



A. Settlement Statement (HUD-1)

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 13-091P	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

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

D. Name and Address of Borrower: Emily K. Leshar Andrew A. Schmidt 117 High Parkway Golden, CO 80403	E. Name and Address of Seller: Kathleen D. McCarthy 60 Berkeley Street Portland, ME 04103	F. Name and Address of Lender:
G. Property Location: 60 Berkeley Street Portland, ME 04103 Cumberland County, Maine	H. Settlement Agent: Old Port Title 65 West Commercial Street Portland, ME 04101 Ph. (207)774-0761 Place of Settlement: 65 West Commercial Street Portland, ME 04101	I. Settlement Date: April 9, 2013

J. Summary of Borrower's transaction		K. Summary of Seller's transaction	
100. Gross Amount Due from Borrower:		400. Gross Amount Due to Seller:	
101. Contract sales price	245,000.00	401. Contract sales price	245,000.00
102. Personal property		402. Personal property	
103. Settlement Charges to Borrower (Line 1400)	2,257.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by Seller in advance		Adjustments for items paid by Seller in advance	
106. City/Town Taxes 04/10/13 to 07/01/13	878.17	406. City/Town Taxes 04/10/13 to 07/01/13	878.17
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	248,135.17	420. Gross Amount Due to Seller	245,878.17
200. Amounts Paid by or in Behalf of Borrower		500. Reductions in Amount Due Seller:	
201. Deposit or earnest money	20,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to Seller (Line 1400)	13,064.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff First Mortgage	
205.		505. Payoff Second Mortgage	
206.		506.	
207.		507. (Deposit disb. as proceeds)	
208. Seller Credit to Buyer	3,900.00	508. Seller Credit to Buyer	3,900.00
209.		509.	
Adjustments for items unpaid by Seller		Adjustments for items unpaid by Seller	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes to		511. County Taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517. Final Water/Sewer to Portland Water District	141.01
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	23,900.00	520. Total Reduction Amount Due Seller	17,105.01
300. Cash at Settlement from/to Borrower		600. Cash at settlement to/from Seller	
301. Gross amount due from Borrower (line 120)	248,135.17	601. Gross amount due to Seller (line 420)	245,878.17
302. Less amount paid by/for Borrower (line 220)	(23,900.00)	602. Less reductions due Seller (line 520)	(17,105.01)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	224,235.17	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	228,773.16

