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QUITCLAIM DEED WITH COVENANT

MICHAEL C. MCCLURE, having a mailing address of Post Office Box 42, Weatherford, Texas 76086 ("Grantor") for consideration paid grants to **ROBERT CRAIG CONOVER a/k/a CRAIG CONOVER and KIM KOPPLE**, husband and wife, both having a mailing address of 1100 West Allen Lane, Philadelphia, Pennsylvania 19111, ("Grantees"), with Quitclaim-Covenant, as joint tenants, a certain lot or parcel of land together with any buildings and improvements thereon, situated in Brooksville, County of Hancock, State of Maine, being more particularly described as follows:

Lot 3 (the Whip-Poor-Will lot) according to a survey entitled "Subdivision Plan For: On the Lake, By the Sea" Lakeside, prepared by John D. Candage, R.L.S. dated April 1989, last revised March 30, 1993 and recorded at the Hancock County Registry of Deeds in File 25, No. 152, subject to those rights of way and easements shown on said plan.

The above lot is conveyed together with a pedestrian easement over and across that portion of the thirty (30) foot wide private drive depicted on the plan of the Seaside Lots recorded in File 23, #137 extending from Herrick Road to the Seaward Nature Trail as depicted on said survey. The above described lot is also conveyed with the benefit of a pedestrian easement over and across the Seaward Nature Trail as shown on said plans which easement is conveyed subject to the condition that any path constructed within said easement area shall not exceed five (5) feet in width. The foregoing easement shall be for access from Herrick Road to Eggemoggin Reach. With respect to the foregoing easement over the Seaward Nature Trail, Lillian P. Littlefield, as appurtenant to other lands of Lillian P. Littlefield in Brooksville, reserved the right to convey to others easements of similar scope and subject to the same conditions as set forth above appurtenant to other properties in Brooksville owned by the person(s) to whom the easements are conveyed, provided however that such properties must be used for residential purposes only.

By acceptance of this deed, Grantees hereby covenant and agree to hold harmless and indemnify the owner(s) of the lot(s) burdened by the foregoing easements and any and all liability and expenses

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arising from injury and damages to persons or property as a direct or indirect result of Grantee's exercise of said easement.

This covenant is further subject to the Declarations of Protective Covenants made by Frederick B. Littlefield and Lillian P. Littlefield dated July 27, 1990, and recorded in the Hancock County Registry of Deeds in Book 1821, Page 449 and 464.

This conveyance is further made subject to easements given by Frederick B. Littlefield and Lillian P. Littlefield dated July 27, 1990, and recorded in the Hancock County Registry of Deeds in Book 1821, Page 449 and 464.

This conveyance is further made subject to easements given by Frederick B. Littlefield and Lillian P. Littlefield to Bangor Hydro-Electric Company dated July 29, 1990, and recorded in the Hancock County Registry of Deeds in Book 1821, Page 416.

This conveyance is further made subject to Road Construction, Use and Maintenance Agreement by and between Philip C. Osgood and Lydia C. Osgood and Bennie Godwin, recorded in the Hancock County Registry of Deeds at Book 2903, Page 594.

SUBJECT TO mortgage from Michael C. McClure to Machias Savings Bank, as Custodian for the Goodwin W. Wiseman Rollover Individual Retirement Account, dated June 27, 2005 and recorded at the Hancock County Registry of Deeds in Book 4230, Page 222 and Promissory Note of same date and modified by Allonge dated December 2, 2005 and Allonge (Modification of Note) dated December 14, 2005 and further modified by Second Allonge dated June 8, 2007 and Second Allonge (Modification of Note Agreement) dated June 8, 2007 (collectively, "the Debt"). By acceptance of this deed, Grantees herein covenant and agree with the Grantor herein, his heirs and assigns, to assume liability for the Debt and agree to pay the entire balance of the indebtedness due and owing, including all interest thereon, as of even date herewith and to comply with all covenants, agreements and conditions contained in said instruments, and to indemnify and hold harmless the Grantor, his heirs and assigns, from any and all claims arising out of said mortgage or promissory note.

For Grantor's source of title, reference may be made to deed from Bennie E. Godwin to Michael C. McClure dated June 27, 2005 and recorded at the Hancock County Registry of Deeds in Book 4230, Page 220.

WITNESS my hand and seal this 14th day of September, 2007.


MICHAEL C. MCCLURE

STATE OF MAINE
COUNTY OF HANCOCK, ss.

September 14, 2007

Then personally appeared the above-named MICHAEL C. MCCLURE and
acknowledged the foregoing instrument to be his free act and deed.

Before me,

William S. Hanley

Notary Public

My commission expires:

SEAL

William S. Hanley, Notary Public
State of Maine
My Commission Expires 6/13/2008

#1 (3)

HANCOCK COUNTY