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Inspections Division
Approved with Conditions
Date: 01/05/15

PURCHASE AND SALE AGREEMENT

("days" means business days unless otherwise noted, see paragraph 23)

September 13 . 2014
Offer Date

9/15/14 . _____ Effective Date
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between Matthew Dalton, Mallory Zwerdling DS DS MR MZ ("Buyer") and Ernest J. LaBerge, ~~Evelyn M. LaBerge~~ ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy ([X] all [ ] part of ; If "part of" see para. 26 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 52 Bolton Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 26615 _____, Page(s) 87.

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

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

4. PERSONAL PROPERTY: The following items of personal property as viewed on September 11, 2014 are included with the sale at no additional cost, in "as is" condition with no warranties: all kitchen appliances.

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of $ 166,000.00. Buyer [ ] has delivered; or [X] will deliver to the Agency within 3 days of the Effective Date, a deposit of earnest money in the amount $ 1,000.00. Buyer agrees that an additional deposit of earnest money in the amount of $ ---------- will be delivered ----------. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

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

6. ESCROW AGENT/ACCEPTANCE: Portside Real Estate Group ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until September 14, 2014 (date) 5 [ ] AM [X] PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on October 31, 2014 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in ~~which case the~~ parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer. MR MZ

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

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

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and ~~accept the premises~~ "as-is" together with an assignment of the insurance proceeds relating thereto.

MR MZ

Portside Real Estate Group, 190 US Route One Falmouth, ME 04105 Phone: 207.807.7839 Fax: 207.619.7612 Dalton
Mark Small

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11. FUEL/UTILITIES/PRORATIONS: Fuel remaining in tank on day of closing shall be paid by Buyer at cash price as of date of closing of company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) none . The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	X		Within 10 days	n. Arsenic Treated Wood		X	Within ____ days
b. Sewage Disposal		X	Within ____ days	o. Pests		X	Within ____ days
c. Coastal shoreland septic		X	Within ____ days	p. Code Conformance		X	Within ____ days
d. Water Quality		X	Within ____ days	q. Insurance		X	Within ____ days
e. Water Quantity		X	Within ____ days	r. Environmental Scan		X	Within ____ days
f. Air Quality	X		Within 10 days	s. Lot size/acreage		X	Within ____ days
g. Square Footage		X	Within ____ days	t. Survey/MLI		X	Within ____ days
h. Pool		X	Within ____ days	u. Zoning		X	Within ____ days
i. Energy Audit		X	Within ____ days	v. Registered Farmland		X	Within ____ days
j. Chimney		X	Within ____ days	w. Habitat Review/Waterfowl		X	Within ____ days
k. Smoke/CO detectors		X	Within ____ days	x. Flood Plain		X	Within ____ days
l. Mold		X	Within ____ days	y. Tax Status/Tree Growth		X	Within ____ days
m. Lead Paint		X	Within ____ days	z. Other ____		X	Within ____ days

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.

14. FINANCING: This Agreement [X] is [ ] is not subject to Financing. If subject to Financing:

a. This Agreement is subject to Buyer obtaining a FHA 203k DS loan of 96.500 % of the purchase price, at an interest rate not to exceed prevailing % and amortized over a period of 30 years. Buyer is under a good faith obligation to seek and obtain financing on these terms. MR BMZ

b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within 5 1 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.

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

d. After (b) is met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to provide said financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of such notice from lender shall be a default under this Agreement. After notifying Seller, Buyer shall have 5 3 days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.

e. Buyer agrees to pay no more than 0 points. Seller agrees to pay up to $ 6,000.00 toward Buyer's actual pre-paids, points and/or closing costs, but no more than allowable by Buyer's lender.

f. Buyer's ability to obtain financing [ ] is [X] is not subject to the sale of another property. See addendum Yes [ ] No [X].

g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

DS DS MR BMZ

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15. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Mindy Sanderson/Chase Caprio (015813) of The Maine Real Estate Network (2874)
Licensee — MLS ID — Agency — MLS ID
is a [X] Seller Agent [ ] Buyer Agent [ ] Disc Dual Agent [ ] Transaction Broker

John Fitzsimons/Mark Small (014443) of Portside Real Estate Group (2799)
Licensee — MLS ID — Agency — MLS ID
is a [ ] Seller Agent [X] Buyer Agent [ ] Disc Dual Agent [ ] Transaction Broker

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

16. DEFAULT/RETURN OF EARNEST MONEY: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

17. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

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

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

20. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

21. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property [ ] does [X] does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 calendar days prior to closing.

22. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their licensee. Only withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

23. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

24. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

25. ADDENDA: Lead Paint - [X] Yes [ ] No ; Other - [ ] Yes [X] No

Explain: _____

The Property Disclosure Form is not an addendum and not part of this Agreement.

26. OTHER CONDITIONS: None

DS DS

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27. GENERAL PROVISIONS:

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

b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.

c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.

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

Buyer's Mailing address is _____.

DocuSigned by: 9/13/2014 — DocuSigned by: 9/13/2014

BUYER Matthew Dalton DATE — BUYER Mallory Zwerdling DATE

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is _____.

Wayne C. McLaury Personal Rep 9/14/2014

SELLER Ernest J. LaBerge DATE — SELLER Evelyn M. LaBerge DATE

COUNTER-OFFER

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

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ ____ AM ____ PM.

SELLER DATE — SELLER DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER DATE — BUYER DATE

EXTENSION

The closing date of this Agreement is extended until _____. DATE

SELLER DATE — SELLER DATE

BUYER DATE — BUYER DATE

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EQUAL HOUSING OPPORTUNITY
Dalton

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FHA Purchase Agreement Addendum

This addendum dated is a addendum to a purchase agreement dated
between **Matthew R Dalton And Mallory B Zwerdling** (PURCHASER(s)
and (SELLER(s) for the property located at:

52 Bolton Street, Portland, ME 04102

You must read this entire document at the time you apply for the loan. Return one copy to lender as proof of notification and keep one copy for your records.

1) **AMENDATORY CLAUSE** - "It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veteran's Affairs or a Direct Endorsement Lender, setting forth the appraised value of the property of not less than $. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. *The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable."*

2) **REAL ESTATE CERTIFICATION** – The seller, the purchaser, and the real estate agent or broker hereby certify that the terms of the sales contract are true to the best of their knowledge and belief and it is agreed that any other agreement entered into by any of the parties is fully disclosed and attached to the sales contract.

3) **CONDITION OF PROPERTY**
The property you are buying is not HUD/FHA approved and HUD/FHA does not warrant the condition or the value of the property. An appraisal will be performed to estimate the value of the property, but this appraisal does not guarantee that the house is free of defects. You should inspect the property yourself very carefully or hire a professional home inspection service to inspect the property for you.

4) **INTEREST RATE AND DISCOUNT POINTS**
HUD does not regulate the interest rate or the discount points that may be paid by you or the seller or other third party. You should shop around to be sure you are satisfied with the loan terms offered and with the service reputation of the lender you have chosen.
The interest rate, any discount points and the length of time the lender will honor the loan terms are all negotiated between you and the lender.
The seller can pay the discount points, or a portion thereof, if you and the seller agree to such an arrangement.
Lenders may agree to guarantee or "lock-in" the loan terms for a definite period of time (i.e. 15, 30, 60 days, etc.) or may permit your loan to be determined by future market conditions, also known as "floating." Lenders may require a fee to lock in the interest rate or the terms of the loan, but must provide a written agreement covering a minimum of 15 days before the anticipated closing. Your agreement with the lender will determine the degree, if any, that the interest rate and discount points may rise before closing.
If the lender determines you are eligible for the mortgage, your agreement with the seller may require you to complete the transaction or lose your deposit on the property.

I certify that I have read and understand this addendum and acknowledge by my signature below that I have received a copy.

