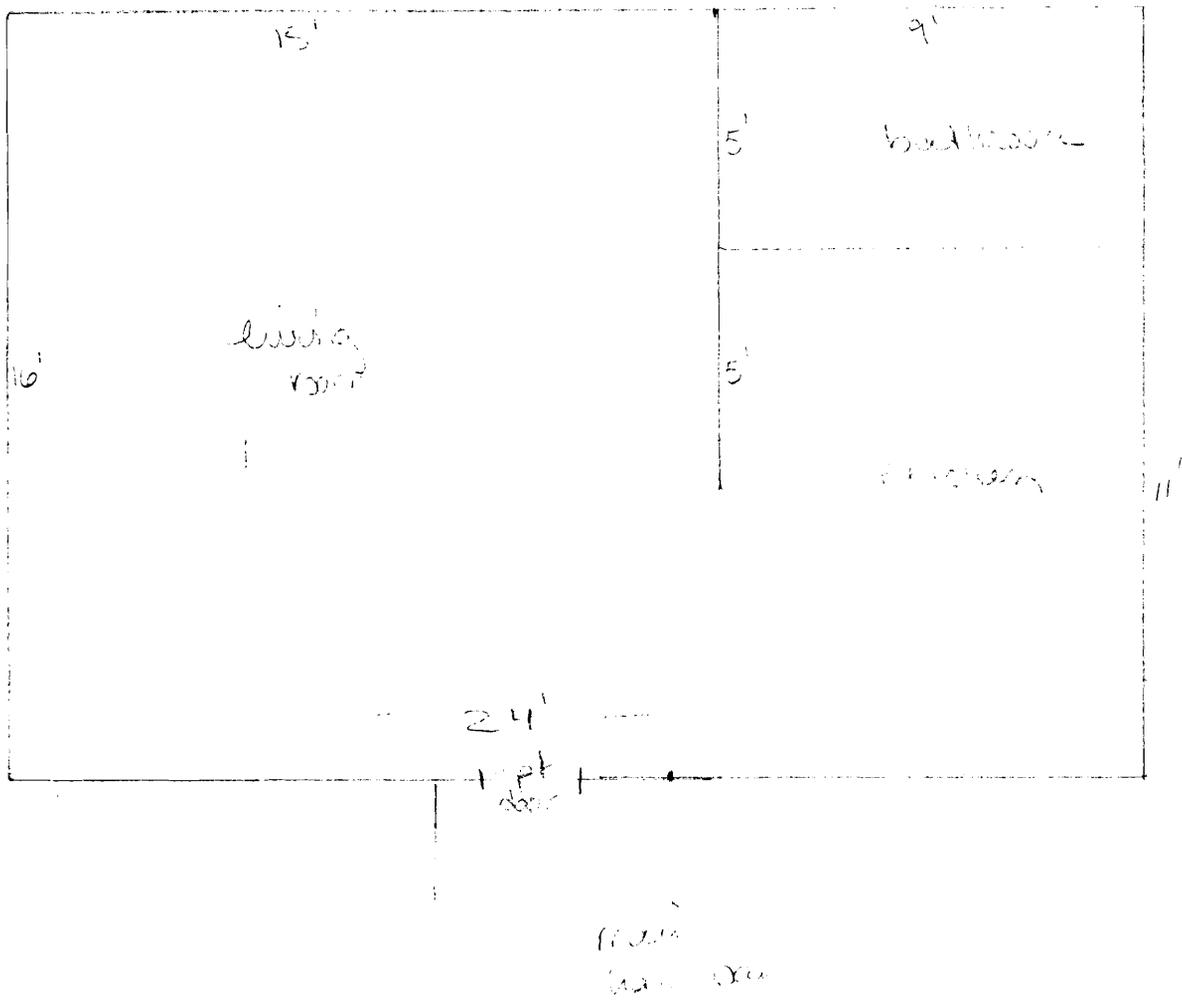


main  
bath  
main door

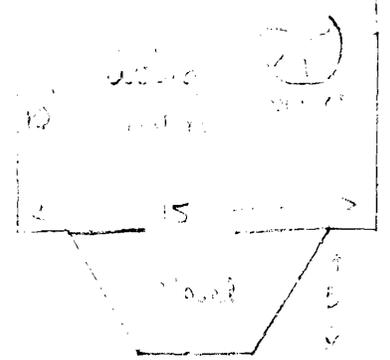
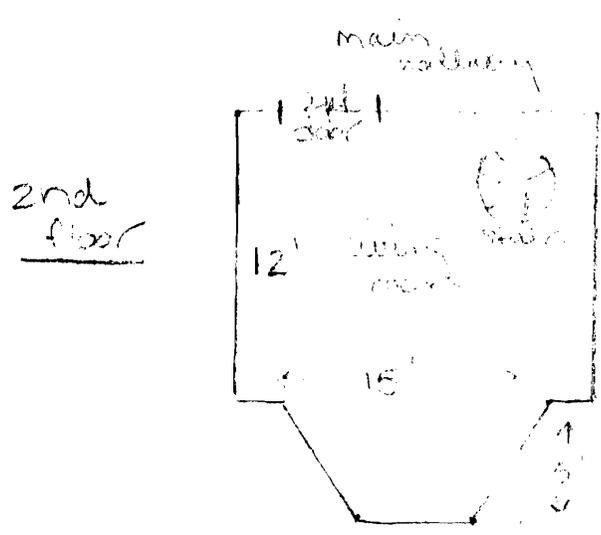
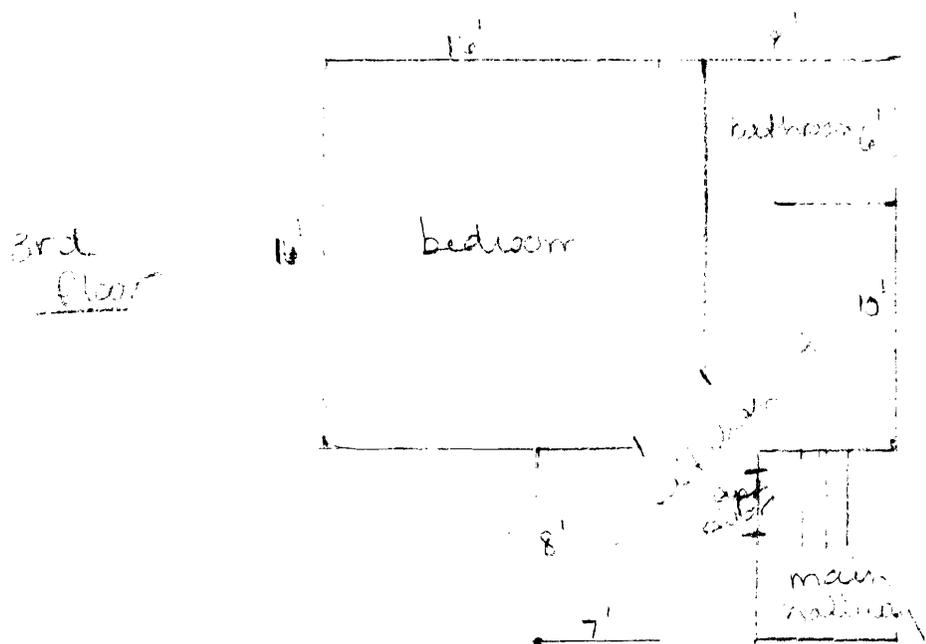
Unit 4 - 1st floor + basement  
21 kitchen apartment

