

**City of Portland – Permitting and Inspections Dept.
389 Congress Street Room 315
Portland, Maine 04101**

To: Zoning Board of Appeals

Re: Conditional Use Appeal Application for Additional Dwelling Unit

Address of Property: 249 Concord Street West Portland, Maine

From: Caleb Ballard – Property Owner

Table of Contents

1. Conditional Use Appeal Application
2. Cover Letter addressed to Zoning Board of Appeals
3. Site Plan
4. Proposed Unit Plan
5. Existing Unit Plans
6. Tax Map with Property Highlighted
7. Photographs of Property
8. Copy of Deed
9. Copy of Sales Agreement



Jeff Levine, AICP, Director
Planning & Urban Development Department

Ann Machado
Zoning Administrator

CITY OF PORTLAND ZONING BOARD OF APPEALS

Conditional Use Appeal Application

Applicant Information:

Caleb Ballard

NAME

N/A

BUSINESS NAME

N/A

BUSINESS ADDRESS

N/A

BUSINESS TELEPHONE & E-MAIL

Property Owner

APPLICANT'S RIGHT/TITLE/INTEREST

R-5

CURRENT ZONING DESIGNATION

Subject Property Information:

249 Concord St West

PROPERTY ADDRESS

133 G006001

CHART/BLOCK/LOT (CBL)

N/A

PROPERTY OWNER (If Different)

N/A

ADDRESS (If Different)

(207) 229-3864 / ccballard@gmail.com

PHONE # AND E-MAIL

Section 14-118 Items 5a-h

CONDITIONAL USE AUTHORIZED BY
SECTION 14- _____

EXISTING USE OF THE PROPERTY:

Multi-family home with two (2) two Bedroom, one Bathroom dwellings.

TYPE OF CONDITIONAL USE PROPOSED:

Change of use for existing third floor living space into additional one bedroom, one bathroom dwelling.

STANDARDS: Upon a showing that a proposed use is a conditional use under this article, a conditional use permit shall be granted unless the Board determines that:

- 1. The volume and type of vehicle traffic to be generated, hours of operation, expanse of pavement, and the number of parking spaces required are not substantially greater than would normally occur at surrounding uses or other allowable uses in the same zone; and*
- 2. The proposed use will not create unsanitary or harmful conditions by reason of noise, glare, dust, sewage disposal, emissions to the air, odor, lighting, or litter; and*
- 3. The design and operation of the proposed use, including but not limited to landscaping, screening, signs, loading deliveries, trash or waste generation, arrangement of structures, and materials storage will not have a substantially greater effect/impact on surrounding properties than those associated with surrounding uses of other allowable uses in the zone.*

NOTE: If site plan approval is required, attach preliminary or final site plan.

The undersigned hereby makes application for a conditional use permit as described above, and certifies that the information herein is true and correct to the best of his OR her knowledge and belief.

SIGNATURE OF APPLICANT

3/17/17

DATE

Caleb Ballard
249 Concord St
Portland, Me 04103
207.229.3864

To: Zoning Board of Appeals

I am appealing to the zoning board for a **Conditional Use Dwelling Unit**. With this appeal, I would like to convert the third floor living space of my multi-family (2 unit) home into an additional dwelling unit under the conditional use described by 14-118(a)(5) of the City of Portland Maine's code of ordinances. A summary of the standards of that conditional use and how my project meets them follows.

14-118(a)(5) Standards

Use of space existing as of September 3, 2008, to accommodate additional dwelling units under the following conditions.

- A. *This section shall under no conditions permit more than four dwelling units on a lot and shall not allow more than two additional dwelling units on a lot above what would otherwise be permitted.*

The proposed would constitute the third dwelling unit on the lot.

- B. *Any units created under this section may not be sold as condominium units or otherwise separated from the ownership of at least one of the pre-existing units on the site*

I will maintain sole ownership of the property and will not be selling any of the units separately or as condos. The proposed third dwelling unit would serve as a one bedroom apartment.

- C. *Any units created under this section must be affordable to households earning up to 80% of AMI and are subject to income verification as further outlined in implementing regulations.*

I have spoken with Tyler Norod in the housing division about this stipulation and he verified the following. For a 1-bed unit, the maximum allowable rent would be calculated based off of 30% of a one-person household's monthly gross income at 80% of Area Median Income (AMI) minus the utility assumptions.

$$((30\% \times 80\% \text{ income limits for one person household}) / 12) - \text{utilities} = \text{max allowable rent}$$

$$((30\% \times \$43,050) / 12) - \text{utilities} = \text{max allowable rent}$$

$$((\$12,915) / 12) - \text{utilities} = \text{max allowable rent}$$

$$\$1,076.25 - \text{utilities} = \text{max allowable rent}$$

All utilities for the proposed unit would be included in the cost of the rent so the rent would be set at \$1050.00

- D. *The additional units shall have a minimum floor area of four hundred (400) square feet and may not involve removing more than ten percent of the gross floor area of an existing dwelling unit into a new dwelling unit. Gross floor area shall exclude any floor area that has less than two-thirds of its floor-to-ceiling height above the average adjoining ground level and may include the attic if such space is habitable.*

As the enclosed floor plan indicates, the proposed space will have more than 600 square feet of area with 100% of floor to ceiling height above adjoining ground level. No floor area will be removed from existing dwelling units.

