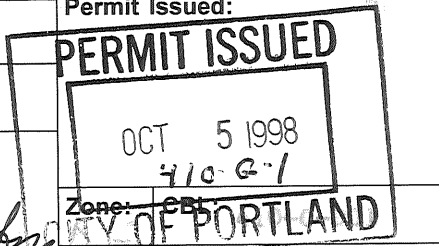


**City of Portland, Maine – Building or Use Permit Application** 389 Congress Street, 04101, Tel: (207) 874-8703, FAX: 874-8716

Location of Construction: 100 Huntington Ave		Owner: KZO Builders		Phone: 892-7813		Permit No: 81137	
Owner Address: 13 Varney Mill Rd Windham, ME 04062		Lessee/Buyer's Name:		Phone:		BusinessName:	
Contractor Name: SAA		Address:		Phone:			
Past Use: 1-1am		Proposed Use: Vacant Land		COST OF WORK: \$ 1,000.00		PERMIT FEE: \$ 25.00	
				FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: Type:	
				Signature:		Signature: <i>[Signature]</i>	
Proposed Project Description: Demolition of existing house & Garage				PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)			
				Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied <input type="checkbox"/>			
Permit Taken By: MC m				Date Applied For: 28 September 1998			



Zoning Approval:

**Special Zone or Reviews:**

Shoreland  
 Wetland  
 Flood Zone  
 Subdivision  
 Site Plan maj  minor  mm

**Zoning Appeal**

Variance  
 Miscellaneous  
 Conditional Use  
 Interpretation  
 Approved  
 Denied

**Historic Preservation**

Not in District or Landmark  
 Does Not Require Review  
 Requires Review

**Action:**

Approved  
 Approved with Conditions  
 Denied

Date:                     

PERMIT ISSUED WITH REQUIREMENTS

**CERTIFICATION**

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to such permit

28 September 1998

SIGNATURE OF APPLICANT	ADDRESS:	DATE:	PHONE:
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE			PHONE:

CEO DISTRICT 2

COMMENTS

9/10/98 - Pre Demo Done - ok - Service Capped / No UG tanks PD

4/26/99 Bldg has been Demol'd & Backfilled & Graded PD

Inspection Record

Type	Date
Foundation: _____	_____
Framing: _____	_____
Plumbing: _____	_____
Final: _____	_____
Other: _____	_____

BUILDING PERMIT REPORT

2 OCT. 98 ADDRESS: 100 Huntington Ave (410-G-001)

ON FOR PERMIT: To Demo Structure

BUILDING OWNER: KTO Builders

CONTRACTOR: SAA

PERMIT APPLICANT: SAA

USE GROUP Demo BOCA 1996 CONSTRUCTION TYPE

CONDITION(S) OF APPROVAL

This Permit is being issued with the understanding that the following conditions are met:

Approved with the following conditions: \*1\*29\*30

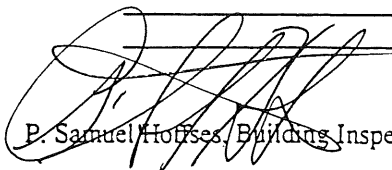
- 1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained.
2.5 Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve.
2.6 Foundations anchors shall be a minimum of 1 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' o.c. between bolts.
3. Precaution must be taken to protect concrete from freezing.
4. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed.
5. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating.
6. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code.
7. Sound transmission control in residential building shall be done in accordance with Chapter 12 section 1214.0 of the city's building code.
8. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level.
9. Headroom in habitable space is a minimum of 7'6".
10. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise.
11. The minimum headroom in all parts of a stairway shall not be less than 80 inches.
12. Every sleeping room below the fourth story in buildings of use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue.

not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft. ( Section 1018.6 )

