00125

Quitclaim Deed Creating Life Estate

Margaret L. Stanley of Portland, Maine, for consideration paid, do hereby RELEASE unto Jane H. McDonald of Sebago, Maine; Susan S. Small of Portland, Maine; and Ellen B. Stanley of Portland, Maine, as tenants in common, the real property in Portland, County of Cumberland, State of Maine, and being more particularly described as follows:

A certain lot or parcel of land with the buildings thereon, situated in said Portland, in that part which was formerly Deering, on the westerly side of Mayfield Street, formerly Bishop Court, bounded and described as follows:

Commencing at a point on said westerly side line of said Mayfield Street Two Hundred Eighty-Nine and two tenths (289.2) feet southerly on side street from the southerly side line of said Bishop Street as shown on plan of Bishop Court made by E.C. Jordan & Co., C.E. recorded in the Registry of Deeds for said County of Cumberland in Plan Book 12, Page 68;

Thence southerly by said Mayfield Street One Hundred (100) feet to land conveyed to George Pann under date of June 22, 1923;

Thence westerly by said Pann land One Hundred and Twenty (120) feet, more or less, to land now or formerly of Dennis F. Gulliver;

Thence northerly by said Dennis F. Gulliver land Ninety Seven and three fifths (97 3/5) feet;

Thence easterly in a direct line to the point of beginning.

Also another certain lot or parcel of land with the buildings thereon, situated in said Portland in that part which was formerly Deering, on the westerly side of Mayfield Street, formerly Bishop Court, bounded and described as follows:

Commencing at a point on said westerly side line of said Mayfield Street, Three Hundred Eighty-Nine and two tenths (389.2) feet southerly on said street, from the southerly line of said Bishop Street as shown on Plan of Bishop Court made by E.C. Jordan & Co., C.E., recorded in the Cumberland County Registry of Deeds in Plan Book 12, Page 68;

Thence southerly by said Mayfield Street and the line of said Mayfield Street extended, One Hundred (100) feet to land conveyed by Daniel H. Read to John W. Gulliver;

BK 1443PG 171

Thence westerly by said Gulliver land, One Hundred and Twenty (120) feet more or less to land now or formerly of Dennis F. Gulliver;

Thence northerly by said Dennis F. Gulliver land, Ninety-Seven and three fifths (97) 3/5) feet;

Thence easterly in a direct line to the point of beginning.

Provided, however, Margaret L. Stanley retains a life estate in said property for her natural life.

. Being the same premises as conveyed to Margaret L. Stanley by Quitclaim Deed given by Alexander H. Stanley and Margaret L. Stanley dated January 3, 1995 and recorded in the Cumberland County Registry of Deeds in Book 11785, Page 116.

In Witness Whereof, the said Margaret L. Stanley, has caused this instrument to be signed and sealed this A day of December, 1998.

Witness:

STATE OF MAINE Cumberland, ss.

DELEMBER 21 , 1998

Then personally appeared the above-named Margaret L. Stanley and acknowledged the foregoing instrument to be her free act and deed,

Before me,

DEPORAH S. ROSENIRERS

(Typed or Printed Name)

My Commission expires: Aucust31,2003

RECEIVED RECORDED REGISTRY OF DEED

1999 JAN - 4 AM 11: 06

Page 2 of 2

CUMBERLAND COUNTY , John B OBrien

....

QUITCLAIM DEED With Covenant

KNOW ALL MEN BY THESE PRESENTS, THAT I, JANE H. MACDONALD, in consideration of One Dollar (\$1.00) and other valuable considerations, paid by JEFFREY M. SMALL, whose mailing address is 24 Cypress Street, Portland, Maine 04103, the receipt whereof I do hereby acknowledge, do hereby remise, release, bargain, sell and convey and forever quitclaim unto the said JEFFREY M. SMALL, his heirs and assigns forever,

See Attached Legal Description in Exhibit A

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to the said JEFFREY M. SMALL, his heirs and assigns, to his own use and behoof forever.

AND I do **covenant** with the said Grantee, his heirs and assigns, that I shall and will **warrant** and **defend** the premises to the said Grantee, his heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through or under me.

IN WITNESS WHEREOF, I, the said JANE H. MACDONALD, have hereunto set my hand and seal this 3/ day of the month of January, 2004.