E. *Modifications to existing structures shall be minimal, and be limited to new doors, windows and other openings;*

Confirmed. At this time, I have no planned modifications to the existing structure.

F. *Parking shall be provided as required by Division 20 of this article*

Per Chapter 14 Section 14-332 A.2 for change in use in existing structures one (1) additional parking space for each such unit is required and existing parking spaces exceed one (1) space for each dwelling unit. This requirement will be met with the five (5) off street parking spaces that are available two in the carport covered parking area and three in the driveway.

G. *There shall be no open, outside stairways or fire escapes above the ground floor*

There are and will be no open outside stairways or fire escapes above the ground floor.

H. *The project shall be subject to Article V for site plan review and approval and the following additional standards:*

i. *Any additions or exterior alterations such as façade materials, building form, roof pitch, and exterior doors shall be designed to be compatible with the architectural style of the building and preserve the single-family appearance of the building*

Confirmed. At this time I do not intend to make any additions or exterior alterations.

ii. *The scale and surface area of parking, driveways and paved areas shall be arranged and landscaped properly to screen vehicles from adjacent properties and streets.*

The driveway is very well screened from other properties.

Conditional Use Standards

1. *The volume and type of vehicle traffic to be generated, hours of operation, expanse of pavement, and the number of parking spaces required are not substantially greater than would normally occur at surrounding uses or other allowable uses in the same zone*

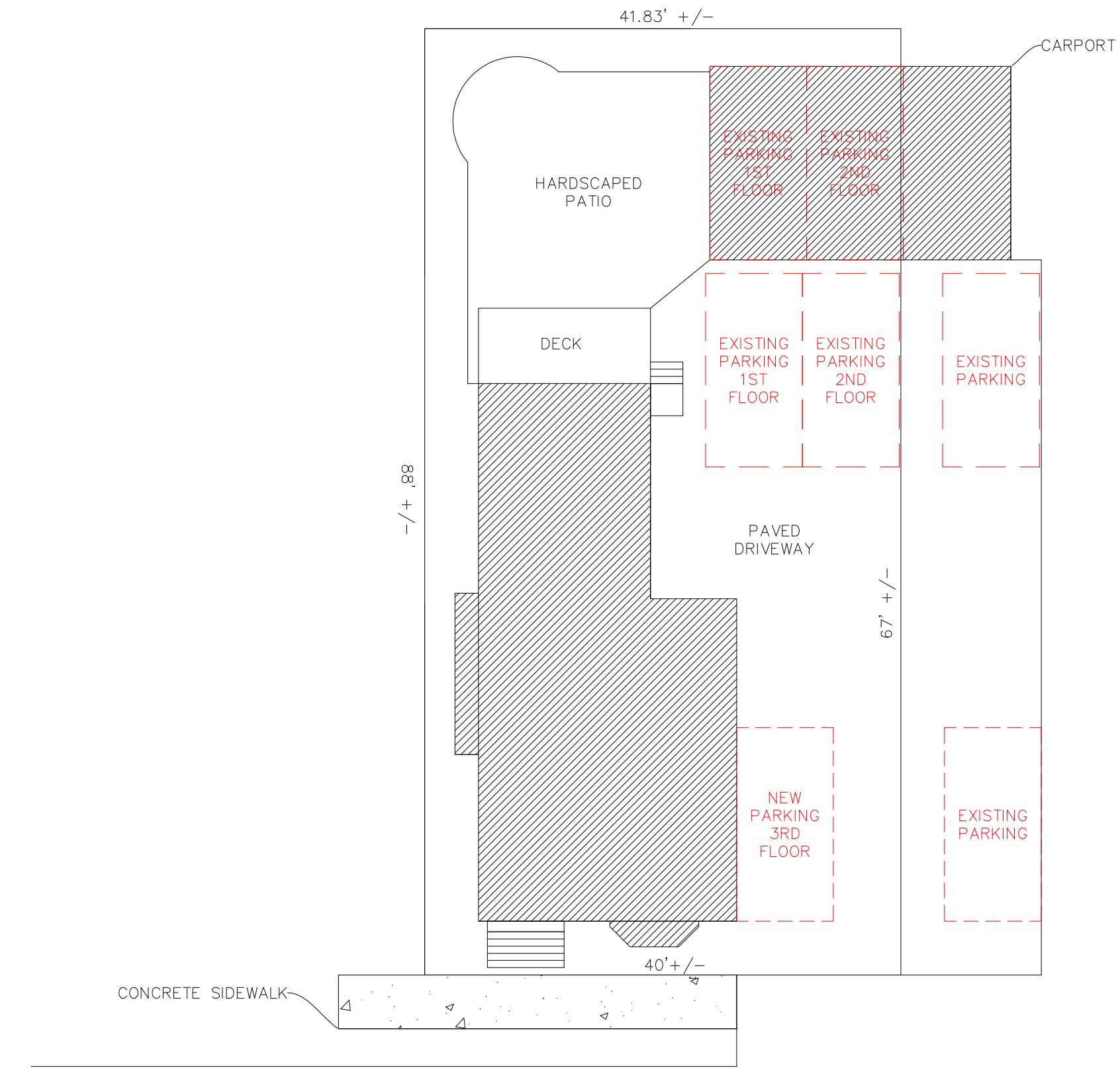
i. As mentioned in item F above the available off street parking is for five vehicles; two in the garage and three in the uncovered areas of pavement. This parking area is adjoined with my neighbor who owns one bay of the garage and approximately one third of the driveway. My neighbor Cynthia Adams lives at 245 Concord St West with her son James and they have spaces for their two vehicles against their house with room for all parked cars to pass. The additional dwelling unit will not create any unusual situations for any of the surrounding users.