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Borrower

 Emily K. Leshar

 Andrew A. Schmidt

Seller

 Kathleen D. McCarthy

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges

700. Total Real Estate Broker Fees		\$ 12,250.00		
Division of commission (line 700) as follows:				
701.	\$ 6,125.00	to	Lucas Real Estate	
702.	\$ 6,125.00	to	Re/Max By the Bay	
703.	Commission paid at settlement			
704.				
705.				
800. Items Payable in Connection with Loan				
801.	Our origination charge			
		\$	(from GFE #1)	
802.	Your credit or charge (points) for the specific interest rate chosen			
		\$	(from GFE #2)	
803.	Your adjusted origination charges to		(from GFE #A)	0.00
804.	Appraisal fee	to	(from GFE #3)	
805.	Credit Report	to	(from GFE #3)	
806.	Tax service	to	(from GFE #3)	
807.	Flood certification	to	(from GFE #3)	
808.			(from GFE #3)	
809.			(from GFE #3)	
810.			(from GFE #3)	
811.			(from GFE #3)	
900. Items Required by Lender to Be Paid in Advance				
901.	Daily interest charges from	to	@ \$/day (from GFE #10)	
902.	MIP Tot Ins. for Life of Loan	months to	(from GFE #3)	
903.	Homeowner's insurance for	years to	(from GFE #11)	
904.			(from GFE #11)	
905.			(from GFE #11)	
1000. Reserves Deposited with Lender				
1001.	Initial deposit for your escrow account		(from GFE #9)	
1002.	Homeowner's insurance	months @ \$	per month \$	
1003.	Mortgage insurance	months @ \$	per month \$	
1004.	Property taxes		\$	
1005.			\$	
1006.		months @ \$	per month \$	
1007.		months @ \$	per month \$	
1008.			\$	
1009.			\$	
1100. Title Charges				
1101.	Title services and lender's title insurance		(from GFE #4)	622.00
1102.	Settlement or closing fee	to	Old Port Title \$ 622.00	
1103.	Owner's title insurance to Chicago Title Insurance Company		(from GFE #5)	860.00
1104.	Lender's title insurance to Chicago Title Insurance Company		\$	
1105.	Lender's title policy limit		\$	
1106.	Owner's title policy limit	\$ 245,000.00		
1107.	Agent's portion of the total title insurance premium	to	Old Port Title \$ 602.00	
1108.	Underwriter's portion of the total title insurance premium	to	Chicago Title Insurance Company \$ 258.00	
1109.	Document Prep-Deed	to	Law Offices of Robert E. Danielson \$	175.00
1110.	Discharge Procurement	to	Old Port Title \$	75.00
1111.			\$	
1112.			\$	
1113.			\$	
1200. Government Recording and Transfer Charges				
1201.	Government recording charges	to	Cumberland Registry of Deeds (from GFE #7)	18.00
1202.	Deed \$ 18.00	Mortgage \$	Releases \$	Other \$
1203.	Transfer taxes	to	Cumberland Registry of Deeds (from GFE #8)	539.00
1204.	City/County tax/stamps		\$	
1205.	State tax/stamps	\$ 1,078.00	\$	539.00
1206.				
1207.				
1300. Additional Settlement Charges				
1301.	Required services that you can shop for		(from GFE #6)	
1302.	Survey Fee	to	Bruce R. Bowman \$	200.00
1303.	Courier Fee	to	Old Port Title \$	18.00
1304.	Wire Fee	to	Old Port Title \$	25.00
1305.			\$	
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				2,257.00
				13,064.00

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

The undersigned hereby acknowledge receipt of a completed copy of this statement of any attachments referred to herein

Borrower

Emily K. Lasher

Andrew K. Schmidt

Old Port Title Settlement Agent

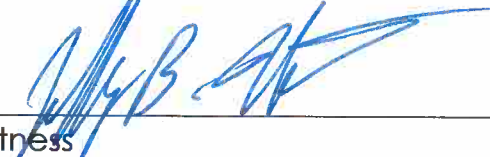
Seller

Kathleen D. McCarthy

WARRANTY DEED
Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS, That **Kathleen D. McCarthy** of Portland, County of Cumberland and State of Maine, for consideration paid, grants to **Emily K. Leshner and Andrew A. Schmidt** whose mailing address is 117 High Parkway, Golden, CO 80403 with **WARRANTY COVENANTS**, as joint tenants, the real property situated in Portland, County of Cumberland and State of Maine more particularly described in Exhibit A attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this
April 9, 2013.



Witness



Kathleen D. McCarthy

State of Maine
County of Cumberland

April 9, 2013

Personally appeared before me the above named Kathleen D. McCarthy and acknowledged the foregoing instrument to be her free act and deed.



Jeffrey B. Herbert
Attorney at Law

Exhibit A

A certain lot or parcel of land, with the buildings thereon, situated in the City of Portland, County of Cumberland and State of Maine on the westerly side of Berkeley Street, bounded and described as follows:

Commencing at a point on the westerly side line of Berkeley Street which point is southerly two hundred (200) feet from the intersection of said westerly side line of Berkeley Street and the southerly side line of Concord Street; thence from said point at right angles with said Berkeley Street on a course North 67° West approximately one hundred one and twenty-two hundredths (101.22) feet to an iron stake, which course is the northerly boundary line of Lot No. Twelve (12) as delineated on a Plan of Newman recorded in Cumberland County Registry of Deeds, Plan Book 23, Page 3; thence in a southeasterly course parallel with the westerly side line of said Berkeley Street a distance of sixty (60) feet to a stake; thence in a southeasterly course parallel with the first mentioned bound a distance of one hundred (100) feet, more or less, to a stake on the westerly side line of Berkeley Street; thence northwesterly along the westerly side line of said Berkeley Street a distance of sixty (60) feet to the point of beginning.

Meaning and intending to convey all of Lot Number Twelve (12) and a strip of land ten (10) feet wide on the northerly side of Lot Number Eleven (11) as delineated on a Plan of Newman recorded in Cumberland County Registry of Deeds, in Plan Book 23, Page 3.