- 13. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. Section 1010.1
- 14. All vertical openings shall be enclosed with construction having a fire rating of at least one (1)hour, including fire doors with self closer's. (Over 3 stories in height requirements for fire rating is two (2) hours.) Section 710.0
- 15. The boiler shall be protected by enclosing with (1) hour fire-rated construction including fire doors and ceiling, or by providing automatic extinguishment. Table 302.1.1
- 16. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 19, 920.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):
  - In the immediate vicinity of bedrooms
  - In all bedrooms
  - In each story within a dwelling unit, including basementsIn addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required) Section 920.3.2
- 17. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. Section 921.0
- 18. The Fire Alarm System shall be maintained to NFPA #72 Standard.
- 19. The Sprinkler System shall maintained to NFPA #13 Standard.
- 20. All exit signs, lights, and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023. & 1024. Of the City's building code. (The BOCA National Building Code/1996)
- 21. Section 25-135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
- 22. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification to the Division of Inspection Services.
- 23. Ventilation shall meet the requirements of Chapter 12 Sections 1210. Of the City's Building Code. (crawl spaces & attics)
- 24. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade.
- 25. All requirements must be met before a final Certificate of Occupancy is issued.
- 26. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code. (The BOCA National Building Code/1996).
- 27. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical Code (The BOCA National Mechanical Code/1993). ( Chapter M-16 )
- 28. Please read and implement the attached Land Use-Zoning report requirements.

~~29.~~ *City sewer has to be capped before demo. IF private sub-surface tank must be pumped and removed.*

~~30.~~ *Demolition shall be done in accordance with sections 110.0, and 3310.0 of the City's bldg. code —*

  
P. Samuel Hoffses, Building Inspector

cc: Lt. McDougall, PFD  
Marge Schmuckal, Zoning Administrator

LAND USE - ZONING REPORT

ADDRESS: 100 Huntington Ave DATE: 10/2/98

REASON FOR PERMIT: Demo single family dwelling

BUILDING OWNER: LTO Blders C-B-L: 410-G-1

PERMIT APPLICANT: Jack Sherwood

APPROVED: with conditions DENIED: \_\_\_\_\_  
#9

CONDITION(S) OF APPROVAL

1. During its existence, all aspects of the Home Occupation criteria, Section 14-410, shall be maintained.
2. The footprint of the existing \_\_\_\_\_ shall not be increased during maintenance reconstruction.
3. All the conditions placed on the original, previously approved, permit issued on \_\_\_\_\_ are still in effect for this amendment.
4. Your present structure is legally nonconforming as to rear and side setbacks. If you were to demolish the building on your own volition, you will not be able to maintain these same setbacks. Instead you would need to meet the zoning setbacks set forth in today's ordinances. In order to preserve these legally non-conforming setbacks, you may only rebuild the garage in place and in phases.
5. This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
6. Our records indicate that this property has a legal use of \_\_\_\_\_ units. Any change in this approved use shall require a separate permit application for review and approval.
7. Separate permits shall be required for any signage.
8. Separate permits shall be required for future decks and/or garage.

9. Other requirements of condition this area shall be loamed & seeded,  
Any change of use from vacant to any other  
use (ex. parking) shall require a separate permit  
for approval

Marge Schmuckal Marge Schmuckal, Zoning Administrator,  
 Asst. Chief of Code Enforcement



City of Portland  
Inspection Services Division  
Demolition Call List

Site Address: 100 Huntington Ave Owner: KTO Builders  
Structure Type: Single Family Dwelling Contractor: KTO Builders

<u>UTILITY APPROVALS</u>	<u>NUMBER</u>	<u>CONTACT NAME/DATE</u>
Central Maine Power	1-800-750-4000	<u>Tom Baras 9-17-98</u>
NYNEX	878-7000	<u>Paul O'Brien 9-17-98</u>
Northern Utilities	797-8002 X6241	<u>Carol Small 9-10-98</u>
Portland Water District	761-8310	<u>Jane Walker 9-10-98</u>
Public Cable Co.	775-3431 X257	<u>Gene Van 9-10-98</u>
Dig Safe***	1-888-344-7233	<u>Dig safe Job # 983 608 638 6/3/98</u>