2. *The proposed use will not create unsanitary or harmful conditions by reason of noise, glare, dust, sewage disposal, emissions to the air, odor, lighting, or litter*

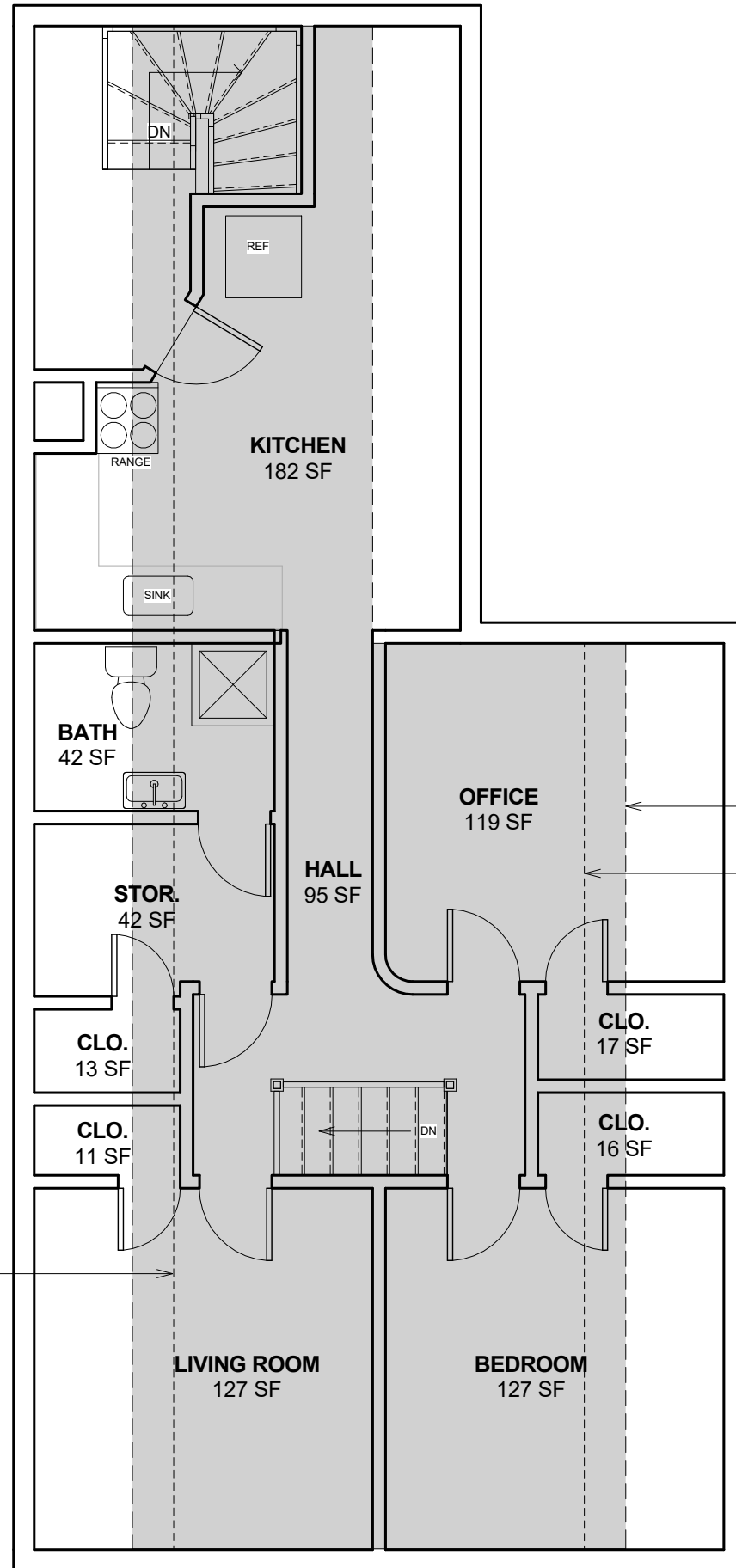
i. The proposed unit will not create any unsanitary or harmful conditions. The additional dwelling unit will utilize existing sewerage and impacts to that sanitary system will not be noticeable. Same stands for noise, glare, dust, emissions to the air, odors, lighting, and/or litter. The proposed unit will be well insulated to maintain proper sound transmission levels.

