

July 7, 2014

To Windham Town Council:

I am writing this letter to you today about the land my house is on. I bought this house at 79 Windham Center road in 1992 through Habitat for Humanity. Back in 1992 when the house was built the land price was 24,000.00. I went into the town office 10 years later to pay the land off and forgot about the interest that has accrued over the years. I was told that the new amount was 38,000.00. I wanted to pay the 24,000.00 at that time and make payments on the rest, I was told that I could not make payments I had to pay the land off in full. I tried to refinance my house to pay the town back for the land and the bank declined that request. Today I am told that the land cost 45,000.00 and that I may make payments on the land. I feel that if I could have made payments on the land 10 years ago the price would not have gotten so high. I feel at this price it defeats the purpose of why my house was built in the first place. I love my house and I love Windham, I grew up in Windham and want to retire here as well. I would like to pull my pension so that I may pay this land off. I am asking the Council to accept 30,000.00 paid in full for the land. I thank you for taking the time to look into this matter. Feel free to contact me with any concerns.

Thank you

Sincerely,

Edward Emerson

Edward Emerson

79 Windham Center Rd

Windham ME, 04062

892-4726

15986

**MORTGAGE DEED
With Insurance Clause**

KNOW ALL MEN BY THESE PRESENTS, THAT, E. SCOTT EMERSON and CINDY A. EMERSON, of Windham, in the County of Cumberland, and State of Maine, in consideration of One Dollar and other valuable considerations, paid by TOWN OF WINDHAM, a Municipal corporation, and whose mailing address is 8 School Road, Windham, Maine 04062, the receipt whereof it does hereby acknowledge, do hereby **GIVE, GRANT, BARGAIN, SELL AND CONVEY**, unto the said TOWN OF WINDHAM, its successors and assigns forever, the following described real estate:

A certain lot or parcel of land situated on the southerly side of the Windham Center Road in the Town of Windham, County of Cumberland and State of Maine and being more particularly described as follows:

Beginning at an iron on the southerly sideline of said Windham Center Road at the most northwesterly corner of land owned by the said Town of Windham as described in a deed from Margaret E. Morrill dated May 20, 1935, recorded in Cumberland County Registry of Deeds in Book 1484, Page 155; thence South 14° 19' 32" West, 325 feet to a point; thence North 86° 08' 05" East, parallel to the southerly sideline of said Windham Center Road, 250 feet, more or less to a point on the westerly sideline of a right-of-way granted by the Town of Windham to Arthur Rogers, et al by deed dated June 27, 1973, recorded in Cumberland County Registry of Deeds in Book 3419, Page 247; thence North 14° 09' 46" East, 325 feet, more or less, by the westerly sideline of said right-of-way to a point on the southerly sideline of said Windham Center Road; thence westerly by the southerly sideline of said Windham Center Road, 250 feet, more or less, to the point of beginning.

Also conveying an area located easterly of but not adjoining the above premises for purposes of a location of a septic field with the right to lay pipes between the above described premises and the septic field location, said easement area being located along the southerly sideline of land now or formerly of Paul N. and Nancy True, to be no greater than 55 feet along the True's line and 100 feet deep therefrom as more fully described in Exhibit A attached hereto. Any area disturbed between the above described premises and the above easement area and laying pipe thereto shall be restored to its natural condition thereafter. Further, the Town reserves the right to require the relocation of said pipe at a later

date if the 50 foot right-of-way, the terminus of which it crosses, is extended.

Being the same premises conveyed to the Grantors herein by deed of Portland Builders, Inc., of even date, to be recorded in the Cumberland County Registry of Deeds.

This mortgage shall also secure the Affordable Housing Covenants set forth in Exhibit A attached hereto and may be assumable by any new qualified affordable home buyer subject to the terms of said covenants.

TO HAVE AND TO HOLD the aforesaid and bargained premises, with all the privileges and appurtenances thereof, to the said TOWN OF WINDHAM, its successors and assigns, to its and their use and behoof forever.