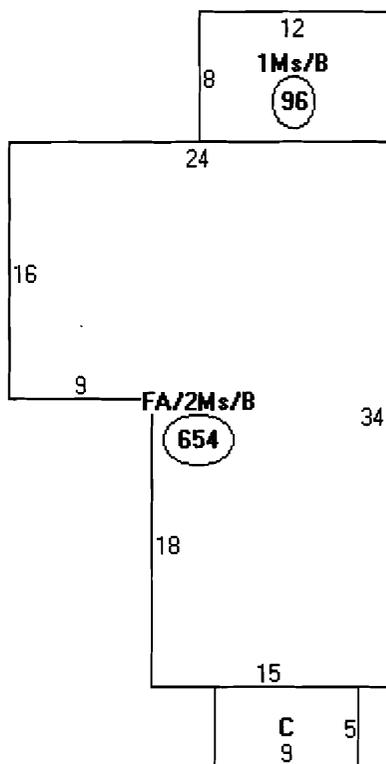


Unit 2 - 2nd floor  
(studio layout - apartment 1)



Unit 3- 2nd floor + 3rd floor  
 (1b) (2) (3) (4) (5)





Descriptor/Area

A: FA/2Ms/B  
654 sqft

B: 1Ms/B  
96 sqft

C: 2FBAY/B  
45 sqft

**Mechanic Place**  
ZIP CODE 04101

- From 31 Mechanic street-Unaccepted  
— Parking Lot  
2 apt 1 Ferrante Kenneth A 774-7654  
apt 2 Delaney Violet A 774-0485  
apt 3 Fern Kenneth B Jr

**Mechanic Street**  
ZIP CODE 04101

- From 405 Cumberland avenue to 94 Portland street  
10 McCormack Ethyl P \* 775-1914  
16 apt 1 Doherty Mabel K 775-1818  
apt 2 Reynolds Iva F 774-1026  
20 Fogarty Robert R \* 773-8570  
apt 2 No Return  
24 apt 1 Vacant  
apt 2 Vacant  
apt 3 Wilber Frank W 774-1366  
— Parking Lot  
— **Mechanic Pl Begins**  
30 apt 1 No Return  
apt 2 No Return  
32 Brackett Ella E \* 773-3479  
40 Naaykens Charles P \*

**Melbourne Street**  
ZIP CODE 04101

- From 282 Eastern promenade to 75 North street  
4 apt 3 Mace Richard A 775-2443  
apt 4 No Return  
apt 1W Fortin Ann J 775-1151  
9 apt 1 Lefavor Irene 772-8409  
apt 2 No Return  
apt 3 No Return  
10 apt 1 Parks Elizabeth 774-4718  
apt 1E Conley Stephen T  
apt 2E Bowring Eva O 772-3463  
apt 2W No Return  
15 apt 1 Preston Theresa A 773-3075  
apt 2 Preston Anthony A 772-8498  
18 apt 1 Vacant  
apt 2 Vacant  
19 apt 1 Worthen Elizabeth M 772-6779  
apt 2 Worthen John H 773-5872  
20 Skillings E James 772-1039  
apt 1 Curit Arthur C 772-9653  
apt 2 Jones Barbara M 774-1215  
apt 21 Carey Alice A 773-7621  
apt 22 Barbara M Jones 774-1215  
apt 31 No Return  
apt 32 No Return  
— **Emerson St Ends**  
23 apt 1 O'Leary Robert J Jr 773-3932  
apt 2 O'Leary Barbara M 773-8942  
25 Pulsoni Victor A 772-4756  
27 Hall Philip J 773-1522  
28 Shaw Mary \*  
32 Nealley William J \* 772-7118  
33 Chapman Joel W \* 775-0284  
35 Hannaford Etta G \* 772-0337  
40 apt 1 No Return  
apt 2 No Return  
apt 3 Frost Gloria 773-0397  
42 Connolly Stephen D 773-6965  
44 No Return  
apt 2 Jackson Clifford R 772-7729  
— **Willis St Begins**  
51 Clark Leo S \* 772-7831  
52 Hall James W \* 773-9036  
53 apt 1 Brown Marjorie  
apt 2 Riddle Charlotte 772-1695  
apt 3 No Return  
— **Merrill St Ends**  
57 apt 1 No Return  
apt 2 No Return  
58 Joyce Martin R Jr \* 772-1043  
61 Rand Dale B \* 772-7704  
62 apt 1 Smith E T 774-9462  
apt 2 Smith D 772-0094  
63 apt 1 Chon Gloria J 772-4064  
apt 2 Cobb Adeline C  
apt 3 Morse David  
64 apt 1 No Return  
apt 2 Deutsch Anne 775-2715  
apt 3 Lumsden Allan E 774-6908  
65 apt 1 No Return  
apt 2 Sudday Charles C Jr 774-3000  
66 apt 1 No Return  
apt 2 No Return  
apt 3 No Return  
67 Nolan Mary L 773-8739  
71 apt 1 Tryon Charles 772-4301  
apt 2 Vacant  
72 apt 1 Cole James V Sr  
apt 2 Kelliher John T  
apt 3 No Return  
73 apt 1 Ciampi Consiglia M 773-0850  
apt 2 Wyman Thomas C  
74 apt 1 Cavallaro Phyllis S 773-0314  
76 apt 1 Shone Kenneth E 775-3223  
apt 2 Carrigan Theodore 773-5719  
80 Broomhall Alfred K \* 774-5219