The above described premises are conveyed subject to restrictions contained in deed from Robert P. Cline, et al. to Edwin M. Purinton, et al. recorded in said Registry of Deeds in Book 2267, Page 9.

Meaning and intending to convey and hereby conveying the same premises as set forth in deed from Joyce L. Leo to Robert J. McCarthy and Kathleen D. McCarthy dated July 16, 1963 and recorded in the Cumberland County Registry of Deeds in Book 2762, Page 253. The said Robert J. McCarthy died September 22, 1989, leaving Kathleen D. McCarthy the sole surviving joint tenant.

Buyers: Emily K. Leshar
Andrew A. Schmidt
Seller: Kathleen D. McCarthy
Property Address: 60 Berkeley Street, Portland, ME, 04103
Closing Date: 04/09/13


COMPLIANCE AGREEMENT

We, the undersigned buyers and seller, agree to sign, execute, and/or re-sign and re-execute any and all closing documents to correct errors in such documents, or make changes necessary to correct any typos or errors.

We, the undersigned borrower (s) and seller(s) agree(s) to indemnify and hold harmless the closing counsel for insurance, taxes, water and sewer, electric, gas, oil or Condo fees or reserve adjustments which were adjusted at closing. Borrower (s) and seller(s) agree(s) that neither closing counsel or the title company takes responsibility for these adjustments.

Witness our/my hand(s) and seal(s) as of the closing date set forth above.

Buyers

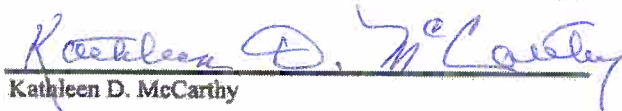


Emily K. Leshar



Andrew A. Schmidt

Seller



Kathleen D. McCarthy

NOTICE PURSUANT TO 38 M.R.S.A. SECTION 563(6)

Kathleen D. McCarthy, as Seller of the real property located at 60 Berkeley Street, Portland, ME, 04103 (the "Premises"), hereby files this written notice with Emily K. Leshner and Andrew A. Schmidt, as Purchaser of the Premises, in accordance with 38 M.R.S.A. §563(6). (Check A, B or C, as appropriate, and if B is checked, complete the information in B(1) and B(2).)

X A. To the best of my knowledge, no underground storage facility for the storage of oil or petroleum products exists on the Premises.

_____ B. An underground oil storage facility exists on the Premises.

B(1). The State of Maine Registration numbers for all oil storage facilities on the Premises are as follows:

No. _____
No. _____

B(2). (Check One). The oil storage facilities _____ have _____ have not been abandoned in place (out of service for more than 12 months), pursuant to 38 M.R.S.A. §566-A.

B(3). The facility is subject to regulation, including registration requirements, by the Maine Department of Environmental Protection under 38 M.R.S.A. §561, et seq.

_____ C. The premises does not have an above ground oil storage facility for motor fuel with underground piping.

DATED: 04/09/13


Kathleen D. McCarthy

ACKNOWLEDGEMENT OF RECEIPT


Emily K. Leshner


Andrew A. Schmidt



Certification of Smoke and Carbon Monoxide Alarms

In accordance with 25 M.R.S.A. § 2464, subsection 10 and 25 M.R.S.A. § 2468, subsection 6, I (we), Emily K. Leshar, Andrew A. Schmidt, do hereby certify that I (we) shall properly install operational smoke detectors and carbon monoxide detectors, if they are not already present, in this building located at 60 Berkeley Street, Portland within 30 days of this closing or occupancy of this building, whichever comes later.



