



NOTICE TO PROSPECTIVE BIDDERS:

The attached specimen policy is for informational purposes only and should not be construed as a present representation of the title. We will issue a policy in the form of the specimen predicated on our receipt of, or certification by a First American Title Insurance Company Approved Attorney as to the following:

1. That the foreclosure and the resulting sale were procedurally correct in accordance with the statute(s) of the State of Maine governing foreclosures, and that all interests of record subsequent to the mortgages or subordinated to the liens of the two Mortgage Deeds given by Cedar Haven, LLC to Maine Bank & Trust Company dated March 30, 2005 and recorded at Cumberland County Registry of Deeds in Book 22491, Page 160 and Book 22491, Page 172, now being foreclosed, were extinguished by said proceeding.
2. That a deed was recorded to the proposed insured subsequent to sale and that no intervening matters affecting title were found prior to the recording of said deed.
3. That all outstanding real estate taxes, water, sewer and other municipal betterment assessments and charges were paid at or prior to the closing and liens of record properly discharged or released.

In addition to the above requirements, the successful bidder at sale must make arrangements with a First American Title Insurance Company Approved Attorney or Agency for a subsequent title search and opinions as set forth in the above requirements. Payment for the premium is the successful bidder's sole responsibility and is based on the rates filed with the State of Maine, Bureau of Insurance.



**First American
Title Insurance Company**

**OWNER POLICY
SCHEDULE A**

Owner's

POLICY NUMBER SPECIMEN	DATE & TIME OF POLICY	AMOUNT OF INSURANCE \$.00	PREMIUM
Please complete the requested information if the insured premises is covered by any prior FATIC Policy(ies): Policy No(s). Amount(s) of Insurance \$.00			

AUTOMATIC INFLATION CLAUSE: The policy amount will automatically increase by 10% of the amount shown above on each of the first five anniversaries of the policy date with respect to residential policies.

ADDRESS REFERENCE: 39 Baker Road, Freeport, ME 04032

1. Name of Insured:

TBD

2. The estate or interest in the Land that is insured by this policy is:

FEE SIMPLE

3. Title is vested in:

_____ by virtue of a Quitclaim Deed without Covenant from Maine Bank & Trust Company dated _____, 2010 and recorded in the Cumberland County Registry of Deeds in Book _____, Page _____.

4. The Land herein described is encumbered by the following mortgage, and the assignment thereof, if any:

Mortgage granted by _____ to _____ dated _____ and recorded in the Cumberland County Registry of Deeds in Book _____, Page _____.

5. The land referred to in this Policy is described as follows:

Land situated at 39 Baker Road, in the Town of Freeport, Cumberland County, State of Maine as more particularly described in Exhibit A attached hereto and made a part hereof.

This policy consists of Schedule A (1 page); Schedule B (1 page); Exhibit A (2 pages).

THIS IS A PRO FORMA POLICY PREPARED ONLY TO FACILITATE THE ISSUANCE OF TITLE INSURANCE. IT IS NOT A REPORT ON CONDITION OF TITLE. DELIVERY OF IT IS NOT THE ISSUANCE OF INSURANCE; HOWEVER, IT REPRESENTS A POLICY WE CURRENTLY EXPECT TO ISSUE IF ALL OUR REQUIREMENTS ARE MET

Countersigned:

Monument Title Company
100 Middle Street
Portland, ME 04104
Webpage: www.monumenttitle.com
Email: kpariseau@monumenttitle.com

By:

SPECIMEN

Kathryn A. Pariseau
Assoc. Vice President
Authorized Signatory

(KP)



*First American
Title Insurance Company*

**OWNERS POLICY
SCHEDULE B – PART I
EXCEPTIONS FROM COVERAGE**

File No. **10010028**

Policy No. **SPECIMEN**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses which arise by reason of:

1. Any facts, rights, interests, or claims that which are not shown in the public records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title, including discrepancies, conflict in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the public records.
3. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.
4. Real estate taxes.
5. Outstanding sewer and water charges, if applicable.
6. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of adjacent streets, roads and ways.
7. The exact acreage, square footage, configuration, or contiguity of the parcels described on Exhibit A comprising the insured premises will not be insured.
8. Possible discrepancies between the land described as Lots 18A and 18B on Tax Map 17 on file with the Town of Freeport and the insured premises.
9. Rights and easements granted by Norman O. Baker and Lorette Baker to Central Maine Power Company by instrument dated August 7, 1972 and recorded in the Cumberland County Registry of Deeds at Book 3342, Page 233.

