

**CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM
Insp Copy**

2002-0134
Application I. D. Number

06/17/2002
Application Date

20 Haskell St
Project Name/Description

Burkhardt Robert P &
Applicant

Po Box 9715-953, Portland , ME 04104
Applicant's Mailing Address

20 - 20 Haskell St , Portland, Maine
Address of Proposed Site

335 G011001
Assessor's Reference: Chart-Block-Lot

Consultant/Agent

Agent Ph: _____ **Agent Fax:** _____
Applicant or Agent Daytime Telephone, Fax

Proposed Development (check all that apply): New Building Building Addition Change Of Use Residential Office Retail
 Manufacturing Warehouse/Distribution Parking Lot Other (specify) _____

3564 sq. ft. 13149 sq. ft.
Proposed Building square Feet or # of Units Acreage of Site Zoning

Check Review Required:

- | | | | |
|--|---|--|--|
| <input checked="" type="checkbox"/> Site Plan
(major/minor) | <input type="checkbox"/> Subdivision
of lots _____ | <input type="checkbox"/> PAD Review | <input type="checkbox"/> 14-403 Streets Review |
| <input type="checkbox"/> Flood Hazard | <input type="checkbox"/> Shoreland | <input type="checkbox"/> Historic Preservation | <input type="checkbox"/> DEP Local Certification |
| <input type="checkbox"/> Zoning Conditional
Use (ZBA/PB) | <input type="checkbox"/> Zoning Variance | <input type="checkbox"/> Other _____ | |

Fees Paid: Site Plan \$50.00 Subdivision _____ Engineer Review \$250.00 Date 06/17/2002

Insp Approval Status:

Approved Approved w/Conditions
See Attached Denied

Approval Date _____ Approval Expiration _____ Extension to _____ Additional Sheets
Attached

Condition Compliance _____ signature _____ date _____

Performance Guarantee Required* Not Required

* No building permit may be issued until a performance guarantee has been submitted as indicated below

<input type="checkbox"/> Performance Guarantee Accepted	_____ date _____	_____ amount _____	_____ expiration date _____
<input type="checkbox"/> Inspection Fee Paid	_____ date _____	_____ amount _____	
<input type="checkbox"/> Building Permit Issue	_____ date _____		
<input type="checkbox"/> Performance Guarantee Reduced	_____ date _____	_____ remaining balance _____	_____ signature _____
<input type="checkbox"/> Temporary Certificate of Occupancy	_____ date _____	<input type="checkbox"/> Conditions (See Attached)	_____ expiration date _____
<input type="checkbox"/> Final Inspection	_____ date _____	_____ signature _____	
<input type="checkbox"/> Certificate Of Occupancy	_____ date _____		
<input type="checkbox"/> Performance Guarantee Released	_____ date _____	_____ signature _____	
<input type="checkbox"/> Defect Guarantee Submitted	_____ submitted date _____	_____ amount _____	_____ expiration date _____
<input type="checkbox"/> Defect Guarantee Released	_____ date _____	_____ signature _____	

sSTATUTORY WARRANTY DEED

DIVERSIFIED PROPERTIES, INC., a Maine corporation with a principal place of business in Portland, in the County of Cumberland and State of Maine

For Consideration Paid, GRANT with WARRANTY COVENANTS TO:

ROBERT P. BURKHARDT and MARY BURKHARDT, whose mailing address is P.O. Box 9715-953, Portland, Maine 04104, as JOINT TENANTS

A certain lot or parcel of land with any improvements thereon, situated on Haskell Street in the City of Portland, County of Cumberland and State of Maine, and being lot numbers two hundred sixty-eight (268) two hundred sixty-nine (269) and two hundred seventy (270) as shown on Plan of Harris Farms, made by E.C. Jordan & Co., Civil Engineers, dated June 5, 1919, recorded at the Cumberland County Registry of Deeds in Plan Book 14, Page 19.

Being a portion of the premises conveyed to the Grantor herein by deed of George E. Christy dated July 10, 2001 and recorded at the Cumberland County Registry of Deeds in Book 16517, Page 104.

This conveyance is made SUBJECT to the current real estate taxes to the City of Portland subject to proration at the closing, which the Grantees herein by their acceptance of this deed hereby assume and agree to pay.

IN WITNESS WHEREOF, the said DIVERSIFIED PROPERTIES, INC. has caused this instrument to be signed in its corporate name and sealed with its corporate seal by JAMES M. WOLF, its TREASURER. thereunto duly authorized this 7th day of NOVEMBER, 2001.

