Hook Rd/Jay Rd Unmerge Bradshaw Property

Parcel ID's	Address	Current Owner	Date of unmerge/common owner Deed	size	Comment	Notes Area of Tax Card
266-087-000	12 Hook Rd	Bradshaw, Walter	1999 lot 49 1456 0188 1998	Vacant Lot	1649 347 2001 Deed that conveys lot 49 to husband Walter only.	LOTS SEPARATED PER LTR. 6/99 JOHN BOBULA
266-077-000	45 Jay Rd	Bradshaw , Jayna	1999 lot 33 1456 0182 1998	Vacant Backlot and has very small frontage on road	1541 720 1999 this Deed transfer to the wife only created the checkerboard after the unmerge. Don't get confused. The Bradshaws also have another lot on Hook Road but that is 2 acre like the other on Hook Road so those were not merged. Only the less than 1 acre lot on Jay Road was merged to the larger adjacent one on Hook Road.	LOT SEPARATED FROM 266-087 PER

Town of Gilford
DEPARTMENT OF PLANNING AND LAND USE
47 Cherry Valley Road, Gilford, NH 03246 Vox: (603) 527-4727 Fax:(603)527-4731

June 9, 1999

Haughey Philpot & Laurent PA
Paul Bordeau Esq.
816 N. Main St.
Laconia NH 03246

Re: Merger of lots at 12 Hook Rd., #266-087.000 and 16 Hook Rd., #266-088.000

Dear Mr. Bordeau:

On June 9, 1999, I indicated to you in a letter that certain lots owned by your clients Walter A. and Jayna M. Bradshaw will not be considered merged under Section 9.1.1 Contiguous Non- Conforming Lot of the zoning ordinance. My letter referenced lots #266-087.000 and 266-088.000 as being the subject of the Town position expressed. The pairing of those two lots were in error. The correct pair of lots to which the non-merger position of the Town applies is: **#266-087.000** and **266-077.000**. (NB: #266-088.000 is also owned by Bradshaw, but was a segregate lot of record and not a part of the non merger agreement.)

Please correct your records to reflect the change. By copy of this letter, we are also notifying other Town departments of this correction so that they can coordinate their records. If you have further questions in this matter, please contact this department.

Sincerely

John Bobula
Director

CC: Selectmen
W. Bradshaw, 5232 Blackjack Circle, Punte Gorde FL 33982
W. Corcoran, Assessor
D. Eastman TC/TC
DPLU File M,C.

P

MITCHELL & BATES PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
UNION SQUARE • 382 UNION AVENUE
LACONIA, NEW HAMPSHIRE 03246

WALTER L. MITCHELL
TIMOTHY BATES

TELEPHONE (603) 524-3885
FACSIMILE (603) 524-0745

July 30, 1998

PB
ZBA
CC
AUG 03 '98
001
002

ATTORNEY/CLIENT PRIVILEGED COMMUNICATION

VIA FACSIMILE AND FIRST CLASS MAIL

John Bobula, Director
Gilford Planning and Land Use
47 Cherry Valley Road
Gilford, NH 03246

File

Re: Merger of Bradshaw Lots

Dear John:

As requested, I have reviewed Attorney Bordeau's letter to you dated May 29, 1998 and disagree with his analysis. I do not believe the conveyance of mortgage interests to different individuals or entities operates to avoid the "common ownership" trigger found in § 9.1.1 of the Gilford Zoning Ordinance. Let me explain the bases for this opinion.

First, let me grant Attorney Bordeau two points: (1) I, too, am not aware of any case on point, certainly not in New Hampshire. Such a case or cases may come to light if it is necessary to research the issue presented in more depth; (2) I agree that in New Hampshire the execution of a mortgage on real estate conveys bare legal title to the mortgagee, with the mortgagor holding an equity of redemption.

Attorney Bordeau's position rests on the notion that it is the mortgagee that has "ownership" of the property, and since the mortgagees are different, the merger provisions of the zoning ordinance are not satisfied. I disagree. "Ownership" as that word is used in the ordinance does not refer to the bare legal title held by a mortgagee, but to the full bundle of ownership rights, which include the right to occupy, use and enjoy the property, and to exclude others from it. The transfer to the mortgagee of bare legal title carries none of those rights with it. I therefore believe a Court would conclude that "common ownership" as that phrase is used in the merger clause refers, where there is one or more mortgagees, to those owners who hold the equity of redemption of the mortgage interests, and who have the right to occupy, use and enjoy the property, and to exclude others from it.

Having said this, it is clear that in the case Attorney Bordeau presents, where the two merged lots have different mortgagees, a foreclosure of one or both mortgages will likely raise significant issues for the town and the mortgagees. I do not mean to avoid those issues by pointing out the obvious, that we should all hope that such a foreclosure does not occur. Perhaps the best that can be done for the moment is for the town to

e-mail: *townlaw@worldpath.net*

take the firm position that the merger clause is effective in this case, and that to avoid the difficult and serious issues which may arise in the event of foreclosure, the mortgages should be renegotiated so that there is a single mortgagee whose rights extend over the entire merged parcel, if that is possible.

We appreciate the opportunity to assist with this matter. Please let me know if you have further questions or comments.

Sincerely,

Timothy Bates

TB/dbm

cc: David R. Caron, Town Administrator

MITCHELL & BATES PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
UNION SQUARE • 382 UNION AVENUE
LACONIA, NEW HAMPSHIRE 03246

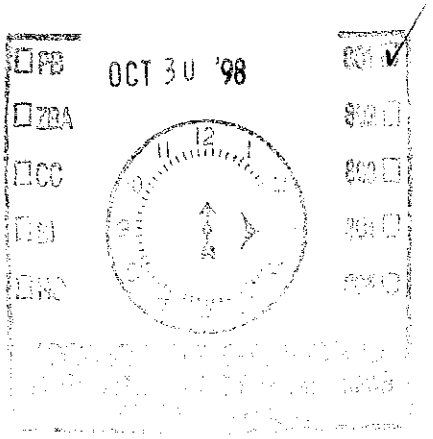
WALTER L. MITCHELL
TIMOTHY BATES

TELEPHONE (603) 524-3885
FACSIMILE (603) 524-0745

October 29, 1998

ATTORNEY/CLIENT PRIVILEGED COMMUNICATION

VIA FACSIMILE AND FIRST CLASS MAIL



File

John Bobula, Director
Gilford Planning and Land Use
47 Cherry Valley Road
Gilford, NH 03246

Re: Merger of Bradshaw Lots

Dear John:

We have given further consideration to the issues presented by the Bradshaw situation. Although I stand by the accuracy of the legal opinions expressed in my letter to you dated July 30, 1998 we think a cost-benefit analysis leads to the conclusion that the town should not insist that the Bradshaw lots have merged. Let me explain the bases for this conclusion.

First, it is clear that had the Bradshaws been aware of the lot merger clause, they could easily have avoided it by having each of the lots deeded to one of the spouses, or into some other "checkerboard" ownership. Thus, if the town now concedes that the conveyance of mortgages by the Bradshaws to different mortgagees does avoid the operation of the merger clause, that concession does not create for the first time a method to avoid merger - the "checkerboard" method of fee ownership is already the well known weapon of choice.

Moreover, the facts presented by the Bradshaw conveyances are not likely to be encountered with any frequency. They are seizing the mortgage issue only because they were unaware of the merger clause in the first place, and therefore did not take advantage of the "checkerboard" option. Therefore, we do not see the mortgage issue as a serious threat to the routine operation of the merger clause or its effectiveness in the normal case.

To be weighed against the foregoing is the likelihood of litigation with the Bradshaws if the town persists in enforcing the merger clause, the possibility that they will prevail, and the practical and legal difficulties that will arise if one or both of the mortgages should be foreclosed as pointed out in my earlier letter.

e-mail: *townlaw@worldpath.net*

In sum, we think the wisest course is for the town to agree not to enforce the merger clause against the Bradshaw lots so long as either is mortgaged, or each is mortgaged to different mortgagees.

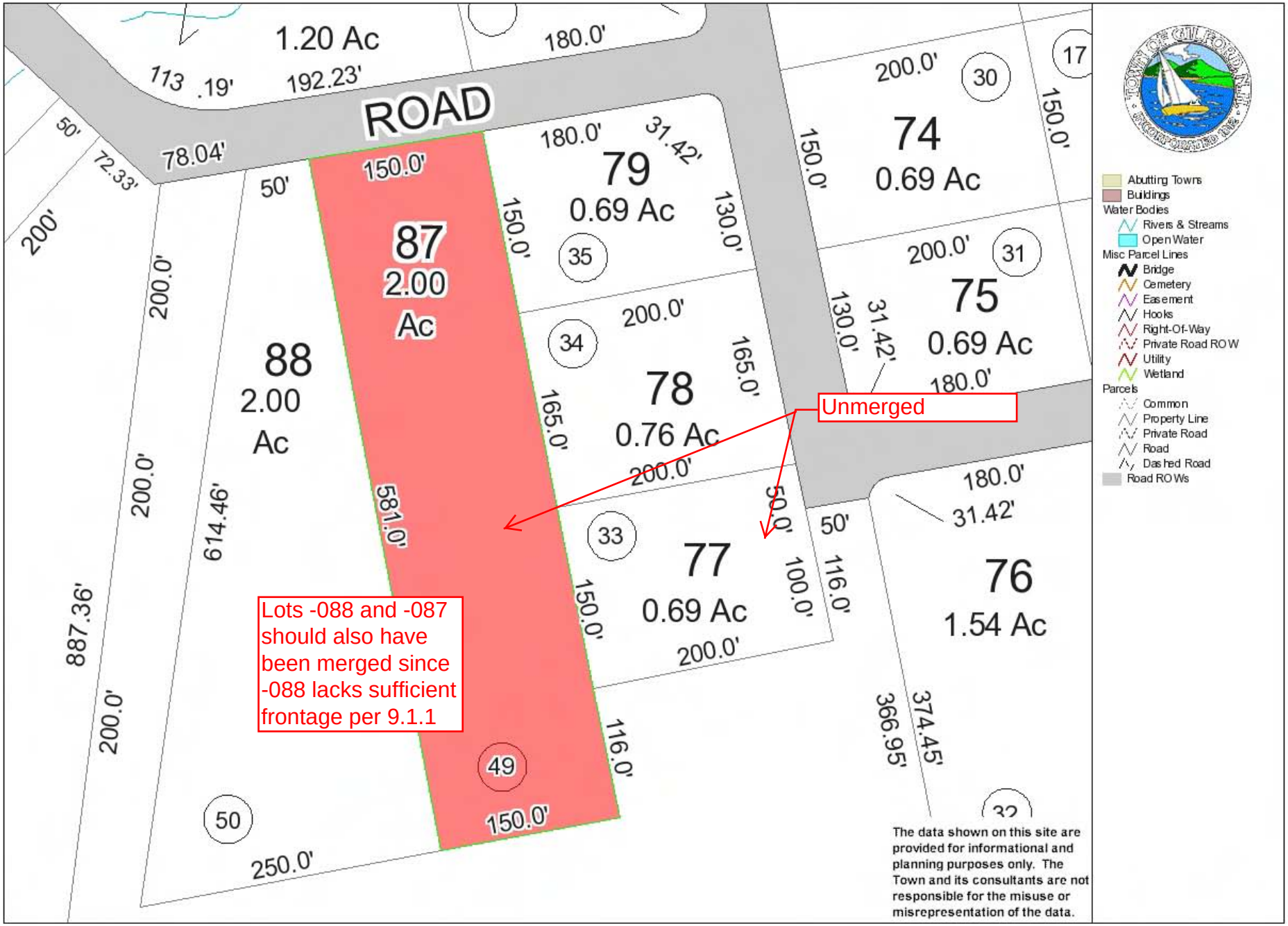
Please let me know if you have any questions or comments.

Sincerely,

Timothy Bates

TB/dbm

cc: David R. Caron, Town Administrator


1.20 Ac
ROAD
87
2.00
Ac
88
2.00
Ac
79
0.69 Ac
78
0.76 Ac
77
0.69 Ac
76
1.54 Ac
74
0.69 Ac
75
0.69 Ac
Unmerged
Lots -088 and -087 should also have been merged since -088 lacks sufficient frontage per 9.1.1
The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.
Abutting Towns
Buildings
Water Bodies
Rivers & Streams
Open Water
Misc Parcel Lines
Bridge
Cemetery
Easement
Hooks
Right-Of-Way
Private Road ROW
Utility
Wetland
Parcels
Common
Property Line
Private Road
Road
Dashed Road
Road ROWs
0
94
188 ft
MapsOnline

802118

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That I, CAREY FAY BLANDFORD, a single woman, f/k/a CAREY EDNA FAY of 13 Varney Point, Gilford, County of Belknap, State of New Hampshire, for consideration paid, grants to WALTER A. BRADSHAW and JAYNA M. BRADSHAW, husband and wife, both of 5232 Blackjack Circle, Punte Gorde, Florida 33982, as joint tenants with rights of survivorship, with WARRANTY COVENANTS,

A certain tract or parcel of land with any improvements thereon, situate in Gilford, County of Belknap and State of New Hampshire, and shown as Lot #33 on a plan entitled "Revision Plan of Lots #23 and 24 and Lots #33 through 48, Winnipesaukee Highlands, Gilford, N.H., Scale 1" = 100'", Ronald M. Mitchell & Associates, Surveyors, which plan was recorded with the Belknap County Registry of Deeds on February 14, 1975 in Plan Book 50, Pages 23-24, and more particularly bounded and described as follows:

Beginning at an iron pin set on the northwesterly corner of the premises herein conveyed and thence proceeding along the southerly sideline of Lot 34 as shown on said plan S 85° 27' 50" E a distance of 200 feet, more or less, to a point on the westerly sideline of Jay Drive, so-called;

thence turning and proceeding along the westerly sideline of said Jay Drive S 4° 32' 10" W a distance of 150 feet, more or less, to a point;

thence turning and running N 85° 27' 50" W a distance of 200 feet, more or less, to a point;

thence turning and running along the easterly sideline of Lot 49 as shown on said plan N 4° 32' 10" E a distance of 150 feet, more or less, to the point of beginning.

Containing 30,000 square feet, more or less.

This conveyance is made subject to the following covenants, conditions and restrictions which shall run with the land:

1. Location of septic tanks, drainage fields and other sewerage disposal systems and water wells shall be subject to the written approval of the grantor.

2. The lot will be used for residential purposes only. Not more than one dwelling shall be erected, permitted or maintained upon said lot and no buildings shall be designed for use by more than one family.

3. No temporary structures shall be built upon the land other than those necessary and used in the course of construction of permanent buildings, and all such shall be removed immediately upon completion of any building operations; no buildings or structures upon the property shall be covered with tarred paper or sheathing paper, or any other temporary wall covering.

4. All buildings erected upon the premises must be completed and landscaped within eighteen (18) months after the start of construction. Such landscaping shall not require the planting of any trees or bushes, however, it shall require that the surface of the land shall be graded and finished with a topping which shall be reasonably designed to be pleasing to the eye and to prevent erosion.

HAUGHEY, PHILPOT
& LAURENT, P.A.
ATTORNEYS AT LAW
816 NORTH MAIN STREET
LACONIA, N. H. 03246
TELEPHONE
(603) 524-4101

BK1456 PG0182

5. No trailers or mobile homes shall be permitted upon the lot conveyed hereby.

6. These conditions and restrictions may be enforced by the grantor, its successors and assigns, and by the owners of any lots shown on said Plan of Winnipesaukee Highlands. The grantor reserves the right to change or modify any of the restrictions contained in this deed with regard to the later sale of any lots as shown on said Plan.

7. These covenants and restrictions and each of them are hereby declared to be covenants attached to and running with the land to be conveyed hereby.

Meaning and intending to described and convey the premises conveyed to the Grantor herein by deed of Merrill P. Fay dated March 27, 1987 and recorded in the Belknap County Registry of Deeds at Book 993, Page 804.

This is not homestead property as to this Grantor.

Executed this 13th day of February, 19 98.

Carey Fay Blandford

Carey Fay Blandford
f/k/a Carey Edna Fay

STATE OF NEW HAMPSHIRE
BELKNAP, SS.

On this 13th day of February, 1998, before me the undersigned officer, personally appeared the said Carey Fay Blandford, f/k/a Carey Edna Fay, known to me, (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

Susan M. Bartlett

~~Justice of the Peace~~/Notary Public
My Commission Expires:

SUSAN M. BARTLETT, Notary Public
My Commission Expires January 12, 1999

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
REAL ESTATE TRANSFER TAX
\#\#\#\# THOUSAND \# HUNDRED AND 94 DOLLARS
MO. DAY YR. 02/26/1998 316302 AMOUNT $ \#\#\#\#94.00
VOID IF ALTERED

RECEIVED
98 FEB 26 PM 2:53
REGISTRY OF DEEDS
BELKNAP COUNTY
Rachel M. Hernandez
Registrar

BK1456 PG0183

HAUGHEY, PHILPOT & LAURENT, P.A.
ATTORNEYS AT LAW
816 NORTH MAIN STREET
LACONIA, N. H. 03246
TELEPHONE
(603) 524-4101

802120

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That I, WILLIAM M. FAY, a single man, of 444 Province Street, Laconia, County of Belknap, State of New Hampshire, for consideration paid, grants to WALTER A. BRADSHAW and JAYNA M. BRADSHAW, husband and wife, both of 5232 Blackjack Circle, Punte Gorde, Florida 33982, as joint tenants with rights of survivorship, with WARRANTY COVENANTS,

A certain tract or parcel of land with any improvements thereon, situate in Gilford, County of Belknap and State of New Hampshire, and shown as Lot #49 on a plan entitled "Revision Plan of Lots #23 and #24 and Lots #33 through #48, Winnipesaukee Highlands, Gilford, N.H., Scale 1" = 100'", Ronald M. Mitchell & Associates, Surveyors, which plan was recorded with the Belknap County Registry of Deeds on February 14, 1975 in Plan Book 50, Pages 23-24, and more particularly bounded and described as follows:

Beginning at an iron pin set on the southerly sideline of Hook Road, so-called, said point being the northwesterly corner of the premises herein conveyed and thence proceeding along the southerly sideline of said Hook Road S 85° 27' 50" E a distance of 150 feet, more or less, to an iron pin;

thence turning and running S 4° 32' 10" W a distance of 581 feet, more or less, to a point;

thence turning and running N 85° 27' 50" W a distance of 150 feet, more or less, to a point;

thence turning and running along the easterly sideline of said Lot #50 as shown on said plan N 4° 32' 10" E a distance of 581 feet, more or less, to the point of beginning.

Containing 87,150 square feet, more or less.

This conveyance is made subject to the following covenants, conditions and restrictions which shall run with the land:

1. Location of septic tanks, drainage fields and other sewerage disposal systems and water wells shall be subject to the written approval of the grantor.

2. The lot will be used for residential purposes only. Not more than one dwelling shall be erected, permitted or maintained upon said lot and no buildings shall be designed for use by more than one family.

3. No temporary structures shall be built upon the land other than those necessary and used in the course of construction of permanent buildings, and all such shall be removed immediately upon completion of any building operations; no buildings or structures upon the property shall be covered with tarred paper or sheathing paper, or any other temporary wall covering.

4. All buildings erected upon the premises must be completed and landscaped within eighteen (18) months after the start of construction. Such landscaping shall not require the planting of any trees or bushes, however, it shall require that the surface of the land shall be graded and finished with a topping which shall be reasonably designed to be pleasing to the eye and to prevent erosion.

HAUGHEY, PHILPOT
& LAURENT, P.A.
ATTORNEYS AT LAW
816 NORTH MAIN STREET
LACONIA, N. H. 03246
TELEPHONE
(603) 524-4101

BK1456 PG0188

5. No trailers or mobile homes shall be permitted upon the lot conveyed hereby.

6. These conditions and restrictions may be enforced by the grantor, its successors and assigns, and by the owners of any lots shown on said Plan of Winnipesaukee Highlands. The grantor reserves the right to change or modify any of the restrictions contained in this deed with regard to the later sale of any lots as shown on said Plan.

7. These covenants and restrictions and each of them are hereby declared to be covenants attached to and running with the land to be conveyed hereby.

Meaning and intending to described and convey the premises conveyed to the Grantor herein by deed of Carey Edna Fay dated April 6, 1987 and recorded in the Belknap County Registry of Deeds at Book 1000, Page 740.

This is not homestead property as to this Grantor.

Executed this 21st day of Jan., 1998.

William M. Fay

STATE OF NEW HAMPSHIRE
BELKNAP, SS.

On this 21st day of January, 1998, before me the undersigned officer, personally appeared the said William M. Fay, known to me, (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Justice of the Peace/~~Notary Public~~
My Commission Expires: May 12, 1993

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
REAL ESTATE TRANSFER TAX
THOUSAND # HUNDRED AND 94 DOLLARS
MO. DAY YR. 02/26/1998 316303 AMOUNT $ ######94.00
VOID IF ALTERED

RECEIVED
Rachel M. Normandin
98 FEB 26 PM 2:54
REGISTRY OF DEEDS
BELKNAP COUNTY
Register

BK1456 PG0189

HAUGHEY, PHILPOT & LAURENT, P.A.
ATTORNEYS AT LAW
816 NORTH MAIN STREET
LACONIA, N. H. 03246
TELEPHONE
(603) 524-4101

106277

WARRANTY DEED
Hook Road
Gilford, New Hampshire

Walter A. Bradshaw and Jayna M. Bradshaw, husband and wife, of 5232 Blackjack Circle, Punta Gorda, Charlotte County, Florida, for valuable consideration, grant to Walter A. Bradshaw, with WARRANTY COVENANTS, a parcel of land with any improvements located in Gilford, Belknap County, New Hampshire, more particularly bounded and described as follows:

A certain tract or parcel of land, with any improvements thereon, situated in the Town of Gilford, County of Belknap, State of New Hampshire, being Lot #49, as shown on a plan of land entitled "Revision Plan of Lots 23 & 24 and Lots 33 through 48, Winnipesaukee Highlands, Gilford, N.H.", dated November 21, 1974, scale 1" = 100', drawn by Ronald M. Mitchell & Associates, recorded in the Belknap County Registry of Deeds as Plan Book 50, Pages 23 & 24. More particularly bounded and described as follows:

Beginning at an iron pin set on the southerly sideline of Hook Road, so-called, said point being the northwesterly corner of the premises herein described and thence proceeding along the southerly sideline of said Hook Road S 85 degrees 27 minutes 50 seconds E a distance of 150 feet, more or less, to an iron pin;

thence turning and running S 4 degrees 32 minutes 10 seconds W, a distance of 581 feet, more or less, to a point;

thence turning and running N 85 degrees 27 minutes 50 seconds W a distance of 150 feet, more or less, to a point;

thence turning and running along the easterly sideline of said Lot #50 as shown on said plan N 4 degrees 32 minutes 10 seconds E a distance of 581feet, more or less, to the point of beginning;

Containing 87,150 square feet, more or less.

BK1649PG0347

This conveyance is made subject to the following covenants, conditions and restrictions which shall run with the land:

1. Location of septic tanks, drainage fields and other sewerage disposal systems and water wells shall be subject to the written approval of the grantor.

2. The lot will be used for residential purposes only. Not more than one dwelling shall be erected, permitted or maintained upon said lot and no buildings shall be designed for use by more than one family.

3. No temporary structures shall be built upon the land other than those necessary and used in the course of construction of permanent buildings, and all such shall be removed immediately upon completion of any building operations; no buildings or structures upon the property shall be covered with tarred paper or sheathing paper, or any other temporary wall covering.

4. All buildings erected upon the premises must be completed and landscaped within eighteen (18) months after the start of construction. Such landscaping shall not require the planting of any trees or bushes, however, it shall require that the surface of the land shall be graded and finished with a topping which shall be reasonably designed to be pleasing to the eye and to prevent erosion.

5. No trailers or mobile homes shall be permitted upon the lot conveyed hereby.

6. These conditions and restrictions may be enforced by the grantor, its successors and assigns, and by the owners of any lots shown on said Plan of Winnipesaukee Highlands. The grantor reserves the right to change or modify any of the restrictions contained in this deed with regard to the later sale of any lots as shown on said Plan.

7. These covenants and restrictions and each of them are hereby declared to be covenants attached to and running with the land to be conveyed hereby.

Meaning and intending to describe and convey the premises conveyed to the Grantor herein by deed of William M. Fay dated January 21, 1998, and recorded in the Belknap County Registry of Deeds at Book 1456, Page 188.

BK1649PG0348

This is not homestead property as to this Grantor.

This is a non-contractual transfer as defined in New Hampshire RSA 78-B:1-a, III, and is exempt from transfer taxes pursuant to New Hampshire RSA 78-B:2, IX.

Executed this 9 day of May, 2001.

Walter A. Bradshaw

Jayna M. Bradshaw

Charlotte County, Florida

This instrument was sworn to and acknowledged before me on May 9, 2001, by Walter A. Bradshaw and Jayna M. Bradshaw.

(Notary Seal)

Joann Doran
My Commission CC679841
Expires September 20, 2001

Notary Public/Justice of the Peace
Print Name: Joann Doran
My Commission Expires: 09/20/01

RECEIVED
2001 MAY 10 PM 12:38
Rachel M Normandin
REGISTRY OF DEEDS
BELKNAP COUNTY
Registrar

BK1649PG0349

910589

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That I, WALTER A. BRADSHAW, a married man, of 5232 Blackjack Circle, Punta Gorda, County of Charlotte, State of Florida, 33982, for nominal consideration paid, grant to JAYNA M. BRADSHAW, a married woman, of 5232 Blackjack Circle, Punta Gorda, Florida 33982, with QUITCLAIM COVENANTS,

A certain tract or parcel of land with any improvements thereon, situate in Gilford, County of Belknap and State of New Hampshire, and shown as Lot #33 on a plan entitled "Revision Plan of Lots #23 and 24 and Lots #33 through 48, Winnipesaukee Highlands, Gilford, N.H., Scale 1" = 100'", Ronald M. Mitchell & Associates, Surveyors, which plan was recorded with the Belknap County Registry of Deeds on February 14, 1975 in Plan Book 50, Pages 23-24, and more particularly bounded and described as follows:

Beginning at an iron pin set on the northwesterly corner of the premises herein conveyed and thence proceeding along the southerly sideline of Lot 34 as shown on said plan S 85° 27' 50" E a distance of 200 feet, more or less, to a point on the westerly sideline of Jay Drive, so-called;

thence turning and proceeding along the westerly sideline of said Jay Drive S 4° 32' 10" W a distance of 150 feet, more or less, to a point;

thence turning and running N 85° 27' 50" W a distance of 200 feet, more or less, to a point;

thence turning and running along the easterly sideline of Lot 49 as shown on said plan N 4° 32' 10" E a distance of 150 feet, more or less, to the point of beginning.

Containing 30,000 square feet, more or less.

This conveyance is made subject to the following covenants, conditions and restrictions which shall run with the land:

1. Location of septic tanks, drainage fields and other sewerage disposal systems and water wells shall be subject to the written approval of the grantor.

2. The lot will be used for residential purposes only. Not more than one dwelling shall be erected, permitted or maintained upon said lot and no buildings shall be designed for use by more than one family.

3. No temporary structures shall be built upon the land other than those necessary and used in the course of construction of permanent buildings, and all such shall be removed immediately upon completion of any building operations; no buildings or structures upon the property shall be covered with tarred paper or sheathing paper, or any other temporary wall covering.

4. All buildings erected upon the premises must be completed and landscaped within eighteen (18) months after the start of construction. Such landscaping shall not require the planting of any trees or bushes, however, it shall require that the surface of the land shall be graded and finished with a topping which shall be reasonably designed to be pleasing to the eye and to prevent erosion.

HAUGHEY, PHILPOT
& LAURENT, P.A.
ATTORNEYS AT LAW
816 NORTH MAIN STREET
LACONIA, N. H. 03246
TELEPHONE
(603) 524-4101

BK1541 PG0720

5. No trailers or mobile homes shall be permitted upon the lot conveyed hereby.

6. These conditions and restrictions may be enforced by the grantor, its successors and assigns, and by the owners of any lots shown on said Plan of Winnipesaukee Highlands. The grantor reserves the right to change or modify any of the restrictions contained in this deed with regard to the later sale of any lots as shown on said Plan.

7. These covenants and restrictions and each of them are hereby declared to be covenants attached to and running with the land to be conveyed hereby.

Meaning and intending to described and convey the premises conveyed to Walter A. Bradshaw and Jayna M. Bradshaw by deed of Corey Fay Blandford dated February 13, 1998 and recorded in the Belknap County Registry of Deeds at Book 1456, Page 182.

This is not homestead property as to this Grantor.

This conveyance is a noncontractual transfer within the definition of New Hampshire RSA 78-B:1-a III and, thus, is not subject to the tax on transfer of real property pursuant to New Hampshire RSA 78-B:2 IX.

Executed this 16 day of July, 1999.

Walter A. Bradshaw

STATE OF NEW HAMPSHIRE
BELKNAP, SS.

On this 16th day of July, 1999, before me the undersigned officer, personally appeared the said Walter A. Bradshaw, known to me, (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Justice of the Peace/Notary Public
My Commission Expires: _____

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
REAL ESTATE TRANSFER TAX
***** THOUSAND * HUNDRED AND 40 DOLLARS
DATE DAY YR. 07/20/1999 382944 $ ******40.00
VOID IF ALTERED

RECEIVED
99 JUL 20 AM 9:32
REGISTRY OF DEEDS
BELKNAP COUNTY
Register

BK1541 PG0721

HAUGHEY, PHILPOT & LAURENT, P.A.
ATTORNEYS AT LAW
816 NORTH MAIN STREET
LACONIA, N. H. 03246
TELEPHONE
(603) 524-4101