

DEEDS, DESCRIPTIONS AND DUE DILIGENCE



ARTHUR R. GARY ABR, AHS, ASR, CBR, C-CREC, CRS, CSR, e-BUYER,
ESRES, GREEN, GRI, SRES

DEEDS, DESCRIPTIONS AND DUE DILIGENCE

Neither this outline, nor this course, is intended to provide legal advice. Consult your legal counsel, or Designated Broker, if you have any issues about forms or legal issues.

This course has been approved for three clock hours of continuing education credit by the Maine and New Hampshire Real Estate Commissions for activating or renewing a real estate license in the state of Maine.

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DEEDS, DESCRIPTIONS AND DUE DILIGENCE

GOALS: As a result of completing this course the student will be able to:

- A. Compare and contrast various types of deeds.
- B. Summarize the requirements for a valid deed.
- C. Recognize language in a deed that creates an easement.
- D. Compare deed restrictions and restrictive covenants.
- E. Recognize language in a deed that creates deed restrictions and restrictive covenants.
- F. Discuss encroachments.
- G. Predict possible resolutions when encroachments exist.
- H. Describe title insurance and its impact on real estate transactions.
- I. Compare and contrast various types of surveys.
- J. Plot a parcel from a written description in a deed.
- K. Calculate area of various plots of land.
- L. Describe the licensee's due diligence with regard to deeds.

- I. Introduction

- II. Define Deed

- III. Types Of Deeds
 - A. Warranty

 - B. Quit Claim

 - C. Quit Claim With Covenant

 - D. Personal Representatives (Fiduciary) Deed

- IV. Components Of A Valid Deed
 - A. Grantor
 - B. Grantee
 - C. Consideration
 - D. Words Of Conveyance
 - E. How Title Is Being Held
 - F. Property Description
 - G. Habendum Clause
 - H. Statement Of Covenants
 - I. Execution
 - J. Acknowledgment
 - K. Delivery
 - L. Acceptance

- V. Easements
 - A. Define

 - B. Recognize easements in a deed

VI. Restrictions

- A. Define
- B. Deed Restrictions
- C. Restrictive Covenants

VII. Encroachments

- A. Define
- B. Common Encroachments
 - 1. Buildings
 - 2. Fences
 - 3. Hedges
 - 4. Driveways
 - 5. Swimming Pools
 - 6. Other
- C. Possible Resolutions For Encroachments

VIII. Title Insurance

- A. Define
- B. Why Title Insurance?
- C. Types
 - 1. Mortgagee's
 - a. Define
 - b. Why Get Mortgagee's Title Insurance?
 - 2. Mortgagor's
 - a. Define
 - b. Why Get Mortgagor's Title Insurance?
- D. Limitations

IX. Survey

A. Define

B. Class D/Plot Plan/Mortgage Survey

1. Use

2. Cost

C. Full Instrument

1. Use

2. Cost

X. Drawing Plot Plans From Deeds

A. Describing Land In Deeds

1. Reference

2. Metes And Bounds

3. Other

B. Drawing Plot Plans

1. Protractor

2. Scale

3. Draw

XI. Calculating Area

A. Rectangle

B. Triangle

C. Odd Shaped Lots

XII. Conclusion

Warranty Deed

Know all Men by these Presents,

That A.B.C. Corporation, organized and existing under the laws of the State of Maine and having its principal place of business in Chelsea, County of Kennebec and State of Maine

in consideration of one dollar and other valuable considerations

paid by Robert B. LaFleur and Rena A. LaFleur

whose mailing address is Route 1A, Box 321, West Gardiner, County of Kennebec and State of Maine

the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and

convey unto the said Robert B. LaFleur and Rena A. LaFleur as joint tenants with the right of survivorship and not as tenants in common

to their heirs and assigns forever,

A certain parcel of land with the buildings thereon, if any, situated in West Gardiner, in the County of Kennebec and State of Maine, bounded and described as follows, to wit:

Being lot #35 on a certain plan entitled "Plan of Windy Acres, Phase C, Adams Construction Company", dated March 3, 1977 and recorded in the Kennebec County Registry of Deeds in File No. E-77053.

Said lot 35 being further bounded and described as follows: Beginning at a point on the easterly side of Mary Street, as shown on said Plan, said point marked by an iron pin; thence N 28 13' E 202.3' to an iron pin; thence S 14 22' E 185.7' to an iron pin; thence 37 28' W 201.8' to an iron pin on the easterly side of Mary Street; thence N 17 31' W 179.1' along the easterly side of Mary Street to the point of beginning.

The above described premises are conveyed subject to and with the benefit of whatever utility service easements may presently affect the same; with the benefit of a right of way for foot and vehicular traffic, in common with others, over such portion of the ways shown on said plan as "Adams Circle, Maloy Avenue, Patty Ann Lane and Mary Street" as have not been accepted as public ways by the Inhabitants of West Gardiner and subject to and with the benefit of the following restrictions:

1. The premises shall not be used for commercial purposes but shall be used only for residential purposes.
2. No mobile homes shall be permitted on the premises.
3. No residential building of less than 900 square feet in living area, excluding cellar area, shall be permitted on the premises.
4. Residential buildings shall have full foundations.
5. No advertising signs or displays other than a real estate sign shall be permitted on the premises, and said permitted sign shall not exceed nine square feet in area.
6. Multifamily dwelling units constructed for use by more than two (2) family units shall not be permitted.

Also conveying herewith a right of way for foot and vehicular traffic from State Route 19, so called to the premises herein conveyed as said right of way is now laid out.

Said premises are conveyed subject to the terms and conditions of a Site Location Order issued by the Department of Environmental Protection recorded in said Registry in Book 2007, Page 195.

Meaning and intending hereby to convey a portion of the premises conveyed to the Grantor herein by deed of John Q. Adams dated April 1, 1975 and recorded in the Kennebec County Registry of Deeds on April 2, 1975 in Book 2456, Page 86.

To have and to hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Robert B. LaFleur and Rene A. LaFleur

to their heirs and assigns, to them and their use and behoof forever.

And it does covenant with the said Grantee, their heirs and assigns, that it is lawfully seized in fee of the premises, that they are free of all encumbrances

that it does have good right to sell and convey the same to the said Grantee to hold as aforesaid; and

that it and its heirs shall and will warrant and defend the same to the said Grantee, their heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, it the said A.B.C Corporation, by its officer hereunto duly authorized has caused this instrument to be signed and its corporate seal affixed

this 10th

day of the month of November .A.D. 1985 .

Signed, Sealed and Delivered
in presence of

.....
A.B.C. Corporation, John Brennan, Pres.
.....
.....

State of Maine, County of Kennebec as: November 10 .19 85 .

Then personally appeared the above named John Brennan, President

and acknowledged the foregoing instrument to be the free act and deed of said A.B.C. Corporation and his free act and deed in his said capacity.