**Mellen Street**  
ZIP CODE 04101

- From 729 Congress street to 104 Park avenue  
10 R No Return  
apt 3 No Return  
11 Chellis Conwell & Gale Inc 774-6361  
14 apt 1 Laughlin Laurie 774-9127  
apt 2 Pooler Jeff W 772-1129  
apt 3 Cooper George L 774-4072  
apt 4 Design Resource 761-4662  
apt 4 Wolf Barbara F 761-4662  
apt 5 Laughlin M 775-1650  
15 Shuman Michael L 774-3835  
apt 2FL Wood Barry G 773-3768  
19 Sewall Sheila R \* 775-3265  
24 Garnett Michael D 772-9586  
apt 1 Kendall Mary F  
apt 2 McGouldrick Elizabeth R 773-0866  
apt 4 McCorkle Gerald R  
apt 5 Bruce David M 773-0061  
apt 6 Chase Sharon S 774-8187  
apt 7 Gross Elizabeth A  
apt 8 No Return  
30 Serenity House 774-2722  
— **Deering St Ends**  
42 apt 1 No Return  
apt 2 Spencer Richard M 775-3824  
apt 3 No Return  
apt 2A Brown Carolyn 772-4587  
— **Cumberland Av Crosses**  
56 apt 1 No Return  
apt 2 Ross Jim  
apt 3 Derochers Daniel  
apt 4 No Return  
60 apt 1 Hopkinson James A  
apt 2 Adams Susan E 775-1288  
apt 3 Bailey John A 871-0249  
62 apt 1 Brewer Carleton R  
apt 2 No Return  
apt 3 Martin Aleece 775-5690  
apt 4 Doughty Leona M 761-4760  
apt 5 No Return  
apt 6 No Return  
apt 7 Higgins Mel 773-9719  
apt 8 No Return  
apt 9 Stearns Margot 775-1790  
apt 10 No Return  
apt 11 Little Don 774-9182  
apt 12 Vacant  
64 Mellen Street Maytag 772-8282  
65 Church of The Sacred Heart 772-8586  
— **Sherman St Crosses**  
78 Simpson Apartments  
apt 1 No Return  
apt 2 No Return  
apt 3 No Return  
apt 4 No Return  
apt 5 No Return  
apt 6 Lane Margaret 772-2899  
apt 7 No Return  
apt 8 Bonneau Andre M 774-9365  
79 Mellen Street Market 772-2206  
83 Wedgewood Apartments  
apt 1 Zulick Linda A 761-0638  
apt 2 Vacant  
apt 3 No Return  
apt 4 No Return  
apt 5 No Return  
apt 6 Hunter David J  
— **Grant St Crosses**  
90 Wedgewood Apartments  
apt 1 Adams John L 773-6484  
apt 2 Herskovitz Susan B 761-0425  
apt 3 Schmidt John  
apt 4 Witham Bradley  
apt 5 No Return  
apt 6 Bresnahan Paula  
94 apt 1 No Return  
96 apt 2 Lanigan Zita A 773-7001  
apt 3 No Return

**Melody Lane**  
ZIP CODE 04103

- From 55 Fall lane to 50 Martin road  
5 Burt Everett C \* 797-4313  
10 Conley Richard J \* 797-4174  
15 Johnson Virginia A \*  
18 Ventresca George A \* 797-5925  
21 Mintier Josephine H \* 797-2417  
26 Elowitch Stanley J \* 797-5330  
31 Cooney Cornelius J M \* 797-2130  
34 Photos Eustace  
37 Saunders Norman W \* 797-3863  
46 Pagh Gregory M 797-3134  
47 Norbart Stanley J \* 797-6769  
55 DelCamp Michel S \* 797-4482  
56 Davis Carroll P \* 797-3912

**Melrose Street**  
ZIP CODE 04101

- From 29 Belmont street to junction of Woodford and  
Arlington streets  
— **Coyle St Crosses**  
— **Clifton St Crosses**  
41 Guider James \* 772-0023  
51 No Return  
52 Pollack Gerald M \* 775-2474

**Meriline Avenue**  
ZIP CODE 04102

- From 10 Rowe avenue to dead end continues from  
dead end to 19 Hillcrest avenue-Unaccepted  
1 OFF Ashley Robert E  
OFF Ashley Mildred M 773-3765  
2 OFF Hurtubise Leo K 774-8378

**Merriam Street**  
ZIP CODE 04103

- From 86 Columbia road to dead end  
11 Trimbach Walter E \* 774-9789  
12 Amato Francis J Jr \* 774-8852  
13 No Return  
14 Bays June W \* 773-9810

**Merrill Street**  
ZIP CODE 04101

- From 83 Congress street to 56 Melbourne street  
5 Calderwood Reuben F \* 773-2465  
8 Beaulieu Rita M \*  
9 Marchand Lorette \* 774-2058  
10 apt 1 Sawyer Nellie E 775-0890  
apt 2 Calvert James P Sr 774-9743  
14 apt 1 Clay Debra A 772-8078  
apt 2 Robinson Sheila M 775-0549  
15 apt 1 No Return  
apt 2 Rowe Mark A 775-1160  
apt 3 Leonard Josephine M 774-4446  
16 apt 2 No Return  
apt 3 No Return  
17 apt 1 Vacant  
apt 2 Stevens Nancy  
apt 3 Crockett Richard W Jr  
19 1/2 Cotton Natale L 774-0607  
— **Cumberland Av Begins**  
21 apt 1 Reichart Arlene  
apt 2 McNeil Laurie J  
apt 3 Smith David L  
23 Estes George  
apt 2 Fry Jane  
apt 3 Smith Suzanne 761-2045  
27 Troit Waldo S \*  
29 apt 1 Meattay Mona R 772-4536  
apt 2 Martineau Lee W  
apt 3 No Return  
30 apt 1 No Return  
32 apt 1 No Return  
apt 2 Fournier Joseph U 773-0810  
— **Turner St Ends**  
34 Haynes Richard S \*  
35 Tucci Louis \* 775-3268  
37 McGonagle Thomas W \*  
41 Averill Gerald \*  
43 Bowden Dorothy S \* 772-5144  
45 Vacant  
49 Nelson Lula M \* 772-3135  
50 Haynes Jesse L \* 772-1309  
51 Harrington John J 772-8961  
apt 2 Horr Eva E 772-8961  
apt 2 Horr Everett A \*  
55 Anderson Charles A \*  
57 Rand Wilbur E \*  
apt 2 Smith Timothy M 774-0791  
— **Quebec St Crosses**  
65 apt 1 No Return  
apt 2 Buzzel Virgil  
67 Duncanson Arthur E \* 775-1982  
69 apt 1 Vacant  
apt 2 Hutchison Verle E 773-2098  
— **Malia James Masonry Construction**  
799-4590  
73 apt 1 Newman Gertrude E  
apt 2 Linsley James T 772-9814

**Middle Street**  
ZIP CODE 04101

- From 18 Hancock street to Monument square  
— Village Cafe Parking Lot  
25 Vacant  
27 Vacant  
— **India St Crosses**  
41 Casco Legal Clinic 774-5910  
apt 2FL Levesque John 773-0658  
apt 3FL Berner Seth 775-2452  
43 La Salsa 775-5674  
45 No Return  
apt 2FL Williamson Joseph W 772-1178  
47 No Return  
No Return  
49 L'Antibes 772-0453  
59 Ralph's Tavern 773-9329  
61 Jordan's Employees Parking Lot  
— **Hampshire St Crosses**  
72 Pillsbury's Antiques 773-8815  
76 Wilma's Antiques 772-9852  
77 American Bank 774-5755  
82 Poke & Snoop Antiques 772-5296  
88 Vintage Antiques 775-1600  
— **Franklin St Crosses**  
100 Portland Speedy Print 775-6378  
104 Casco Printing Co 773-4795  
106 Eastern Fire Safety & Equipment 774-1421  
109 Portland City of Police Headquarters  
775-6361  
Portland Police Credit Union 773-0726

Portland Islands

Scarborough

South Portland

Westbrook

\*relevant info highlighted P.O.:

PURCHASE AND SALE AGREEMENT

4/18

2000

4-19-2000, 19 Effective Date
The use of days in this agreement refers to calendar days from the effective date

RECEIVED OF: Molly Hogan (hereinafter called "Buyer") the sum of (\$5,000.00) five thousand Dollars no/100's dollars as earnest money and in part payment of the purchase price of the following described real estate, situated in municipality of Cumberland County of Portland State of Maine located at 56 Mellen St (A Victorian Style multi-family) Being (all part of ) the property at the above address owned by Lindsay (hereinafter called "Seller") and described at said County's Registry of Deeds Book 7563, Page 23

FIXTURES: The parties agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods and electrical fixtures are included with the sale except for the following: NO OTHERS

PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost and in as is conditions with no warranties: EXISTING: Stoves, refrigerators, Space heaters

The TOTAL purchase price being (\$190,000.00) One hundred Ninety thousand Dollars no/100's dollars to be paid as follows:

The purchase price balance shall be paid in cash, certified funds or bank check at closing.