Signed, Sealed and Delivered in presence of

Witness & Harris

Jame H. Mac Donald

STATE OF MAINE COUNTY OF CUMBERLAND, SS.

January 31

, 2004

Then personally appeared the above-named JANE H. MACDONALD, and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public/Attorney-At-Law

Deborah. A. Murphy Printed Name

re5 macdonald-small-stanley.qcd 1/21/04

DEBORAH A. MURPHY Notary Public, Maine My Commission Expires November 2, 2007

EXHIBIT A

A certain lot or parcel of land with the buildings thereon, situated in Portland, County of Cumberland, State of Maine, in that part which was formerly Deering, on the westerly side of Mayfield Street, formerly Bishop Court, bounded and described as follows:

Commencing at a point on said westerly sideline of said Mayfield Street, two hundred eighty-nine and two tenths (289.2) feet southerly on said street from the southerly sideline of said Bishop Street as shown on Plan of Bishop Court made by E.C. Jordan & Co., C.E. recorded in the Registry of Deeds for said County of Cumberland in Plan Book 12, Page 68.

Thence southerly by said Mayfield Street, one hundred (100) feet to land conveyed to George Pann under date of June 22, 1923.

Thence westerly by said Pann land one hundred twenty (120) feet, more or less, to land now or formerly of Dennis F. Gulliver.

Thence northerly by said Dennis F. Gulliver land ninety-seven and three-fifths (97 3/5) feet.

Thence easterly in a direct line to the point of beginning.

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Thence southerly by said Mayfield Street and the line of said Mayfield Street extended, one hundred (100) feet to land conveyed by Daniel H. Read to John W. Gulliver;

Thence westerly by said Gulliver land, one hundred twenty (120) feet more or less to land now or formerly of Dennis F. Gulliver;

Thence northerly by said Dennis F. Gulliver land, ninety-seven and three-fifths (97 3/5) feet;

Thence easterly in a direct line to the point of beginning.

Meaning and intending to convey the Grantor's interest in the premises which were conveyed to the Grantor and Susan S. Small and Ellen B. Stanley by deed of Margaret L. Stanley dated December 21, 1998 and recorded in the Cumberland County Registry of Deeds in Book 14443, Page 170.

Margaret L. Stanley, who had retained a life estate in a deed dated December 21, 1998 and recorded in the Cumberland County Registry of Deeds in Book 14443, Page 170, died December 3, 2002.

Received Recorded Resister of Deeds Mar 11:2004 11:12:18A Cumberland County John B Obrien

CITY OF PORTLAND, MAINE Department of Public Services **Engineering Division** 55 Portland Street, Portland, Maine 04101 (207) 874-8846 Fax (207) 874-8852

Strengthening A R	Remarkable	City -	Building A	Community	For	Life	?
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Checked By:		Date _	1 / /
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CITY OF PORTLAND, MAINE
Department of Public Services
Engineering Division
55 Portland Street, Portland, Maine 04101
(207) 874-8846 Fax (207) 874-8852

Strengthening A	A Remarkable	City -	Building A	Community	For	Life
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"Quitclaim Deed Creating Life Estate"	
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11785/16 Alexander H. Stanley: Margaret L. Stanley 0.0 M DDP 1/03/1995 DDR 1/11/1995	argared L. Stanley
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BEF; 5/A Mary E, Gary -> Grantors 9/09/1953 C	CRT 2147/144,
2147/144 Mary E. Gary - Alexander H. Stanley & 1 17017 919/1953 DOR 9/10/1953	
REF. s/A John A. Steward - George Pann 6/22/1923.	CCR07 1143/46,
S/A George Pann DEV. Ella R. Pann (WIFE).	1 1306 47.
S/A Elba A Pann AKA Ella R. Pann. 11/23/1936.	1509/348,
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CITY OF PORTLAND, MAINE

Department of Public Services
Engineering Division
55 Portland Street, Portland, Maine 04101
(207) 874-8846 Fax (207) 874-8852

Strengthening A	Remarkable	City - Bu	uilding A	Community	For 1	if
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FIRST A MERICAN TITLE INSURANCE COMPANY EAGLE LOAN POLICY SCHEDULE A