Before me,

9

WARRANTY DEED
(Maine Statutory Short Form)

3

KNOW ALL MEN BY THESE PRESENTS,

That Gerry M. Filliger and Cheryl E. Filliger, of Old Orchard Road Buxton, Maine 04072, for consideration paid, grant to Mark A. Chavaree and Lissa S. Chavaree, whose mailing address is 58 East Grand Avenue, Scarborough, Maine 04074, as joint tenants, their heirs and assigns, with WARRANTY COVENANTS, the land in Buxton, County of York, State of Maine, described as follows:

A certain lot or parcel of land, together with the buildings and improvements thereon, situated on the Southerly side of the McKenney Road sometimes called the Old Orchard Road in the Town of Buxton, County of York and State of Maine, and which iron pipe and point of beginning is located as follows: Commencing at a rock situated on the Town line marking the division of the Towns of Buxton and Saco; thence N 50°11'34" W by the assumed road line of the McKenney Road a distance of two hundred (200) feet to an iron pipe driven into the ground; thence continuing the same course still by the assumed Southerly side of the McKenney Road a distance of 36.93 feet to an iron pipe set in the ground; thence N 53°02'20" W a distance of 163.07 feet still by the assumed Southerly road line of the McKenney road and by a stone wall to the point of beginning; thence S 43°24'30" W by remaining land now or formerly of Philip E. Anthony, et al distance of 633.44 feet to an iron pipe driven into the ground; thence N 56°05'00" W still by other land of said Anthony a distance of 196.13 feet to an iron pipe set in the ground; thence N 43°24'30" E still by remaining land of said Anthony a distance of 615 feet to an iron pipe driven into the ground and the Southerly sideline of said McKenney Road; thence S 61°17'58" E by the Southerly sideline of the McKenney Road a distance of 200.00 feet to an iron pipe driven in the ground at the point of beginning.

The above description is based upon a survey prepared by Brown and Taylor Associates, Engineers and Surveyors of Gorham, Maine, dated March, 1983 and bearing designation Job No. 8314.

Meaning and intending to convey and hereby conveying the same premises conveyed to the Grantors herein by deed of Gerald A. Tipton and Lorna O. Tipton dated June 15, 1984 and recorded in the York County Registry of Deeds in Book 3314, Page 292.

This conveyance is made subject to current real estate taxes which the Grantees by acceptance of this deed assume and agree to pay.

WITNESS our hand(s) and seal(s) this 25th day of March, 1988.

WITNESS:

Bryce W Ingraham
to both

Gerry M. Filliger (Seal)
Gerry M. Filliger Grantor

Cheryl E. Filliger (Seal)
Cheryl E. Filliger Grantor

Grantor

Grantor

Know all Men by these Presents,

That The Inhabitants of THE CITY OF WESTBROOK
(Insert name of Town, Plantation or City here)

a body corporate, located at Westbrook,
in the County of Cumberland and State of Maine,
in consideration of one dollar and other valuable considerations
paid by THE MINAT CORPORATION

of 34 Preble Street, Portland, Cumberland County, Maine
the receipt whereof it does hereby acknowledge, does hereby remise,
release, bargain, sell and convey, and forever quit-claim unto the said
MINAT CORPORATION, its successors

THAT and Assigns forever, all its right, title and interest in
and to the following described real estate situated at Harrisburg
Avenue, Westbrook in the County of Cumberland
and State of Maine and more particularly described as

A certain lot or parcel of land located on the westerly side
of Harrisburg Avenue in Westbrook, Cumberland County, Maine and
being more particularly described as follows:

Being lots numbered 49 and 50 on a plan entitled, "Longfellow
Heights Annex, Westbrook, Maine, dated October 11, 1920" and
recorded in the Cumberland County Registry of Deeds in Plan Book
14 on Page 43; also being identified as lot number 16 on City of
Westbrook Tax Map number 7, on file in the Tax Assessor's Office
at Westbrook City Hall, 790 Main Street, Westbrook, Maine.

Said lot being subject to a 100 foot wide Portland Water
District easement as shown on the above mentioned 1920 plan.

Quitclaim
Book 4/50
Page 133

The purpose of this deed is to convey any interest the Grantor may have in the foregoing property by virtue of unpaid taxes ~~FOR~~
~~XXXXXXXXXXXX~~

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging to the said Minat Corporation, its successors ~~XXXX~~ and assigns forever.

In Witness Whereof, the said inhabitants of the CITY OF WESTBROOK (Insert name of Town, Plantation or City here) has caused this instrument to be sealed with its corporate seal and signed in its corporate name by William B. O'Gara

its Mayor thereunto duly authorized, this 20th day of February A. D. 19 80

Signed, Sealed and Delivered in presence of

Inhabitants of The City of Westbrook (Insert name of Town, Plantation or City here)

Orna M. Curtis

William B. O'Gara
William B. O'Gara, Mayor

State of Maine }
Cumberland } ss.

February 20, 1980

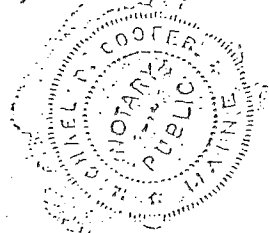
Then personally appeared the above named William B. O'Gara, Mayor of the City of Westbrook

and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said body corporate.

Before me,

Michael D. Cooper
Notary Public

MY COMMISSION EXPIRES
JUNE 26, 1981



MAR 7 1980

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE
Received at 3 2 11 P.M. and recorded in

BOOK 4573 PAGE 249 Edward J. Carleton Register

NO CORP.
SEAL

Know all Men by these Presents,

That I, JOSEPH J. BEAN, JR. of Portland, County of Cumberland and State of Maine

in consideration of one dollar (\$1.00) and other valuable considerations

paid by CAROLE L. BEAN of Windham in said County of Cumberland and State of Maine

and whose mailing address is 10 Forbes Lane, Windham, Maine

the receipt whereof I do hereby acknowledge, do hereby remise, release, bargain, sell and convey and forever quit-claim unto the said

Carole L. Bean, her heirs and assigns forever, all my right, title and interest in and to

a certain lot or parcel of land located in Windham, said County and State, being lot numbered 10 as delineated on a plan entitled Varney Mill Estates, Windham, Maine, prepared by Richard A. Manthorne, Reg. P.E., dated November 1971 and recorded in the Cumberland County Registry of Deeds in Plan Book 89, Page 17, together with a right of way, in common with the owners of all other lots on said plan, in and over all of the streets and ways as delineated on said plan; expressly excepting, however, that portion of Mill Lane lying southeasterly of lot numbered fifty-five (55) and being one hundred sixty seven (167) feet in length.

The above described premises are conveyed subject to the covenants, conditions and restrictions set forth in a deed from F. S. Plummer Co., Inc. to Joseph J. Bean, Jr. and Carole L. Bean dated July 26, 1973 and recorded in said Registry of Deeds in Book 3435, Page 213.

Meaning and intending to convey and hereby conveying the same premises conveyed to Joseph J. Bean, Jr. and Carole L. Bean by F. S. Plummer Co., Inc. by deed dated July 26, 1973 and recorded in said Registry of Deeds in Book 3435, Page 213.

The above described premises are subject to a mortgage from Joseph J. Bean, Jr. and Carole L. Bean to Gorham Savings Bank dated July 26, 1973 and recorded in said Registry of Deeds in Book 3435, Page 222, which mortgage Grantee assumes and agrees to pay as a part of the consideration of this deed.

To have and to hold, the same, together with all the privileges and appurtenances thereunto belonging, to the said 127

Carole L. Bean, her

heirs and assigns forever.

And I do covenant with the said grantee, her heirs and assigns, that I will warrant and forever defend the premises to the said grantee, her 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 Joseph J. Bean, Jr., being unmarried

~~wife~~ ~~xxxxxxx~~

~~xxxxxxx~~, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set my hand and seal this 6th day of March in the year of our Lord one thousand nine hundred and eighty.

Signed, Sealed and Delivered

in presence of

Edward J. ...

Joseph J. Bean, Jr.



State of Maine,
Cumberland

} ss. Personally appeared the above named

March 6 1930

Joseph J. Bean, Jr. and acknowledged the above instru-

ment to be his free act and deed.

Before me,

Edward J. ...