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

- 1. EARNEST MONEY/ACCEPTANCE: Morrison Realty shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until Wed 4/19/2000 (date) 12 Pm AM/PM; and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer.
2. TITLE & CLOSING: That a deed, conveying good and merchantable title in accordance with standards 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 4/19/2000 (closing date) or before if agreed in writing by both parties.
3. DEED: That 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 adversely affect the continued current use of the property.
4. POSSESSION/OCCUPANCY: Possession/occupancy of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.
5. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Said premises shall then be broom clean 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 contract.
6. PRORATIONS: The following items, where applicable shall be prorated as of the date of closing: fuel (cash price as of date of closing), rent, real estate taxes (based on municipality's fiscal year), association fees, Rents (other). Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Buyer and Seller will each pay their transfer tax as required by State of Maine.

7. INSPECTIONS: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Agent makes no warranties regarding the condition, permitted use or value of Sellers' real or personal property. This contract is subject to the following inspections, with results being satisfactory to Buyer:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	X		Within <u>2015</u> days	f. Asbestos Air Quality	X		Within <u>2015</u> days
b. Sewage Disposal		X	Within _____ days	g. Lead Paint		X	Within _____ days
c. Water Quality		X	Within _____ days	h. Pests	X		Within <u>2015</u> days
d. Water Quantity		X	Within _____ days	i. Radon Air Quality	X		Within <u>2015</u> days
e. Radon Water Quality		X	Within _____ days	j. _____		X	Within _____ days

All inspections will be done by inspectors chosen and paid for by Buyer. If the result of any inspection or other condition specified herein is unsatisfactory to Buyer, Buyer may declare the contract null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If Buyer does not notify Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

8. FINANCING: This contract is subject to Buyer obtaining an approved Conv mortgage of 90 % of the purchase price, at an interest rate not to exceed Market % and amortized over a period of 30 years.

- a. This contract is subject to a written statement from the lender, within five (5) days of the Effective Date, that Buyer has made application.
- b. This contract is subject to loan approval within 30 days of the Effective Date.
- c. If either of these conditions is not met within said time periods, Seller may declare this contract null and void, and the earnest money shall be returned to Buyer.
- d. Buyer is under a good-faith obligation to seek and accept financing on the above-described terms. Buyer acknowledges that a breach of this good-faith obligation will be a breach of this contract.
- e. Buyer agrees to pay no more than 0 points. Seller agrees to pay \$ 0.00 toward points and/or Buyer's closing costs.

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

The Steve Morrison of Morrison Real Estate represents Seller  
 Listing Agent Agency

The Eriz Duntley of ERA Agency 1 represents Buyer  
 Selling Agent Agency

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

10. MEDIATION: Any dispute or claim arising out of or relating to this contract or the property addressed in this contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of the transaction.

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

12. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This agreement completely expresses the obligations of the parties.

13. HEIRS/ASSIGNS: This agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.

14. 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.

15. ADDENDA: Check as many as apply -  Lead Paint  Property Disclosure  Other: Multi family Addendum  
 None Total Addenda Pages: \_\_\_\_\_

16. EFFECTIVE DATE: This contract is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to all parties or to their Agents.

17. AGENCY CONFIDENTIALITY: Buyer and Seller understand that the terms of this contract are confidential but authorize the agent(s) to disclose information to the parties' attorneys, lenders, appraisers, inspectors and others necessary for the purpose of closing this transaction. Parties authorize agents to receive copy of entire closing statements.

18. OTHER CONDITIONS:

- 1) Sellers to confirm parking for property. Within 48 hours, sign
- 2) Buyer is hereby notified that the seller maybe doing a MA 1031 exchange.

A copy of this contract is to be received by all parties and, by signature, receipt of 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 Bureau of Taxation.

*Willy Segon*  
BUYER

045-62-9724  
SS# OR TAXPAYER ID#

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
SS# OR TAXPAYER ID#

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

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. If the earnest money is forfeited by Buyer, it shall be distributed as follows: \_\_\_\_\_

Signed this 18<sup>th</sup> day of April  
*Willy Segon* And or assigns  
SELLER

2000  
19  
026-36-6293  
SS# OR TAXPAYER ID#

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
SS# OR TAXPAYER ID#

Seller's Mailing address is \_\_\_\_\_

Offer reviewed and refused on \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
SELLER  
\_\_\_\_\_  
SELLER

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

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

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

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

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



MULTI-FAMILY ADDENDUM

TO CONTRACT DATED 4/18/00 BETWEEN Scott Linsay (hereinafter "Seller") AND Molly Hogan (hereinafter "Buyer")

Said contract is further subject to the following terms:

(N/A) PRECEDING A CLAUSE MEANS NOT APPLICABLE TO THIS TRANSACTION.

- 1. Sellers shall provide Buyer with copies of tenants' leases within two days of Effective Date... 2. Seller assumes full responsibility for any tenant pro-rations... 3. Seller shall provide Buyer with financial accounting... 4. It is agreed that all security deposits shall be payable... 5. Seller warrants that there will be no outstanding agreements... 6. Seller warrants that all fixtures and items... 7. Should a vacancy occur... 8. In the event of a vacancy... 9. Seller agrees to render the following portion(s) of the building vacant on or before closing: unit # 3

Molly Hogan BUYER 4/18/00 DATE 045-62-9724 SS# OR TAXPAYER ID#

BUYER DATE SS# OR TAXPAYER ID#

SELLER 4/18/00 DATE SS# OR TAXPAYER ID#

SELLER DATE SS# OR TAXPAYER ID#

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# PROPERTY DISCLOSURE

Under Maine Law, certain information must be made available to buyers to help them evaluate the property. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not meant to be a warranty of the condition of the property. The Seller authorizes the Listing Broker in this transaction to disclose the information in this statement to other real estate agents and to prospective buyers of this property. The Seller agrees to notify the Listing Broker promptly of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

**Note:** Do not leave any questions blank. Write n/a (not applicable) or unknown if needed.

PROPERTY LOCATED AT: 56 Mellen Street  
Listed by Steve Morrison on behalf of Morrison Real Estate  
PRINT NAME OF LISTING AGENT AGENCY

## SECTION II: WATER SUPPLY

Please answer all questions regardless of type of water supply:

TYPE OF SYSTEM:  Public  Private  Seasonal  Unknown  
 Drilled  Dug  Other \_\_\_\_\_

INSTALLATION: Location: \_\_\_\_\_  
Installed BY: \_\_\_\_\_ DATE of Installation: \_\_\_\_\_

USE: What is the source of your information: \_\_\_\_\_

Number of Persons currently using system? unknown  
Does system supply water for more than one household?  Yes  No  Unknown

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?

Pump:  Yes  No  N/A Quantity:  Yes  No  Unknown

Quality:  Yes  No  Unknown

If YES to any question, please explain in the comment section below or with attachment.