3. *The design and operation of the proposed use, including but not limited to landscaping, screening, signs, loading deliveries, trash or waste generation, arrangement of structures, and materials storage will not have a substantially greater effect/impact on surrounding properties than those associated with surrounding uses of other allowable uses in the zone.*

i. The proposed unit is a one-bedroom and will utilize existing parking and facilities. There will be minimal if any effect on the above mentioned standards.

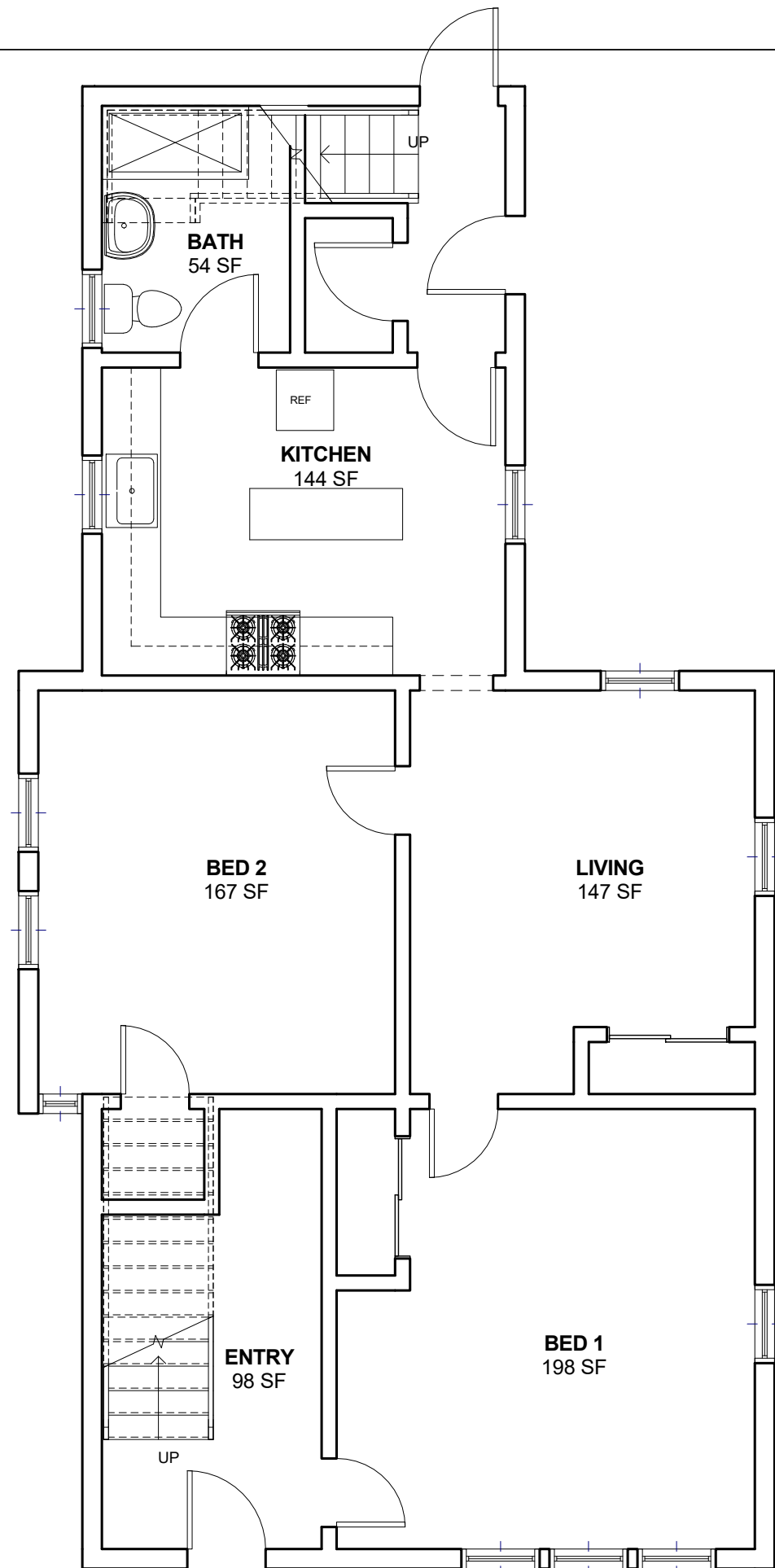


PROJECT		
249 CONCORD ST		
OWNER		
TITLE		
PLOT PLAN		
DRAWN BY	CHECKED BY	PROJECT #
REVISION		DRAWING
SHEET NUMBER		SCALE
		DATE