Justice of the Peace

Notary Public

Attorney at Law

MAR 6 1930

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE
Received at 2 53 P.M. and recorded in

BOOK 4573 PAGE 136 Edward J. ... Register

010341

DEED OF DISTRIBUTION BY PERSONAL REPRESENTATIVE
(TESTATE)

KNOW ALL MEN BY THESE PRESENTS That, CHRISTOPHER C. BRODERICK, of Windham, County of Cumberland, State of Maine, duly appointed and acting personal representative of the estate of BARBARA C. BRODERICK, deceased, whose will was duly admitted to probate in the Probate Court for the County of Cumberland, Maine (Probate Docket No. 87-1264), by the power conferred by law, and every other power (in distribution of the estate) grants to CHRISTOPHER C. BRODERICK, of Windham, County of Cumberland, State of Maine, whose mailing address is 654-C River Road, Windham, Maine 04062, the real property in Cape Elizabeth, County of Cumberland, State of Maine, described as follows:

Condominium Unit No. 18D, together with a 2.6620 undivided percent interest in the common areas and facilities of Wildwood, all as more specifically described in the Wildwood Declaration of Condominium dated November 23, 1981, which Condominium has been established in accordance with Unit Ownership Act of Maine, Chapter 10, Title 33, §560 et seq. of the Revised Statutes of Maine, 1964, as amended and which Declaration of Condominium is recorded in the Cumberland County Registry of Deeds in Book 4889, Page 44 and as shown on the survey prepared by H.I. & E.C. Jordan encaptioned "Wildwood" dated November 23, 1981 and as shown on the floor plans encaptioned "Wildwood"; said survey and floor plans being recorded in the Cumberland County Registry of Deeds in Unit Ownership File Number 70.

Said unit is conveyed subject to and with the benefit of all of the terms, provisions, conditions, restrictions, easements, covenants, obligations, reservations, and encumbrances contained in or referred to in said Wildwood Declaration of Condominium, survey and floor plans as hereinbefore referred to, all of which are incorporated by reference herein as the same may be amended or modified from time to time by document recorded at or filed in the Cumberland County Registry of Deeds, which provisions together with any amendments or modifications thereto shall constitute conveyances running with the land and shall bind any person having at any time any interest or estate in the Condominium Unit, as if those provisions were raised and set forth herein. The Grantee, by the acceptance hereof agrees to be bound by and to comply with all of the terms and conditions of said Wildwood Declaration of Condominium.

The premises herein conveyed are subject to the following:

1. Wildwood Declaration of Condominium, dated November 23, 1981 and recorded at the Cumberland County Registry of Deeds in Book 4889, Page 44.
2. Utility easement to Central Maine Power Company and New England Telephone and Telegraph Company, dated June 24, 1981 and recorded at the Cumberland County Registry of Deeds in Book 4843, Page 17.
3. Conservation easement granted by Wildwood Development Associates to the Town of Cape Elizabeth, dated November 20, 1981 and recorded at said Cumberland County Registry of Deeds in Book 4489, Page 82.

Know all Men by these Presents,

That Robert E. Homan and Susan Homan, of Windham, County of Cumberland and State of Maine

in consideration of One Dollar and other valuable considerations

paid by Arthur R. Gary and Nancy J. Gary,

whose mailing address is 204 Ocean Avenue, Portland, Maine

the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Arthur R. Gary and Nancy J. Gary husband and wife

as joint tenants and not as tenants in common, their heirs and assigns forever,

A certain lot or parcel of land, with the buildings thereon, situated in the Town of Windham, County of Cumberland and State of Maine, being known as lot numbered Seventy-eight (#78) as shown on a map or plan entitled "Forest Lake Sands" made by Clifford L. Swan Co., Inc. to be filed in the Cumberland County Registry of Deeds, dated July 1954 to which plan reference is hereby made for a more particular description.

Also hereby conveying a right of way in common with other lot owners or persons designated now or hereby after designated by present owners their heirs or assigns over roads as shown on said plan of Section #4 of Forest Lake Sands.

Also a right of way from the road to Forest Lake over Lot 29 as shown on said plan.

Together with the right of way in common with the Grantors, their heirs and assigns and others for ingress and egress over and across lands owned by Annie C. Copp situated in the Towns of Cumberland and Windham in said County of Cumberland near Forest Lake on foot or by vehicle the same to extend from Forest Lake Road, so-called to Forest Lake Sands, a development located on the shore of Forest Lake and owned and developed by the Grantors herein, William A. Bolton, et al as shown on plans duly recorded in Cumberland County Registry of Deeds. Said right of way shall be appurtenant to and for the benefit of said lot #78 and the roads as shown on said plans of said Forest Lake Sands; the location of said right of way shall be designated by the said Annie C. Copp and said Annie C. Copp, her heirs and assigns have the right to re-locate said right of way at any time and from time to time provide a road of the same nature as the one discontinued shall be constructed by her or her heirs or assigns.

Meaning and intending to convey and hereby conveying the same premises conveyed to the Grantors herein by Richard Leavitt and Angelina C. Leavitt by deed dated August 27, 1981 and recorded in Cumberland County Registry of Deeds in Book 4852 page 184.

to have and to hold the aforegranted and bargained premises, with all the privileges

and appurtenances thereof, to the said

Arthur R. Gary and Nancy J. Gary

as joint tenants and not as tenants in common, their heirs and assigns, to their own use and behoof forever.

And we do warrant with the said Grantees, their heirs and assigns, that we are lawfully seized in fee of the premises, that they are free of all encumbrances except as aforementioned

that we have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, We the said Robert E. Homan and Susan Homan, being husband and wife

and

~~XXXXXXXXXXXXXXXXXXXX~~
husband/wife of the said

joining in this deed as Grantor and relinquishing and conveying all rights by descent and all other rights to the above described premises, have hereunto set our hands and seals this 6th day of the month of December, A.D. 1982.

Signed, Sealed and Delivered
in presence of

Jeanette Braddon
to both

Robert E. Homan
ROBERT E. HOMAN
Susan Homan
SUSAN HOMAN

State of Maine, County of Cumberland ss. December 6, 19 82

Then personally appeared the above named Robert E. Homan and Susan Homan

and acknowledged the foregoing instrument to be their free act and deed.

Before me,

DEC 13 1982

Jeanette Braddon
Justice of the Peace
Notary Public
Attorney at Law
My commission expires March 3, 1983

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE
Received at 9:08 AM, and recorded in
BOOK 5079 PAGE 137 Edward J. Brunstein Registrar

See
Book 4573
Page 273
226

15054

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That I, JOHN P. SEFERIADIS, of Newton, Massachusetts, owner of certain real estate, situated on Route #93 and the Carmon Road, in the Town of Bridgton, County of Cumberland and State of Maine, which real estate is shown on a Plan made for John P. Seferiadis by Earl Hotchkiss, dated May 31, 1978 to be recorded in the Cumberland County Registry of Deeds herewith, hereby declare that all conveyances made from the above described premises by said John P. Seferiadis, his heirs and assigns, shall be subject to the following express restrictions and conditions, which shall continue in force and effect until January 2, 2000:

1. Only single-family residential use shall be permitted on each lot. Only one (1) residential building for a single family may be erected or maintained on each lot with an appurtenant garage. Nothing in this paragraph shall be construed to prevent the construction of a swimming pool, an outdoor fireplace, fences or storage shed as herein provided for, directly connected with the residential use of the premises by one (1) family.
2. The premises shall be used only for residential purposes and without limitation, no commercial, industrial, business or animal husbandry use or enterprise of any nature or description shall be carried on at the premises.
3. No animals, birds, or fowl shall be kept or maintained on any part of the premises except pet dogs, cats, or birds which may be kept thereon in reasonable number for pleasure and use of the occupants but not for any commercial use or purposes.
4. No unregistered motor vehicles shall be kept on or stored on any part of the premises in excess of a sixty (60) day period.
5. No mobile homes shall be placed on the property at any time, provided, however, that trailers used for camping or so-called recreational vehicles, boats and trailers or other vehicles of any matter shall be stored in a reasonable manner upon the property.
6. The minimum construction cost of a residential building on each lot shall be \$20,000.
7. No owner of the premises shall do or permit to be done any act upon the premises which may be, or is, or may become a nuisance.
8. No sign of any nature or description shall be displayed or placed upon any part of the premises except for signs whose total area does not exceed two (2) square feet giving the name of the occupants, the street name and number of the premises, and except for a "For Sale" sign referring only to the premises, not to exceed five (5) square feet in size.
9. When the construction of the buildings on the premises is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time. No building shall be occupied during construction. The prohibitions contained herein shall not be construed to prevent the use of trailers, vehicles or temporary structures during the period of actual construction, in connection with said construction.
10. Care shall be used to ensure that no trees shall be cut unless necessary during the construction of buildings or septic systems.
11. Each and every provision contained herein shall be considered to be independent and separate and in the event that any one or more thereof shall for any reason be held to be invalid and unenforceable, all the remainder thereof shall, nevertheless, remain in full force and effect.

The provisions of paragraph 1 through 11 above, shall run with and bind the premises conveyed hereby, and the Grantor (the undersigned) his heirs and assigns shall have the right at any time or times to proceed at law or in equity against any person violating or attempting to violate any of the provisions contained herein and to prevent and abate such violations and to compel compliance with the terms thereof.

IN WITNESS WHEREOF, I, the said John P. Seferiadis hereunto set my hand this 19 day of May 1978.

John P. Seferiadis

STATE OF MAINE
Cumberland, ss.

JUN 12 1978

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

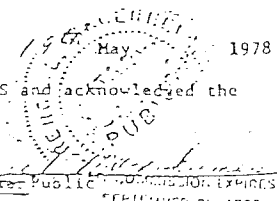
Received at 11:47 A.M. and recorded in
BOOK 4237 PAGE 226

Personally appeared the above-named JOHN P. SEFERIADIS and acknowledged the foregoing instrument to be his free act and deed.

Before me,

E. J. [Signature]

[Signature]
Recorder Public



SEPTEMBER 22 1971

036054

WARRANTY DEED
2000000000

9K8852PG0115

8

Know all Men by these Presents,

Assignment

Book

9/16
391

That I, Doris E. Legere Roever, of Portland, County of Cumberland and State of Maine,

Page

In consideration of One Dollar (1.00) and other valuable considerations

paid by Susan B. Cousins

whose mailing address is 2 Pearl Avenue, Old Orchard Beach, Maine 04064

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Susan B. Cousins

her

~~to have and to hold unto the said Susan B. Cousins, her heirs and assigns forever.~~

A certain lot or parcel of land, with the buildings thereon, situated in the City of Portland, County of Cumberland and State of Maine, shown on a plan made by A. E. Skillin, C.E. 1919, recorded in Cumberland County Registry of Deeds in Plan Book 14, Page 50, entitled Bradley Field, and being more particularly described as lot numbered thirteen (13) fronting on Caleb Street, so-called, together with a right-of-way through and over a street sixty feet wide extending northerly from Congress Street through the aforesaid Bradley Field and through the land next adjoining on the North, to Brighton Avenue, said lot being conveyed subject to the following restrictions:

1. That no building, or any part thereon excepting steps shall be erected within twenty feet of the Caleb Street line.
2. That no house of the "flat roof" type for more than two families shall be erected on said property.
3. That no dwelling house costing less the \$2,500.00 shall be erected on said property.

Being the same premises conveyed to Doris E. Legere by deed of John L. Legere dated September 24, 1982 and recorded in said Registry of Deeds in Book 5042, Page 145.

MARINE REAL ESTATE TAX PAID

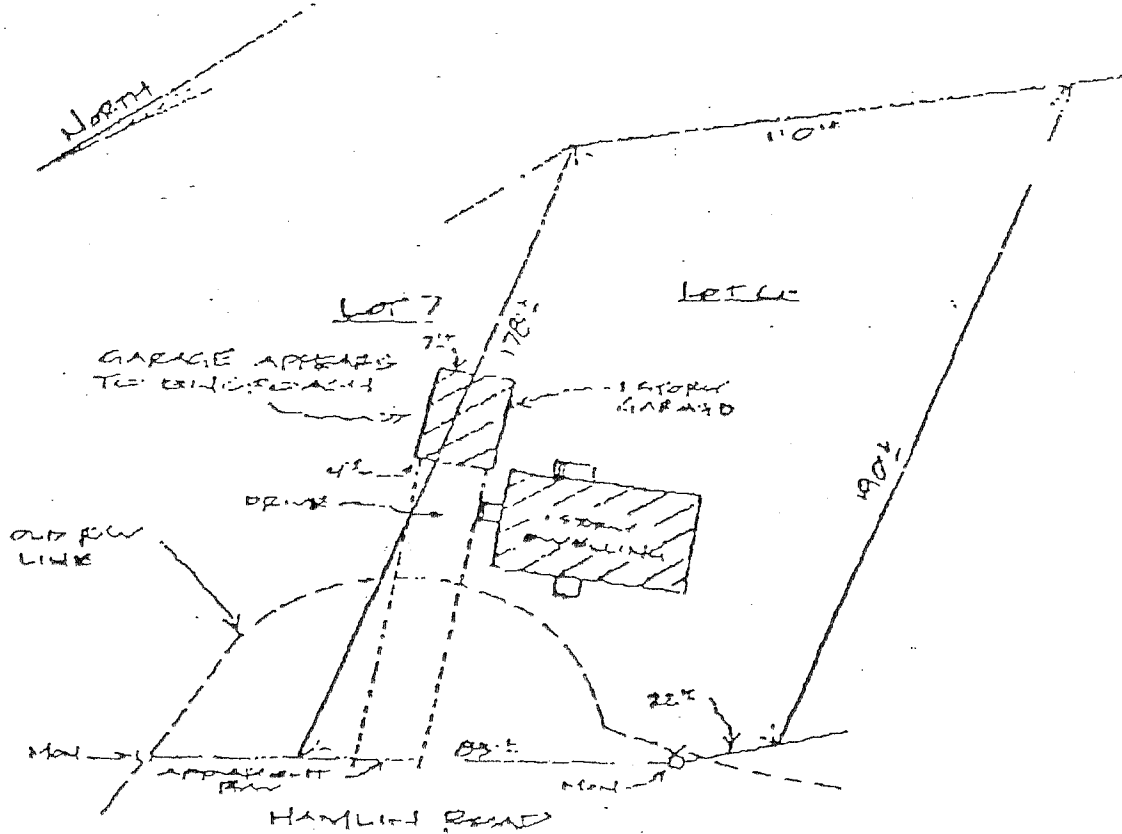
18A

FOR MORTGAGE LENDER USE ONLY

GENERAL NOTE: (1) DISTANCES SHOWN ARE TAKEN FROM PROVIDED TITLE REFERENCES SHOWN BELOW. (2) THIS INSPECTION EXAMINES DWELLING AND ACCESSORY STRUCTURE COMPLIANCE WITH RESPECT TO MUNICIPAL ZONING SETBACK REQUIREMENTS ONLY AT THE TIME OF CONSTRUCTION. (3) A STANDARD BOUNDARY SURVEY SHOULD BE PERFORMED TO RESOLVE A PROFESSIONAL OPINION AS TO PROPERTY LINE LOCATIONS WITH RESPECT TO DWELLINGS. (4) THIS INSPECTION DEFICTS ALL VISIBLE STRUCTURAL ENCROACHMENTS WITH RESPECT TO APPARENT PROPERTY LINES AND RECOGNIZES ONLY THOSE EASEMENTS & RIGHT OF WAYS STATED OR SHOWN IN THE PROVIDED TITLE REFERENCES SHOWN BELOW. THIS INSPECTION MAY NOT REVEAL ANY CONFLICT WITH ADJUTING DEETS. (5) FLOOD HAZARD DETERMINATION IS MADE BY SCALING DISTANCES ON BELOW REFERENCED FEMA MAP. (6) THIS INSPECTION IS TO BE USED ONLY BY THE BELOW LISTED LENDER, TITLE COMPANY &/OR ATTORNEY AND ITS TITLE INSURER.