[] For additional exceptions see attached Schedule B Part I – Continued

[] See exceptions on attached Schedule B Part II



*First American
Title Insurance Company*

**EXHIBIT A
LEGAL DESCRIPTION**

File No. 10010028

Policy No. **SPECIMEN**

Five certain lots or parcels of land situated on the northwesterly side of the Old County Road leading from Freeport Corner to Brunswick, commonly known as the Baker Road, in the Town of Freeport, County of Cumberland and State of Maine, bounded and described as follows:

Parcel One: Beginning at a marked spruce tree and an iron pipe set in the ground at a point on the northwesterly side of said road, which point is two hundred and ten (210) feet northeasterly from the southerly corner of land now or formerly of Ernest F. Marstaller, as described in warranty deed from Austin E. Cotton to Ernest F. Marstaller dated January 16, 1945, and recorded in Cumberland County Registry of Deeds, Book 1767, Page 342; thence in a general southwesterly direction along the northwesterly side of said road a distance of twenty (20) feet to the northeasterly corner of other land now or formerly of Norman and Lorette Baker, as described in quit claim deed from Ernest F. Marstaller to Norman Baker, et al, dated October 9, 1954, and recorded in said Registry; thence at an approximate right angle and running northwesterly along the northeasterly boundary line of other land now or formerly of Norman and Lorette Baker a distance of two hundred eighty-four (284) feet to a point; thence at an approximate right angle and running southwesterly and parallel with said road along the northwesterly boundary line of other land now or formerly of Norman and Lorette Baker a distance of one hundred and ninety (190) feet to a point marking the westerly corner of other land now or formerly of Norman and Lorette Baker; thence at an approximate right angle and running northwesterly along the line of other land now or formerly of Ernest F. Marstaller to a point at the westerly corner thereof; thence at an approximate right angle and running in a general northeasterly direction along the line of other land now or formerly of Marstaller a distance of three hundred seventy-five (375) feet to a point; thence at an approximate right angle and running in a general southeasterly direction along the line of other land now or formerly of Marstaller a distance of four hundred (400) feet, more or less, to the northerly corner of land conveyed by Marstaller to Liston Eastman and Janet Eastman; thence at an approximate right angle and running in a general southwesterly direction along said Eastman land one hundred sixty-five (165) feet to the westerly corner of said Eastman land; thence at an approximate right angle and running in a general southeasterly direction along the southwesterly line of said Eastman land two hundred sixty-four (264) feet to the Old County Road and the point of beginning.

Parcel Two: Beginning on the northwesterly side of Old County Road at the southerly corner of land now or formerly of Ernest F. Marstaller as described in warranty deed from Austin E. Cotton to Ernest F. Marstaller dated January 6, 1945, and recorded in Cumberland County Registry of Deeds, Book 1767, Page 342; thence northwesterly along the southwesterly boundary line of Marstaller's land two hundred and eighty-four (284) feet to a point; thence at an approximate right angle and running northeasterly and parallel with said road one hundred and ninety (190) feet to a point; thence at an approximate right angle and running southeasterly parallel with the first bound two hundred and eighty-four (284) feet to said County Road; thence



**EXHIBIT A
LEGAL DESCRIPTION**
(Continued)

File No. 10010028

Policy No. **SPECIMEN**

in a general southwesterly direction along said road one hundred and ninety (190) feet to the point of beginning; said parcel of land being a portion of that described in the aforementioned deed.

Parcel Three: Beginning at the land now or formerly of Norman Baker, et al, at the northeasterly corner and land formerly of Hires; thence about northeast along land now or formerly of Hires one hundred and ninety (190) feet to land now or formerly of Ernest F. Marstaller; thence southeast and parallel with the Baker line two hundred thirty (230) feet to a point; thence southwest and parallel with the land now or formerly of Hires' line one hundred and ninety (190) feet to the land of Norman Baker, et al; thence about northwest two hundred thirty (230) feet to the point of beginning.

Parcel Four: Beginning off the westerly side of the Old Brunswick Road, also known as the Baker Road, at the northwesterly corner of land now or formerly of Leavitt and Ruth Baker; thence northwesterly along the line of land now or formerly of Norman and Lorette Baker approximately five hundred (500) feet to the land now or formerly of Ellen Webber, et al; thence southwesterly one hundred fifty (150) feet along the Webber line to an iron stake; thence southwesterly approximately five hundred (500) feet parallel with the first mentioned bound to the southwesterly corner of land now or formerly of Leavitt and Ruth Baker; thence northeasterly one hundred fifty (150) feet along the line of Leavitt and Ruth Baker to the point of beginning.

Parcel Five: Beginning on the northwesterly side of the Baker Road, so called, formerly the County Road leading from Freeport Village to the Prout Road in Freeport, County of Cumberland and State of Maine, at the northeasterly corner of land now or formerly of Norman Baker, et al, and the line of land now or formerly of Harry Powers; thence about northeasterly one hundred sixty (160) feet to a point; thence about southeasterly and parallel to the line of land now or formerly of Norman Baker three hundred ten (310) feet to a point; thence about southwesterly one hundred sixty (160) feet to land now or formerly of Norman Baker; thence about northwesterly along land now or formerly of Baker three hundred ten (310) feet to the point of beginning.

The above five parcels were conveyed to Robert J. Smith, now deceased, by warranty deed of Sandy Cedar Haven Campground, Inc. dated June 15, 1999, and recorded in the Cumberland County Registry of Deeds in Book 14830, Page 180. Further reference may be had to Cumberland Probate Docket #2003-1190 and deed to Cedar Haven, LLC dated March 30, 2005, recorded in said Registry in Book 22491, Page 157.