Date: 09/19/2014
PURCHASER (I CERTIFY I HAVE READ & UNDERSTAND ALL STATEMENTS ON PAGES 1 AND 2)
Matthew R Dalton

Date: 10/3/2014
SELLER (I CERTIFY I HAVE READ & UNDERSTAND STATEMENTS 1 & 2)

Date: 09/19/2014
PURCHASER (I CERTIFY I HAVE READ & UNDERSTAND ALL STATEMENTS ON PAGES 1 AND 2)
Mallory B Zwerdling

Date:
SELLER (I CERTIFY I HAVE READ & UNDERSTAND STATEMENTS 1 & 2)

Date:
PURCHASER (I CERTIFY I HAVE READ & UNDERSTAND ALL STATEMENTS ON PAGES 1 AND 2)

Date:
SELLER (I CERTIFY I HAVE READ & UNDERSTAND STATEMENTS 1 & 2)

I, the lender, certify that this information was delivered to the borrower(s) at the time of initial loan application.
Lender's Signature and Date:

X Date: 09/19/2014

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5) **DON'T COMMIT LOAN FRAUD**

It is important for you to understand that you are required to provide complete and accurate information when applying for a mortgage loan.

Do not falsify information about your income or assets.

Disclose all loans and debts (including money that may have been borrower to make the downpayment).

Do not provide false letters-of-credit, cash-on-hand statements, gift letters or sweat equity letters.

Do not accept funds to be used for your downpayment from any other party (seller, real estate salesperson, builder, etc.).

Do not falsely certify that a property will be used for your primary residence when you are actually going to use it as a rental property.

Do not act as a "strawbuyer" (somebody who purchases a property for another person and then transfers title of the property to that person), nor should you give that person personal or credit information for them to use in any such scheme.

Do not apply for a loan by assuming the identity of another person.

Do not sign an incomplete or blank document; that is, one missing the name and address of the recipient and/or other important identifying information.

Penalties for Loan Fraud: Federal laws provide severe penalties for fraud, misrepresentation, or conspiracy to influence wrongly the issuance of mortgage insurance by HUD. You can be subject to a possible prison term and fine of up to $10,000 for providing false information. Additionally, you could be prohibited from obtaining a HUD-insured loan for an indefinite period.

Report Loan Fraud: If you are aware of any fraud in HUD programs or if an individual tries to persuade you to make false statements on a loan application, you should report the matter by calling your nearest HUD office or the HUD Regional Inspector General, or call the HUD Hotline on 1-800-347-3735.

Warning: It is a crime to knowingly make false statements to the United States Government on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 US Code Section 1001 and Section 1010.

6) **DISCRIMINATION**

If you believe you have been subject to discrimination because of race, color, religion, sex, handicap, familial status, or national origin, you should call HUD's Fair Housing & Equal Opportunity Complaint Hotline: 1-800-669-9777.

7) **ABOUT PREPAYMENT**

This notice is to advise you of the requirements that must be followed to accomplish a prepayment of your mortgage, and to prevent accrual of any interest after the date of prepayment.

You may prepay any or all of the outstanding indebtedness due under your mortgage at any time, without penalty. However, to avoid the accrual of interest on any prepayment, the prepayment must be received on the installment due date (the first day of the month) if the lender stated this policy in its response to a request for a payoff figure.

Otherwise, you may be required to pay interest on the amount prepaid through the end of the month. The lender can refuse to accept prepayment on any date other than the installment due date.

Exceptions

Assumptions: When a FHA insured loan is assumed the insurance remains in force (the seller receives no refund). The owner(s) of the property at the time the insurance is terminated is entitled to any refund.

FHA to FHA Refinance: When a FHA insured loan is refinanced, the refund from the old premium may be applied toward the upfront premium required for the new loan.

How are Refunds Determined?

The FHA Commissioner determines how much of the upfront premium is refunded when loans are terminated. Refunds are based on the number of months the loan is insured: After 60 months (5 years) no refund is due the homeowner.

How are Refunds Processed?

1. Refunds of unearned upfront mortgage insurance premiums are refunded upon the receipt of the termination notice initiated by the lender. Once HUD receives and processes the termination, the refund process is initiated.
2. If you are eligible for a refund, HUD will either request Treasury to issue you a check directly or will send you an Application for Premium Refund (form HUD-27050-B).
3. Read the application carefully, sign, have it notarized, and attach proof of ownership at insurance termination.
4. Return application to the address shown on the HUD-27050-B.
5. HUD will request Treasury to issue a check if no additional information is needed.

How to Follow-Up

If you do not receive an application within 45 days after you have paid off your loan, check with your mortgage company to confirm that they have sent HUD a request for termination. If they confirm that the correct termination information was sent, contact HUD.