WATER TEST: Have you had the water tested?  Yes  No

IF YES: Date of most recent test: \_\_\_\_\_ Are test results available?  Yes  No

To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation?  Yes  No

IF YES, are test results available?  Yes  No

What steps were taken to remedy the problem? \_\_\_\_\_

COMMENTS: \_\_\_\_\_

ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION?  Yes  No

## SECTION III: WASTE WATER DISPOSAL

TYPE OF SYSTEM: PUBLIC:  Yes  No QUASI-PUBLIC:  Yes  No  
PRIVATE:  Yes  No UNKNOWN:

• IF PUBLIC OR QUASI-PUBLIC:

Have you experienced any problems such as line or other malfunctions?  Yes  No

What steps were taken to remedy the problem? \_\_\_\_\_

• IF PRIVATE:

TANK:  Septic Tank  Holding Tank  Cesspool  Other: \_\_\_\_\_

Tank Size:  500 Gal.  1000 Gal.  Unknown  Other: \_\_\_\_\_

Tank Type:  Concrete  Metal  Unknown  Other: \_\_\_\_\_

Location: \_\_\_\_\_ OR  Unknown Date of Installation: \_\_\_\_\_

Date of Last Servicing: \_\_\_\_\_ Name of Company Servicing Tank: \_\_\_\_\_

Have you experienced any malfunctions?  Yes  No

If yes, give the date and describe the problem: \_\_\_\_\_

• LEACH FIELD:  Yes  No

IF YES: Location: \_\_\_\_\_

Date of installation of leach field: \_\_\_\_\_ Installed By: \_\_\_\_\_

Date of Last Servicing: \_\_\_\_\_ Name of Service Company: \_\_\_\_\_

Have you experienced any malfunctions?  Yes  No

If yes, give the date and describe the problem & what steps were taken to remedy: \_\_\_\_\_

IS SYSTEM LOCATED IN A SHORELAND ZONE?:  Yes  No  Unknown

SOURCE OF INFORMATION: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION?  Yes  No

Rev. 9/99

Page 1 of 3 Buyer(s) Initials MB Seller(s) Initials \_\_\_\_\_

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SECTION III: INSULATION

LOCATION:	Yes	No	Unk	IF YES, type	Installed by:	Unk	Date	Unk
Attic or Cap	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>
Crawl Space	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>
Exterior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>

COMMENTS: \_\_\_\_\_

ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION?  Yes  No

SECTION IV: HAZARDOUS MATERIAL

A. UNDERGROUND STORAGE TANKS - Current or previously existing:

Are there now, or have there ever been, any underground storage tanks on your property?  Yes  No  Unknown

IF YES: Are tanks in current use?  Yes  No

IF NO: How long have tank(s) been out of service? \_\_\_\_\_

What materials are, or were, stored in the tank(s)? \_\_\_\_\_

Age of tank(s): \_\_\_\_\_ Size of tank(s): \_\_\_\_\_

Location: \_\_\_\_\_

Have you experienced any problems such as leakage? \_\_\_\_\_

Are tanks registered with the Dept. of Environmental Protection?  Yes  No  Unknown

If tanks are no longer in use, have tanks been abandoned according to D.E.P.?  Yes  No  Unknown

Comments: \_\_\_\_\_

B. ASBESTOS - Current or previously existing:

• as insulation on the heating system pipes or duct work?  Yes  No  Unknown

• in the siding?  Yes  No  Unknown • in the roofing shingles?  Yes  No  Unknown

• in flooring tiles?  Yes  No  Unknown • other: \_\_\_\_\_  Yes  No  Unknown

IF YES: Source of Information: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

C. RADON/AIR - Current or previously existing:

Has the property been tested?  Yes  No  Unknown

IF YES: Date: \_\_\_\_\_ By: \_\_\_\_\_

Results: \_\_\_\_\_ If applicable, What remedial steps were taken? \_\_\_\_\_

Has the property been tested since remedial steps?  Yes  No

Are test results available?  Yes  No Results & Comments: \_\_\_\_\_

D. RADON/WATER - Current or previously existing:

Has the property been tested?  Yes  No  Unknown

IF YES: Date: \_\_\_\_\_ By: \_\_\_\_\_

Results: \_\_\_\_\_ If applicable, What remedial steps were taken? \_\_\_\_\_

Has the property been tested since remedial steps?  Yes  No

Are test results available?  Yes  No Results & Comments: \_\_\_\_\_

E. LEAD-BASED PAINT / PAINT HAZARDS - Current or previously existing:

Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property?  Yes  No  Unknown

IF YES, describe location and the basis for the determination: \_\_\_\_\_

Do you know of any records or reports pertaining to such lead-based paint or lead-based paint hazards:  Yes  No

IF YES, describe: \_\_\_\_\_

Are you aware of any cracking, peeling or flaking paint?  Yes  No

COMMENTS: \_\_\_\_\_

F. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL:  Yes  No  Unknown OTHER: \_\_\_\_\_

LAND FILL:  Yes  No  Unknown

RADIOACTIVE MATERIAL:  Yes  No  Unknown

ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION TO ANY OF THE ABOVE HAZARDOUS MATERIALS?  Yes  No Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

PROPERTY LOCATED AT 56 Mellen Street

SECTION V GENERAL INFORMATION

Are you aware of any encroachments, easements, rights-of-way, leases or restrictive covenants on the property?  Yes  No

IF YES: Explain: Unit leases

What is your source of information: Seller

Are you receiving a tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's?  Yes  No  Unknown

IF YES: Explain:

• Heating System: Type: Gas wall units and space heaters, Age: unknown
Consumption:
Comments: Some electric

• Roof: Age-Structure: Unknown Age-Shingles: 15 years+/-
Moisture or leakage: No
Comments:

• Foundation/Basement:  Full  Partial  Slab  Crawl  Other:
Material:  Concrete  Block  Stone  Brick  Other:
Moisture or leakage: Occasionally in the spring

• Has the property been surveyed?  Yes  No  Unknown If YES, is the survey available?  Yes  No

• Other defects or needed repairs:

ATTACHMENTS:  Yes  No

SECTION VI ADDITIONAL INFORMATION

Property currently being rented as a 4 unit. City tax assessors card shows it as a 3 unit.

Seller shall be responsible and liable for any failure to provide known information to Buyer:

SELLER ON FILE Scott A. Lindsay

DATE April 14, 2000

SELLER

DATE

We have read and received a copy of this disclosure and understand that we should seek information from qualified professionals if we have questions or concerns.

BUYER Molly Hogan

DATE April 19, 2000

BUYER

DATE



**LEAD PAINT ADDENDUM**

TO CONTRACT DATED 4/14/00 BETWEEN Lindsay (hereinafter "Seller")

AND Hogan (hereinafter "Buyer")

FOR PROPERTY LOCATED AT 56 Mellen Street, Portland

Said contract is further subject to the following terms:

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure (check one)**

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (check one below):

Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Buyer's Acknowledgment**

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Buyer has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment**

(f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

[Signature] 4/14/00  
Seller Date

[Signature] 4/14/00  
Buyer Date

Agent Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Agent Date

**SCOTT A. LINDSAY  
RESIDENTIAL LEASE**

Agreement of Lease, made this 7<sup>th</sup> day of February 2000, between **Scott A. Lindsay** (hereinafter "Landlord"), having an office at 92 Exchange Street, P.O. Box 7626, Portland, Maine 04112, and Jessica Thurston (hereinafter "Tenant"), whose address is 77 Pearl Street, So. Portland, Maine.

