

E. 3548 Section 392  
Parcel 86

# WARRANTY DEED

From

GEORGE H. CARTER, ET AL

To

CENTRAL MAINE POWER COMPANY

Dated September 22, 1969

STATE OF MAINE

L I N C O L N ss. Registry of Deeds

Received SEPTEMBER 30, 1969

at 10 H., 30 M., A. M., and

recorded in Book 661 Page 124

Attest: Edith D. White  
Register.

Consideration  
\$ 80.00

W.O.  
69-232-330010

Check  
# 61123

P.P.O.  
# 2349

C. M. P. CO. NOTATIONS	<i>[Signature]</i>
OPER. DEPT. OK AS TO SUBJECT	<i>[Signature]</i>
LEGAL DEPT. OK AS TO FORM	<i>[Signature]</i>
TITLE DEPT. NOTED & APPROVED	<i>[Signature]</i>
STATE DEPT. NOTED & APPROVED	<i>[Signature]</i>
COMPTROLLER NOTED	<i>[Signature]</i>
OK FOR FILING	<i>[Signature]</i>

FILE ROOM: OCT 9 1969

9-27-69  
*[Signature]*

## Kunu All Men My There Mrenta

9/20/69

That we, GEORGE H. CARTER and DORIS R. CARTER, both of Whitefield, in the County of Lincoln and State of Maine, and GARDINER SAVINGS INSTITUTION, a Maine banking corporation having its office and principal place of business at Gardiner, in the County of Kennebec and said State of Maine, and AETNA CREDIT COMPANY, a Maine corporation having an office and place of business at Augusta, said County of Kennebec and State of Maine, the said Gardiner Savings Institution and Aetna Credit Company joining in this conveyance for the limited purposes only as hereinafter set forth, in consideration of one dollar and other valuable consideration paid by CENTRAL MAINE POWER COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Maine and having an office and place of business at Augusta, County of Kennebec, said State of Maine, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Central Maine Power Company, its successors and assigns, forever, certain lot(s) or parcel(s) of land in the town ~~city~~ of Whitefield, County of Lincoln, State of Maine, bounded and described as follows:

Being a strip of land 100 feet in width located northwesterly of and contiguous with a 200-foot strip of land owned by the Grantee herein and maintained as a right of way for its transmission line designated as Section #68, and extending from land now or formerly of Curtis T. Coombs in a general northeasterly direction to land now or formerly of Roy W. Ripley.

Said strip of land is more particularly bounded and described as follows: On the northeast by land of the said Ripley; on the southeast by said 200-foot strip of land of the Grantee; on the southwest by land now or formerly of the said Coombs; and on the northwest by a line parallel with and 100 feet distant northwesterly measured at right angles from the northwesterly boundary line of said 200-foot strip of land of the Grantee.

The above-described strip of land being a part of the premises conveyed to the Grantors by Louise Yarbrough by deed dated September 12, 1966 and recorded in Lincoln County Registry of Deeds in Book 614, Page 239.

There is reserved to the Grantors, their heirs and assigns, the right to use, at their sole risk and expense, the premises hereby conveyed for agricultural purposes only; provided always, that this reservation is made on the express condition that no building or other structure will be erected, maintained or permitted to be erected or maintained by the Grantors, their heirs and assigns, on the premises hereby conveyed and that the use so reserved shall at all times be expressly subject to the prior right of the Grantee, its successors and assigns, to make such use of said premises as it or they may desire at any and all times, including the right to clear and keep clear said premises of all trees, timber and bushes growing thereon by such means as the Grantee, its successors and assigns, may select, without liability on the part of the Grantee, its successors and assigns, to the Grantors, their heirs and assigns.

In consideration of the right to use said premises as herein reserved, the Grantors, their heirs and assigns, do hereby release the Grantee, its successors and assigns, from any and all claims and demands of every kind and nature which the Grantors, their heirs and assigns, now have or may have in the future against the Grantee, its successors and assigns, arising out of or in connection with the use of the premises hereby conveyed as above set forth.

Also excepting and reserving to the Grantors herein, their heirs and assigns, the right to cross the above-described strip on foot and with vehicles at such times and such places as will not in any way interfere with any use that the Grantee, its successors and assigns, may hereafter make of said strip in connection with carrying on its business as a public utility. In addition, the place or places of such crossing shall be satisfactory to the Grantee, and any use of said strip shall be in compliance with the provisions of the National Electrical Safety Code.

AUG 1

ALAN C. PEASE  
ATTORNEY AND COUNSELLOR AT LAW  
THE HAGURDA HOUSE  
WISCASSET, MAINE 04578

107-882-7483

August 14, 1969

Central Maine Power Company  
9 Green Street  
Augusta, Maine

Re: Parcel #86

Gentlemen:

In accordance with the request of Myron Curtis contained in his letter of June 17, 1969, as modified by Leon Emery by telephone, I have examined the records of the Lincoln County Registry of Deeds and Lincoln County Registry of Probate, as reflected by indices, from April 15, 1941, at 10:21 A.M., that being the date of recording of a deed from Warren E. Cunningham to Central Maine Power Company, to August 13, 1969, at twelve o'clock noon.

In accordance with the Standards of Title of the Maine State Bar Association, but limited to my examination of the records for the period noted above, I certify that on the last mentioned date and time, George H. Carter and Doris R. Carter, as joint tenants, were the record owners, with a good and marketable title to the premises described in Schedule A, attached hereto, free and clear of all encumbrances, with the following exceptions:

1. Any bankruptcy proceedings and any ordinance, municipal regulation or private law.
2. Any condition which an examination of the premises might reveal.
3. Real estate taxes for 1969 have not been checked.
4. Mortgage to Gardiner Savings Institution, dated September 15, 1966, and recorded September 19, 1966, in the Lincoln County Registry of Deeds, Book 623, Page 339.
5. Mortgage to Aetna Credit Company, dated November 5, 1968, and recorded November 6, 1968, in said Registry of Deeds, Book 650, Page 263. (An ineffectual attempt was made to discharge this mortgage by a Discharge dated April 4, 1969, and recorded April 10, 1969, in said Registry of Deeds, Book 654, Page 211. The Discharge purports to be that of Aetna Credit Company but is signed and acknowledged only by Richard Dickson without any statement of authority or that he signs in his capacity as an officer or authorized agent or attorney for Aetna Credit Company).

The Grantor herein, the said Gardiner Savings Institution, owner of a certain mortgage dated September 15, 1966 and recorded in Lincoln County Registry of Deeds in Book 623, Page 339, hereby joins in this conveyance for the purpose of releasing any and all right, title and interest it may have by virtue of said mortgage in and to the within described strip of land, and no more. The warranties herein set forth shall not be deemed to be those of said Gardiner Savings Institution.

Central Maine Power Company

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August 14, 1969

6. Mortgage to Aetna Credit Company dated April 4, 1969, and recorded April 9, 1969, in said Registry of Deeds, Book 654, Page 202.

This certificate assumes good and marketable title to have been in the grantee in the deed to Central Maine Power Company recorded on April 15, 1941, referred to above.

Very truly yours,

  
Alan C. Pease

ACP:gb

The Grantor herein, the said Gardiner Savings Institution, owner of a certain mortgage dated September 15, 1966 and recorded in Lincoln County Registry of Deeds in Book 623, Page 339, hereby joins in this conveyance for the purpose of releasing any and all right, title and interest it may have by virtue of said mortgage in and to the within described strip of land, and no more. The warranties herein set forth shall not be deemed to be those of said Gardiner Savings Institution.

SCHEDULE A

RE: Title of George H. Carter and Doris R. Carter  
Land at Whitefield, Maine

A certain lot or parcel of land with the buildings, situated in Whitefield, Lincoln County, Maine, bounded and described as follows: Northerly by land formerly of Iva Ripley; Easterly by the West River Road leading from King's Mills, so-called, to North Whitefield Village; Southerly by land of Curtis Coombs and land formerly of William Rooney; and Westerly by land of Central Maine Power Company.

Being the same premises conveyed to me by Warren E. Cunningham by his Warranty Deed dated March 10, 1943 and recorded in the Lincoln County Registry of Deeds in Book 446, Page 434.

Also another certain lot or parcel of land situated in Whitefield, Lincoln County, Maine and bounded and described as follows, to wit: On the East by land of the Central Maine Power Company; on the South by land of William Rooney Heirs and Curtis Coombs; on the West by land of Ralph Carter, and on the North by land of Iva Ripley's heirs.

Being the same premises conveyed to me by Francis Morse by his Warranty Deed dated August 19, 1950 and recorded in the Lincoln County Registry of Deeds in Book 493, Page 256.

The Grantor herein, the said Gardiner Savings Institution, owner of a certain mortgage dated September 15, 1966 and recorded in Lincoln County Registry of Deeds in Book 623, Page 339, hereby joins in this conveyance for the purpose of releasing any and all right, title and interest it may have by virtue of said mortgage in and to the within described strip of land, and no more. The warranties herein set forth shall not be deemed to be those of said Gardiner Savings Institution.

TO HAVE AND TO HOLD the aforementioned and bargained premises, with all the privileges and appurtenances thereof to the said Central Maine Power Company, 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 incumbrances; that we have good right to sell and convey the same to the Grantee to hold as aforesaid; and that we and our heirs, shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons. The Grantor herein, the said Aetna Credit Company, owner of a certain mortgage dated April 4, 1969 and recorded in Lincoln County Registry of Deeds in Book 654, Page 202, hereby joins in this conveyance for the purpose of releasing any and all right, title and interest it may have by virtue of said mortgage in and to the within described strip of land, and no more. The warranties herein set forth shall not be deemed to be those of said Aetna Credit Company.

IN WITNESS WHEREOF, we, the said George H. Carter and Doris R. Carter, being husband and wife, have hereunto set their hands and seals, and the said Gardiner Savings Institution has caused its corporate name to be signed, and its corporate seal affixed hereto by Richard L. Goodwin, its Assistant Treasurer, thereunto duly authorized, and the said Aetna Credit Company has caused its corporate name to be signed and its corporate seal affixed hereto by R. King, its Manager, thereunto duly authorized,

*Joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set Hand(s) and seal(s) this 22<sup>nd</sup> day of September, in the year of our Lord one thousand nine hundred and sixty-nine.*

Signed, Sealed and Delivered  
in presence of

*John C. King*  
*John C. King*  
*John C. King*

*George H. Carter*  
*Doris R. Carter*

GARDINER SAVINGS INSTITUTION

By: *Richard L. Goodwin*  
Its Assistant Treasurer

AETNA CREDIT COMPANY

By: *R. King*  
Its Manager

STATE OF MAINE LINCOLN

ss.

*September 22, 1969.*

Personally appeared the above named George H. Carter and Doris R. Carter

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

Before me,

*John C. King*  
Justice of the Peace