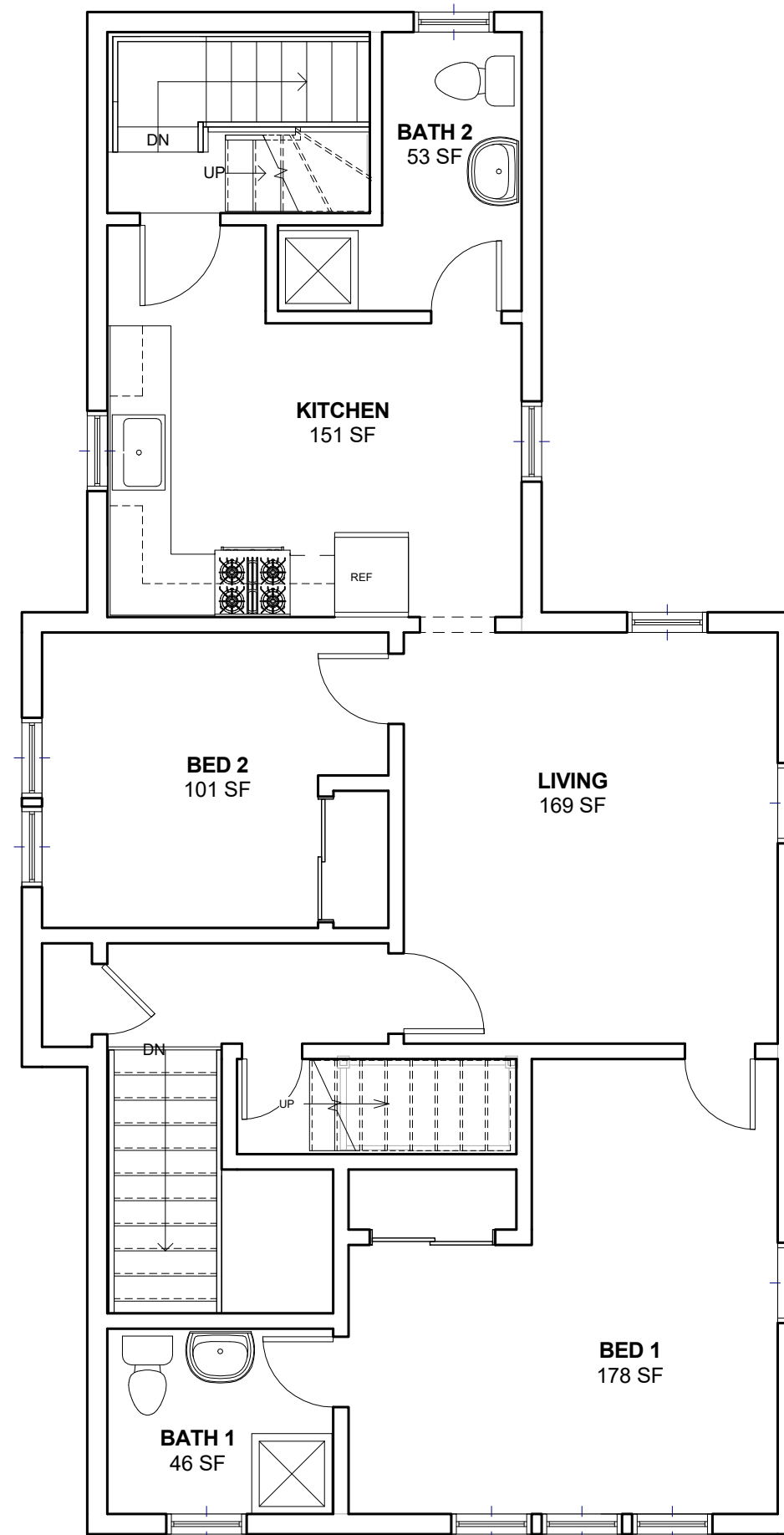


PROPOSED THIRD FLOOR PLAN

PROJECT		
249 CONCORD ST		
OWNER		
TITLE		
PROPOSED UNIT		
DRAWN BY	CHECKED BY	PROJECT #
REVISION		DRAWING
SHEET NUMBER		SCALE
		DATE