\*\*\*(After call, there is a wait of 72 bus hrs before digging can begin)

<u>CITY APPROVALS</u>	<u>NUMBER</u>	<u>CONTACT NAME/DATE</u>
DPW/Sewer Division(J.DiPaolo)	874-8300 X8467	<u>Todd Merole 9-16-98</u>
DPW/Traffic Division(K.Doughty)	874-8300 X8437	<u>Joe Bilodeau 9-16-98</u>
DPW/Forestry Division(J.Tarling)	874-8300 X8389	<u>Jeff Tarling 9-17-98</u>
DPW/Sealed Drain Permit(C.Merritt)	874-8300 X8822	<u>C. Merritt 9-28-98</u>
Building Inspections(insp required)	874-8300 X8703	<u>Kevin Carol 9-10-98</u>
Historic Preservation	874-8300 X8726	<u>Bob Andrews 9-10-98</u>
Fire Dispatcher	874-8300 X8676	<u>Steve Operator 360 9-10-98</u>

Written Notice to Adjoining Owners

<u>ASBESTOS</u>	<u>NUMBER</u>	<u>CONTACT NAME/DATE</u>
DEP - Environmental (Augusta)	287-2651 (Ed Antz)	<u>Ed Antz 9-17-98</u>

U.S. EPA Region 1 - No phone call required. Just mail copy of State notification to:  
Demo/Reno Clerk  
US EPA Region I (SEA)  
JFK Federal Building  
Boston, MA 02203

I have contacted all of the necessary companies/departments as indicated above.

SIGNED: Paul S. Carwood DATE: 9-28-98

55 Baxter Blvd.  
Portland, ME 04101  
Phone: (207) 773-1990  
Fax: (207) 774-1116



AGENT SERVICE CENTER

# Fax

To: Soel From: Mike B.

Fax: 834-8316 Date:

Phone: Pages:

Re: CC:

- Urgent
- For Review
- Please Comment
- Please Reply
- Please Recycle

Comments:



# Mark Stimson Realtors CONTRACT FOR SALE OF REAL ESTATE

8-10-1998

RECEIVED OF KTS Builders Inc, P O Box 1255, Wadsworth whose mailing address is

hereinafter called "Purchaser," the sum of (2,100,000.00) One Thousand One Hundred Dollars as earnest money and in part payment on account of the purchase price of the real estate of 100 Linden Ave in the township of Portland in the County of Cumberland State of Maine, currently owned by Lynn Gallant hereinafter called "Seller," described as follows:

A single family home with detached garage as is described on deed to seller. Seller to provide deed to purchaser within 5 days from offer in date.

1. **FIXTURES:** All fixtures are to be included in this sale, including all existing storm windows and screens, shades and/or blinds, shutters, curtain rods, and electrical fixtures, but excluding: Everything

2. **PERSONAL PROPERTY:** No items of personal property are included except None

The parties agree that no portion of the purchase price is attributable to the personal property.

3. **PURCHASE PRICE:** The total purchase price is (2,000,000.00) Two Thousand 000/1000 dollars, with payment to be made as follows: cash & note paid as earnest money upon acceptance of this offer and the balance in cash or certified or bank funds at closing.

4. **EARNEST MONEY:** Earnest money is received and held by Mark Stimson Realtors who shall act as escrow agent until transfer of title. In the event of Seller's non-acceptance, this earnest money shall be promptly returned to Purchaser.

5. **ACCEPTANCE:** Seller's acceptance shall be given on or before 8-11-98 or before 5pm

6. **CLOSING DATE:** A good and sufficient deed conveying marketable title shall be delivered to Purchaser, and this transaction shall be closed and Purchaser shall pay the purchase price as provided herein and execute all papers necessary for the completion of the purchase within 45 days of Effective Date of this Contract.