DIVERSIFIED PROPERTIES, INC.

James M. Wolf

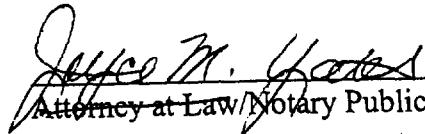
By: [Signature]
Its Treasurer

STATE OF MAINE
UMBERLAND, SS.

NOVEMBER 7, 2001

Then personally appeared the above-named JAMES M. WOLF,
TREASURER of DIVERSIFIED PROPERTIES, INC. as aforesaid and acknowledged
the foregoing instrument to be his free act and deed in his said capacity and the free act
and deed of said corporation.

Before me,



Attorney at Law/Notary Public

JOYCE M. YATES
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES SEPTEMBER 16, 2003

FILE BOTH COPIES
OF THIS FORM WITH
COUNTY REGISTRY OF DEEDS
DO NOT DETACH!

PLEASE READ INSTRUCTIONS ON REVERSE BEFORE COMPLETING DECLARATION

TRANSFER TAX DECLARATION TITLE 36, M.R.S.A., SECTIONS 4641 through 4641-N

TOWNSHIP	COUNTY	BOOK	PAGE
	CUMBERLAND		(REGISTRY USE ONLY)

GRANTEE (BUYER)

NAME(S) (LAST, FIRST, INITIAL) AND SOCIAL SECURITY NUMBER(S) OR CORPORATE NAME(S) AND FEDERAL IDENTIFICATION NUMBER(S)

RD, Robert P. RPB 030 44 8130
RD, Mary MB 024 62 3170

NUMBER AND STREET	CITY OR TOWN	STATE AND ZIP CODE
Box 9715-953	Portland	ME 04104

GRANTOR (SELLER)

ENTITY: NAME(S) (LAST, FIRST, INITIAL) AND SOCIAL SECURITY NUMBER(S) OR CORPORATE NAME(S) AND FEDERAL IDENTIFICATION NUMBER(S)

DIVERSIFIED PROPERTIES, INC. 01 047 6397

NUMBER AND STREET	CITY OR TOWN	STATE AND ZIP CODE
P.O. Box 10127	Portland	ME 04104

PROPERTY	6. TAX MAP & LOT NUMBER (Required) MAP 335 Block G Lot 11	<p>Warning to Buyer!</p> <p>If the property is classified as Farmland, Open Space, or Tree Growth, a substantial financial penalty could be triggered by development, subdivision, partition, or change in use of the property.</p> <p><input type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable</p>
	<input type="checkbox"/> MUNICIPALITY DOES NOT HAVE TAX MAPS (Please describe property)	
	7. DATE OF TRANSFER MO. DAY YR. (Use numerals) 11 7 01	

CONSIDERATION	8. Consideration meaning total amount or price paid, or required to be paid, for real property valued in money, whether received in money or otherwise and shall include the amount of any mortgage, liens or encumbrances thereon. If a gift or nominal consideration only is paid, consideration is based on the value of the property. Value is the estimated price the property would bring in the open market. (Tax will be collected at the registry when the deed is recorded. The tax rate is \$2.20 per \$500, or fractional part thereof, of consideration or value. The tax is equally divided between the buyer and the seller.) If exempt, complete line 9	
	FULL VALUE \$ 59,000.00	TAXABLE CONSIDERATION \$ 59,000.00

9. EXPLAIN BASIS FOR EXEMPTION (Complete only if transfer is claimed to be fully or partially exempt pursuant to M.R.S.A. 36 §4641-C)

10. Were there special circumstances in the transfer which suggest that the price of the property was either more or less than its fair market value. (Such as the fact that transfer was a forced sale, foreclosure, intercorporate sale, exchange, or transfer tax was based on estimate value.) **PLEASE EXPLAIN.**

YES NO

11. Buyer(s) certify that they have withheld Maine income tax from the purchase price as required by § 5250-A and will remit to Maine Revenue Services within 30 days after date of transfer.

Buyer(s) not required to withhold Maine income tax because:

seller has qualified as a Maine resident,
 a waiver has been received from the State Tax Assessor, consideration for the property is less than \$50,000,
 foreclosure sale: exempt per 36 MRSA §5250-A, sub§ 3-A

12. Aware of penalties as set forth by Title 36, Section 4641-K, we hereby swear or affirm that we have each examined this return and to the best of our knowledge and belief, it is true, correct, and complete.