Date	y No. MEEL 103574975 Agent's File No. TE750763 & Time of Policy: February 7, 2006 at 01:39 PM. unt of Insurance: \$140,000.00
	ease indicate if this loan is a refinance. No.(5) MEEI, 101114785 Amount(s) of Insurance \$90,000.00
	ase indicate if this loan is a Variable Rate Mortgage. ase indicate if this loan is a Negative Amortization Mortgage.
Street	Address of the Land: 29 Mayfield Street, Portland, Maine.
1.	Name of Insured:
	Enterprise Mortgage of Maine, its successors and/or assigns as their interests may appear
2.	The estate or interest in the Land which is encumbered by the Insured Mortgage is: Fee Simple
3.	The estate or interest referred to herein is at Date of Policy vested in:
	Jeffrey M. Small, Susan S. Small and Ellen B. Stanley
1.	The land referred to in this policy is located at 29 Mayfield Street, in the City/Town of Portland, County of Cumberland, State of Maine and is described as set forth in "Exhibit A" attached hereto and made a part hereof.
5.	The Insured Mortgage and assignments thereof, if any, are described as follows:
٠.,	Mortgage from Jeffrey M. Small to Town & Country FCU, dated February 2, 2006, in the original principal amount of \$140,000.00 and recorded in the Cumberland County Registry of Deeds in Book 23654, Page 52 on February 7, 2006.
1	
idelity	y Title Company

This Schedule A is valid with First American EAGLE Policy only.

ENHILIT A

A certain lot or protect of land with the buildings thereon, situmed in said Purtland, in that part which was followed Deering, on the westerly side of Muyfield Street, formerly Bishop Court, bounded and described as follows:

Commencing at a point on said westerly side line of said Mayfield Street Two Hundred Eighty-Nine and two tenths (289.2) feet southerly on side street from the southerly side line of said Bishop Street as shown on plan of Bishop Court made by E.C. Jordan & Co., C.E. recorded in the Registry of Deeds for said County of Cumberland in Plan Book 12, Page 68;

Thence southerly by said Mayfield Street One Hundred (100) feet to land conveyed to George Pann under date of June 22, 1923;

Thence westerly by said Pann land One Hundred and Twenty (120) feet, more or less, to land now or formerly of Dennis F. Gulliver;

Thence northerly by said Dennis F. Gulliver land Ninety Seven and three fifths (97 3/5) feet;

Thence easterly in a direct line to the point of beginning.

Also another certain lot or parcel of land with the buildings thereon, situated in said Portland in that part which was formerly Deering, on the westerly side of Mayfield Street, formerly Bishop Court, bounded and described as follows:

Commencing at a point on said westerly side line of said Mayfield Street, Three Hundred Eighty-Nine and two tenths (389.2) feet southerly on said street, from the southerly line of said Bishop Street as shown on Plan of Bishop Court made by E.C. Jordan & Co., C.E., recorded in the Cumberland County Registry of Deeds in Plan Book 12, Page 68;

Thence southerly by said Mayfield Street and the line of said Mayfield Street extended, One Hundred ('00) feet to land conveyed by Daniel H. Read to John W. Gulliver:

Thence westerly by said Gulliver land, One Hundred and Twenty (120) feet more or less to land now or formerly of Dennis F. Gulliver;

Thence northerly by said Dennis F. Gulliver land, Ninety-Seven and three fifths (97 3/5) feet;

Thence easterly in a direct line to the point of beginning.

Provided, however, Margaret L. Stanley retains a life estate in said property for her natural life.

Margaret L. Stanley died December 3, 2002.

FIRST AMERICAN TITLE INSURANCE COMPANY EAGLE LOAN POLICE' SCHEDULE 8

File #: TE7507B

EAGLE loan Policy No. MEEL 103574975

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PARTI

1. Environmental protection liens provided for by the following existing state statutes, which liens will have priority over the lien of the Insured Mortgage when they arise:

38 MRSA Section 1370

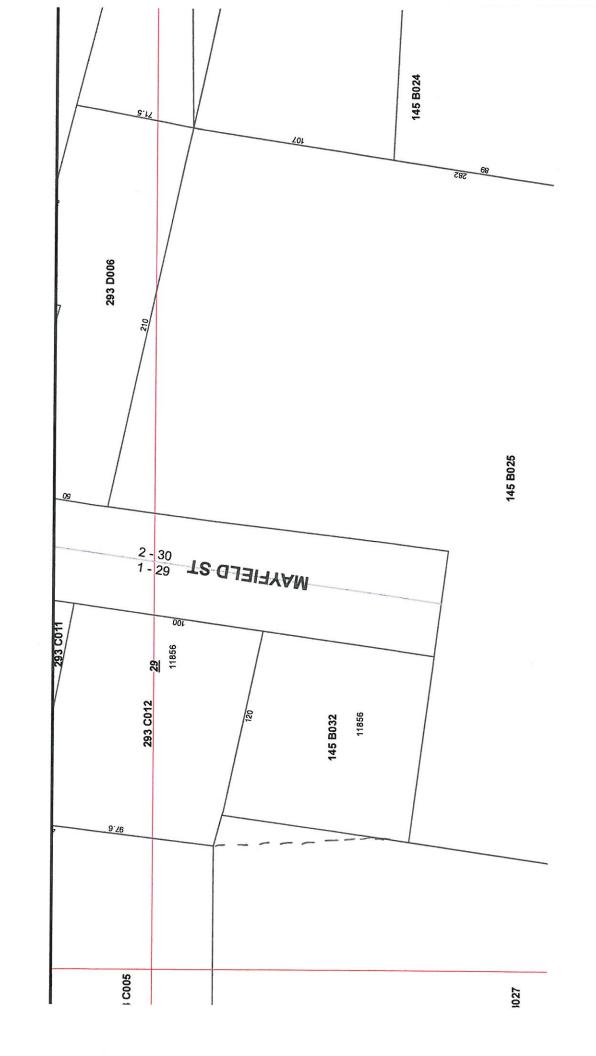
- If THE INSURED PREMISES IS A CONDOMINIUM UNIT: Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the laws of the State of the insured premises or set forth in the Master Deed or Declaration of Condominium, in the related By-Laws, in the Declaration of Trust, or Site Plans and Floor Plans as duly recorded in the appropriate land records office and as the same may have been lawfully amended, and in any instrument creating the estate or interest insured by this policy.
- 2. Any exception, reservation, restriction, easement or condition set out in the attached Exhibit A.
- 3. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of adjacent streets, roads and ways.

NOTE: As used herein, recorded shall mean recorded with the Cumberland County Registry of Deeds.

4. Such state of facts as set forth or depicted on a plan of Bishop Court, recorded in Plan Book 12, Page 68.

The following coverage(s), as checked, are hereby given with respect to this Loan Policy, to the same extent as if the endorsement(s) were attached to said policy:

X	_FATIC -SECONDARY MORTGAGE MARKET ENDORSEMENT
	ALTA 4 - CONDOMINIUM ENDORSEMENT
	ALTA 5 - PLANNED UNIT DEVELOPMENT ENDORSEMENT
i _	
INIT	AL FOR IDENTIFICATION



Know all Men by these Presents, That

I, Alexander H. Stanley (whose Service Serial No. is 606 27 52) and Margaret L. Stanley, both of Portland in the County of Cumberland and State of Maine,

being shareholders in the Association hereinafter named, in consideration of Nine Thousand (\$9,000.00)-----Dollars,

paid by MAINE SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the State of Maine, and having its principal place of business at Portland, in the County of Cumberland and State of Maine, the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said MAINE SAVINGS AND LOAN ASSOCIATION, its successors and assigns forever, the following described real estate:—