7. **POSSESSION/OCCUPANCY:** Full possession will be given immediately upon transfer of title, unless otherwise agreed to in writing by Purchaser and Seller. As transfer, the property will be in substantially the same condition as at present excepting only reasonable wear and tear. The risk of loss or damage to the property by fire or otherwise until transfer of title is assumed by Seller. Purchaser may do a walk through inspection within 48 hours prior to closing to determine that the property meets these conditions.

If this property is a multi-family, it will be transferred subject to leases in effect at transfer of title. The Seller agrees that the following units will be vacated at the time of transfer, but makes no representation as to occupancy status of other units at transfer:  
None

8. **FINANCING:** This Contract is subject to Purchaser obtaining a conventional loan of 80% of the purchase price, at a  fixed or an  adjustable initial interest rate of not more than floating % and amortized over a period of 30 years, Purchaser to pay not more than 0 points. If Purchaser is unable to obtain said loan, Purchaser may declare this Contract null and void and the earnest money shall be promptly returned to Purchaser.

Purchaser is under a good-faith obligation to actively seek and accept financing on the above described terms and shall make application for said mortgage within 7 days of Effective Date of this Contract. Purchaser acknowledges that a breach of this good-faith obligation will be a breach of this Contract.

This Contract is subject to (1) a written statement from the lender within 15 days of Effective Date of this Contract indicating that Purchaser has made application and that, based upon the information given and subject to verification, is qualified for the loan requested, and (2) final loan approval within 45 days of Effective Date of this Contract.

If either of such loan approvals is not obtained within said time periods, Seller may declare this Contract null and void, and earnest money shall be promptly returned to Purchaser.

9. **POINTS:** Seller agrees to pay \$ 0 towards Purchaser's points and/or closing costs.

10. **INSPECTIONS:** Agent strongly recommends that Purchaser engage professional inspectors to investigate the property. This Contract is subject to the following inspections with results being satisfactory to Purchaser:

TYPE OF INSPECTION	YES	NO	
a) General Building	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days from Effective Date
b) Rawlins Thermal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days from Effective Date

- c) Radon Air Quality \_\_\_\_\_
- d) Radon Water Quality \_\_\_\_\_
- e) Asbestos \_\_\_\_\_
- f) Lead Paint \_\_\_\_\_
- g) Wood Boring Insects \_\_\_\_\_
- h) Other \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

within \_\_\_\_\_ days from Effective Date

within \_\_\_\_\_ days from Effective Date

within \_\_\_\_\_ days from Effective Date

within \_\_\_\_\_ days from Effective Date

within \_\_\_\_\_ days from Effective Date

within \_\_\_\_\_ days from Effective Date

All inspections will be done by inspectors chosen and paid for by Purchaser. If the result of any inspection is unsatisfactory to Purchaser, Purchaser may, by notifying Seller in writing within the specified number of days, declare this Contract null and void and any earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that an inspection is unsatisfactory within the time period set forth above, the contingency shall be deemed to have been waived by Purchaser with respect to that inspection. In the absence of the inspections listed above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the premises.

11. WATER TEST: If the water supply to the premises is private, Seller will provide, at Seller's expense, a New Water Supply test with "Satisfactory" results in accordance with the requirements of the State Bureau of Health and/or leading institution within \_\_\_\_\_ days of Effective Date of this Contract. If the water supply test results are "Unsatisfactory" or "Satisfactory" with any qualification, the water test results must be acceptable to Purchaser. If the results are unacceptable to Purchaser, Purchaser may, by notifying Seller in writing within 8 days after receiving the test results, declare this Contract null and void and earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that the water test results are unacceptable within the time period set forth above, this contingency shall be deemed to have been waived by Purchaser.