Emily K. Leshar



Andrew A. Schmidt

FORM REW-4
MAINE REVENUE SERVICES
Income Tax Division - REW
P.O. Box 1068
Augusta, Maine 04332-1068
Tel. (207) 626-8473
Fax (207) 287-4028

NOTIFICATION TO BUYER(S) OF WITHHOLDING TAX REQUIREMENT

36 M.R.S.A §5250-A provides that every buyer of real property in Maine must withhold tax in an amount equal to 2 ½% of the consideration. Any buyer who fails to withhold the tax is personally liable for the tax. The withholding required by §5250-A must be transmitted to the Executive Director within 30 days of the transfer of the real property. A buyer is not required to withhold tax if:

- (a) The seller furnished to the buyer a certificate stating that under penalty of perjury that as of the date of the transfer the seller is a resident of the State of Maine;
- (b) The seller or the buyer has received from the Executive Director a certificate stating that no tax is due on the gain from the transfer or that the seller has provided adequate security to cover the liability;
- (c) The consideration from the property is less than 50,000.00;
- (d) Written notification of the withholding requirement of 36 M.R.S.A. 5250-A has not been provided to the buyer, or
- (e) The property is being transferred pursuant to a foreclosure sale when the consideration paid does not exceed the debt secured by the property held by a mortgagee or lienholder, or a mortgagor conveys the property to a mortgagee in lieu of foreclosure and with no additional consideration.

The undersigned buyer(s) acknowledge(s) receipt of this notification of the withholding tax requirements of 36 M.R.S.A. §5250-A.



Emily K. Lesh



Andrew A. Schmidt

**IMPORTANT NOTICE ABOUT PROPERTY TAXES FOR
BUYERS AND SELLERS**

1. Under Maine law payment of property taxes is the responsibility of the person who owns the property on April 1st.
2. The buyer and seller may agree to divide the taxes between them, but if any part of the taxes is not paid, a lien will be filed in the name of the person who owned the property on April 1st.

Please be aware:

If you are the Seller – Even if you no longer own the property, a lien may have a negative effect on your credit rating.

If you are the Buyer – if a lien is filed in the Seller's name, the municipality may foreclose on your property unless the taxes are paid.


3. Municipalities have different fiscal years and tax due dates.
4. Make sure you understand the Buyer's and Seller's obligations with regard to property taxes and what may happen if taxes are not paid as agreed.
5. If you feel a lien has been filed incorrectly in your name;
 - a. Obtain a copy of the lien from the Registry of Deeds; and
 - b. Discuss the matter with your municipality.

If your credit report is incorrect, contact the Bureau of Consumer Credit Protection at 1-800-DEBT-LAW to determine what remedies are available to correct your credit report.

These potential tax lien problems can be avoided by providing that funds are set aside in escrow at the time of closing to ensure that property taxes will be paid.

Dated: 04/09/13


Kathleen D. McCarthy


Emily K. Leshner


Andrew A. Schmidt

AGREEMENT

RE: REAL ESTATE TAXES AND UTILITIES

Closing Date 04/09/13
Property 60 Berkeley Street, Portland, ME, 04103
Buyers: Emily K. Leshner and Andrew A. Schmidt
Sellers: Kathleen D. McCarthy

The above parties agree that (unless the parties have made some other specific arrangements) Seller is liable for all taxes and utility bills up to and including the date of closing and municipal betterments assessed up to and including the date of the Purchase and Sale Agreement, Buyer is liable for all taxes, utility bills and betterments after the date of closing. So that the charges are paid in an orderly manner the parties agree to and acknowledge:

Real estate taxes have been adjusted or otherwise accounted for in the following manner:

- A. The parties agree to adjust the real estate taxes by themselves outside of the closing, without involving the bank or the closing attorney.
- B. The tax rate has been set, the amount of the taxes is known and the taxes have been adjusted at the closing. If the adjustment is incorrect due to misinformation or clerical error the parties agree to readjust the taxes in accordance with the corrected information obtained.
- C. The amount of the real estate taxes on the above property is not known at this time. The taxes have this day been apportioned to the best judgment of the parties. The parties hereto agree to reapportion the taxes when the actual tax bill is issued. If the bill is in excess of the amount as apportioned this day, the Seller agrees to pay to the Buyer such portions of the same as the apportionment would show to be due by them and the Buyer agrees that if the tax bill is less than the amount as apportioned this day the Buyer agrees to pay to the Seller that portion of the taxes which had been paid by the Seller in excess of the amount that they should have paid.
- D. (other)

It is understood that real estate tax bills will not be in the name of the Buyer for approximately one year. Seller will forward any tax bills received to the Buyer. However, Buyer acknowledges that Buyer is primarily responsible for knowing when taxes are due and obtaining a tax bill from the Seller or directly from the Tax Collector's office. Buyer will pay interest and penalties if assessed.