**1. RESIDENCE LOCATION**

This residence is an apartment. It is located at:

56 Mellen Street, Apt. #1, Portland, ME 04101

**2. LENGTH OF LEASE**

A. Initial Rental Period. The Landlord will rent this residence to the Tenant for 12 months. This term shall begin on the 15<sup>th</sup> day of February, 2000, at noon.

B. Extended Stay. If the Tenant has not moved out of the residence by 12 noon on the day the lease ends and has not signed with the Landlord a new lease, then the term of this lease shall become month to month and shall be known as a continuing month to month tenancy. This month to month tenancy shall be governed by this written lease and shall not be considered a "tenancy-at-will"; therefore, State law regulating a tenancy-at-will shall not be applicable. All the terms of this lease will remain in effect, except that either party may terminate this month-to-month tenancy by giving to the other party written notice at least thirty (30) days before the rent is due and Section 10 of this lease shall not be applicable.

**3. RENT PAYMENT & ADDITIONAL CHARGES**

a. Rent Amount. The rent for this residence is \$550.00 a month. The Tenant shall pay the rent for each month on the 1<sup>st</sup> day of the month. If there are charges in addition to this rent they are listed below in paragraph C.

B. Paying the Rent. The rent should be paid to: **Scott A. Lindsay, 92 Exchange Street, PO Box 7626, Portland, Maine 04112.**

**The Landlord can assess a penalty of 4% of the monthly rent once payment is 15 or more days late.**

C. Additional Charges. In addition to the monthly rent the Tenant also agrees to pay the Landlord the following charges:

(1) **Lock Out Charge of \$25.00** - If the Landlord or its agent is contacted and asked to assist the Tenant in getting into his/her apartment after Landlord business hours which are currently 9:00 A.M. - 5:00 P.M., Monday through Friday, but may change from time to time, the Tenant agrees to pay the Landlord a lock out charge of \$25.00. Payment for the lock out charge will be due on the following rent day along with the monthly rent.

(2) **Insufficient Funds Charge of \$25.00** - In the event that Tenant's rent payment check is dishonored for insufficient funds, Tenant agrees to pay Landlord \$25.00. Payment for this charge will be due on the following rent day along with the monthly rent.

(3) **Loss or Replacement of Apartment or Front Door Key Charge of \$25.00 for each Key** - Payment for the replacement of key(s) will be due when the key(s) are replaced. If the tenant does not return the key(s) when tenancy ends, a charge of \$25.00 for each key will be charged against the tenant's security deposit.

#### 4. SECURITY DEPOSIT

A. Amount of Security Deposit. The Tenant has paid the Landlord \$ 550.00 as a Security Deposit. **The Security Deposit is in addition to rental payments and should not be substituted by the Tenant for unpaid rent.** The Landlord will hold the Security Deposit until the end of the tenancy. The Security Deposit remains the Tenant's money.

B. Return of the Security Deposit. This Security Deposit may be used by the Landlord after the tenancy has ended to repair damage to the residence and for the actual costs of unpaid rent or other charges owed the Landlord and agreed to in this lease or the cost of storing and disposing of unclaimed property. The Security Deposit cannot be used to pay for routine cleaning or painting made necessary by normal wear and tear. The Landlord will return the entire Security Deposit to the Tenant at the end of the lease if the following conditions are met:

(1) The apartment is in good condition except for (a) normal wear and tear or (b) damage not caused by the Tenant or the Tenant's family, invitees or guests;

(2) The Tenant does not owe any rent or utility or other charges agreed to in this lease which the Tenant was required to pay directly to the Landlord; and

(3) The Tenant has not caused the Landlord expenses for storage and disposing of unclaimed property. A minimum charge of \$50.00 will be charged for any furniture, bedding or personal belongings left in the apartment.

If the Landlord deducts money from the Tenant's Security Deposit, the Landlord will provide the Tenant a list of the items for which the Tenant is being charged and return the balance of the Security Deposit.

The Landlord will return the Security Deposit, or the remaining balance (if applicable) to the Tenant no more than thirty (30) days after the tenancy ends.

**5. UTILITIES/SERVICES.**

Utilities and services shall be paid by the parties as follows:

	Landlord	Tenant	Description
Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Heating	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Trash Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Hot Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Yard Maintenance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Snow Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Air Conditioning	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Water and Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Telephone	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Cable Television	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Parking	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Spaces available in front of bldg.

**6. TENANT RESIDENTIAL RESPONSIBILITIES**

A. Use Only as a Residence. The Tenant agrees that the residence will be used only as a residence, except for incidental use in trade or business (such as telephone solicitation of sales or arts and crafts created for profit). Such incidental uses will be allowed as long as they do not violate local zoning laws or affect the Landlord's ability to obtain fire or liability insurance.

The residence shall be occupied only by the Tenant and the Tenant's immediate Family. Guests shall not remain with the Tenant for more than seven (7) consecutive days without the written consent of the Landlord. The total number of persons residing in this residence cannot exceed 1.

B. Damage. The Tenant agrees not to damage the apartment, the building, the grounds or the common areas or to interfere with the rights of other Tenants to live in their apartments in peace and quiet. Damage (other than normal wear and tear) caused by the Tenant, or the Tenant's family, invitees or guests shall be repaired by the Tenant at the Tenant's expense. Upon the Tenant's failure to make such repairs, the Landlord, after reasonable written notice to the Tenant, may make the repairs and the Tenant shall be responsible to the Landlord for their reasonable cost.

C. Alterations. No alteration, addition or improvement to the residence shall be made by the Tenant without the prior written consent by the Landlord.

D. Personal Property of Tenant. Tenant agrees to insure, for its full market value against fire and extended coverage risks and theft, all personal property kept on the leased premises. Said property shall, in any event be kept at Tenant's risk, and Landlord, its agents and employees, shall not in any way be responsible for any damage, destruction or theft of the Tenant's personal property and Tenant expressly waives any and all legal claims it may have against the Landlord arising out of any such damage destruction or theft unless said damage, destruction or theft is caused by the negligence of the Landlord

E. Maintenance. Tenant shall take good care of the premises and Landlord's appliances and furnishings therein, and shall maintain them in good order and condition, ordinary wear and tear excepted. Landlord may repair, at the expense of Tenant, all damage to the premises resulting from the misuse or negligence of Tenant, a member of Tenant's family, or other person on the premises with Tenant's consent. The cost of such repairs shall be paid by Tenant to Landlord as additional rent within thirty (30) days of rendition of Landlord's bill concerning such costs.

## 7. **LANDLORD RESIDENTIAL RESPONSIBILITIES**

A. Legal Use of the Residence. The Landlord agrees not to interfere with the Tenant's legal use of the residence.

B. Residence Must be Fit to Live In. The Landlord promises that the residence is fit to live in and that it is not dangerous to the life, health or safety of the occupants. The Landlord agrees to make all necessary repairs and take all necessary action to keep the residence fit to live in. The Landlord is not responsible for this promise if the residence becomes unfit to live in due to the Tenant's misconduct or the misconduct of the Tenant's family, invitees, or guests.