T.V. 5/10/98

12. **DISCLOSURE:** Purchaser acknowledges receipt of Seller's written disclosures regarding:  
 Water Source yes  no  Sewage Disposal yes  no  Lead Paint yes  no   
 Inadequate yes  no  Hazardous Waste yes  no
- If any of the above items is marked "no," the information is not currently available and this Contract is subject to Purchase receiving and approving that information within 6 days of Effective Date of this Contract.
13. **PROBATION:** The following items shall be prorated as of transfer of title: fuel oil; rent; association fees; and Real estate taxes: Metered utilities such as electricity, water and sewer will be paid through date of closing by Seller. Purchaser and Seller will each pay their transfer tax as required by the State of Maine.
14. **DEED:** The property shall be conveyed by a Warranty deed, free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect its current continue use and shall be subject to applicable land use laws and regulations.
15. **TITLE:** Should this title prove defective, then Seller shall have a reasonable time, not to exceed 30 days after receiving written notice of such defect or defects, to remedy the title and hereby agrees to use diligent efforts to cure any such defects. If within such 30 days, the defect or defects are not corrected so that there is a marketable title, the Purchaser may, within 5 day thereafter, at Purchaser's option, declare this contract null and void and withdraw said earnest money and be relieved from all obligations hereunder.
16. **DEFAULT:** In the event of a default by Purchaser Seller may employ all legal and equitable remedies, including without limitation, termination of this Contract and forfeiture by Purchaser of the earnest money. In the event of a default by Seller Purchaser may employ all legal and equitable remedies, including without limitation, termination of this Contract and return to Purchaser of the earnest money. In the event of an asserted default, the escrow agent at its option may either (1) refuse to release the earnest money without a written release signed by both parties consenting to its disposition or (2) after providing 30 day written notice to both parties, release the earnest money to the party whom the escrow agent believes in good faith is entitled to it.
17. **AGENCY DISCLOSURE:** Purchaser and Seller acknowledge receipt of written agency disclosures and confirm the following agency relationships for this transaction. (Check and complete either A or B)  
 A. Listing Agency Mark Stinson and Listing Associate Ed & Donna Hill represent Seller Exclusively.  
 Selling Agency Mark Stinson and Selling Associate Michael B. G. represent Seller  Buyer   
 B. Agent, None, is a Disclosed Dual Agent as previously authorized in writing by the parties.
18. **HOME WARRANTY:** Home  is  is not covered by a Home Warranty Contract.  Attached Acceptance or Waiver
19. **AUTHORIZATION:** The parties authorize the agent(s) to disclose the terms of this contract to any attorney, title company appraiser, lender, insurance agent, inspector, relocation consultant or other person(s) who may facilitate the closing of this transaction.
20. **DISPUTE:** Any dispute or claim arising out of or relating to this Contract or the property addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.
21. **WITHHOLDING:** Seller is aware that Maine law requires Purchaser to withhold 2.5% of the sale price unless Seller certifies residency in Maine at the time of closing or is otherwise exempt from this provision.
22. **HEIRS:** This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the parties.
23. **WRITTEN AGREEMENT:** This Contract completely expresses the obligation of the parties and is entered into by each party after opportunity for reasonable investigation, neither party relying on any statements or representations not contained in this Contract made by the other or on their behalf. This Contract will be construed according to the laws of the State of Maine.
24. **EFFECTIVE DATE:** This Contract is a binding contract when signed by both Seller(s) and Purchaser(s) and when that fact has been communicated to all parties or to their agents.
25.  Lead Paint not applicable  Lead Paint Addendum Attached
26.  Addendum or Amendments
27. NA have use of Garage, subject to having own insurance not responsible for liable  
for any damages. Purchaser or anyone may have own power & electricity in own name.  
 A copy of this Contract is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, consult an attorney.
- We hereby agree to purchase the premises at the price and upon the terms and conditions set forth in this Contract.
- Date 8-12-98 Purchaser KTO Builders Tracy PRL Soc. Sec. # \_\_\_\_\_  
 Date \_\_\_\_\_ Purchaser \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_
- We hereby accept the offer and agree to deliver the premises at the price and upon the terms and conditions above stated. I/We further agree to pay Broker for services according to the terms of this listing agreement. In the event earnest money is forfeited to Purchaser, one-half thereof shall be paid to Seller and the remainder to broker, provided, however, that Broker's portion shall not exceed the full amount of the commission specified.
- Date 8-13-1998 Seller Ruth Marchand Soc. Sec. # 005-24-3369  
 Date 8-13-98 Seller Ann Lannon Soc. Sec. # 014-62-3512
- Effective Date: \_\_\_\_\_  
 Throughout this Contract, the term "days" means calendar days.