GRANTEE(S) or AUTHORIZED AGENT	DATE	GRANTOR(S) or AUTHORIZED AGENT	DATE
<i>Robert P. Burdett</i>	11/7/01	<i>Terry N. Snow</i>	11/7/01
<i>Mary S. Burdett</i>			

13. Name and address of person or firm preparing this form

Terry N. Snow, Esq., P.O. Box 275, Cumberland, Maine 04021

STATUTORY SHORT FORM MORTGAGE DEED

WE, ROBERT P. BURKHARDT and MARY BURKHARDT, being husband and wife, whose mailing address is P.O. Box 9715-953, Portland, Maine 04104, hereinafter referred to as Borrowers,

FOR CONSIDERATION PAID, GRANT to:

DIVERSIFIED PROPERTIES, INC., a Maine corporation with a principal place of business in Portland, in the County of Cumberland and State of Maine, with a mailing address of P.O. Box 10127, Portland, Maine 04104, hereinafter referred to as Lender,

with MORTGAGE COVENANTS to secure the payment of a certain promissory note of even date in the sum of Twenty-Two Thousand Three Hundred Forty-Eight Dollars and Eighty Cents (\$22,348.80) in accordance with the terms and conditions of said promissory note given by the Borrowers herein to Lender herein,

Certain lots or parcels of land with any improvements thereon, situated on Haskell Street in the City of Portland, County of Cumberland and State of Maine, and being lot numbers two hundred sixty-eight (268), two hundred sixty-nine (269) and two hundred seventy (270) as shown on Plan of Harris Farms, made by E.C. Jordan & Co., Civil Engineers, dated June 5, 1919, recorded at the Cumberland County Registry of Deeds in Plan Book 14, Page 19.

Being the same premises conveyed to the Borrowers herein by warranty deed of the Lender herein, of even date, to be recorded at the Cumberland County Registry of Deeds herewith.

Non-Assumption: If title to or possession of all or any part of the premises described in the herein mortgage deed or any interest therein is sold or transferred without the prior written consent of the holder of the note given to secure this mortgage, then the entire principal sum and accrued interest shall at once become due and payable without notice, at the option of the holder of said Note.

Statutory Conditions: This mortgage is upon the statutory conditions set forth in Title 33 M.R.S.A. §769, and all acts amendatory thereto, which is hereby incorporated by reference thereto, and upon the further condition that all covenants, conditions and agreements on the part of the Borrowers herein contained shall be kept and fully performed, for any breach of which, the Lender herein, its successors and assigns, shall have all remedies provided by law.

Notices: Unless the law requires otherwise, any notice that must be given to Borrowers under this mortgage shall be given by delivering it or mailing it addressed to Borrowers as follows: P.O. Box 9715-953, Portland, Maine 04104, or to any other address the Borrowers may give to Lender in writing.

Governing Law: This mortgage shall be governed by the laws of the State of Maine, and shall be binding for the benefit of Lender, Borrowers and their respective heirs, successors and assigns. If any term of this mortgage or the note securing this mortgage conflicts with the law, then all other terms of the mortgage and note shall remain in effect without the conflicting term.

Discharge of Mortgage: When the Lender has been paid all amounts due under this mortgage and note, then Lender shall discharge the mortgage by delivering a recordable mortgage discharge to Borrowers stating that the note and the mortgage have been paid in full. Borrowers shall not be required to pay for the preparation of such discharge, but the Borrowers shall be responsible for the recording fee of said discharge.

WITNESS our hands this 21 day of NOVEMBER, 2001.

Joyce M. Yates

Robert P. Burkhardt
Robert P. Burkhardt

Joyce M. Yates

Mary S. Burkhardt
Mary Burkhardt

STATE OF MAINE
CUMBERLAND, SS.