AND we do COVENANT with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will WARRANT AND DEFEND the same to the said TOWN OF WINDHAM, its successors and assigns forever, against the lawful claims and demands of all persons.

Notwithstanding the foregoing, this mortgage and the Affordable Housing Covenants attached hereto as Exhibit A shall be subject to any purchase money first mortgage including without limitation a mortgage of near or even date from E. Scott and Cindy A. Emerson to Fleet Real Estate Funding Corp., to be recorded herewith. Further, in the event of foreclosure and sale of the premises by the first mortgage holder, or in the event of a deed in lieu of foreclosure to the first mortgage holder, said Affordable Housing Covenant shall be extinguished.

PROVIDED NEVERTHELESS, that if the said E. SCOTT EMERSON and CINDY A. EMERSON, their heirs or assigns, pays to the said TOWN OF WINDHAM, its successors or assigns, the sum of Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) in accordance with the terms and provisions of a certain promissory note of even date herewith, and until such payment shall pay all taxes and assessments on the granted premises, to whomsoever laid or assessed, and shall keep the buildings thereon insured against fire in a sum satisfactory to Grantee, for the benefit of the said Grantee, and its successors and assigns, in such form and at such insurance offices as it shall approve, and shall not commit nor suffer any strip or waste of the granted premises, nor commit any breach of any covenant herein contained, then this Deed, as also a certain promissory note bearing even date with THESE PRESENTS, given by the said E. SCOTT EMERSON and CINDY A. EMERSON to the said TOWN OF

WINDHAM to pay the sum and interest at the time aforesaid, shall both be void, otherwise shall remain in full force.

In the event of default of this mortgage, foreclosure may be effected under any legal method existing at the time this mortgage becomes in default.

IN WITNESS WHEREOF, E. SCOTT EMERSON and CINDY A. EMERSON have hereunto set their hands and seals this _____ day of _____, 1992.

WITNESS:

[Signature]
[Signature]

[Signature]
E. Scott Emerson
[Signature]
Cindy A. Emerson

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. _____, 1992

Then personally appeared the above named E. Scott Emerson and Cindy A. Emerson and acknowledged the foregoing instrument to be their free act and deed.

Before me,

[Signature]
~~Attorney at Law/Notary Public~~

[Signature]
Comm Exp 12/28/98

EXHIBIT AAffordable Housing Covenants

In the event that the Grantors desire to sell the within premises, it shall first be offered to a qualified affordable home buyer (defined as having a family income of no more than 80% of the Median Family Income for the Portland Metropolitan Statistical Area). Such affordable home buyer shall first be sought in the pool of qualified purchasers established by the Town of Windham, if any, and only thereafter shall the property be offered generally for sale to qualified home buyers. If no such qualified affordable home buyer can be found within sixty (60) days of the premises being so offered for sale, this restriction shall terminate.

The purchase price for the property shall be the price negotiated in an arms length transaction between the parties, less the then amount of the Town of Windham's mortgage, including any accrued interest. In the event the property is purchased by a qualified home buyer, this mortgage may be assumed in accordance with its terms and shall be subordinate to any new purchase money financing, such subordination to occur only once for each qualified home buyer and only to the extent of the purchase money financing.

In any event, whether the buyer is qualified or not, the Grantors shall receive from the proceeds of any such sale after payment of any first mortgage, the equity invested by Grantors at the time of purchase hereof. If the proceeds of any such sale are insufficient to fully satisfy this mortgage plus accrued interest after payment of the first mortgage and return of the Grantor's equity, the Town agrees to accept such proceeds as are then available in full satisfaction of this second mortgage and the accrued interest hereon and shall discharge this mortgage on payment of said net proceeds and release the seller from any further liability for any deficiency arising hereon.

Grantors as well as any new purchaser of said premises warrant and represent that the premises will be occupied for a principal residence and not used for investment purposes.

Cash proceeds paid to the Town at any closing shall be dedicated to any other affordable housing project or program deemed appropriate by the Windham Town Council. In the event of the payment and discharge of the within mortgage, the property shall be released from the covenant requiring it to be continuously offered as affordable housing.