ADDENDUM

ADDENDUM to Contract for Sale of Real Estate dated 8-10-98  
 between Ruth Garland the Seller(s) and  
KD's Ruben's Inc the Purchaser(s) concerning  
 property located at 100 Westlyn Ave, Rutland, VT

*This Addendum is an integral part of the above-referenced Contract.*

1. This contract is subject to the seller's disclosing documents given them the legal authority to right to sell said property. Said documents will be reviewed by the purchaser's attorney within 5 days from the effective date of this contract, for his approval.
2. This contract will convey said property in "as is" where condition.

8-13/1998

Ruth Garland Tony Warner 8/10/98  
 Seller Date Purchaser Date

Mark Stimson 8-13-98  
 Seller Date Purchaser Date

\_\_\_\_\_  
 Date Witness Date

# Know all Men by these Presents, That

217

AMBER  
an  
de  
com-  
an or  
de  
1000  
the  
14  
1 and  
along  
a  
Caplin  
age  
(65)  
of of  
an.  
789  
ub-  
y  
d in

I, Sylvia W. Vance of Portland in the County of Cumberland and State of Maine  
in consideration of one dollar and other valuable considerations paid by Naba E. Richards  
and Dana L. Richards, both of said Portland,

do hereby acknowledge do hereby give grant, bargain, sell and convey unto the said  
the receipt whereof I do hereby acknowledge do hereby give grant, bargain, sell and convey unto the said  
Naba E. Richards and Dana L. Richards, as joint tenants, and not as tenants in com-  
mon, their heirs and assigns, and the survivor of them, and the heirs and assigns  
of such survivor forever, a certain lot or parcel of land with the buildings thereon,  
situated on the easterly side of Dearest Street and the westerly side of Trapp  
Street, in said Portland, being lots numbered 271, 272, 273, 274, 275, 276, 441,  
442, 443, 449, 450, 451, 452 and 453 as shown on Plan of Lots at Bay Gardens Belmont  
Street, to J. W. Wilbur, said plan being made by A. L. Elliot, C. E., dated September 1,  
1914 and recorded in Cumberland County Registry of Deeds, Plan Book 12, Page 102.  
Said lots taken together measure 225.98 feet on Dearest Street, 200 feet on  
lots 270 and 454 on said plan; 204.65 feet on Trapp Street and 201.48 feet on  
Huntington Avenue, and containing, taken together, according to said plan, 43,964  
square feet of land, more or less.  
Together with the fee in so far as the said grantor has the right so to convey  
the same, of all the streets and ways shown on said plan, in common with the owners  
of the other lots shown on said plan, and subject to the right of all the said lot  
owners to make any customary use of said streets and ways.  
Hereby conveying the same premises decided to this grantor by Royal Realty Co.,  
by its warranty deed dated May 21, 1941 and recorded in said Registry in Book 1639,  
Page 246.

OK 12  
Pg 103

8-13-1998

Ruth Garland  
Ann Jensen 8-13-98

to  
ants  
the  
con:  
said  
ann.  
id  
him,  
des-  
see  
Lead  
Seal  
Seal  
Seal  
Seal  
and

do hereby acknowledge and warrant unto the said Naba E. Richards and Dana L. Richards, as joint tenants, and not as tenants in common, their heirs and assigns, and the survivor of them, and the heirs and assigns of such survivor, to them and their heirs and assigns forever, And I do convey with the said Grantees, as aforesaid, lawfully subject to fee of the premises: that they are free of all incumbrances:  
-burdened estate, that I am

W.E.C.E  
8-13-98  
S.W.T.  
10/2/98

that I have good right to sell and convey the same to the said Grantees, their heirs, and will warrant and defend the same to the said Grantees, the heirs and assigns of the survivor of them, against the claims and demands of all persons.

In Witness Whereof, I the said Sylvia W. Vance and John E. Vance, husband of the said Sylvia W. Vance joining in this deed as Grantees, and relinquishing and conveying all right by descent and all other rights in the above described premises,

gave hereunto set in the year of our Lord  
our hand and seal the Second day of October

Witness, Sealed and Delivered in presence of  
Paul W. Kay Sylvia W. Vance Seal  
to both John E. Vance Seal

State of Maine, CUMBERLAND CO. October 2nd 1947. Personally appeared  
the above named Sylvia W. Vance her Iron set and seal.



# Norway Savings Bank

Incorporated 1866 • Member FDIC

261 Main Street  
P.O. Box 347  
Norway, ME 04268  
Tel.: (207) 743-7986  
Fax: (207) 743-5376  
or (207) 743-5377

## FAX COVER SHEET

PLEASE DELIVER THE FOLLOWING PAGE(S) TO:

P.O. Box 200  
Bridgton, ME 04009  
Tel.: (207) 647-3344  
Fax: (207) 583-2959

NAME: Joel

106 Main Street  
Fryeburg, ME 04037  
Tel.: (207) 935-2051  
Fax: (207) 583-4515

COMPANY: City of Portland

DATE: 9/28/98

P.O. Box 67  
Naples, ME 04055  
Tel.: (207) 693-6224  
Fax: (207) 583-4516

COMMENTS: KTO Builders

7 High Street  
So. Paris, ME 04281  
Tel.: (207) 743-9771  
Fax: (207) 743-9774

FROM: Debbie Hall

PAGE 1 OF 3

10 Franklin Drive  
Windham, ME 04062  
Tel.: (207) 892-3339  
Fax: (207) 892-5676

**This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law.**

If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by the telephone and return the original message to us at the address below via the U.S. Postal Service. Thank you.

One Parkway  
P.O. Box 916  
Bethel, ME 04217  
Tel.: (207) 824-4989  
Fax: (207) 824-4991

Name and Address of Borrower		Name and Address of Seller	
		Ruth A. Garland	
Name and Address of Lender		Name and Address of Lender	
		Norway Savings Bank 281 Main Street Norway, Maine 04266	
Property Location		Property Location	
100 Huntington Avenue Portland, Maine		100 Huntington Avenue Portland, Maine	
Settlement Agent		Settlement Agent	
Dabbie Hall		Dabbie Hall	
Place of Settlement		Place of Settlement	
Windham		Windham	
Settlement Date		Settlement Date	
9/3/98		9/3/98	
<b>100 Gross Amount Due from Borrower:</b>		<b>400 Gross Amount Due to Seller:</b>	
101 Contract Sales Price	\$50,000.00	401 Contract Sales Price	\$50,000.00
102 Personal Property		402 Personal Property	
103 Charges to Borrower (from line 1400)	\$1,458.00	403	
104		404	
105		405	
<b>Items Paid by Seller in Advance:</b>		<b>Items Paid by Seller in Advance:</b>	
106 City/Town Taxes 9/3/98 to 12/31/98	\$541.97	406 City/Town Taxes	
107 County Taxes		407 County Taxes	
108 Assessments		408 Assessments	
109		409	
110		410	
111		411	
112		412	
<b>120 Gross Amount due from Borrower:</b>	<b>\$52,009.97</b>	<b>420 Gross Amount Due to Seller:</b>	<b>\$50,000.00</b>
<b>200 Amounts Paid by/In Behalf of Borrower:</b>		<b>500 Reductions in Amount Due to Seller:</b>	
201 Deposit or Earnest Money	\$1,000.00	501 Excess Deposit	
202 Principal Amount of New Loan	\$50,000.00	502 Settlement Charges to Seller (line 1400)	\$3,260.00
203 Existing loan taken subject to		503 Existing loan taken subject to	
204		504 Payoff of first mortgage loan	
205		505 Payoff of 2nd mortgage loan	
206		506	
207		507	
208		508	
209		509	
<b>Items Unpaid by the Seller:</b>		<b>Items Unpaid by the Seller:</b>	
210 City/Town Taxes		510 City/Town Taxes 7/1/98 to 9/2/98	\$289.06
211 County Taxes		511 County Taxes	
212 Assessments		512 Assessments	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
<b>220 Total Paid By/For Borrower:</b>	<b>\$51,000.00</b>	<b>520 Reduction Amt Due Seller:</b>	<b>\$3,549.06</b>
300 Cash at Settlement From/To Borrower		600 Cash at Settlement From/To Seller	
301 Gross Due from Borrower (line 120)	\$52,009.97	601 Gross due to Seller (line 420)	\$50,000.00
302 Less Amounts Paid for/by Borrower (line 220)	\$51,000.00	602 Less Reductions Due Seller (line 52)	\$3,549.06
<b>303 CASH [ ]From [ ]To Borrow</b>	<b>\$1,009.97</b>	<b>603 CASH [ ]To [ ]From Seller</b>	<b>\$46,450.94</b>