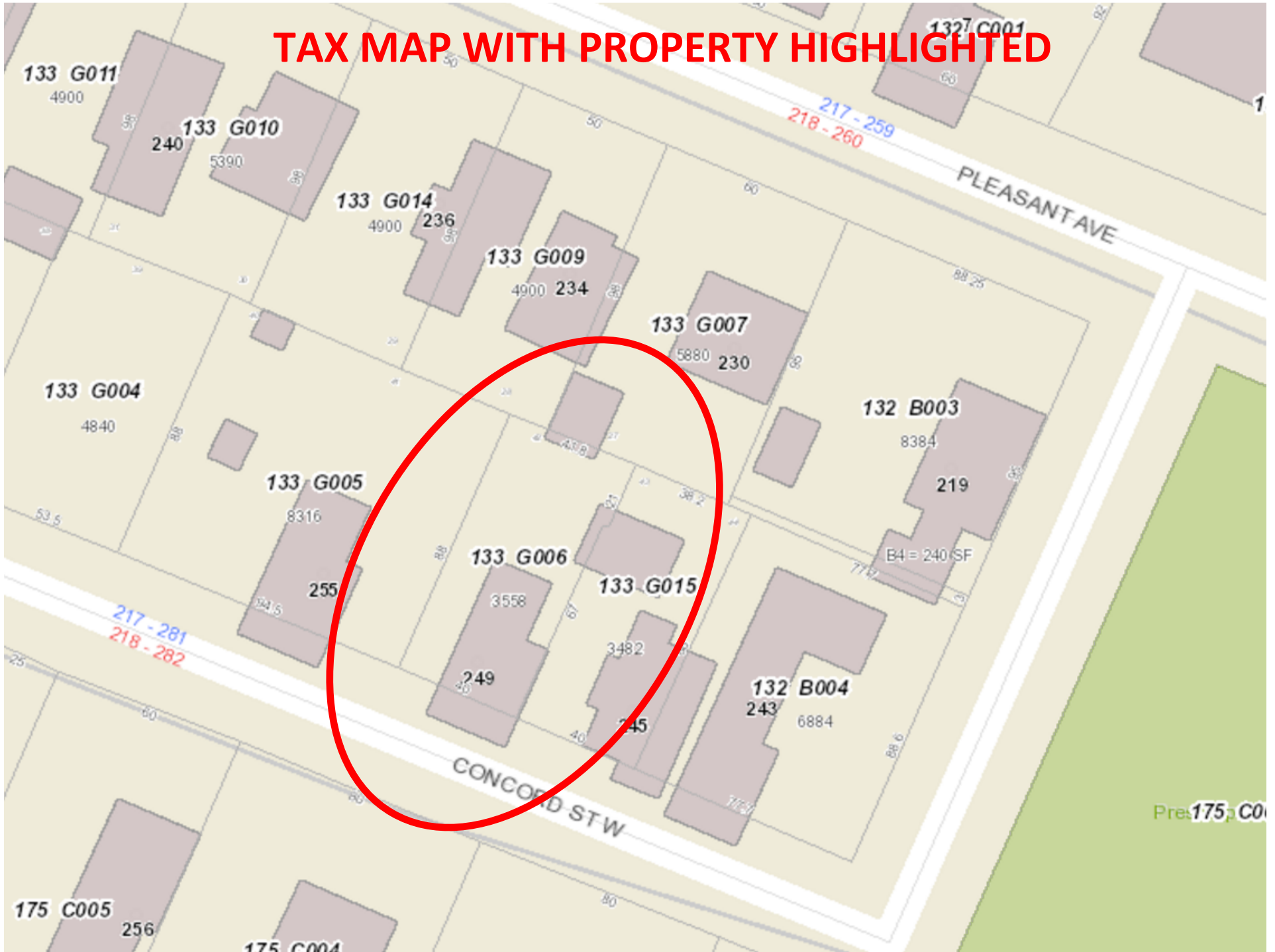
EXISTING FIRST FLOOR PLAN



EXISTING SECOND FLOOR PLAN

PROJECT		
249 CONCORD ST		
OWNER		
TITLE		
EXISTING FLOOR PLANS		
DRAWN BY	CHECKED BY	PROJECT #
REVISION		DRAWING
SHEET NUMBER		SCALE
		DATE

TAX MAP WITH PROPERTY HIGHLIGHTED



SATELLITE IMAGE WITH PROPERTY HIGHLIGHTED





VIEW OF DRIVEWAY FROM CONCORD ST WEST.

