

STATE OF MAINE

SUPERIOR COURT  
LINCOLN, ss.

DOCKET NO. RE-18-08

**LEOL CORSON,**  
PLAINTIFF

v.

**JACOB BECK AND**  
**JILL BECK,**  
DEFENDANTS

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**AFFIDAVIT OF JACOB BECK**

Now Comes Jacob Beck, being first duly sworn, who states as follows:

1. My name is Jacob Beck and I am a resident of Bristol, County of Lincoln, and State of Maine. I have personal knowledge of the facts and events described herein and I am competent to testify to the same. I certify that the documents attached hereto are true copies of the original documents.
2. I am married to Jill Beck. Leol Corson (hereinafter "Leol") is my wife's grandfather.
3. Attorney James Gallagher represented Leol in discussions leading to me and my wife's purchase of land and buildings, and the contents therein, located at 1913 Bristol Road in Bristol, Maine ("the Bristol Property").
  - a. I participated in a family meeting held in Leol's Bristol home on November 6, 2016. The purpose of the meeting was to discuss how Leol could continue to stay in his home after his two sons and their families/domestic partners had moved out. The family meeting included discussions of a reverse mortgage and it was agreed that Leol should meet with his attorney, James Gallagher, to explore Leol's options.
  - b. On November 8, 2016 I traveled to Attorney Gallagher's Damariscotta office. Leol and one of his sons, Matthew Corson, were already at Mr. Gallagher's office when I arrived. I met Leol and Matthew in the hallway/waiting area, and advised them that my wife and I had withdrawn an offer we made on a Freeport home, and that my wife and I may be able to help Leol's financial needs. Attorney Gallagher then greeted us in the hallway, and invited us to his office. Before we entered he paused and said to Leol, "Leol you are my client and the gentlemen accompanying you are not. Do you grant permission to allow these two to enter our private discussion?" Leol accepted and we all entered the room. The topic of a reverse mortgage was raised and Attorney

Gallagher advised Leol against a reverse mortgage. I suggested that my wife and I may be able to purchase Leol's Bristol property to provide a place for Leol to live. Attorney Gallagher said that my and my wife's idea may be the best option for Leol, and mentioned something to Leol about a "support mortgage", which I understood to be a document establishing that Leol could remain in the Bristol property. I told Leol, Matthew Corson, and Attorney Gallagher that I would contact my bank to see about purchasing Leol's Bristol home.

- c. I exchanged emails with Attorney Gallagher advising him of my efforts to secure financing for the purchase of the Bristol Property. **[Exhibit 1]** Attorney Gallagher's statement in his email to me of November 10, 2016 at 10:17 am that "TIME IS ON OUR SIDE BUT LEOL CAN'T WAIT TO LONG" (emphasis in original) made me concerned that my wife and I needed to act quickly to purchase Leol's home. We therefore abandoned the idea of waiting until we could save enough to equal to 20% of Leol's current mortgage and revolving debt (thereby avoiding the lender's requirements for private mortgage insurance) and decided that we would offer Leol a sum that we believed would be sufficient to pay his mortgage in full.
  - d. Leol met with me and my wife on November 12, 2016 and we presented him with a Purchase & Sale Agreement **[Exhibit 2]** with the terms of our offer to purchase his Bristol home. Leol freely and voluntarily signed the Purchase & Sale Agreement, as did my wife and I. Leol said to us that he would bring the Purchase & Sale Agreement to Attorney Gallagher for review.
  - e. On November 14, 2016 I sent Attorney Gallagher an email advising him that the Purchase & Sale Agreement had been signed. I asked Attorney Gallagher whether his office could handle the closing for our lender. Attorney Gallagher responded that he can "only ethically represent Leol" and provided us with names of other real estate attorneys who may be able to assist us **[Exhibit 3]**. Thereafter, Attorney Gallagher handled this transaction.
4. At no point did Leol "rely" on me or my wife in his decision to sell us the Bristol Property. Such a decision was made in full consultation with two of Leol's sons, various members of Leol's extended family, and Leol's attorney, James Gallagher. A wide range of options were concerned with and by all of these parties before my wife and I made our offer to purchase the Bristol Property.
  5. At no point did I take any action, make any statement, or engage in any conduct that was designed to coerce or influence Leol to sell me and my wife his home and its contents. I did not make any false promises to Leol, nor did I make any threats (express or implied) about what might happen if he didn't sell my wife and me the Bristol Property. I am aware of no such action, statements, or conduct by any third parties.