ADDRESS: 24 HAMLIN ROAD
FALMOUTH ME

INSPECTION DATE: 1-24-96
SCALE: 1" = 40'



APPLICANT: WILSON DORRIS

REQUESTING PARTY: WETTE & LEMIEUX

OWNER: LINDA SWENSE

ATTORNEY: JAMES R. LEMIEUX

LENDER: _____

FILE No. 962233

TITLE REFERENCES:

DEED BOOK: 998 PAGE: 185 P/D
PLAN BOOK: 45 PAGE: 32 LOT: 6
COUNTY: CUMBERLAND

MUNICIPAL REFERENCE:

MAP: 245 BLOCK: _____ LOT: 12-C

THE DWELLING DOES NOT FAU. WITHIN A SPECIAL FLOOD HAZARD ZONE PER FEMA COMMUNITY MAP NO. 245 PANEL 2075 ZONE: 6 DATED: 10-10-84

THE DWELLING WAS ~~BEEN~~ IN COMPLIANCE WITH MUNICIPAL ZONING SETBACK REQUIREMENTS AT THE TIME OF CONSTRUCTION.

COMMENTS: SEE ABOVE GARAGE ENCROACHMENT

NADEAU & LODGE
PROFESSIONAL LAND SURVEYORS
85 RACKLETT STREET, PORTLAND, ME 04103
TELEPHONE & FAX: (207) 780-8813

James R. Lemieux

(19)

THIS IS NOT A BOUNDARY SURVEY

THIS IS NOT A BOUNDARY SURVEY

MORTGAGE INSPECTION OF: DEED BOOK 9372 PAGE 20 COUNTY Cumberland
PLAN BOOK _____ PAGE _____ LOT _____

ADDRESS: 6 Falmouth Road, Windham, Maine

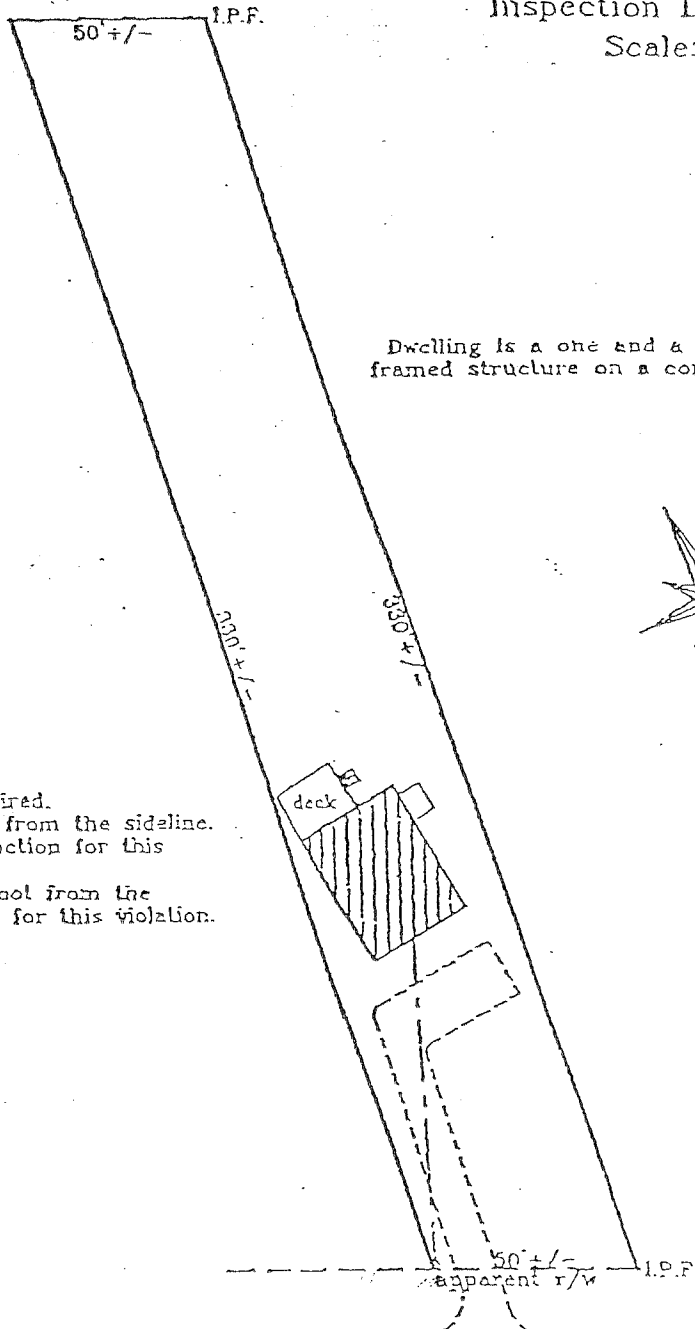
Job Number: 125-96

Inspection Date: 3-26-96

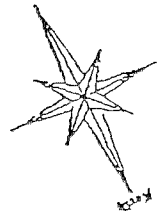
Scale: 1" = 50'

Buyer: Michelle R. Rich

Seller: Denise Bouchard



Dwelling is a one and a half story wood framed structure on a concrete foundation



Note: A 10 foot side setback is required.
 The house appears to be approx. 4' from the sideline.
 The CEO will issue a letter of non-action for this violation.
 The deck appears to be approx. 1 foot from the sideline and no letter will be issued for this violation.

I HEREBY CERTIFY TO: Hopkinson & Abbezzano, The Lender,
and its title insurer.

Monuments found did not conflict with the deed description.

The building setbacks do not violate town zoning requirements.

As delineated on the Federal Emergency Management Agency Community Panel # 230189-0030 :

The structure does not fall within the special flood hazard zone.

The land does not fall within the special flood hazard zone.

APPARENT EASEMENTS AND RIGHTS OF WAY ARE SHOWN. OTHER ENCUMBRANCE RECORDED OR NOT, MAY EXIST. THIS SKETCH WILL NOT REVEAL ABUTTING DEED CO. RIGHTS, IF ANY.

Livingston - Hughes
 Professional Land Surveyors
 88 Guinea Road
 Kennebunkport - Maine 040.
 207-967-9761 phone/fax

(20)

THIS SKETCH IS FOR MORTGAGE PURPOSES ONLY

MEMORANDUM OF AGREEMENT

In the process of selling her property at 24 Hamlin Road, Falmouth, Maine, a "Class D" survey was commissioned for the Purchaser. The survey shows that a portion of Linda Siddons (the owner) garage encroaches on the property of William and Catherine Wilcox. See the copy of the Class D survey attached.