## 8. **LANDLORD ENTRY INTO THE RESIDENCE**

The Landlord may enter the apartment during reasonable hours to examine the premises, to make such repairs and perform such maintenance as it deems necessary. Except for emergencies, the Landlord shall provide the Tenant with at least 24 hours advance notice.

## 9. **DISTURBING THE PEACE**

The Tenant agrees not to cause or allow on the premises any excessive nuisance, noise or other activity which disturbs the peace and quiet of neighbors or other Tenants in the building or violates any state law or local ordinance.

## 10. **OPTION TO TERMINATE**

Provided Tenant is not in default hereunder, Tenant may terminate this lease upon the last day of any month by giving written notice to Landlord at least thirty (30) days prior to such termination and by paying with such notice in addition to the current month's rent a sum equal to two (2) month rent as liquidated damages for loss of rent between the termination date and the original expiration date. All rights of Landlord which shall have accrued prior to such termination, including all rights related to the condition of the leased premises, shall survive such termination.

## 11. **EVICTION FOR VIOLATION OF LEASE**

A. Notice of Violation. Violations of the terms of this lease can result in termination of the lease and eviction of the Tenant. Except for failure to pay rent (see Paragraph B) or dangerous actions by a Tenant (see Paragraph C), if the Tenant does not live up to the terms of this lease the following may occur:

(1) ~~The Landlord may deliver to the Tenant a written notice~~ describing the violation and demanding that the Tenant cease the lease violation within five (5) days of delivery of the notice.

(2) If the Tenant does not comply within that five (5) day period, the Landlord may deliver to the Tenant a second written notice that the lease will end within ten (10) days. On the tenth day, the lease term automatically terminates and the Tenant must leave the residence and return the keys to the Landlord.

(3) If the tenant complies within the applicable five-day period, but there is a subsequent lease violation similar to the initial lease violation, the Landlord may terminate this lease by providing written notice to the Tenant stating the reason for termination and stating a date certain not be less than five (5) days after the giving of such notice that the lease shall terminate.

B. Eviction for Failure to Pay Rent. If the Tenant fails to pay the rent when it is due the Landlord may send a notice that states that the lease will end in five (5) days, unless the Tenant pays all overdue rent and/or other charges (if applicable) before that five (5) day period ends. If the Tenant fails to pay the overdue rent and/or the late charges within the applicable five (5) day period, the lease term automatically terminates and the Tenant shall leave the residence and return the keys to the landlord.

C. Eviction for Dangerous Acts. If the Tenant's actions pose an immediate treat to their health or safety of other residents or the Landlord or the Landlord's employees or agents, or to the physical structure of the residence, then the lease can be immediately terminated, without prior warning.

D. Notice of Termination. The Landlord must notify the Tenant in writing when the lease is terminated. This written notice shall:

(1) State the reasons for termination (if applicable);

(2) Be served on the Tenant by sending a prepaid first class properly addressed letter to the Tenant at the residence and by delivering a copy of the notice to the residence.

## 12. **DESTRUCTION/DAMAGE TO PREMISES**

(a) If the premises are damaged or destroyed so that the enjoyment of the promises is substantially impaired, then the rent shall be proportionately paid up to time of the casualty and thenceforth shall cease until the date when the premises have been repaired or restored by Landlord, provided, however, that in the event of such substantial impairment, Landlord or Tenant shall have the right to terminate the term of the lease by giving notice to the other of his exercise of such right at any time within thirty (30) days after the occurrence of such damage or destruction. If this notice is given, the term of the Lease shall terminate on the date specified in notice, (which shall be not more than fifteen (15) days after the giving of such notice), as fully and completely as if such date were the date set forth in the Lease for the termination of the Lease. If Tenant exercises the option to terminate the Lease, Tenant must immediately vacate the premises. If neither party has given the notice of termination as herein provided, Landlord shall proceed to repair the premises, and the Lease shall not terminate. If the premises are damaged or destroyed as a result of the wrongful or negligent act of Tenant, a member of Tenant's family, or other person on the premises with Tenant's consent, there shall be no apportionment or abatement of rent, and repairs shall be made by Landlord at the expense of Tenant.

(b) If the premises shall be partially damaged or partially destroyed, without substantial impairment of Tenant's enjoyment of the premises, the damages shall be repaired by and at the expense of Landlord and the rent until such repairs are made shall be apportioned according to the part of the premises which is usable by Tenant. If the premises are partially damaged or partially destroyed as a result of the wrongful or negligent act of Tenant, a member of Tenant's family, or other person on the premises with Tenant's consent, there shall be no apportionment or abatement of rent, and repairs shall be made by Landlord at the expense of Tenant.

### 13. NOTIFYING THE LANDLORD OR TENANT

A. Notices to the Tenant. Unless otherwise required in this lease or by law, any notice from the Landlord to the Tenant will be valid only if: (1) it is in writing; (2) it is addressed to the Tenant at the residence and personally delivered to the Tenant's residence or sent by mail. The effective date of a notice will be the day it is personally delivered to the residence or, if it is mailed, two days after the date it is postmarked.

B. Notices to the Landlord. Unless otherwise required in this lease or by law, the Tenant will give all required notices to the Landlord in writing, delivered personally or sent by mail to the Landlord or, if appropriate, to the Landlord's managing agent at the address given in this lease. The effective date of a notice will be the day it is personally delivered to the Landlord's address or, if it is mailed, two days after the date it is postmarked.

### 14. PAYMENT OF ATTORNEY'S FEES

In the event that either party is forced to initiate legal proceedings and there is a contested hearing, the non-prevailing party shall pay the prevailing party his/hers/its reasonable attorney's fees in cases of wanton disregard of the terms of the lease agreement.

### 15. WAIVER OF TRIAL BY JURY

Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other pertaining to any matters whatsoever arising out of or in any way connected with the lease to Tenant's use and occupancy of the premises other than an action for personal injury.

### 16. ABANDONED PROPERTY

The Landlord shall dispose of all abandoned property in compliance with the provisions of the Maine abandoned property laws.

### 17. SUBLEASING

The Tenant agrees not to sublease or assign this residence without the prior written consent of the Landlord.

### 18. PETS

The Tenants may not maintain pets in the residence without written consent of the Landlord. If such consent is given it shall be revocable by Landlord at any time for good cause. An additional security deposit may be required by the Landlord, at this sole discretion, if consent is granted.

## **PERSONAL PROPERTY LIMITATIONS**

The Tenant shall not utilize a kerosene heater in the leased premises, nor shall Tenant have any waterbeds or other waterfilled furniture in the leased premises, without the written consent of the Landlord.

### **20. CONDITION OF RESIDENCE AT THE TIME LEASE IS SIGNED**

Tenant has inspected the premises and is familiar and satisfied with its present condition. The taking of possession of the Residence by Tenant shall be conclusive evidence that the Residence was in good and satisfactory condition at the time such possession was taken.