EAST FACADE



EAST FACADE FROM THE SOUTH SIDE OF CONCORD ST WEST

SOUTH FACADE



SOUTH FACADE



WEST FACADE

WEST FACADE FROM THE SOUTH SIDE OF CONCORD ST WEST



BACK PATIO - COMMON AREA

DEED

Doc#: 63794 Bk:31094 Pg: 26

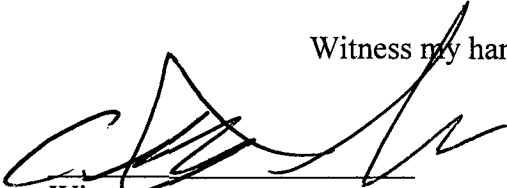
WARRANTY DEED (Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS, that I, Jeffrey Borland, of Portland, County of Cumberland, State of Maine, for consideration paid, GRANT to Caleb Ballard, of Portland, County of Cumberland and State of Maine, whose mailing address is PO Box 8422, Portland, Maine 04112, with **WARRANTY COVENANTS**, the land with buildings thereon in Portland, County of Cumberland and the State of Maine, described as follows:

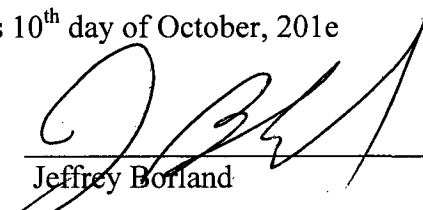
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Meaning and intending to convey the same premises described in deed of JPMorgan Chase Bank, National Association, dated February 20, 2012 and recorded in the Cumberland County Registry of Deeds in Book 29373, Page 144.

Witness my hand and seal this 10th day of October, 201e



Witness




Jeffrey Borland

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

October 10, 2013

Then personally appeared before me the above- named Jeffrey Borland and acknowledged the foregoing instrument to be his free act and deed.

Before me, 

Notary Public/ Attorney at Law

C TRENT GRACE
Notary Public, Maine
My Commission Expires February 2, 2015

MAINE REAL ESTATE TAX PAID

DEED

Doc#: 63794 Bk:31094 Pg: 27

Exhibit A
249 Concord Street West
Portland, Maine

A certain lot or parcel of land, with the buildings thereon, situated in the City of Portland on the northerly side of Concord Street and bounded and described as follows:

Commencing at a point in the northerly side line of Concord Street, said point being distant in a northwesterly direction three hundred thirty-two and sixty-two hundredths (332.62) feet from the intersection of said line of Concord Street with the westerly line of Stevens Avenue;

Thence Northeasterly and at right angles to said line of Concord Street, sixty-seven (67) feet to a point; Thence Southeasterly and at right angles to the last described line, one and eight-tenths (1.8) feet to a point;

Thence Northeasterly and at right angles to last described line, a distance of twenty-one (21) feet to a point and fence;

Thence Northwesterly by said fence and parallel to said line of Concord Street, forty-one and eight-tenths (41.8) feet to a point; thence Southwesterly eighty-eight (88) feet to said line of Concord Street;

Thence Southeasterly and along said line of Concord Street, forty (40) feet to the point of beginning.

TOGETHER WITH the right to pass and repass over the driveway about eight (8) feet wide, extending from said Concord Street to the garage located partially on the lot hereby conveyed and partially on the adjoining lot Southeasterly thereof. Said driveway being partially on the lot hereby conveyed and partially on said adjoining lot.

SUBJECT TO the right of the owner of the adjoining lot southeasterly of the lot hereby conveyed to pass and repass over said driveway. No automobile shall park in said driveway and no obstruction shall be placed thereon.

Received
Recorded Register of Deeds
Oct 15, 2013 11:49:03A
Cumberland County
Pamela E. Lovley

SALES AGREEMENT

Doc#: 63795 Bk:31094 Pg: 28

When recorded, return to:
Reliant Mortgage Company, LLC
ATTN: Final Document Department
100 Cummings Center, Suite 303C
Beverly, MA 01915

LOAN #: 130857268

[Space Above This Line For Recording Data]

State of Maine

MORTGAGE

FHA Case No.
231-1254511-703-203B

MIN: 1002345-0005005431-6

THIS MORTGAGE ("Security Instrument") is given on **October 10, 2013**.
CALEB BALLARD, SINGLE MAN

The Mortgagor is

("Borrower").

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS. **FOR PURPOSES OF RECORDING THIS MORTGAGE, MERS IS THE MORTGAGEE OF RECORD.** This Security Instrument is given to **Reliant Mortgage Company, LLC, a Limited Liability Company,**

which is organized and

existing under the laws of **Massachusetts,**
and whose address is **100 Cummings Center, Suite 303C, Beverly, MA 01915.**

("Lender").

Borrower owes Lender the principal sum of **TWO HUNDRED SEVENTY NINE THOUSAND EIGHT HUNDRED THIRTY SEVEN AND NO/100******* Dollars (U.S. **\$279,837.00**).
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **November 1, 2043.**

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. Borrower does hereby mortgage, grant and convey the Property to MERS (solely as nominee for Lender and Lender's successors and assigns), with mortgage covenants, subject to the terms of this Security Instrument, to have and to hold all of the Property to MERS (solely as nominee for Lender and Lender's successors and assigns) and to its successors and assigns, forever.