Subject to the Town of Falmouth Zoning Board granting the appropriate variances at its meeting on February 27, 1996, Linda Siddons agrees to pay to William and Catherine Wilcox the sum of \$500 in consideration of William and Catherine Wilcox granting by warranty deed to Linda a fee simple interest to all land under the garage that is encroaching onto the Wilcox property and all land in parallel of 1 foot that is encroaching on the Wilcox property.

This conveyance will take place on or before March 15, 1996.

Linda Siddons will provide at her expense, the deed for the conveyance. Linda Siddons agrees to pay all other expenses of the transfer including the survey, transfer tax and recording fees.

Date

Linda Siddons

Date

William Wilcox

Date

Catherine Wilcox

ACKNOWLEDGMENT OF OWNERSHIP

The undersigned, Patrick Flaherty and Kimberly Flaherty, of 11 Carlyle Road, City of Portland, County of Cumberland, State of Maine, do hereby assert that any improvements and/or tangible personal property installed upon the lot at 19 Carlyle Road, City of Portland, County of Cumberland, State of Maine (Map 140, Block B, Lots 19 and 20) (Hereinafter "19 Carlyle Road"), as described on the attached Mortgage Survey, do not represent an adverse claim upon 19 Carlyle Road (Attachment A). Further, the undersigned relinquish all ownership and/or possessing rights or interests in said improvements and or tangible personal property installed upon 19 Carlyle Road.

Signed this ____ day of July, 1996.

PATRICK FLAHERTY

KIMBERLY FLAHERTY

The State of Maine
County of Cumberland

Subscribed, sworn to, and acknowledged before me by Patrick Flaherty and Kimberly Flaherty, this ____ day of July, 1996.

Notary Public

DANIEL J. DALFONSO

Professional Land Surveyor

119 SCAMMAN STREET
SOUTH PORTLAND, MAINE 04106

TELEPHONE
207-799-5931

NOTE:

1. This sketch constitutes a locational determination of structures in relation to the apparent property lines as observed on
This is NOT a boundary survey.
2. This sketch is not for recording but is for mortgage purpose ONLY. Do NOT use information for conveyancing or recording.
3. I hereby certify to _____
that this sketch depicts the results of a current examination of the premises and that the buildings and improvements are located on the ground as shown thereon.

CERTIFICATION

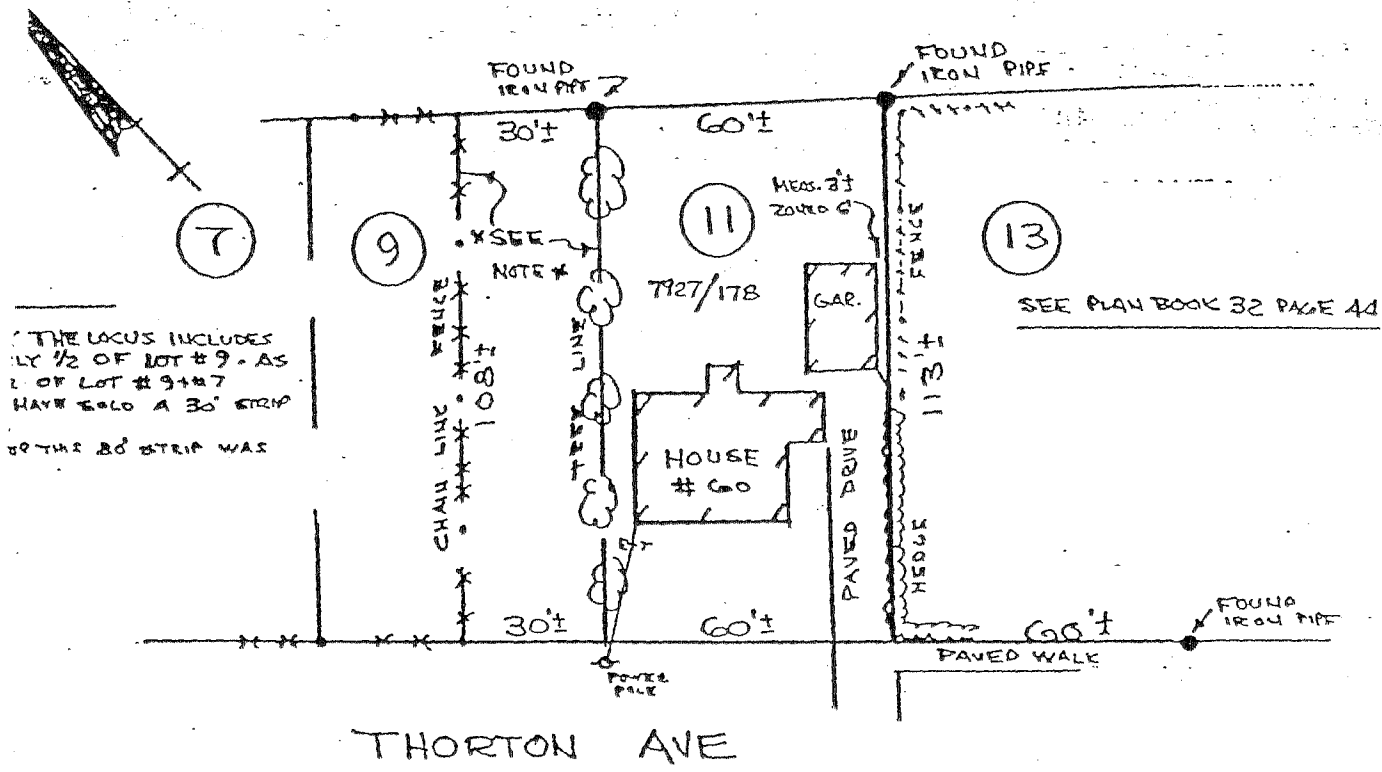
I HEREBY CERTIFY TO THE BEST
OF MY KNOWLEDGE AND BELIEF
THAT, ACCORDING TO THE
MUNICIPALITY:

- 1) The dwelling location as shown did not comply with the Zoning Ordinance when constructed.
- 2) The lot does not fall within a special Flood Hazard Zone

MORTGAGE INSPECTION SKETCH

Scale:

Date:



THE LOCUS INCLUDES ONLY 1/2 OF LOT #9. AS 1/2 OF LOT #9+17 HAD SOLD A 30' STRIP OF THIS 30' STRIP WAS

SEE PLAN BOOK 32 PAGE 44

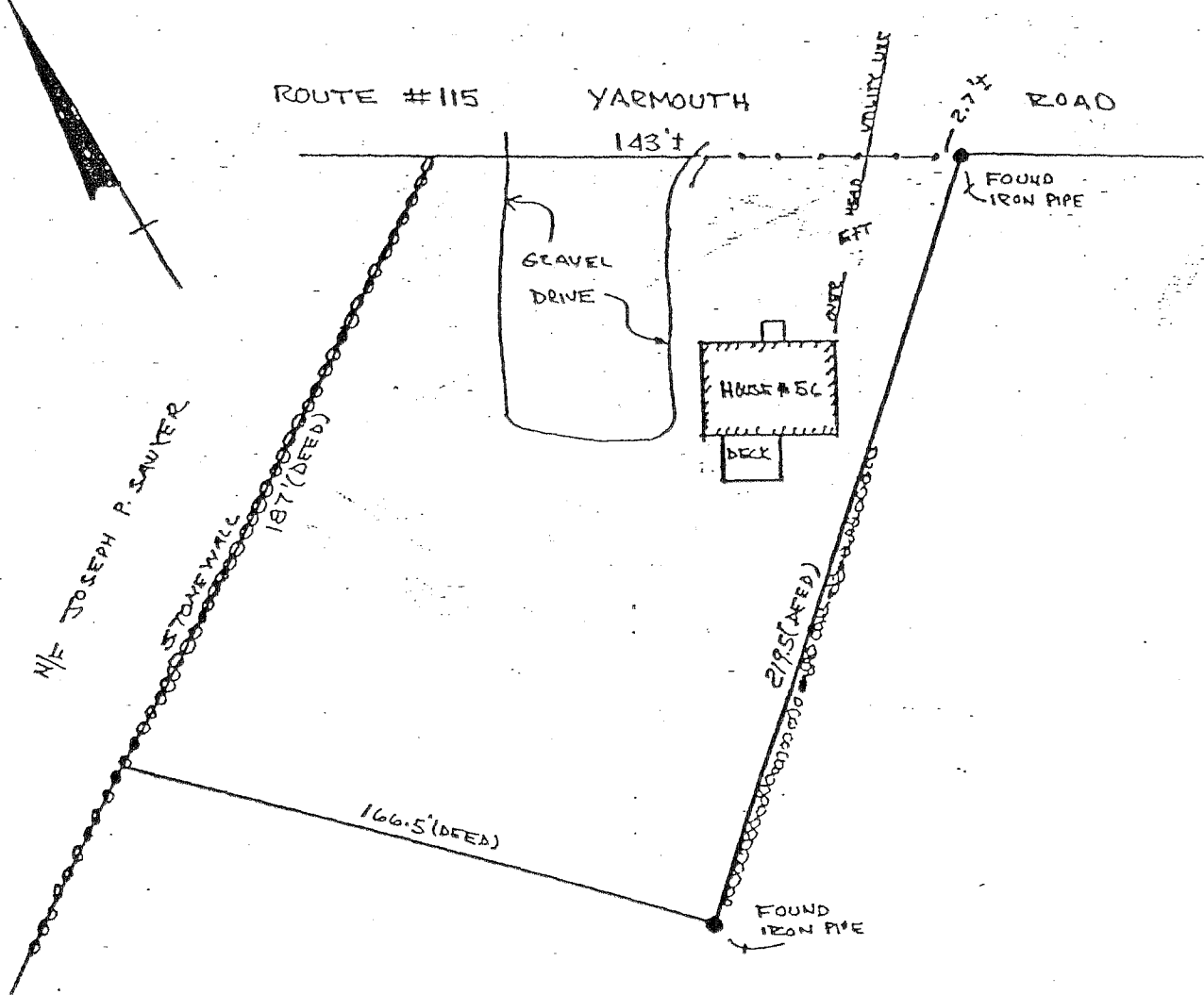
THORNTON AVE

1. This Sketch constitutes a locational determination of structures in relation to the apparent property lines as observed on 8-31-88. This is NOT a boundary survey.
2. This sketch is not for recording but is for mortgage purpose ONLY. Do NOT use information for conveyancing or recording.
3. I hereby certify to THE LENDING INSTITUTION AND ITS TITLE INSURER that this sketch depicts the results of a current examination of the premises known as 60 THORNTON AVE. SOUTH PORTLAND MAINE. and that the buildings and improvements are located on the ground as shown thereon.

IFICATION:
 REBY CERTIFY TO THE BEST
 Y KNOWLEDGE AND BELIEF
 , ACCORDING TO THE
 CIPALITY:
 he dwelling location as
 own did ~~not~~ comply with
 he Zoning Ordinance when
 onstructed. EXCEPT GARAGE
 . SET BACK.
 he lot does not fall
 within a special Flood



MORTGAGE INSPECTION SKETCH FOR
 SUSAN SPENCER AND JAMES KACER
 SOUTH PORTLAND, MAINE
 Scale: 1"=40' Date: 9-5-88
 Daniel J. Dalfonso
 Registered Land Surveyor
 12 Nonesuch Cove Road
 Scarborough, Maine 04074
 883-3640



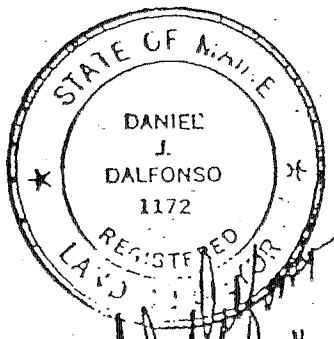
NOTE:

1. This Sketch constitutes a locational determination of structures in relation to the apparent property lines as observed on 10-27-88. This is NOT a boundary survey.
2. This sketch is not for recording but is for mortgage purpose ONLY. Do NOT use information for conveyancing or recording.
3. I hereby certify to COMFED MORTGAGE CO. AND FIRST AMERICAN TITLE INSURANCE COMPANY that this sketch depicts the results of a current examination of the premises described in deed recorded in BOOK 6682 PAGE 207 KNOW AT 56 YARMOUTH ROAD GRAY ME, and that the buildings and improvements are located on the ground as shown thereon.

CERTIFICATION:

HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT, ACCORDING TO THE RECORDS OF THIS MUNICIPALITY:

The dwelling location as shown did ~~not~~ comply with the Zoning Ordinance when constructed.
 The lot does not fall within a special Flood Hazard Zone.

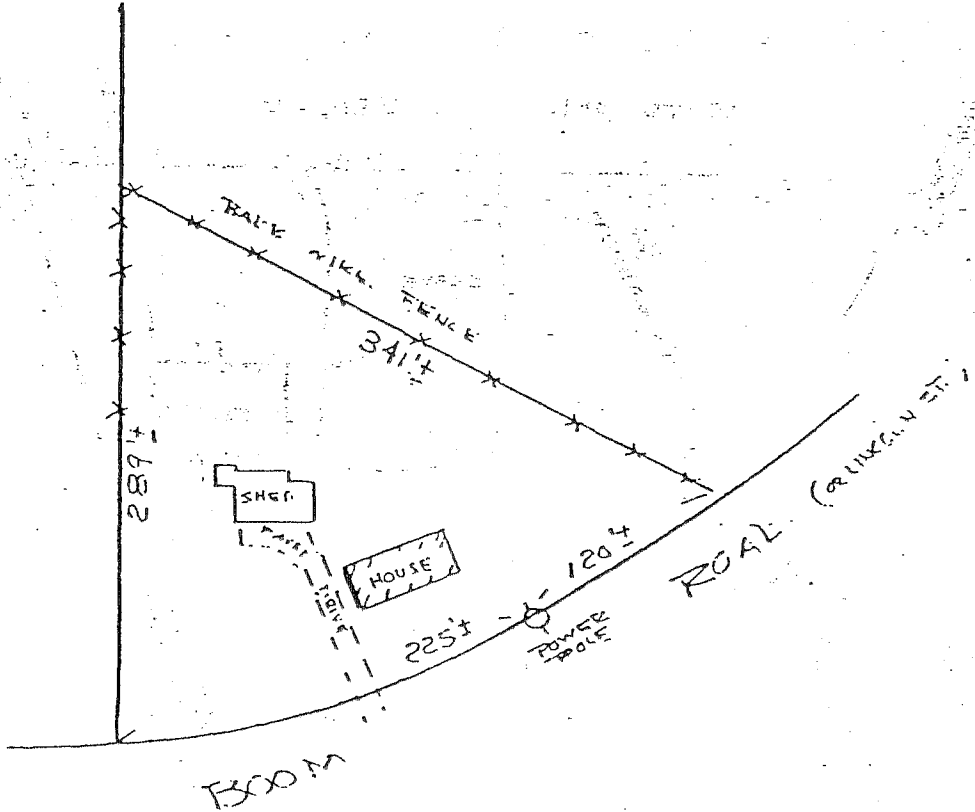


Daniel J. Dalfonso
 10/28/88

MORTGAGE INSPECTION SKETCH
 DENNIS AND BARBARA HAULEY
 56 YARMOUTH ROAD
 GRAY, MAINE
 Scale: 1"=50'