### **21. TERMINATION OF TENANCY/DOUBLE RENT FROM "HOLD-OVER" TENANT**

When the tenancy ends, the Tenant agrees to vacate the leased premises and return the residence in the same condition as it was at the start of the lease, except for normal wear and tear. If the Tenant fails to vacate the premises or fails to return the keys to the residence or other designated place, the Tenant shall be considered a "hold-over" Tenant. So long as the Tenant remains a "hold-over" Tenant, the Landlord may recover double the amount of rent due for each day the Tenant holds over and refuses to surrender possession. Such daily rent shall be computed by dividing the rent for the last month of the lease by fifteen (15).

### **22. RULES AND REGULATIONS**

Landlord reserves the right to make rules and regulations from time to time relating to the use and operation of the premises. Tenant agrees to abide by such rules and regulations and agrees that any violation thereof shall be deemed a default. No external television or radio antennas and no clothes lines shall be installed outside the premises, nor shall signs or other devices be hung from the exterior of the premises. The Tenant shall use picture hooks and not nails or other devices from hanging articles on the interior walls. The toilets and sinks shall not be used for any purpose other than those for which they are constructed, nor shall rubbish, rags or other improper articles be thrown into the toilets or sinks. No grease shall be poured in the kitchen sinks. Damage to the building caused by the misuse of such equipment shall be borne solely by the Tenant. The Tenant shall not change, alter or replace any locks on the demised premises without the written permission of the Landlord. Damage to screens and sliding doors caused by misuse shall be borne solely by the Tenant.

### **23. ENTIRE AGREEMENT/NO ORAL AGREEMENTS**

The agreements contained in the Lease set forth the entire understanding of the parties and, shall not be changed or terminated orally.

### **25. OBLIGATION**

If there is more than one Tenant, their obligations hereunder shall be joint and several. All terms and conditions of this lease shall be binding upon and inure to the benefit of the legal representatives, heirs, successors, and assigns of the parties hereto. Any notice required or permitted by the terms of this lease or any legal service of process may be given by or to or served upon any one Tenant, if there be more than one, and shall have the same effect as if given to or served upon all.

Scott A. Lindsay Rental, P.O. Box 7626, 92 Exchange Street, Portland, Maine 04112-7626

Phone: 207-773-8422

Fax: 207-773-8427

RENTAL APPLICATION

Name Jessica Thurston Home Phone 799-4901 Work Phone 842-5589

Social Security No. 006-62-7099 Driver's License No. 1195214

Present Address 77 Pearl St S. Portland ME 04106  
How long at this address? 1yr Rent \$ 375 Reason for moving would like to live alone  
Owner/Manager Marc Doering Phone 799-4901

Previous Address 26 Park St.  
How long at this address? 2yrs Rent \$ 400 Reason for moving left the country for several months  
Owner/Manager Gail Rice Phone 879-1681

Prev: Cobb's Bridge Rd New Gloucester RR2 Box 640 \$300 John Mitschela 926-3217  
Name and relationship of every person to live with you (include ages of minor children).

none

Any Pets? yes Describe 1 cat Waterbed? no

Present Occupation Sales Administrator Employer Diversified Communications Phone 842-5589  
How long with this employer? 2 months Supervisor Jane Bogue Phone same

Previous Occupation Sales Person Eastern Mtn. Sports Supervisor J. Ryan or Catherine Brva Phone 772-3776  
How long with this employer? 2.5 yrs Supervisor \_\_\_\_\_ Phone \_\_\_\_\_

Current Gross Income Per Month (before deductions) \$ \$ 2000.00

List sources of income (other than present employment listed above) part time retail @ Eastern Mtn. Sports & occasional Nanny-fill-in

Savings Bank Peoples Heritage Branch \_\_\_\_\_ Account Number 020247525

Checking Bank Peoples Heritage Branch \_\_\_\_\_ Account Number 040201942

Major Credit Card \_\_\_\_\_ Account Number \_\_\_\_\_ Expires \_\_\_\_\_

Credit Reference \_\_\_\_\_ Account Number \_\_\_\_\_ Balance Owed \_\_\_\_\_ Monthly Payment \_\_\_\_\_

Credit Reference \_\_\_\_\_ Account Number \_\_\_\_\_ Balance Owed \_\_\_\_\_ Monthly Payment \_\_\_\_\_

Have you ever filed bankruptcy? no Have you ever been evicted? no

Vehicle(s) Make(s) Toyota Model(s) Corolla Year(s) 1988 License(s) \_\_\_\_\_

Personal Reference Greg Willoughby Address 82 Laundry St. Biddeford, ME 04005 Phone 284-7052

Contact in Emergency Owen Thurston Address lower Bennett Rd New Gloucester, ME 04260 Phone 207 926-5101

I declare that the statements above are true and correct, and I hereby authorize verification of references given and a credit check.  
Date 2/2/2000 Signed Jessica Thurston

**SCOTT A. LINDSAY  
RESIDENTIAL LEASE**

Agreement of Lease, made this 22<sup>nd</sup> day of February, 2000, between **Scott A. Lindsay** (hereinafter "Landlord"), having an office at 92 Exchange Street, P.O. Box 7626, Portland, Maine 04112, and Ryan Penney (hereinafter "Tenant"), whose address is 56 Mellen St. Apt. #3.

**1. RESIDENCE LOCATION**

This residence is an apartment. It is located at:

56 Mellen St., Apt. #2, Portland, ME 04101

**2. LENGTH OF LEASE**

A. **Initial Rental Period.** The Landlord will rent this residence to the Tenant for 6 months. This term shall begin on the 1<sup>st</sup> day of March, 2000 at noon.

B. **Extended Stay.** If the Tenant has not moved out of the residence by 12 noon on the day the lease ends and has not signed with the Landlord a new lease, then the term of this lease shall become month to month and shall be known as a continuing month to month tenancy. This month to month tenancy shall be governed by this written lease and shall not be considered a "tenancy-at-will"; therefore, State law regulating a tenancy-at-will shall not be applicable. All the terms of this lease will remain in effect, except that either party may terminate this month-to-month tenancy by giving to the other party written notice at lease thirty (30) days before the rent is due and Section 10 of this lease shall not be applicable.

**3. RENT PAYMENT & ADDITIONAL CHARGES**

a. **Rent Amount.** The rent for this residence is \$ 450.00 a month. The Tenant shall pay the rent for each month on the 1<sup>st</sup> day of the month. If there are charges in addition to this rent they are listed below in paragraph C.

B. **Paying the Rent.** The rent should be paid to: **Scott A. Lindsay, 92 Exchange Street, PO Box 7626, Portland, Maine 04112.**

**The Landlord can assess a penalty of 4% of the monthly rent once payment is 15 or more days late.**

C. **Additional Charges.** In addition to the monthly rent the Tenant also agrees to pay the Landlord the following charges:

(1) **Lock Out Charge of \$25.00** - If the Landlord or its agent is contacted and asked to assist the Tenant in getting into his/her apartment after Landlord business hours which are currently 9:00 A.M. - 5:00 P.M., Monday through Friday, but may change from time to time, the Tenant agrees to pay the Landlord a lock out charge of \$25.00. Payment for the lock out charge will be due on the following rent day along with the monthly rent.