NOVEMBER 7, 2001

Then personally appeared the above-named ROBERT P. BURKHARDT and MARY BURKHARDT and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Joyce M. Yates
Attorney at Law/Notary Public

JOYCE M. YATES

NOTARY PUBLIC, MAINE

MY COMMISSION EXPIRES SEPTEMBER 16, 2003

PROMISSORY NOTE

\$22,348.80

PORTLAND, Maine
NOVEMBER 7, 2001

FOR VALUE RECEIVED, the undersigned ROBERT P. BURKHARDT and MARY BURKHARDT, whose mailing address is P.O. Box 9715-953, Portland, Maine 04104 (Borrowers), promise to pay to DIVERSIFIED PROPERTIES, INC., a Maine corporation with a principal place of business in Portland, in the County of Cumberland and State of Maine, whose mailing address is P.O. Box 10127, Portland, Maine 04104 (Note Holder), or its order, the principal sum of TWENTY-TWO THOUSAND THREE HUNDRED FORTY-EIGHT DOLLARS AND EIGHTY CENTS (\$22,348.80), without interest. The entire principal balance shall be due and payable on or before December 3, 2001. If said principal balance is not paid prior to December 3, 2001, then interest on the unpaid principal balance shall accrue from said date until paid at the rate of eight percent (8%) per annum.

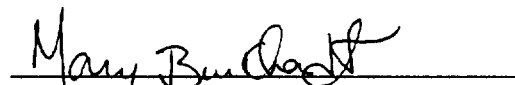
This note is non-assumable.

Borrowers may prepay the principal amount outstanding in whole or in part without penalty.

If default be made in the payment of this Note, or if default be made in the mortgage of even date given to secure this Note, which mortgage default shall continue for more than thirty (30) days after notice, in writing, from Note Holder of such failure to perform, the entire principal sum and accrued interest shall at once become due and payable, at the option of Note Holder. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Borrowers hereof agree to pay all costs of collection and/or administration of this Note, including reasonable attorney's fees and costs of the Note Holder's attorneys, upon any default in the payment of the principal of this Note or interest thereon when due, or mortgage default, whether or not suit is commenced.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.


Robert P. Burkhardt


Mary Burkhardt

This note is secured by a mortgage on the real estate situated at Lots 268, 269 and 270 Haskell Street, Portland, Maine.

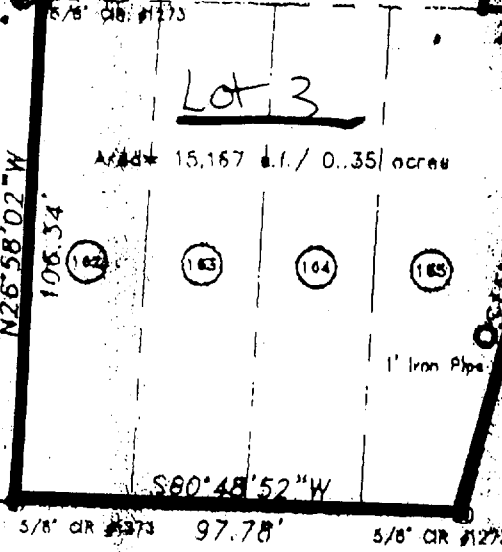
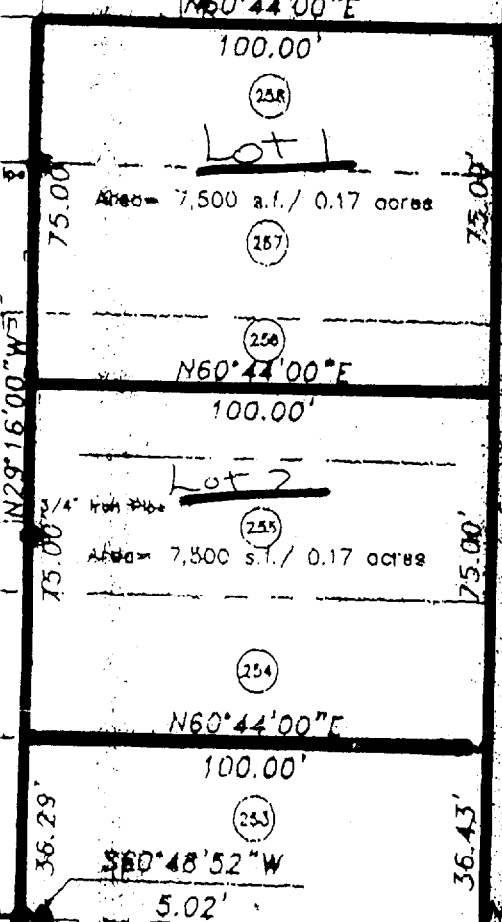
N/F
D. Yundovsky &
Lee Young
12510/35