Date: 10-28-88

Daniel J. Dalfonso
 Registered Land Surveyor
 12 Nonesuch Cove Road
 Scarborough, Maine 04074
 883-3640



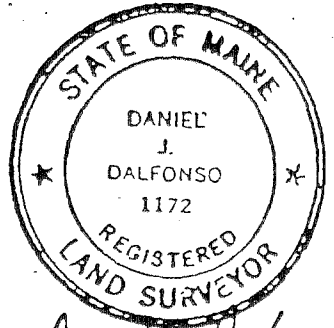
NOTES:

1. This Sketch constitutes a locational determination of structures in relation to the apparent property lines as observed on 5-16-88. This is NOT a boundary survey.
2. This sketch is not for recording but is for mortgage purpose ONLY. Do NOT use information for conveyancing or recording.
3. I hereby certify to MAINE NATIONAL BANK AND ATLANTIC TITLE COMPANY that this sketch depicts the results of a current examination of the premises described in deed recorded York County Registry of Deeds Book 1351 Page 575 (Parcel Two) and that the buildings and improvements are located on the ground as shown thereon.

CERTIFICATION:

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT, ACCORDING TO THE MUNICIPALITY:

- 1) The dwelling location as shown did ~~not~~ comply with the Zoning Ordinance when constructed. ^{BUILT} ~~PER~~ ZONING
- 2) The lot does not fall within a special Flood Hazard Zone.



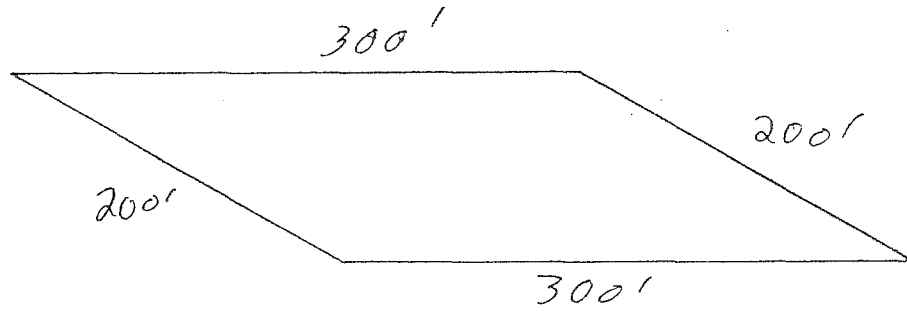
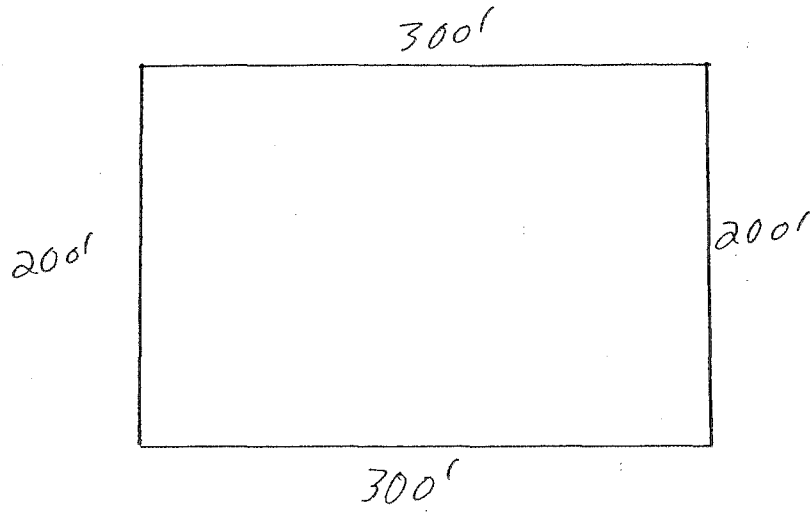
Daniel J. Dalfonso
5-17-88
28

MORTGAGE INSPECTION SKETCH
FOR KENNETH W AND THERESA M GILWIN
OF REAL ESTATE LOCATED AT 521 LINCOLN ST.
SACO, MAINE
Scale: 1"=100' Date: 5-17-88

Daniel J. Dalfonso
Registered Land Surveyor
12 NONEWICH COVE ROAD
SCARBOROUGH, MAINE 04077
883 3010

N.

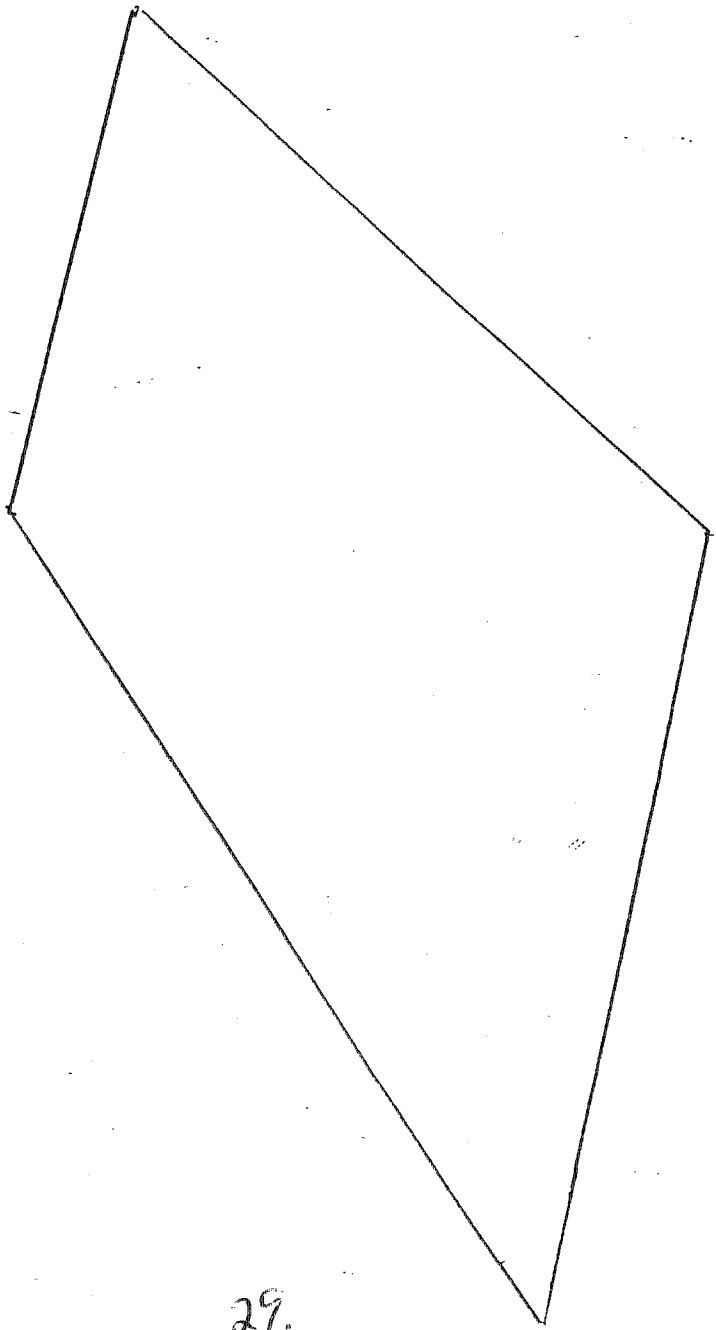
$$1'' = 100'$$



28A.

N.

$$1'' = 100'$$



29.