6. My wife and I originally planned to move into the Bristol home to live with Leol after our purchase. However, these plans changed prior to our closing date of December 19, 2016 when my wife's uncle, Jayson Corson, and aunt, Kerstin Corson, offered to move into the Bristol Property until the fall of 2017. Our plan as of closing was to move into the Bristol home with Leol in the fall of 2017. It became apparent to me in the summer of 2017 that Jayson and Kerstin were not planning to vacate the Bristol home in the fall, and my wife and I commenced the eviction process. At that time it was our plan and expectation that my wife and I would move into the Bristol home with Leol. Leol, however, advised me in a telephone conversation I had with him on August 25, 2017 that he would be moving out of the Bristol home with Jayson and Kerstin.
7. At the time of our purchase, the Town of Bristol assessed the land and buildings for \$125,000.00. The home itself was in a state of neglect and disrepair, with water damage and mold issues. The septic system is defective and leaks raw sewage onto a neighboring property, which Leol acknowledged to me in a post-closing conversation. My opinion is that my wife and I paid Leol fair market value for the Bristol land and buildings.
8. The value of the contents of the Bristol home was not \$50,000.00. When Leol moved out of the Bristol home, his attorney, James Gallagher, advised us that he had taken all of the items he wanted. Any items left behind by Leol when he moved out were of little or no value. My wife and I attempted to sell most of items that he left behind, and we ended up donating, giving away, or hauling numerous of these items to the landfill. Again, Leol's attorney advised us that Leol had removed all of his desired items when he left the Bristol home.
9. Leol in fact received "monetary compensation" or "payment" for the sale of the Bristol Property. As shown on the closing statement for the transaction, the sale price of the Bristol Property was \$105,000.00, which was paid in full at closing. Leol's proceeds were sufficient to satisfy Leol's mortgage on the Bristol home (\$104,911.33) and settled a claim against the Bristol home by Midland Funding in the amount of \$1,500.00. Leol further received "monetary compensation" or "payment" by virtue of the Living Arrangement Agreement which provides that Leol could stay in the Bristol home free from the payment of any mortgage, real estate taxes, or insurance, with Leol only paying for his personal expenses and performing routine maintenance and upkeep. Leol's mortgage payment alone was \$1,162.00 per month, as he stated under oath in his deposition, and this totals \$13,944.00 per year. Leol's voluntary decision to vacate the Bristol home in the fall of 2017, against my wishes and the plans made prior to closing, resulted in loss of the additional "monetary compensation" or "payment" he was entitled to receive.
10. Leol currently lives in Pemaquid with my wife's uncle and aunt, Jayson Corson and Kerstin Corson, in a mobile home owned by Leol.

11. The closing for the purchase of the Bristol Property was held at Attorney Gallagher's office on December 19, 2016. At the closing, Attorney Gallagher presented me and my wife with the Living Arrangement Agreement, and explained to us that this document was intended to ensure that Leol had the legal right to remain in the Bristol home for as long as he could do so with relative independence, and without skilled or full-time care. This was the first time I was aware such a document was being prepared, and I had no conversations or discussions with Attorney Gallagher about this document or its preparation. I signed the document willingly and without reservation.

Date: March 15, 2019

Jacob Beck  
Jacob Beck

STATE OF MAINE  
County of LINCOLN

MARCH 15<sup>th</sup>, 2019

Then personally appeared before me the above-named Jacob Beck who made oath to the truth of the foregoing.

Amanda Bosits  
Notary public/Attorney at law

**AMANDA BOSITS**  
**NOTARY PUBLIC**  
**State of Maine**  
**My Commission Expires**  
**September 12, 2025**