*R A Garland*

AMV 9-3-98

SETTLEMENT CHARGES

Transaction:

	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700 Total Sales/Brokers Commission based on Price \$50,000.00 @ 6 % = 3,000.00 divided as follows:		
701 \$ to		
702 \$ to		
Total commission paid at Settlement Mark Stinson Associates		\$3,000.00
800 Items Payable in Connection with Loan:		
801 Loan Origination Fee 1% of \$50,000.00	✓ \$500.00	
802 Loan Discount		
803 Appraisal fee to		
804 Credit report		
805 Lender's Inspection fee		
806 Mortgage Insurance App fee		
807 Assumption fee		
808		
809		
810		
811		
900 Items Required by Lender to be Paid in Advance:		
901 Interest from xx/xx/xx to xx/xx/xx @ \$ 000.00 /day		
902 Mortgage Ins Premium for: months		
903 Hazard Ins Premium for: years		
904		
905		
1000 Reserves Deposited with Lender:		
1001 Hazard Ins months @ per month:		
1002 Mortgage Ins months @ per month		
1003 City RE Taxes months @ per month		
1004 County RE taxes months @ per month		
1005 Annual Assessments months @ per month		
1006		
1007		
1008		
1100 Title Charges		
1101 Settlement or closing fee to:		
1102 Abstract or title search to: Drummond & Drummond	\$350.00	
1103 Title Examination to:		
1104 Title Insurance Binder to:		
1105 Document preparation to: Drummond & Drummond	\$125.00	✓ \$150.00
1106 Notary fee to:		
1107 Attorney's fees to:		
(Includes above item numbers.)		
1108 Title Insurance to: First American Title Ins.	✓ \$100.00	
(Includes above item numbers.)		
1109 Lender's coverage on \$		
1110 Owner's coverage on \$		
1111		
1112		
1113		
1200 Government Recording and Transfer Charges:		
1201 Recording fees: Deed \$13.00 Mortgage \$70.0 Releases \$ 00	\$83.00	
1202 City/County tax/stamps: Deed \$ Mortgage \$		
1203 State tax/stamps: Deed \$ Mortgage \$		
1204 Transfer Tax	\$110.00	\$110.00
1205		
1300 Additional Settlement Charges:		
1301 Survey to: Sawyer Engineering	✓ \$200.00	
1302 Pest Inspection to:		
1303 Taxes		
1304		
1305		
1306		
1400 Total Settlement Charges	\$1,488.00	\$3,150.00 \$3,260.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge, and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower: KTC Builders, Inc. Date 9-3-1998 Seller: Ruth A. Garland Date: 9-3-1998  
 By: Anthony M. Vance, President Ruth A. Garland  
 Borrower: \_\_\_\_\_ Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Date: \_\_\_\_\_

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Date: \_\_\_\_\_ Settlement Agent: \_\_\_\_\_ Date: \_\_\_\_\_