Borrower understands and agrees that MERS holds only legal title to the rights granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right:

- (A) to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and
- (B) to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

Borrower hereby grant and mortgage to MERS (solely as nominee for Lender and Lender's successors in interest) the following described Property located in **Cumberland** County, Maine:

APN #: Map 133 Block G Lot 6

which has the address of **249 Concord Street West, Portland,**

[Street, City],

Maine 04103 ("Property Address");

[Zip Code]

FHA Maine Mortgage - 4/96
Ellie Mae, Inc.

Initials: **CB**

MEEFHADE 1212

MEEFHADE

10/09/2013 12:28 PM PST



SALES AGREEMENT

Doc#: 63795 Bk:31094 Pg: 29

LOAN #: 130857268

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:
UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 **et seq.** and implementing regulations, 24 CFR Part 1024, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower,



SALES AGREEMENT

Doc#: 63795 Bk:31094 Pg: 30

LOAN #: 130857268

during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.



SALES AGREEMENT

Doc#: 63795 Bk:31094 Pg: 31

LOAN #: 130857268

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may bring a lawsuit to take away all of the Borrower's remaining rights in the Property and have the Property sold. At this sale, Lender or another person may acquire the Property. This is known as "foreclosure and sale." In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs allowed by law. These costs include reasonable attorneys' fees and costs of title evidence.

Lender may require immediate payment in full under paragraph 9.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Lender's Obligation to Discharge this Security Instrument. When Lender has been paid all amounts due under the Note and under this Security Instrument, Lender will discharge this Security Instrument by delivering a certificate stating that this Security Instrument has been satisfied. Borrower will not be required to pay Lender for the discharge, but Borrower will pay all costs of recording the discharge in the proper official records.

20. Payment During Foreclosure. Borrower agrees that Lender may accept rents from the Property, hazard insurance proceeds, condemnation awards, and any other monies produced by the Property or paid by Borrower, even though Lender has demanded immediate payment in full and begun foreclosure and sale under paragraph 18 above. Lender may use such monies to pay off any part of the sums secured without affecting Lender's right to continue foreclosure and sale.

21. Interest paid on Monthly Payments of Taxes, Insurance and Other Charges. Maine law requires payment of, and Lender agrees to pay Borrower, interest on items included in each monthly payment, described in paragraph 2 as (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums or insurance required by paragraph 4, in the manner and amount set forth in Maine law on the date of this Security Instrument.



SALES AGREEMENT

Doc#: 63795 Bk:31094 Pg: 32

LOAN #: 130857268

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- Condominium Rider
- Graduated Payment Rider
- Growing Equity Rider
- Other(s) [specify]
- Planned Unit Development Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Caleb Ballard
CALEB BALLARD

OCT 10 2013
(Seal)
DATE

State of Maine

County of CUMBERLAND

The foregoing instrument was acknowledged before me this OCT 10 2013 (date)
by CALEB BALLARD (name of person acknowledged).

C Trent Grace
(Signature of Person Taking Acknowledgement)

(Title or Rank)

(Serial Number, if any)

C TRENT GRACE
Notary Public, Maine
My Commission Expires February 2, 2015



SALES AGREEMENT

Doc#: 63795 Bk:31094 Pg: 33

Exhibit A
249 Concord Street West
Portland, Maine

A certain lot or parcel of land, with the buildings thereon, situated in the City of Portland on the northerly side of Concord Street and bounded and described as follows:

Commencing at a point in the northerly side line of Concord Street, said point being distant in a northwesterly direction three hundred thirty-two and sixty-two hundredths (332.62) feet from the intersection of said line of Concord Street with the westerly line of Stevens Avenue;

Thence Northeasterly and at right angles to said line of Concord Street, sixty-seven (67) feet to a point; Thence Southeasterly and at right angles to the last described line, one and eight-tenths (1.8) feet to a point;

Thence Northeasterly and at right angles to last described line, a distance of twenty-one (21) feet to a point and fence;

Thence Northwesterly by said fence and parallel to said line of Concord Street, forty-one and eight-tenths (41.8) feet to a point; thence Southwesterly eighty-eight (88) feet to said line of Concord Street;

Thence Southeasterly and along said line of Concord Street, forty (40) feet to the point of beginning.

TOGETHER WITH the right to pass and repass over the driveway about eight (8) feet wide, extending from said Concord Street to the garage located partially on the lot hereby conveyed and partially on the adjoining lot Southeasterly thereof. Said driveway being partially on the lot hereby conveyed and partially on said adjoining lot.

SUBJECT TO the right of the owner of the adjoining lot southeasterly of the lot hereby conveyed to pass and repass over said driveway. No automobile shall park in said driveway and no obstruction shall be placed thereon.

For Grantor's source of title see deed of Jeffrey Borland, of even or recent date, to be recorded in the Cumberland County Registry of Deeds herewith.

Received
Recorded Register of Deeds
Oct 15, 2013 11:50:23A
Cumberland County
Pamela E. Lovley