If you do not receive a refund or any other documentation from HUD within 60 days from the date you mailed your application, contact HUD immediately.

How to Contact HUD

By Phone: 800 697-6967
8:30 AM to 8:30 PM (EST) Monday through Friday

By Mail:
U.S. Department of Housing & Urban Development
PO Box 23699
Washington, D.C. 20026-3699

Monthly Insurance Premiums

If you paid an upfront mortgage insurance premium, you will also be charged a monthly mortgage insurance premium until the loan to value of your mortgage reaches 78 percent of the *initial* sales price or appraised value of you home, whichever was lower (provided that premiums are paid for at least five years). You will reach the 78 percent loan-to-value threshold in one of two ways: Through normal amortization as you make your monthly payments, or by paying additional principal on the mortgage. Your lender can advise you on when the mortgage will reach the 78 percent loan-to-value threshold. If you were *not* charged an upfront premium, as for example on condominiums, you will pay the monthly premium for the life of the mortgage.

Note: All inquiries should include your name, 10-digit FHA case number, paid in full date, property address, and a daytime phone number. Record your FHA case number here for future use.

Important: The rules governing the eligibility for premium refunds are based on the financial status of the FHA insurance fund and are subject to change.

SI USTED HABLA ESPANOL Y TIENE DIFICULTAD LEYENDO O HABLANDO INGLES, POR FAVOR LLAME A ESTE NUMERO TELEFONICO (703) 235-8117.

You, the borrower(s), must be certain that you understand the transaction. Sign page 1 only after you have read this entire document. Seek professional advice if you are uncertain.

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Inspections Division
Approved with Conditions
Date: 01/05/15

FHA AMENDATORY STATEMENT AND REAL ESTATE CERTIFICATION

Borrower(s): **Matthew R Dalton**
Mallory B Zwerdling

Loan Number: **429400331**

Property Address: **52 Bolton Street**
Portland, ME 04102

Lender: **Primary Residential Mortgage, Inc.**

Loan Originator: **Dwayne Hopkins**

License #: .
NMLS #: 890589

AMENDATORY STATEMENT:

It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender, setting forth the appraised value of the property of not less than **$166,000.00** The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

MATTHEW R DALTON — DATE 09/19/2014

MALLORY B ZWERDLING — DATE 09/19/2014

Wayne L. McHarvey
SELLER — DATE 10/3/2014

SELLER — DATE

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Inspections Division
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Date: 01/05/15

LOAN #: 42940033.

REAL ESTATE CERTIFICATION:

The borrower, seller, and the selling real estate agent or broker involved in the sales transaction certify that the terms and conditions of the sales contract are true to the best of their knowledge and belief and that any other agreement entered into by any of the parties in connection with the real estate transaction is part of, or attached to, the sales agreement.

MATTHEW R DALTON — DATE 09/19/2014

MALLORY B ZWERDLING — DATE 09/19/2014

SELLER — DATE 10/3/2014

SELLER — DATE

REAL ESTATE-BROKER (SELLING AGENT) — DATE 10-6-14

REAL ESTATE-BROKER (BUYING AGENT) — DATE 10-6-14

WARNING: Section 1010 of title 18, U.S.C. provides: "Whoever for purpose of... influencing such Administration... makes, passes, utters, or publishes any statement, knowing the same to be false... shall be fined not more than $5,000.00 or imprisoned not more than two years or both."

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CITY OF PORTLAND, MAINE RESURGAM
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 01/05/15

Addendum 2 to Agreement

Addendum to contract dated September 13, 2014

between Erenest J. LaBerge (hereinafter "Seller")

and Matthew Dalton , Mallory Zwerdling (hereinafter "Buyer")

property 52 Bolton Street, Portland, ME 04102

The seller has been corrected to reflect Wayne C. McGavery, Personal Representative of Ernest Joseph Laberge

Closing to take place on or before ~~11/21/2014~~. 11-28-2014

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

DocuSigned by: E1F89B6E629743F...	10/23/2014	Wayne C McGavery	10/30/2014
Buyer Matthew Dalton	Date	Seller Erenest J. LaBerge	Date
DocuSigned by: 4DD3E65456884B2...	10/23/2014		
Buyer Mallory Zwerdling	Date	Seller	Date