N/F
James B. Bourke
Annle Bourke
6877/283

N/F
Jordan
1587/24

N/F
Peng Kem &
Vedamala P. Kem
15173/297

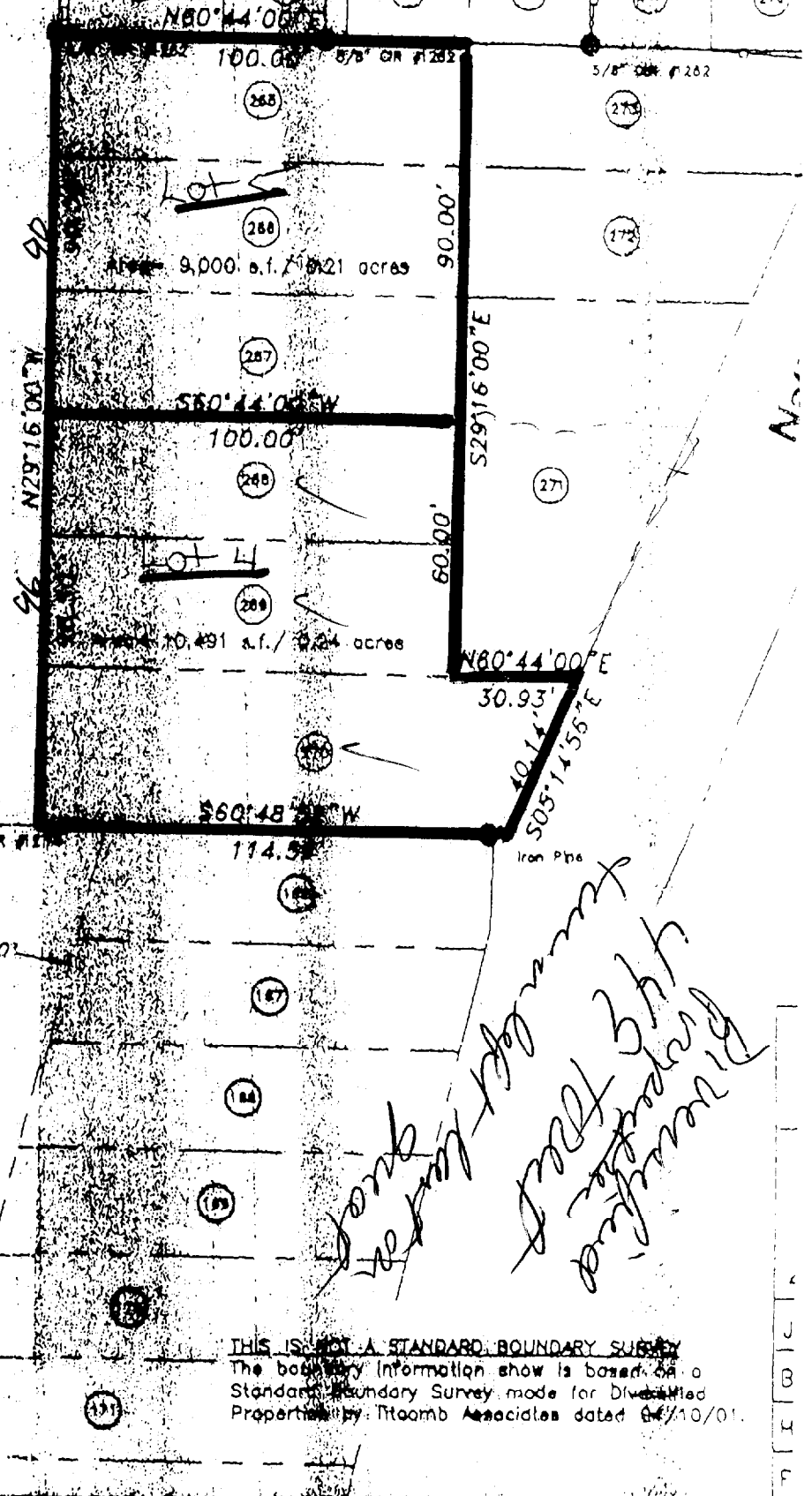
N/F
Dobiel D. Bookwith
17188/294



Haskell Street

Street

Barden Street



Handwritten notes:
 1. Iron Pipe
 2. 5/8" CR #282
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 100. 5/8" CR #282

THIS IS NOT A STANDARD BOUNDARY SURVEY
 The boundary information shown is based on a
 Standard Boundary Survey made for Divided
 Properties by Pitcomb Associates dated 04/10/01.