K. M. C.

Utilities and Similar Liens:

Water, sewer and possibly gas and electric charges due to the City or Town should appear on the Municipal Lien Certificate if a Certificate is available at the closing. However, the figures shown on the Certificate are frequently out of date (the figure shown has already been paid and a new monthly bill has been issued). Also amounts due for water, utilities (either public or privately owned), oil, taxes, including water or fire district taxes, and any other charges are based on figures supplied by the municipality, agency, real estate broker, buyer or seller. The parties understand that these figures may be estimates. Due to this lack of certainty the items referred to in this paragraph have not been adjusted. The parties agree to make these adjustments between themselves without involving the lending institution or closing attorney. However, if an exact figure is available or the parties can obtain an exact figure within a reasonable time after closing, those figures will be included at the option of the parties.

The Buyer and Seller in consideration of the purchase and sale of the property each promise and guarantee to the other that they pay any sums for which they are responsible.

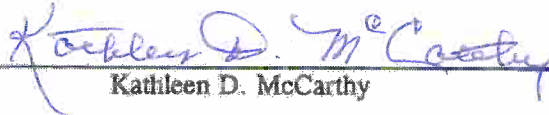
The Buyer and Seller each agree to supply the other with a forwarding address for future correspondence.

The Buyers, Borrowers, and Sellers jointly and severally and for good and valuable consideration, agree to execute and deliver to Old Port Title whatever additional documents or amendments to existing documents, which are reasonably required to effectuate the transaction provided such additional documents are prepared by said closing attorney and do not in any way adversely affect, or otherwise enlarge the liability of, any of the undersigned relative to said transaction.

Tax and Mortgage Payoff Information

The undersigned Seller(s) have been informed and understand that the settlement agent is relying on information provided by the appropriate municipality concerning municipal liens and by the lending institution(s) with regard to any outstanding mortgages. The undersigned Seller(s) shall remain liable to the settlement agent in the event that any of said information is incorrect and as a result the full amount owing to said municipality and/or lending institution is not collected from said Seller(s).

Seller(s)

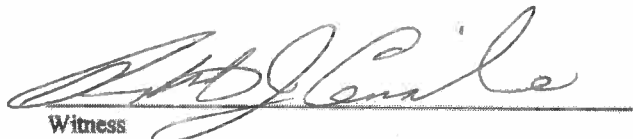

Kathleen D. McCarthy

Buyer(s)


Emily K. Leshner


Andrew A. Schmidt

Signed in the presence of:


Witness

TAX RECORD INFORMATION

File #: 13-091P

Closing Date: April 9, 2013

Buyer Names: Emily Leshar and Andrew Schmidt

Property Address: 60 Berkeley Street, Portland, ME, 04103

Seller Names: Kathleen D. McCarthy

Seller Mailing Address: 60 Berkeley Street, Portland, ME 04103

Tax ID Information

Map: 131 Block: H Lot: 28

Tax Authority: Portland

Address: PO Box 544, Portland, ME, 04112

Phone: 207-874-8490 Type of Tax: City/

Annual Tax Amount: \$4097.00 Tax Year: 2013

Tax Due Dates: September and March

Taxes Paid Through: 6/30/13

Next Payment Due: 9/10/2013

Estimate Due Next Year: \$4097.00

K. Mc

OLD PORT TITLE

Of Counsel

ROBERT E. DANIELSON, ESQUIRE
JEFFREY B. HERBERT, ESQUIRE

TWO CANAL PLAZA, FOURTH FLOOR
PORTLAND, ME 04101

TEL: (207) 774-0761
FAX: (207) 879-1579

OLD PORT TITLE PRIVACY POLICY

We collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as your name, address, telephone number, or social security number;
- Information about your transactions with us, our affiliates, or other. We receive this information from your lender, attorney, real estate broker, etc.; and
- Information from public records

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide the products or services requested by you or your lender.

We maintain physical, electronic, and procedural safeguards that comply with appropriate federal and state regulations.

If you have any questions regarding our policy, please do not hesitate to contact us.



THIS IS NOT A BOUNDARY SURVEY

INSPECTION OF PREMISES

I HEREBY CERTIFY TO Old Port Title Co.