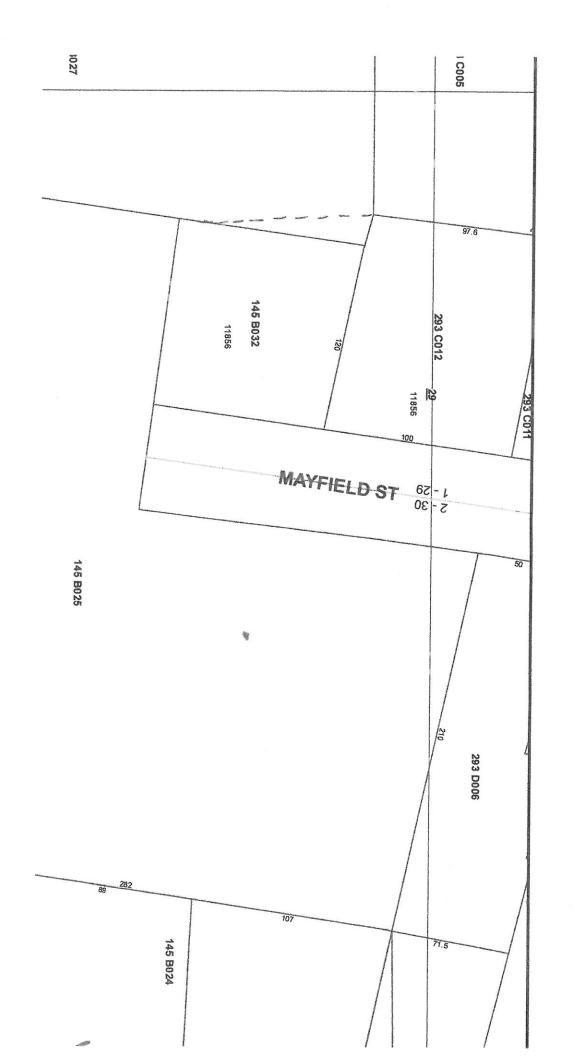
A certain lot or parcel of land with the buildings thereon, situated in said Portland in that part which was formerly Deering, on the westerly side of Mayfield Street, formerly Bishop Court, bounded and described as follows: -

Commencing at a point on said westerly side line of said Mayfield Street two hundred eighty-nine and two tenths (289.2) feet southerly on said street from the southerly side line of said Bishop Street as shown on plan of Bishop Court made by E. C. Jordan & Co., C. E. recorded in the Registry of Deeds for said County of Cumberland, Plan Book 12, Page 68; thence southerly by said Mayfield Street one hundred (100) feet to land conveyed to George Pann under date of June 22, 1923; thence westerly by said Pann land one hundred and twenty (120) feet, more or less, to land now or formerly of Dennis F. Gulliver; thence northerly by said Dennis F. Gulliver land ninety-seven and three fifths (97-3/5) feet; thence easterly in a direct line to the point of beginning.

Also another certain lot or parcel of land/situated in said Portland in that part which was formerly Deering, on the westerly side of Mayfield Street, formerly Bishop Court, bounded and described as follows:

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Being the same premises conveyed to the Grantors herein by Mary E. Gary by deed of even date to be recorded herewith.



Together with all heating furnaces and boilers, oil burners and attachments thereto, heaters, water tanks, mantels, gas and electric light fixtures, screens, storm doors and windows, screen doors, window shades, awnings, and all other fixtures of whatever kind or nature at present contained in said buildings and hereinafter placed therein prior to the full payment and discharge of this mortgage, which are hereby agreed to be a part of the mortgaged real estate.

Un haur and in hald the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said LOAN ASSOCIATION, its successors and assigns, to their use and behoof for-And we do COVENANT with the said MAINE SAVINGS AND LOAN ASSOCIATION, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all incumbrances; that We have good right to sell and convey the same to the said MAINE SAVINGS AND LOAN ASSOCIATION to hold as aforesaid, and that and our heirs shall and will we WARRANT and forever DEFEND the same to the said MAINE SAVINGS AND LOAN ASSOCIATION, its successors and assigns, against the lawful claims and demands of all persons.

And further covenant and agree with said Association that we will not suffer or commit any strip or waste of the above granted premises, and will promptly pay, when due, all taxes legally assessed upon the said premises, and all liens upon the same, and will keep the buildings repaired to the satisfaction of said Association, and keep them insured in such insurance company as said Association may approve, for the benefit and security of the said Association, its successors and assigns, for at least the amount of the note secured hereby, during the existence of the lien hereby created, the insurance policy to be deposited at the office of said Association; and we further covenant and agree with said Association that in the event of a breach of any of the above covenants, the whole of the moneys, principal and interest, hereby secured, shall at the election of said Association become immediately due and payable; and in case of refusal or neglect to insure said premises, or to pay such taxes, or to pay and discharge all liens upon the same, the said Association, its successors and assigns, may procure and pay for such insurance and may pay such taxes or liens, and all moneys so paid and all expenses lawfully incurred by said Association in foreclosing said mortgage, including a reasonable sum as attorney's fees, and in the event of said Association taking possession of said premises, all sums expended for water rates and improvements or repairs necessary to put and keep said premises in a tenantable condition, in excess of the income, if any, received from said premises, with interest on such sum so paid at two per cent per month, shall become so much additional indebtedness against said

-----Alexander H. Stanley and Margaret L. Stanley----

and shall be secured by this mortgage.

Provided, Nevertheless, that if the said Alexander H. Stanley and Margaret L. Stanley,

their heirs, executors or administrators, shall well and truly pay to the said Association, its successors or assigns, the sum of Nine Thousand-----(\$9,000.00)------Dollars in or within 20 years no months from this date, with interest thereon at the rate of per cent per annum; interest and principal payable in monthly installments of Fifty-six and 97/100---and every month hereafter, which payment shall be applied as follows: -(1) to the interest on the unpaid balance of the debt, said interest to be computed . monthly in advance on unpaid balance due on principal; (2) the remainder to the unpaid principal of the debt, until the same is paid in full, with the right to make such additional payments on account of principal as said Association may permit. In addition to said monthly payments, we promise to pay an additional amount of two per cent each month on monthly payments not made on time as fixed by the rules, regulations or by-laws of said Association, as provided in promissory note of even date; and shall also repay on demand all sums said Association may have paid for taxes, assessments, insurance, discharge of liens, and necessary improvements or repairs on the above described property, and all expenses, if any, including reasonable attorney's fees incurred in foreclosing this mortgage, and shall well and truly keep all covenants herein contained, then this obligation, as also one certain promissory note, bearing even date with these presents, signed by the said Alexander H. Stanley and Margaret L.

Stanley , promising to pay to the said MAINE SAVINGS AND LOAN ASSOCIATION, the said sums, at the times and in the manner aforesaid shall both become null and void; otherwise shall remain in full force and effect.

However, in case (1) of default for the space of three months in the payment of the note hereinbefore described, according to the exact terms thereof, or in case (2) the owner of the premises herein described shall fail to be and remain a shareholder in said Association, or in case (3) of a breach of any other of the covenants herein contained, the said Association having declared the whole of the moneys, principal and interest, hereby secured, due and payable, this mortgage may be foreclosed by any of the methods provided by law.

In Witness Wherent, We, the said Alexander H. Stanley and Margaret L. Stanley , being husband and wife,

each

/joining in this deed as Grantor and relinquishing and conveying all our rights by descent, or otherwise, in the above described premises, have hereunto set our hands and seals this

day of September in the year of our Lord one thousand nine hundred and fifty-three

Signed Sealed and Belivered in presence of allesander V. Stanley Maryant & Stanley Manyant & Stanley

SAVINGS AND LOAN ASSOCIATION, the said sums, at the times and in the manner aforesaid shall both become null and void; otherwise shall remain in full force and effect.

However, in case (1) of default for the space of three months in the payment of the note hereinbefore described, according to the exact terms thereof, or in case (2) the owner of the premises herein described shall fail to be and remain a shareholder in said Association, or in case (3) of a breach of any other of the covenants herein contained, the said Association having declared the whole of the moneys, principal and interest, hereby secured, due and payable, this mortgage may be foreclosed by any of the methods provided by law.

In Witness Wherenf. We, the said Alexander H. Stanley and Margaret L. Stanley , being husband and wife.

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premises, have hereunto s	rights by desce et our hands	ent, or other and seals th	wise, in nis	and relinquishing the above described
fifty-three	·	our hord one	thousand	nine hundred and
Signed, Sealed and Beliving presence of	ered	alexas	nder	V. Stanley
To bot	Q	Mary	aret L.	Stanley

State of Maine, Cumberland, ss.

September

A.D. 19 53.

Personally appeared the above named

- - - ALEXANDER H. STANLEY and MARGARET L. STANLEY- - - - and acknowledged the above instrument to be free act and deed. their

Before me,

No		

MORTGAGE DEED

DIRECT REDUCTION

FROM

ALEXANDER H. & MARGARET L. STANLEY

Maine Savings and Loan Association

Dated September 9 AD 19 53
Cumberland, ss. Registry of Deeds.
Received SEP 1 0 1953 to m., and recorded in Book 2144 Page 213
ATTEST: PORT CAMPAREGISTER.
PREMISES
· 29 Mayfield Street
Portland, Maine
Leo Gardner Shesons. ATTORNEY