60 Berkeley Street
Portland, Maine

Job Number: 419-72

Inspection Date: 03-25-13

Scale: 1" = 20'

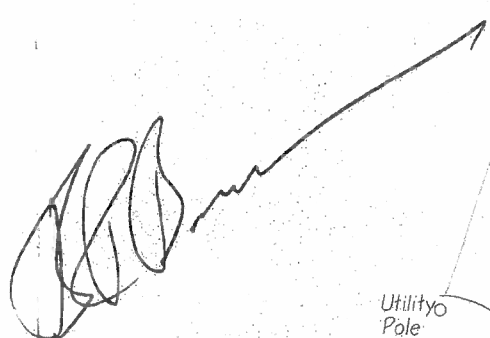
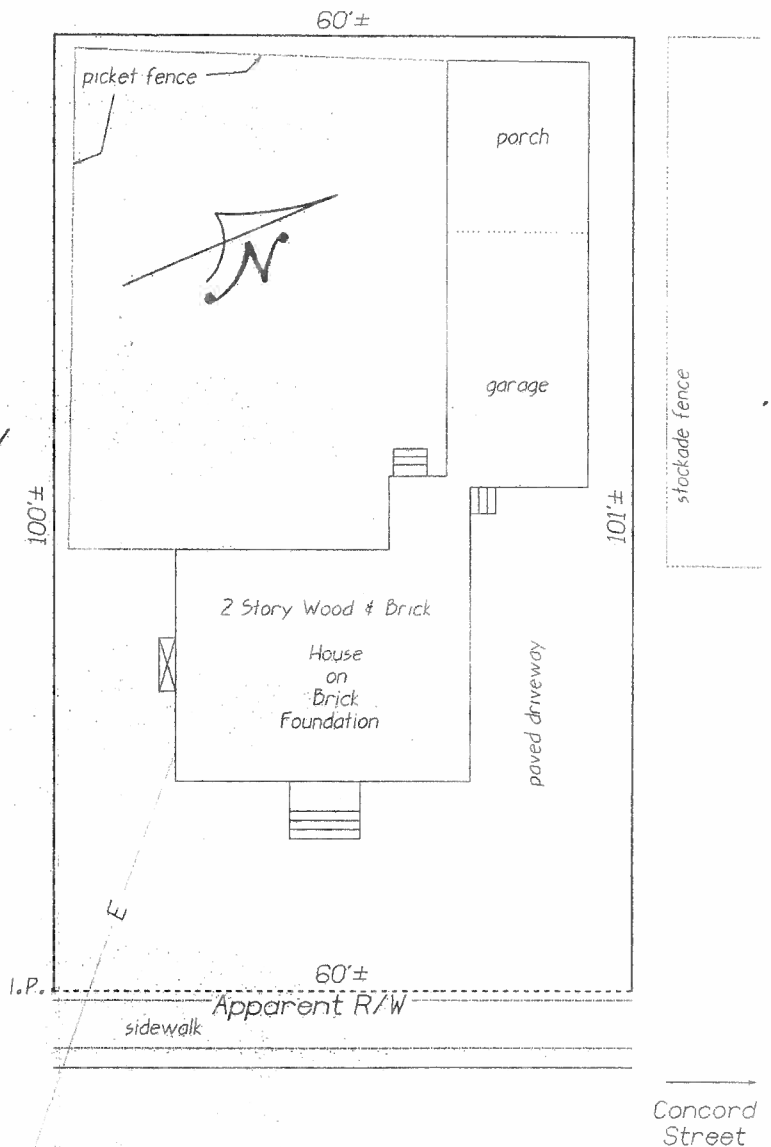
The monumentation is ~~not~~ in harmony with current deed description.

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

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 0007 B

BUYER: Emily Leshar &
Andrew Schmidt
SELLER: Kathleen McCarthy



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
INCORPORATED
184 John Small Road
Chebeague Island, Maine 04017
Phone: (207) 846-1663
Fax: (207) 846-1664



PLAN BOOK 23 PAGE 3 LOT 12+
DEED BOOK 2762 PAGE 253 COUNTY Cumberland

THIS PLAN IS NOT FOR RECORDING Drawn by: