

HISTORIC SALEM INC

81 Derby Street

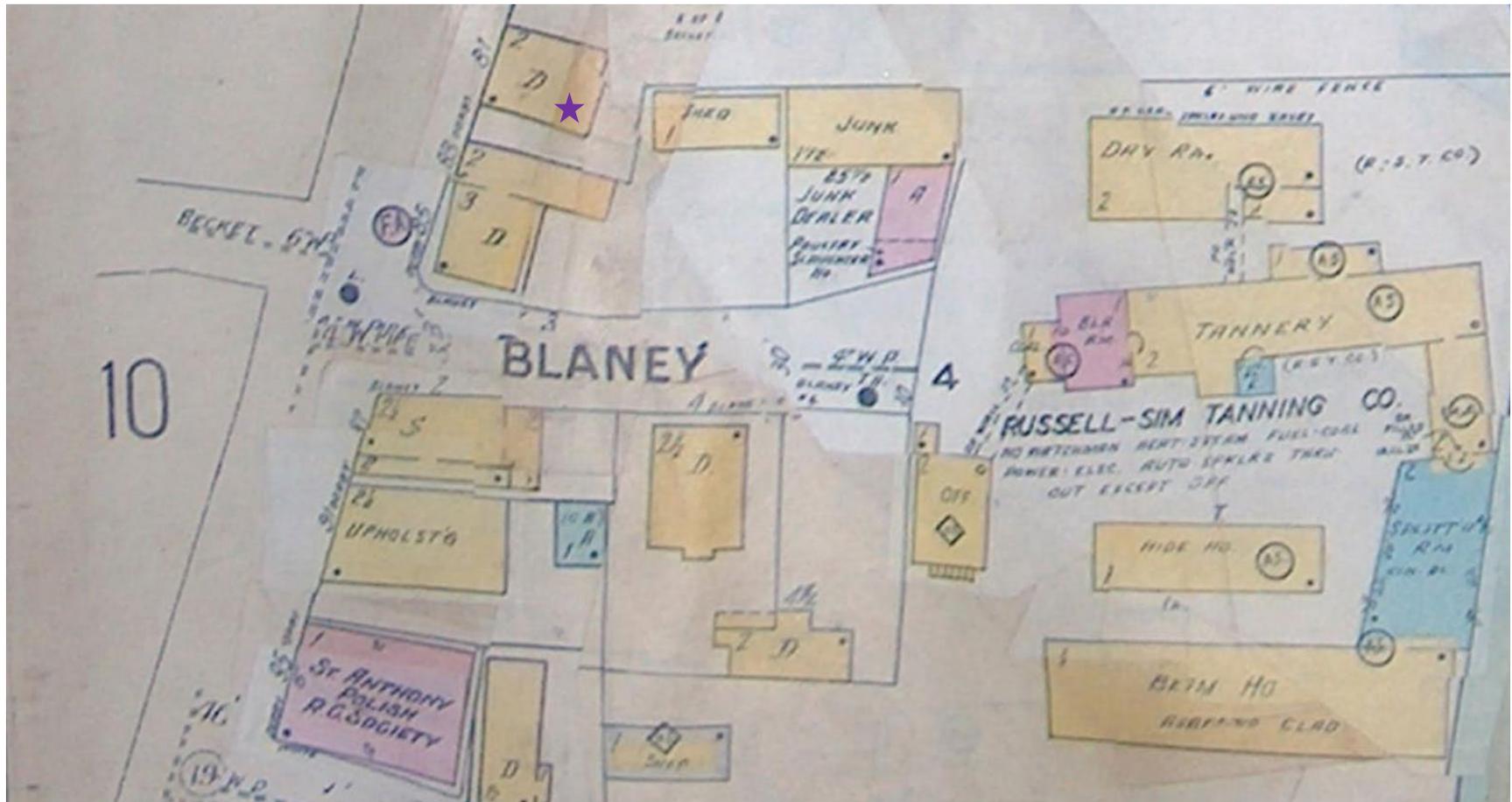
*The McNulty Family
Teamsters
Built c. 1893*

Researched and written by Jen Ratliff
September 2021

Historic Salem Inc.
The Bowditch House
9 North Street, Salem, MA 01970
(978) 745-0799 | HistoricSalem.org
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Based on available documentation, this house was built as an investment property by the McNulty Family around 1893. The house was later sold in 1910 by John J. McNulty, an ice dealer and teamster. The McNultys invested heavily in real estate and owned multiple lots on Becket Street, Derby Street, and Blaney Street, where they had their homes, icehouse, and barns. This house was originally numbered 43 ½ Derby Street, which first appears in the 1893 Salem City Directory. Derby Street was renumbered around 1894, changing the address to 81 Derby Street. According to MACRIS this home’s architecture indicates that it may have been built around 1830 and later moved to this location in the 1890s. This is plausible, as moving houses was very common during this time and the McNulty’s had previously moved a structure from Becket Street to Blaney Street.

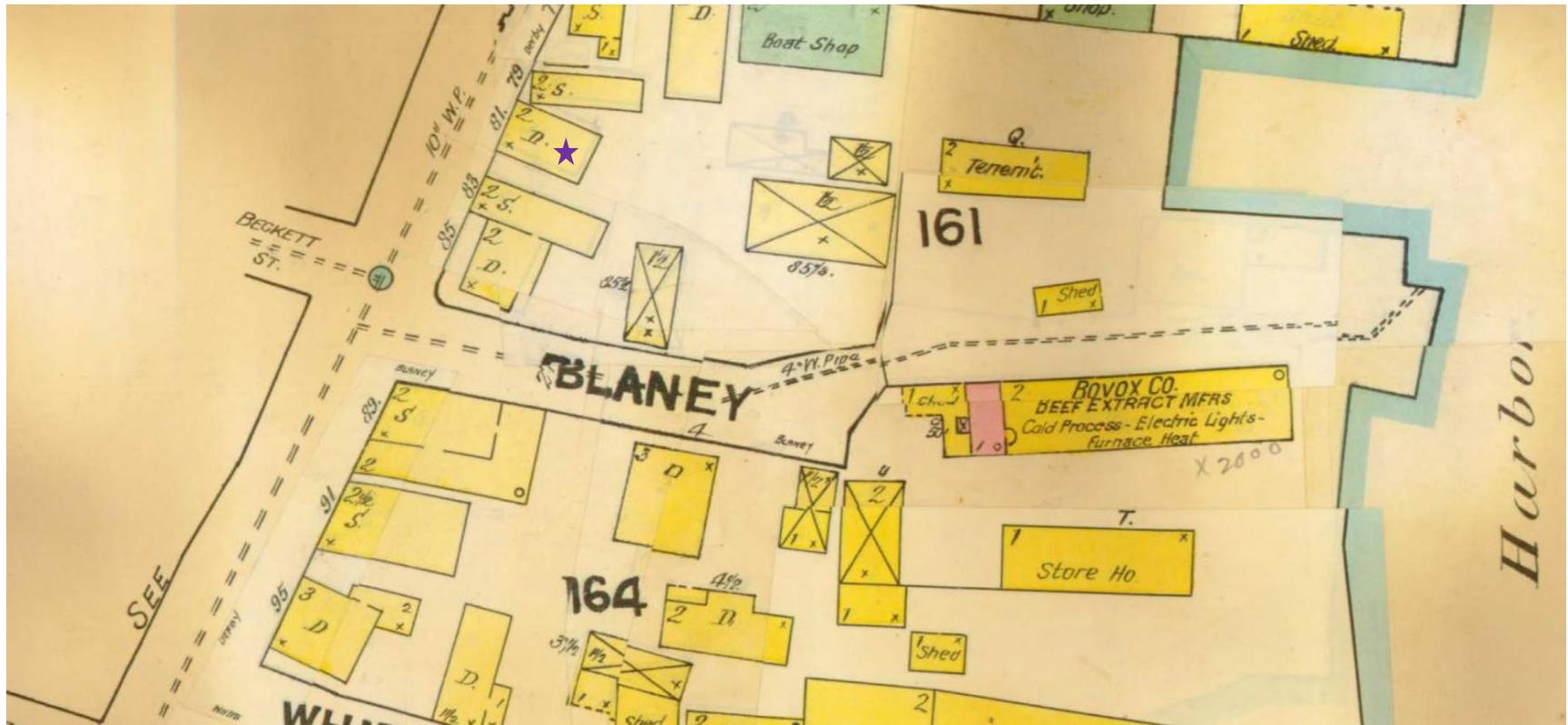
Homeowners	Date Purchased	Years of Ownership	Number of Years	Purchase Price	Documents Referenced	Notes
Margaret McNulty Michael McNulty	October 15, 1883	1883-1897	14	\$260.42 \$2864.88	1117:284 985:170	These plots encompass present day 81, 83, 85 Derby Street and 5 Blaney Street Divided among Michael, James, and John McNulty after the death of their father, Michael McNulty in 1882 by their mother, Margaret.
John J. McNulty	June 2, 1897	1897-1910	13	\$1.00	1513:367	John J. McNulty lists the date of this deed number as June 1, 1894, but no such deed was found.
Ignacy Majechalski Anna Majechalski	October 20, 1910	1910-1951	41	\$1,000	2045:95	Probate: 232045 Executors: Gertrude Leonard, Edward Majechalski, and Jane Connolly
Mary Duda Alphonse A. Duda Eugene Duda	June 1, 1951	1951-1968	17	\$5,850	3821:599	Parcel E Mary Duda (Probate: 295014) January 1, 1968 Subdivided from 83-85 Derby Street
Bronislawa Kapitaniuk Jean Pierre Draczuk	July 2, 1968	1968-1984	16	\$8,000	5551:540	
Bronislawa Kapitaniuk Katherine K. Pazura	May 2, 1984	1984-2017	33	“Nominal”	7395:182	Rights to Sewage: 2045:95
Charles Hope Companies	July 11, 2017	2017	1	Undisclosed	36015:174	Master Deed for Condo Association: 36015:236
Raquel L. Frisch Jonathan M. Frisch	July 26, 2017	2017-2021+	4+	\$322,240 (#1) \$440,020 (#2)	36048:421 36048:363	



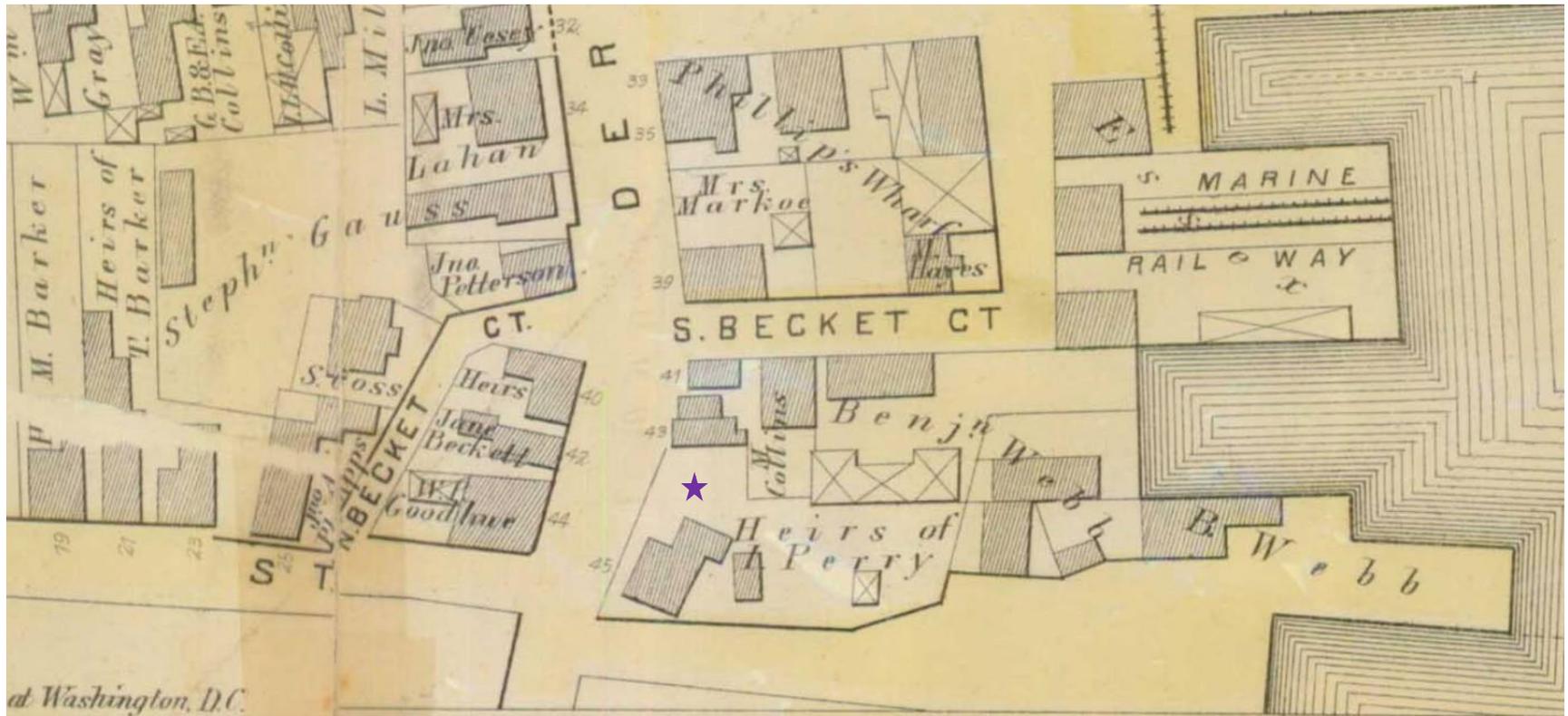
Salem Atlas, 1906-1938 (Plate 12)
Southern Essex District Registry of Deeds



Salem Atlas, 1897 (Plate 4)
Southern Essex District Registry of Deeds



Salem Atlas, 1890-1903 (Plate 11)
Southern Essex District Registry of Deeds



Salem Atlas, 1874 (Plate B)
Southern Essex District Registry of Deeds

M. McNULTY,

Teaming, Jobbing & General Transportation.

Gravel for Garden Walks, and Loam.

BALLAST FURNISHED VESSELS AT SHORT NOTICE.

Office 45 Derby St., Head of Phillips Whf. Residence, 22 Becket St.

SALEM, MASS.

Salem City Directory, 1884

Page 659

— — *Becket ave. crosses.*
 41 Vacant
 40 Patrick Mahoney
 John Donahue
 43 J. B. Osborn, variety
 store
 42 Edward C. Becket
 44 Vacant
 — *Becket st. ends.*
 45 Michael McNulty,
 teamster
 Mrs. H. M. Brennan
 Dennis B. Shea
 — *Blaney st. begins.*

Salem City Directory, 1890

Page 103

— — *Becket ave. crosses.*
 41 Kieran Dunn
 40 Cornelius Cronan
 Wm. H. Barnard
 43 J. B. Osborn, variety
 store
 43½ ★ Samuel Ambrose
 Samuel Ball
 42 Mrs. L. C. Burnham
 44 Vacant
 — *Becket st. ends.*
 45 Michael McNulty,
 teamster
 Mrs. H. M. Brennan
 Dennis B. Shea
 — *Blaney st. begins.*

Salem City Directory, 1893

Page 103

— — *Becket ave. crosses.*
 77 William J. O'Connor
 79 J. B. Osborn, variety
 store
 81 ★ Samuel Ball
 78 Mrs. L. C. Burnham
 82 Same as 29 Becket
 — *Becket st. ends.*
 85 Michael McNulty,
 teamster
 Mrs. H. M. Brennan
 Patrick Ahern
 — *Blaney st. begins.*

Salem City Directory, 1895

Page 112

J. J. McNULTY,

DEALER IN

WENHAM LAKE ICE.

at **WHOLESALE and RETAIL.**

Yachts and Fishing Vessels supplied at Short Notice.

Office, No. 45 Derby St., Salem.

Head of Phillips' Wharf.

M. McNULTY,

Teaming, Jobbing,

—AND—

GENERAL TRANSPORTATION.

Gravel for Garden Walks, and Loam.

Ballast furnished Vessels at Short Notice.

OFFICE 45 DERBY STREET, SALEM.

Head of Phillips' Wharf.

Unofficial Property Record Card - Salem, MA

General Property Data

Parcel ID	41-0275-801	Account Number	0
Prior Parcel ID	11 --	Property Location	81 DERBY STREET
Property Owner	FRISCH JONATHAN M FRISCH RAQUEL L	Property Use	Condo
Mailing Address	68 DERBY STREET	Most Recent Sale Date	4/24/2020
City	SALEM	Legal Reference	38451-32
Mailing State	MA	Zip	01970
ParcelZoning	R2	Grantor	RAQUEL L FRISCH TRUST AGREEMEN,2015
		Sale Price	0
		Land Area	0.040 acres

Current Property Assessment

Card 1 Value	Building Value	304,700	Xtra Features Value	0	Land Value	0	Total Value	304,700
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Building Description

Building Style	Condo Garden	Foundation Type	Brick/Stone	Flooring Type	Hardwood
# of Living Units	1	Frame Type	Wood	Basement Floor	Concrete
Year Built	1880	Roof Structure	Gable	Heating Type	Forced H/Air
Building Grade	Average (+)	Roof Cover	Asphalt Shgl	Heating Fuel	Gas
Building Condition	Good-VG	Siding	Clapboard	Air Conditioning	100%
Finished Area (SF)	669	Interior Walls	Drywall	# of Bsmt Garages	0
Number Rooms	4	# of Bedrooms	2	# of Full Baths	1
# of 3/4 Baths	0	# of 1/2 Baths	0	# of Other Fixtures	1

Legal Description

Narrative Description of Property

This property contains 0.040 acres of land mainly classified as Condo with a(n) Condo Garden style building, built about 1880 , having Clapboard exterior and Asphalt Shgl roof cover, with 1 unit(s), 4 room(s), 2 bedroom(s), 1 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

Massachusetts Cultural Resource Information System

Scanned Record Cover Page

Inventory No:	SAL.3397
Historic Name:	Najechalski, Ignacy House
Common Name:	
Address:	81 Derby St
City/Town:	Salem
Village/Neighborhood:	Derby Street
Local No:	41-275
Year Constructed:	c 1890
Architect(s):	
Architectural Style(s):	No style
Use(s):	Multiple Family Dwelling House; Single Family Dwelling House
Significance:	Architecture
Area(s):	SAL.HN: Derby Waterfront Historic District SAL.HO: Derby Street Local Historic District
Designation(s):	Local Historic District (12/17/1974); Nat'l Register District (05/17/1976)
Building Materials(s):	Roof: Asphalt Shingle Wall: Wood; Wood Clapboard Foundation: Brick; Concrete Unspecified



The Massachusetts Historical Commission (MHC) has converted this paper record to digital format as part of ongoing projects to scan records of the Inventory of Historic Assets of the Commonwealth and National Register of Historic Places nominations for Massachusetts. Efforts are ongoing and not all inventory or National Register records related to this resource may be available in digital format at this time.

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Commonwealth of Massachusetts
Massachusetts Historical Commission
220 Morrissey Boulevard, Boston, Massachusetts 02125
www.sec.state.ma.us/mhc

This file was accessed on: Monday, August 2, 2021 at 4:37: PM

SAL 3397

FORM B - BUILDING

Assessor's
Number

41/275

USGS Quad

Salem

Area(s)

HO

Form Number

3397

Massachusetts Historical Commission
80 Boylston Street
Boston, Massachusetts 02116

HN

MARCH 22, 1995



Town Salem
Place (neighborhood or village) Derby Street

Address 81 Derby Street

Historic Name

Present Residential

Original "

Date of Construction c. 1890

See Bibliography*

Form Side-gable, Center-entry
Vernacular

Architect/Builder

Exterior Material:

Foundation Brick

Wall/Trim Vinyl Siding

Roof Asphalt Shingles

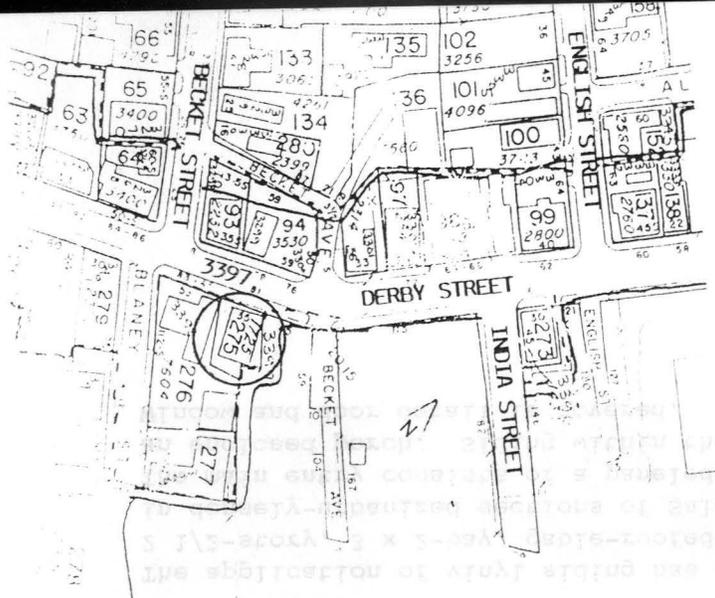
Outbuildings/Secondary Structures

Major Alterations (with dates)

Condition Fair

Moved ? no ___ yes Date c. 1890

Acreage 1,725 SF



Recorded by: Dianne L. Siergiej

Organization: Commonwealth Collaborative

Date: June 1995

Setting Located in a densely-settled, mixed-use neighborhood near the tank farm of the New England Power Company on the built up shore of Salem Harbor.

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SEP 29 1995

MASS. HIST. COMM.

SAL 3397

BUILDING FORM

81 Derby Street

ARCHITECTURAL DESCRIPTION See continuation sheet.

Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.

The application of vinyl siding has obscured nearly all detail on this 2 1/2-story, 3 x 2-bay, gable-roofed, center-entry dwelling. Like many houses in densely-urbanized sections of Salem, it is set perpendicular to the street. The main entry consists of a paneled, 9-light, cottage door sheltered within an enclosed porch. Siding within the porch has been replaced by paneling. Window and door detail is covered.

HISTORICAL NARRATIVE X See continuation sheet.

Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building and the role(s) the owners/occupants played within the community.

No title research has been performed on this property. Although an earlier Form B on file dates 81 Derby Street dates this house based on "observation" to c. 1830 as Federal, local maps, directories and its high, concrete foundation suggest it was built or moved here c. 1890. The owner was Michael McNulty, a teamster who also owned the adjacent property at 83-85 Derby Street from which this lot was subsequently subdivided in 1951.

This house is not shown on the 1890 Sanborn map of Salem, but local directories indicate William Hyde, an iron molder at the Salem Foundry and Machine Shop, moved here from 12 Peabody Street between 1887 and 1888. Early occupants, regularly two families, changed frequently and consisted largely of Irish, working-class residents until c. 1915 when tenancy changed to workers with Polish surnames. In 1910, Annie and Ignacy Najechalski, a baker, who lived and worked at 7 Daniels Street, likely acquired this house when they purchased the property next door at 83-85 Derby Street (see Form No. 3398). Beginning c. 1920, Annie and Ignacy Najechalski lived here with several other family members, likely their sons, Edward, a sheet metal worker, and Stanley, a laborer and roofer, from c. 1920 to c. 1945. During the major part of that time, between c. 1926 and 1945, members of the family of Adam Maskiewicz, a shoe worker, were tenants.

BIBLIOGRAPHY and/or REFERENCES X See continuation sheet.

 Recommended for listing in the National Register of Historic Places;
If checked, see attached National Register Criteria Statement form.

SAL.3397

INVENTORY FORM CONTINUATION SHEET

Salem
81 Derby Street

Area HO Form No. 3397

BIBLIOGRAPHY and/or REFERENCES

- Beers, D. G. & Company, Atlas of Essex County, Massachusetts, 1872.
Hopkins, G. M. & Co., Atlas of Salem, Massachusetts, 1874.
McIntyre, Henry C. E., Map of the City of Salem, Mass, 1851.
Richards, L. J., Atlas of the City of Salem, Massachusetts...., 1897.
Salem Directories, 1836, 1842, 1846, 1850, 1851, 1855, 1857, 1859, 1861, 1864, 1866, 1869, 1876, 1878, 1881, 1884, 1886, 1886-87, 1888-89, 1890-91, 1893-94, 1895-96, 1899-1900, 1903-04, 1904, 1905, 1910, 1915, 1920, 1926, 1929, 1930, 1931, 1932, 1935, 1940 and 1945.
*Sanborn Map Company. Sanborn Fire Insurance Maps of Salem, Massachusetts, 1890. New York: Sanborn Map Co., 1890.
*_____. Sanborn Fire Insurance Map of Salem, Massachusetts, 1906. New York: Sanborn Map Co., 1906.
_____. Sanborn Fire Insurance Maps of Salem, Massachusetts 1906 corrected to 1956. New York: Sanborn Map Co., 1957.
Walker Lithograph and Publishing Company, Atlas of the City of Salem, Massachusetts, 1911.

INVENTORY FORM CONTINUATION SHEET
MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

SALEM

81 DERBY ST

Area(s) Form No.

SAL.HN, SAL.HO

SAL.3397

Supplemental photograph by Patti Kelleher, Salem Department of Planning & Community Development, January 2017



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JUN 20 2017
MASS. HIST. COMM.



SAM
 WEDS
 LHD
 Derby PHD SAL 3397
 BLOCK 4
 Lot 275
 6-33

2. Town Salem, Mass Place-DS

Street address 81 Derby St.

Name _____

Use: original & present Residence

Present owner Bronislawa Kapitaniuk

Open to public _____

Date Circa 1830 Style Federal

Source of date observation

Architect _____

OR part of Area # _____

3. CONDITION Excellent Good Fair Deteriorated Moved Altered Added _____

4. DESCRIPTION

FOUNDATION/BASEMENT: High Regular Low Material cement

WALL COVER: Wood Shingles Brick Stone Other _____

ROOF: Ridge Gambrel Flat Hip Mansard
 Tower Cupola Dormer windows Balustrade Grillwork _____

CHIMNEYS: 1 2 3 4 Center End Interior Irregular Cluster Elaborate

STORIES: 1 2 3 4 ATTACHMENTS: Wings Ell Shed _____

PORCHES: 1 2 3 4 _____ PORTICO _____ Balcony

FACADE: Gable end: Front/side Ornament _____

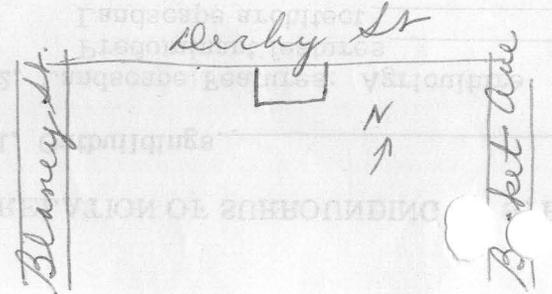
Entrance: Side Front: Center/Side Details: _____

Windows: Spacing: Regular/Irregular Identical/Varied 2/2

Corners: Plain Pilasters Quoins Cornerboards _____

5. Indicate location of building in relation to nearest cross streets and other buildings

6. Footage of structure from street 0
 Property has 25 feet frontage on street



Recorder D Jordan

For SAC

Photo # _____ Date 6/73

SEE REVERSE SIDE

34 in her presence, and in the presence of each other, subscribe our names.

Lewis Prescott, Jr. Nellie M^cCarthy,
John C. S. Mahoney.

A true record,
Attest: J. V. Mahoney, Register.

I, Michael M^c Nulty of Salem, in the County of Essex and Commonwealth of Massachusetts, being of sound and disposing mind and memory, do make this my last will and testament, hereby expressly revoking any former will by me at any time heretofore made.

First. Give to my beloved wife, Margaret M^c Nulty, the use, income and improvement of all of my estate, real and personal, during her natural life.

Second At the death of my said wife, Give and devise to my son, Michael M^c Nulty, the house numbered twenty-two on Becket Street, so-called, in said Salem; with the land under the same; Give to my son, John M^c Nulty, the house numbered (22 1/2) twenty-two and one half, in the rear of Becket Street, with the land under the same; I also give and devise to my said sons, Michael and John, all of the remaining land on said Becket Street; to hold to them and their heirs and assigns forever, as tenants in common.

Third. At the death of my said wife, Give and devise to my son James M^c Nulty, the real estate on the corner of Derby and Blaney Streets, in said Salem, and numbered forty five on said Derby Street; and being designated as "Lot No 1", on the plan hereto annexed, and which plan is made a part of this my last will and testament; to have and to hold to him, and his heirs and assigns forever.

Fourth. At the death of my said wife, Give and devise to my said son, John M^c Nulty, the lot of land on Blaney Street, so-called, in said Salem, with the "Ice House" thereon, and being designated as "Lot No 2" on the plan hereto annexed, and which plan is made a part of this my last will and testament; and bounded westerly on said Blaney Street, thirty four feet; northerly on "Lot No 1" on said plan; southerly on "Lot No 3" on

35 said plan, sixty eight (68) feet, and easterly on land now or late of Martin Collins and of Perry, thirty-four (34) feet, to have and to hold to him, and his heirs and assigns forever.

Fifth. At the death of my said wife, Give and devise to my said sons, Michael, James and John, the lot of land on said Blaney Street, with the barn thereon, and being designated as "Lot No 3", on the plan hereto annexed, and which plan is made a part of this my last will and testament, and bounded westerly on said Blaney Street, forty nine and three tenths feet (49 3/10 ft.); easterly on land now or late of Perry and of Powell, fifty four and seven tenths feet (54 7/10 ft.); northerly on "Lot No 2" on said plan, sixty eight feet, and southerly on land of Powell, fifty-five and nine tenths feet (55 9/10 ft.) to have and to hold as joint tenants, and not as tenants in common.

Sixth. All the rest, residue and remainder of my property, real, personal or mixed, I give, devise and bequeath, to my three sons Michael, James and John, to be equally divided between them, to them and their heirs and assigns forever.

I nominate and appoint my said wife, Margaret M^c Nulty, to be the executrix of this my last will and testament, and request that she may be exempt from furnishing a surety or sureties on her probate bond.

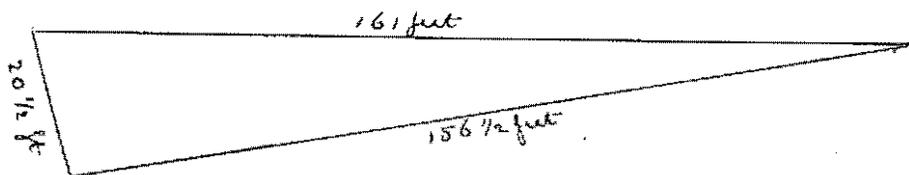
In witness of all of which I, the said Michael M^c Nulty, to this my last will and testament, have hereunto set my hand and seal, and also have set my hand and seal to the plan hereto annexed, this nineteenth day of May, A. D. 1892.

Michael M^c Nulty, (read)
Witness to mark, Wm. F. M. Collins, ^{marks.}

Signed, sealed, published and declared by the said Michael M^c Nulty, the testator, as and for his last will and testament, in presence of us, who at his request and in his presence and in the presence of each other, have hereto subscribed our names as witnesses,

Wm. F. M. Collins, Forrest L. Evans,
Richard E. Hines.

A true record,
Attest: J. V. Mahoney, Register.



with written over
 measure in 21 & the
 interlined in 41 & line
~~Shelbourn~~
 Ref.

Containing fifteen hundred and fifty four feet. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said John McDonald and his heirs and assigns, to their own use and behoof forever. And we do hereby for ourselves and our heirs, executors and administrators, covenant with the said grantee and his heirs and assigns that we are lawfully seized in fee simple of the granted premises, that they are free from all incumbrances, that we have good right to sell and convey the same as aforesaid; and that we will and our heirs, executors and administrators shall warrant and defend the same to the said grantee and his heirs and assigns forever, against the lawful claims and demands of all persons. And for the consideration aforesaid Mary wife of said George and Frances A. wife of said John P., do hereby release unto the said grantee and his heirs and assigns all right of or to both dower and homestead in the granted premises. In Witness Whereof

We the said George Lovejoy and John P. Gilman with Mary wife of said George, and Frances A. wife of said John P., have hereunto set our hands and seals this eighth day of October in the year one thousand eight hundred and eighty three.

Signed sealed and delivered in presence of Millie F. Carter Henry H. Gilman. } Geo. Lovejoy seal
 John P. Gilman seal
 Mary Lovejoy seal
 Frances A. Gilman seal
 Commonwealth of Massachusetts.

Attest: Essex Co. Oct. 11th. 1883. Then personally appeared the above named John P. Gilman and acknowledged the foregoing instrument to be his free act and deed before me, Francis H. Pearl Justice of the Peace
 Essex Co. Rec. Oct 15, 1883. 9 o'clock a.m. Rec. by [Signature] ~~Shelbourn~~ Ref.

I know all men by these presents, that whereas I William G. Jelly of Salem in the Commonwealth of Massachusetts, as Guardian of Marion H. Jelly minor and child of Elizabeth M. Jelly late of Salem, by virtue of a license granted to me on the tenth day of September last by the Probate Court for the County of Essex in said Commonwealth, sold the real estate of said minor hereinafter described, at public auction, on the twenty seventh day of September - to Margaret M. Nutty

W. H. Jelly
 to Gdn
 M. M. Nutty

for the sum of two hundred and sixty and $\frac{4}{100}$ dollars which amount was bid by the said Margaret M^c Nulty and was the highest bid made therefor at said auction. Now therefore, in consideration of the said sum of two hundred and sixty and $\frac{4}{100}$ dollars to me paid by the said Margaret M^c Nulty, the receipt whereof is hereby acknowledged I do as guardian as aforesaid, and by virtue of the aforesaid license, hereby grant, bargain, sell and convey, unto the said M^c Nulty, one undivided twelfth part of a certain parcel of land with all the buildings thereon situated on Derby street in said Salem and numbered 120 on said street, bounded and described as follows, viz. Beginning at the southwestly corner thereof thence running Northwesterly by land of Ward and land now or formerly of Forrester about three hundred and thirty seven feet to a way leading to Essex street, then running easterly fifty two feet by said way and land of Hodges, then running southerly by land now or late of Mead, Beckford and Brown ninety one feet, then running easterly about sixteen feet, then running southerly by land now or late of Havard and Felt about two hundred and forty two feet to Derby street, then running Westerly by Derby street sixty six feet to the point begun at; all these measurements being more or less, and as the facts now stand, being the same premises conveyed to Elizabeth Hodges by James A. Farless et al. by deed recorded in Essex Registry of Deeds So. Dist. Book 711 Leaf 175. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Margaret M^c Nulty and her heirs and assigns, to their own use and behoof forever. And I hereby covenant with the grantee and her heirs and assigns, that I am the duly appointed and legal guardian of the said minor; that the license aforesaid was granted by a court of competent jurisdiction; that I gave a bond to account for and dispose of the proceeds of said sale according to law, which bond was approved by the Judge of said Probate Court, that the notice of the time and place of said sale was given according to the order of said Court, and that the said premises were sold accordingly at public auction as above set forth. In Witness Whereof I hereunto set my hand and seal this eighth day of October in the year one thousand eight hundred and eighty three.

Signed and sealed
in presence of
Charles Odell.

William H. Jelly }
Guardian of } seal
Marion B. Jelly }

Commonwealth of Massachusetts, Essex co. October 8. 1883. Then personally appeared the above named William H. Jelly and acknowledged the foregoing instrument to be his free act and deed

before me, Charles Odell Justice of the Peace.
Essex co. Rec. Oct. 15. 1883. 20m. past p.m. Rec. by ~~Charles Odell~~ Shas. Osborn, J.P.

I know all men by these presents, that we, Margaret C. Hanson, Sarah E. Hodges, Gamaliel Hodges, Clara H. Jelly, and William M. Jelly, all of Salem in the County of Essex, and Commonwealth of Massachusetts, in consideration of twenty eight hundred sixty four and $\frac{58}{100}$ dollars paid by Margaret M^cNulty of said Salem, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Margaret M^cNulty eleven undivided twelfths of a certain parcel of land with all the buildings thereon, situated on Derby street in said Salem and numbered 120 on said street, bounded and described as follows, viz. Beginning at the southwest corner thereof, thence running northerly by land of Ward and land now or formerly of Forrester about three hundred and thirty seven feet to a way leading to Essex street, thence running easterly fifty two feet by said way and land of Hodges, thence running southerly by land now or late of Mead, Buckford and Brown, ninety one feet, thence running easterly about sixteen feet, thence running southerly by land now or late of Baraden and Belt about two hundred and forty two feet to Derby street, thence running westerly by Derby street sixty six feet to the point begun at; all these measurements being more or less and all the fences now stand; being the same premises conveyed to Elizabeth Hodges by James A. Farlee et al. by deed recorded in Essex Registry of Deeds So. Dist Book 711 leaf 175. To have and to hold the granted premises, with all the privilege and appurtenances thereto belonging, to the said Margaret M^cNulty and her heirs and assigns, to their own use and behoof forever. And we do hereby for ourselves and our heirs, executors and administrators covenant with the said grantee and her heirs and assigns that we are lawfully seized in fee simple of the granted premises, that they are free from all incumbrances, that we have good right to sell and convey the same as aforesaid; and that we will and our heirs, executors and administrators shall warrant and defend the same to the said grantee and her heirs and assigns forever,

G. Hodges et al.
vs
M. M^cNulty

"Hogely" written over
 clause in 14th &
 seven words inter-
 lined in 17th line
 Charles Wood Ref.

against the lawful claims and demands of all persons.
 And for the consideration aforesaid I, Lydia M. Hodger wife
 of Gamaliel Hodger, do hereby release unto the said grantee
 and her heirs and assigns all right of or to both, down and
 homestead in the granted premises. In Witness Whereof
 we the said Margaret C. Hanson, Sarah E. Hodger, Gamaliel
 Hodger, Clara H. Jelly and William M. Jelly - Lydia M. Hodger
 hereunto set our hand and seal - this eighth day of October
 in the year one thousand eight hundred and eighty three

Signed sealed and delivered	Margaret C. Hanson	seal
in presence of	Sarah Ellen Hodger	seal
Elizabeth H. Hanson to M. C. H.	Gamaliel Hodger	seal
Joseph W. Batchelder to S. E. H.	Lydia M. Hodger	seal
William H. Jelly to G. H. J. & W. M. J.	Clara H. Jelly	seal
William H. Jelly to G. H. J. & W. M. J.	William M. Jelly	seal

Commonwealth of Massachusetts. Exec. ss. October 10th. 1883. Then
 named Gamaliel Hodger, and acknowledged the foregoing
 personally appeared the above instrument to be his free act
 and deed, before me, Charles Odell Justice of the Peace.

Exec. ss. Dec. 15. 1883. 20m part of am. Rec. by ~~Charles Wood~~ Ref.

M. E. Foss
 to
 W. Trask.

Assignment
 Oct. 11 25 of 27
 Release
 B. 1586 P. 27

Know all men by these presents, that I, Mary E. Foss
 of Peabody in the County of Essex and Commonwealth of Mas-
 sachusetts, in consideration of one hundred and fifty ⁷⁴/₁₀₀ dol-
 lars to me paid by Warren Trask of said Peabody, the receipt
 whereof is hereby acknowledged, do hereby give, grant, bar-
 gain, sell and convey unto the said Warren Trask all my
 right, title and interest in and to a certain parcel of land
 situated on Bowell street in said Peabody and bounded as
 follows. Northerly by said Bowell street, easterly by land of
 Harriet M. Symonds, southerly by land of said Symonds and
 others, and westerly by land of Spenser. Being the premises
 devised by my father Eleazer Gould (by his will admitted to
 Probate in Aug. 1874) to me and others in remainder, said will
 being filed with the Registry of Probate for said County. Said
 premises being subject to all the right of the tenant for life
 To have and to hold the granted premises, with all the
 privilege and appurtenances thereto belonging to the said
 Warren Trask and his heirs and assigns to their own use
 and behoof forever. And I hereby for myself and my heirs exe-
 cutors and administrators, covenant with the grantee and his
 heirs and assigns, that I am the lawful owner in fee simple
 of the granted premises, that they are free from all incum-

administrators covenant with the grantee and his heirs and assigns, that I am lawfully seized in fee simple of the granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same as aforesaid, and that I will and my heirs, executors and administrators shall warrant and defend the same to the grantee and his heirs and assigns forever, against the lawful claims and demands of all persons. In witness whereof I, the said Margaret McNulty, widow hereunto set my hand and seal this first day of June, in the year one thousand eight hundred and ninety-seven.

Signed, sealed and delivered, in presence of } Margaret ^{Per} X _{mark} McNulty. Seal
 Wm. F. m. Collins. } Commonwealth of Massachusetts.
 Essex s.s. June 2^d, 1897. Then personally appeared the above named Margaret McNulty and acknowledged the foregoing instrument to be her free act and deed.

Before me, Wm. F. m. Collins. Justice of the Peace
 Essex s.s. Rec^d June 2^d 1897. 50 m. past 10 a. m. Rec. & exp. **Robt W. Wood**
 ant Reg^y

Know all men by these presents, that I, Margaret McNulty, widow of Salem, in the County of Essex, and Commonwealth of Massachusetts, in consideration of One Dollar and other valuable considerations paid by Michael S. McNulty, of said Salem, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Michael S. McNulty, the real estate situated in said Salem, bounded southerly on Derby Street about fifty feet, westerly on Blodges Court, so called, one hundred and sixty seven and four tenths feet, northerly on land this day conveyed to my son, John G. McNulty, about fifty feet, and easterly on land this day conveyed to my son James F. McNulty and by land of other owners one hundred and sixty four feet. Together with a right of way in said Blodges Court, so called, in common with other abutters on said Court. Being a part of the premises conveyed to me by deeds recorded in Essex South District Registry of Deeds, Book 1117, Seal 284 and 285. Also the real estate numbered 85 on Derby Street, corner of Blaney Street, in said Salem, and bounded as follows: Beginning on the southerly line of Derby

Street at a point 52 ft 8 in. easterly from the intersection of the easterly line of Blaney Street and the southerly line of Derby Street, and thence running southerly, fifty-one feet, nine inches, thence easterly twenty-six feet, three inches to land of Collins, thence southerly by land of Collins, Perry, and Rowell, about one hundred and two feet, thence westerly by land of Rowell, fifty-five feet, nine inches to Blaney Street, thence northwesterly by Blaney Street, one hundred and sixty-one feet, eight inches to Derby Street, thence easterly by Derby Street, fifty-two feet, eight inches to point begun at. Being part of premises described in deed from Richard Norton et ux, to Michael McNulty dated Oct. 10, 1877, recorded in said Registry Book 985 Leaf 170. Also one undivided third part of the real estate on Becket Street, in Salem, bounded easterly by Becket Street, fifty-five feet, northerly by land now or late of Beaver, 78 feet, westerly by land now or late of John Hayes, fifty-four feet, and southerly by land now or late of Waters and Trask, seventy-eight feet. Being same premises conveyed by Squire Cove et al to McNulty by deed, recorded in said Registry, Book 605, Leaf 112. **I Do Have and Do Hold** the granted premises with all the privileges and appurtenances thereto belonging, to the said Michael McNulty, and his heirs and assigns, to their own use and behoof forever. And I hereby for myself, and my heirs, executors and administrators covenant with the grantee and his heirs and assigns, that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same as aforesaid, and that I will and my heirs, executors and administrators shall warrant and defend the same to the grantee and his heirs and assigns forever, against the lawful claims and demands of all persons. **In Witness Whereof** I, the said Margaret McNulty, widow, hereunto set my hand and seal this first day of June in the year one thousand eight hundred and ninety-seven.

Signed, sealed and delivered, in presence of,
Wm. F. M. Collins.

Margaret ^{her} x ^{mark} McNulty. Seal.
Commonwealth of Massachusetts.
Witness. S. June 25, 1897. Then personally appeared the above named Margaret McNulty and acknowledged the foregoing instrument to be

her free act and deed,

Before me, Wm. F. M. Collins, Justice of the Peace.

Essex S. S. Rec. June 2nd 1897. 50 m. East 10 a. m. Rec. & Es. by **Robt W. Degood**
Asst Reg^r

Know all men by these presents, that J. Max. M. McNulty
 of Salem, in the County of Essex and Com-
 monwealth of Massachusetts, in consideration of One Dollar
 and other valuable consideration paid by John G. Mc-
 Nulty of said Salem, the receipt whereof is hereby acknow-
 ledged, do hereby give, grant, bargain, sell and convey unto
 the said John G. McNulty, a parcel of land with the three
 dwelling houses thereon, situate in said Salem, and bounded
 westerly on Sledge Court, so called, one hundred and seventy
 two feet, northerly by land now or late of DeFavour, thirty
 six feet, easterly by land of Meade, Beckford and Brown, nine-
 ty one feet, northerly sixteen feet, two inches, easterly on
 land of Harrington, seventy nine feet three inches, and
 southerly on land this day conveyed to Michael S. Mc-
 Nulty fifty feet. Together with a right of way in said
 Sledge Court, so called, in common with other abutters on
 said Court. Being a part of the premises conveyed to me
 by deed recorded in Essex South District Registry of Deeds
 Book 1117, Folio 284 and 285. Also the lot of land with
 the building thereon situated in said Salem, bounded
 beginning on the southerly line of Derby Street at a
 point fifty two feet eight inches easterly from the in-
 tersection of the easterly line of Blaney Street with said
 southerly line of Derby Street, thence running easterly by
 said Derby Street, thirty four feet to land now or late of
 Collins, thence southeasterly thirty eight feet five inches,
 thence westerly sixteen feet, thence southeasterly seven feet
 to land this day conveyed to Michael S. McNulty, thence
 westerly by land conveyed to said Michael S. twenty six
 feet three inches, thence northerly fifty one feet, nine
 inches to Derby Street and point begun at. Being part of
 premises described in deed from Richard Norton et ux to
 Michael McNulty dated Oct. 10, 1877, recorded in said Re-
 gistry Book 985, Leaf 170. Also one undivided third part of
 the real estate on Becket Street in said Salem, bounded
 easterly by Becket Street, fifty five feet, northerly by land
 now or late of Beaver, seventy eight feet, westerly by land now
 or late of John Hayes, fifty four, and southerly by land now

or late of waters and tracks, seventy eight feet. Being same premises conveyed by Squire Love et al to Michael McNulty by deed recorded Book 605, leaf 112. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said John G. McNulty and his heirs and assigns, to their own use and behoof forever. And I hereby, for myself, and my heirs, executors and administrators covenant with the grantee and his heirs and assigns, that I am lawfully seized in fee simple of the granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same as aforesaid, and that I will, and my heirs, executors and administrators shall warrant and defend the same to the grantee and his heirs and assigns forever, against the lawful claims and demands of all persons.

Witness whereof I, the said Margaret McNulty, widow, hereunto set my hand and seal this first day of June, in the year one thousand eight hundred and ninety seven.

Signed, sealed and delivered, in presence of } Margaret ^{her} McNulty Seal
 Wm. F. M. Collins. } ^{make} Commonwealth of Massachusetts
 Essex ss. June 2^d 1897. I then personally

appeared the above named Margaret McNulty and acknowledged the foregoing instrument to be her free act and deed, before me.

Wm. F. M. Collins Justice of the Peace.

Essex ss. Rec^d June 2nd 1897. 50 m. past 10 a. m. Rec^d by **Robt W. DeGood** Asst Reg^{ry}

Es. ss. Barleton
 to
 W. Dyer.

See
 B. 1526 P. 491

Now all men by these presents, that I George B. Barleton of Slaverhill, in the County of Essex and Commonwealth of Massachusetts, in the Commonwealth of Massachusetts, I trustee under the last will of Mary Barleton, late of Slaverhill, in the County of Essex, and Commonwealth aforesaid, deceased, which will was duly proved and allowed by the Probate Court, for said County on December 17th 1894, do by virtue and in execution of the power to me given in and by said will and of every other power and authority me hereto enabling, and in consideration of the sum of One Dollar and other valuable considerations to me paid by William Dyer, of said Slaverhill, the receipt whereof is hereby acknowledged, hereby grant bargain, sell and convey unto the said William Dyer, a certain parcel of land in said Slaverhill on a private way called Sagamore Street, and bounded as

running southerly on Budge Street to the point begun at, containing about one acre. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Alice G. Russell and her heirs and assigns, to their own use and behoof forever. And I hereby covenant with the grantee and her heirs and assigns that the notice of the time and place of said sale was given according to the order of said Probate Court, and that the said premises were sold accordingly at public auction as above set forth. In witness whereof I hereto set my hand and seal this twenty fourth day of October in the year one thousand nine hundred and ten.

Signed and sealed in presence of George J. Davis, } Josiah P. Gordon seal
 Commonwealth of }
 Massachusetts, Essex, }
 ss. October 25, 1910. Then personally appeared the above named Josiah P. Gordon and acknowledged the foregoing instrument to be his free act and deed, Before me, George J. Davis, Justice of the Peace.
 Essex, ss. Recd Nov. 8, 1910. 12 m. past 12 P. M. Recorded & Examined.

I know all men by these presents that I, John J. McNulty of Salem in the County of Essex and Commonwealth of Massachusetts, in consideration of one dollar and other valuable considerations paid by Ignacy Najechalski and Anna Najechalska, his wife, both of said Salem, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said Ignacy Najechalski and Anna Najechalska, a certain lot of land with the buildings thereon, situate in said Salem, bounded and described as follows: Beginning on the southerly line of Derby Street at a point fifty two feet eight inches Easterly from the intersection of the Easterly line of Blaney Street with the southerly line of Derby Street, thence running Easterly by said Derby Street, thirty four feet to land now or late of Collins; thence southeasterly thirty-eight feet five inches; thence westerly sixteen feet; thence southeasterly seven feet to land now or late of

J. J. McNulty
 To
 Ignacy Najechalski
 et ux.
 See V
 B. 2202 P. 177

Michael H. McNulty, thence Westerly by said land now or late of Michael H. McNulty twenty six feet three inches; thence Northerly fifty one feet nine inches to said Derby street and the point of beginning being the second described parcel of land in deed to me from Margaret McNulty, dated June 1st, 1897, recorded in Essex South District Registry of Deeds, book 1513 page 369. The above described premises are conveyed subject to the right to have at all times maintained thereon, as at present, the sewer pipes connected with houses numbered 83 and 85 Derby Street. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Ignacy Najechalska and Anna Najechalska as joint tenants and not as tenants in common and their heirs and assigns, to their own use and behoof forever. And I do hereby for myself and my heirs, executors, and administrators, covenant with the said grantees and their heirs and assigns that the granted premises are free from all incumbrances made or suffered by me except as aforesaid; and that I will and my heirs, executors, and administrators shall warrant and defend the same to the said grantees and their heirs and assigns forever against the lawful claims and demands of all persons claiming by, through, or under me, but against none other. In witness whereof I, the said John J. McNulty, being unsworned hereunto set my hand and seal this nineteenth day of October, in the year one thousand nine hundred and ten.

Signed and sealed
in presence of
J. H. Quinn.

John J. McNulty seal
Commonwealth of
Massachusetts. Essex

ss. Salem, October 19, 1910, Then personally appeared the above named John J. McNulty and acknowledged the foregoing instrument to be his free act and deed, Before me, Joseph H. Quinn, Justice of the Peace
Essex, ss. Rec'd Oct. 20, 1910. 21 m. past 11 a. m. Recorded & Examined

J. Najechalska
et ux
to

J. J. McNulty,

Know all men by these presents that I, Ignacy Najechalska and Anna Najechalska, his wife, both of Salem in the County of Essex and Common-

weaether of Massachusetts, in consideration of one thousand dollars paid by John J. McNulty of said Salem, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said John J. McNulty, a certain lot of land with the buildings thereon, situate in said Salem, bounded and described as follows: beginning on the Southerly line of Derry street at a point fifty two feet eight inches Easterly from the intersection of the Easterly line of Blaney street with the Southerly line of Derry street, thence running Easterly by said Derry street thirty four feet to land now or late of Collins; thence Southeasterly thirty eight feet five inches; thence Westerly sixteen feet; thence Southeasterly seven feet to land now or late of Michael H. McNulty; thence Westerly by said land now or late of Michael H. McNulty twenty six feet three inches; thence Northerly by said last named land fifty one feet nine inches to said Derry street and the point of beginning. Being the same premises to us conveyed by the grantee, by deed of even date, to be recorded herewith, and are conveyed subject to the right of having maintained thereon a sewer, as in said deed set forth. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said John J. McNulty and his heirs and assigns, to their own use and behoof forever. And we hereby for ourselves and our heirs, executors, and administrators, covenant with the grantee and his heirs and assigns that we are lawfully seized in fee simple of the granted premises; that they are free from all incumbrances; except as aforesaid; that we have good right to sell and convey the same as aforesaid; and that we well and our heirs, executors, and administrators shall warrant and defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons, except as aforesaid; Provided nevertheless that if we, or our heirs, executors, administrators, or assigns, shall pay unto the grantee, or his executors, administrators, or assigns,

Copy of Apr. 21, 1913.

This deed is to be recorded and discharged in the same manner as the deed of Michael H. McNulty.

John J. McNulty
 Attest: [Signature]
 Notary Public

the sum of one thousand dollars in one year from this date, with interest semi annually at the rate of five per centum per annum, and until such payment, shall pay all taxes and assessments, to whomsoever laid or assessed, whether on the granted premises or on any interest therein, or on the debt secured hereby, shall keep the buildings on said premises insured against fire, in a sum not less than one thousand dollars for the benefit of the grantee and his executors, administrators, and assigns, in such form and at such insurance offices as they shall approve, and, at least two days before the expiration of any policy on said premises, shall deliver to him or them a new and sufficient policy to take the place of the one so expiring; and shall not commit or suffer any stain or waste of the granted premises, or any breach of any covenant herein contained; then this deed, as also a note of even date herewith, signed by us whereby we promise to pay to the grantee or order the said principal sum and instalments of interest at the times aforesaid, shall be void. But upon any default in the performance or observance of the foregoing condition, the grantee, or his executors, administrators, or assigns, may sell the granted premises, or such portion thereof as may remain subject to this mortgage in case of any partial release hereof, together with all improvements that may be thereon, by public auction in said Salem, first publishing a notice of the time and place of sale once each week for three successive weeks in some one newspaper published in said Salem, the first publication of such notice to be not less than twenty one days before the day of sale and may convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple; and such sale shall forever bar us and all persons claiming under us from all right and interest in the granted premises, whether at law or in equity. And out of money arising from such sale the grantee or his representatives shall be entitled to retain all sums then secured by this deed, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by

them by reason of any default in the performance or observance of the said condition, rendering the surplus, if any, to us or our heirs or assigns; and we hereby, for ourselves and our heirs or assigns, covenant with the grantee and our heirs, executors, administrators, and assigns, that, in case a sale shall be made under the foregoing power, we or they will upon request, execute, acknowledge and deliver to the purchaser or purchasers a deed or deeds of release confirming such sale, and said grantee and his assigns are hereby appointed and constituted the attorney or attorneys irrevocable of the said grantor, to execute and deliver to the said purchaser a full transfer of all policies of insurance on the buildings upon the land covered by this mortgage, at the time of such sale. And it is agreed that the grantee, or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid, and that no other purchaser shall be answerable for the application of the purchase money; and that, until default in the performance or observance of the condition of this deed, we and our heirs and assigns may hold and enjoy the granted premises and receive the rents and profits thereof. In witness whereof we, the said Ignacy Rajchalska and Anna Rajchalska hereunto set our hands and seals this nineteenth day of October, in the year one thousand nine hundred and ten.

Signed and sealed
in the presence of
J. J. Quinn to both
Mary E. Mooney to both.

Ignacy ^{his} x Rajchalska seal
Anna ^{seal} x Rajchalska seal
Commonwealth of
Massachusetts Essex, ss.

Salem, October 19, 1910. Then personally appeared the above named Ignacy Rajchalska and Anna Rajchalska and acknowledged the foregoing instrument to be their free act and deed, before me,

Joseph J. Quinn Justice of the Peace.

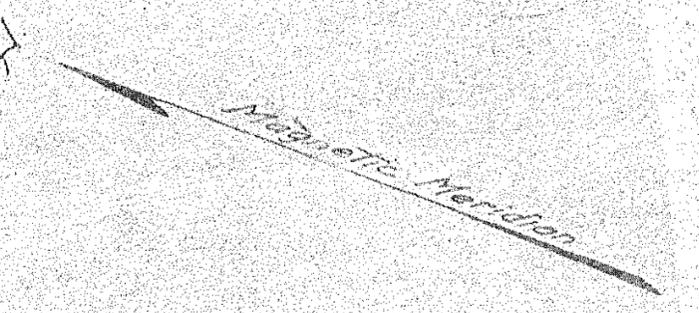
Essex, ss. Recd Oct. 20, 1910. 21m. past 11a.m. Recorded Examined.

Know all men by these presents that we, E. A. Peirce et al. Charlotte A. Peirce and Alice Peirce Browne, both of Medford, in the County of Middlesex and Commonwealth of Massachusetts, do hereby certify that the foregoing instrument was duly acknowledged before me, J. H. Henderson (ex J. H.)

Plan of Land owned by John J. & M.
SALEM, MASS.

Scale 1 in = 10 ft
Sept., 1910

Thomas A. Applegate Civil Engineer



57

57

BLANEY

57.88

57

We, Alphonse A. Duda of Danvers, Essex County, Massachusetts and Eugene A. Duda of Salem, Essex County, Massachusetts, administrators with the will annexed of the Estate of Mary Duda

~~EXECUTOR under the WILL of ADMINISTRATOR of the ESTATE of TRUSTEE of GUARDIAN of CONSERVATOR of RECEIVER of the ESTATE of (FIDUCIARY of) COMMISSIONER~~

by power conferred by license of the Probate Court for the County of Essex dated July 2, 1968,

and every other power,

for eight thousand (\$8,000.00) _____ Dollars paid, grant to Bronislawa Kapitaniuk of Salem, in said County and Katherine Pazura of Cambridge, Middlesex County, Massachusetts as joint tenants

the land in Salem in said County together with the buildings thereon bounded and described as follows: Beginning on the Southerly line of Derby Street at a point 52 feet 8 inches Easterly from the intersection of the Easterly line of Blaney Street with the Southerly line of Derby Street; Thence running Easterly by Derby Street 35.2 feet to land now or late of Zareas: thence Southeasterly by land of Zareas on two courses 6.24 feet and 32.33 feet; thence Westerly 15.90 feet; thence Southwesterly 7 feet to land now or late of Ignacy Najechalski et ux; thence Westerly by said Najechalski land 26 feet 3 inches; thence Northerly 51 feet 9 inches to Derby Street and point of beginning. Subject to rights of sewerage as set forth in a deed recorded in Book 2045, Page 95 Essex South District Registry of Deeds.

Being the same premises conveyed to the said Mary Duda, surviving tenant by the entirety, and described as Parcel No. 2 by James Kinsella, Commissioner, by Warrant of the Probate Court in said County of Essex, (See Probate records 232045), dated February 9, 1951, by deed dated June 1, 1951 and recorded with Essex South District Registry of Deeds, Book 3821, Page 599.

Said premises are conveyed subject to taxes assessed January 1, 1968. See Essex Probate Records 295014.

81 Derby St. Salem Mas



Witness... hands and seal this 19th day of August 1968.

A. S. Bachorowski

Alphonse A. Duda
Eugene A. Duda
Administrators with the will annexed of
the Estate of Mary Duda

The Commonwealth of Massachusetts

Essex,

ss.

August 19th 1968

Then personally appeared the above named Alphonse A. Duda and Eugene A. Duda, administrators with the will annexed of the Estate of Mary Duda and acknowledged the foregoing instrument to be their free act and deed, before me

Alphonse A. Bachorowski
Notary Public—Justice of the Peace

My commission expires September 28, 1968

297

WE, Bronislawa Kapitaniuk and Katherine Pazura

of Salem and Danvers Essex County, Massachusetts,

being unmarried, for consideration paid, and in full consideration of

grants to Bronislawa Kapitaniuk and Jean Pierre Draczuk 81 Derby St *
of Salem, Massachusetts with quitclaim covenants

the land in

[Description and encumbrances, if any]

Salem in said County together with the buildings thereon bounded and described as follows: Beginning on the Southerly line of Derby Street at a point 52 feet 8 inches Easterly from the intersection of the Easterly line of Blaney Street with the Southerly line of Derby Street; Thence running Easterly by Derby Street 35.2 feet to land now or late of Zareas; Thence Southeasterly by land of Zareas on two courses 6.24 feet and 32.33 feet; Thence Westerly 15.90 feet; Thence Southwesterly 7 feet to land now or late of Ignacy Najechalski et ux; Thence Westerly by said Najechalski land 26 feet 3 inches; Thence Northerly 51 feet 9 inches to Derby Street and point of beginning. Subject to rights of sewerage as set forth in a deed recorded in Book 2045, Page 95 Essex South District Registry of Deeds.

Being the same premises conveyed to Granters by Alphonse A. Duda and Eugene Duda, Book 5551, Page 580 and recorded with Essex South District Registry of Deeds.

Consideration being nominal, no stamps are necessary.

Witness 81 Derby St Salem

MAY 2 1984

Witness OUR hands and seal this 2nd day of MAY 1984

..... X Bronislawa Kapitaniuk
..... BRONISLAWA KAPITANIUK
..... Katherine Pazura
..... KATHERINE PAZURA

The Commonwealth of Massachusetts

Essex

ss.

May 2 1984

Then personally appeared the above named Bronislawa Kapitaniuk and Katherine Pazura
and acknowledged the foregoing instrument to be their free act and deed before me

Richard S. Bunker
Notary Public
My commission expires July 16, 1985

(*Individual — Joint Tenants — Tenants in Common.)

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration therefor in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

ME
11
JULY

CONDOMINIUM MASTER DEED

**RESIDENCES AT 81 DERBY
81 DERBY STREET
SALEM, MASSACHUSETTS**


SO. ESSEX #166 Bk:36015 Pg:236
07/13/2017 11:54 MDEED Pg 1/11

(a) Creation of Condominium.

The undersigned, The Charles Hope Companies, LLP of 370 Great Pond Road, North Andover, Massachusetts 01845, (collectively the "Declarant"), being the sole owner of the land with the buildings thereon on with the post office address of 81 Derby Street, Salem, Essex County, Massachusetts 01970, described on Exhibit A which is attached hereto and hereby incorporated herein by this reference and made a part hereof, does hereby, by duly executing and recording this Master Deed, submit said land, together with the building and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, (the "Subject Property") to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums"), and does hereby state that he proposes to create, and do hereby create, a condominium with respect to the Subject Property, to be governed by and subject to the provisions of said Chapter 183A.

(b) Description of Land.

The premises which constitute the Condominium consists of the land described on Exhibit A which is attached hereto and is hereby incorporated herein by this reference and made a part hereof, (the "Land") together with the building and improvements thereon.

(c) Description of Building.

There is one building (the "building") on the Land. The building is described on Exhibit B which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

(d) Description of Units, Porches, Decks, Patio, Heating System, and Parking.

I. Units.

The unit designation of each unit, and statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the Condominium are as set forth on Exhibit C which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

(i) The boundaries of each of the units with respect to the floors, ceilings, and walls thereof are as follows:

- a) Floors: The upper surface of the subflooring;
- b) Ceilings: The lower surface of the structure supporting the finished ceiling (board and plaster);
- c) Walls: As to all units: The plane of the surface of the wall studs facing the interior of the unit.

CAH

d) Pipe Chases or Other Enclosures concealing pipes, wires, or conduits within a unit are part of that unit, but the pipes, wires or conduits within such pipe chase or other enclosure which serve more than one unit are a part of the common areas and facilities.

e) Doors and Windows in interior and exterior walls of units including but not limited to those which open from a unit, are part of the unit.

f) Chimneys, and flues located within chimneys, are a part of the common areas and facilities. Unit owners shall be responsible for cleaning and maintaining the exterior of that portion of the Chimney which is within their unit. All other maintenance, repair and replacement of chimneys and flues shall be performed by the Trustees of the RESIDENCES AT 81 DERBY Trust (the "Condominium Trust"), upon the initiative of the Condominium Trust, but at the expense of the owner of the unit served by the chimney and/or flue which is the subject of any such maintenance, repair or replacement. The Trustees shall decide upon maintenance, repairs and replacements to be made to chimneys and flues, but the cost of such work shall be borne by the owner of the unit served by such chimney or flue. There is a gas fireplace in unit 1, and a gas fireplace in unit 2.

II. Porches, Decks, Patio, and Yards.

(i) The rear deck at the first floor level to which Unit 1 has access, which is designated on the Master Plans as "Deck 1" is Limited Common Area for Unit 1.

(ii) The deck at the rear second floor level and the stairs from said deck to the first floor deck to which Unit 2 has access, which is designated on the Master Plans as "Deck 2 and Stair 2" is Limited Common Area for Unit 2.

(iii) Porches, decks and the patio shall not be enclosed. No structure, whether temporary or permanent may be built on yard areas which are Limited Common Area. No change in color or design of any exterior Limited Common Area shall be made except with the prior written permission of the Trustees of the Condominium Trust in each instance. The responsibility to maintain and repair Limited Common Area shall be that of the owner of the Unit to which such Limited Common Area is appurtenant. Maintenance of the deck structure will be done by the Condominium Association. Such unit owners shall maintain the Limited Common Area in a neat, safe, and orderly condition.

III. Heating Systems.

Each unit in the building is served by a condenser, a gas burner, and gas hot water heater, and piping, wiring and equipment appurtenant thereto are hereinafter called the "HVAC Equipment". The HVAC Equipment, (including the aforementioned burners and hot water heaters, and all piping, wiring and equipment appurtenant thereto) whether located within or without the units, is appurtenant to the unit which it serves, and the entire cost of maintenance, gas or fuel, electric fuel, operation, repair, maintenance and replacement of the HVAC Equipment shall be the responsibility of the individual unit owner of the unit served by the HVAC Equipment regardless of the fact that said burners and said piping, wiring and equipment are located (as aforesaid) outside of the units. Unit 1 HVAC equipment is located in the exclusive use space in the basement. Unit 2 HVAC equipment is located in a Mechanical Closet on the 3rd floor, and the

Unit 1 gas water heater is located in the exclusive use space in the basement and Unit 2 gas hot water heater is located in the exclusive use space in the basement. Each unit owner shall have an easement to use, maintain, operate, repair and replace the HVAC Equipment serving his unit and located in the common areas and facilities or in the other unit, and each unit owner shall be subject to such easement in favor of the other unit owner.

IV. Parking.

There are no parking spaces on this site.

(e) Description of Common Areas and Facilities and the Proportionate Interest of Each Unit Therein.

The common areas and facilities of the Condominium consists of the entire subject premises as described in paragraph (b) ("Description of Land") of this Master Deed and all parts of the building as described in paragraph (c) ("Description of building") of this Master Deed, other than the units described on Exhibit C hereto. The HVAC Equipment referred to in Section (d) III are hereinafter referred to as "Exclusive Use Areas".

Without limiting the foregoing language in this paragraph (e), the common areas and facilities of the Condominium include:

- (1) the land described in paragraph (b) ("Description of Land") of this Master Deed, subject to the provisions regarding parking set forth in Section (d)IV hereof;
- (2) the foundations of the building and all portions thereof, and all structural columns, structural lintels, girders, beams, slabs, supports, and floor, ceiling and roof beams and joists and all structural members appurtenant to such floor ceiling and roof beams and joists, and exterior walls, any interior bearing walls, the subflooring below the upper surface thereof, roof, building entrances and exits, porches, decks and the patio (subject, however, to the provisions of Section (d)II hereof), and all structural portions of the buildings;
- (3) installations of central services such as power, light, drains, hot and cold water, vents and heating, lines, but only if and to the extent that such installations serve more than one unit. Such equipment and installations servicing a single unit, whether located in whole or in part within, or without such unit, are (as set forth in Section (d)III) a part of the unit which it services and is not a part of the common areas and facilities;
- (4) all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal and vents which are contained in portions of the buildings outside of the units and all installations outside the units for services such as lights, power, telephone, water, and sanitary sewer drainage;
- (5) exterior lighting devices and wires and poles serving the same. No exterior lighting devices, wires or poles shall be altered or replaced without the prior written consent of both unit owners;
- (6) all yards except those yard areas designated as Limited Common Area; and

(7) all other items situated on the subject property and listed as common areas in Massachusetts General Laws, Chapter 183A, except for the units described on Exhibit C hereto. The proportionate interest of each unit of the Condominium in the common areas and facilities of the Condominium shall be as set forth on Exhibit C which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

(f) Master Plans.

A set of the floor plans of the buildings showing the layout, location, unit numbers and dimensions of the units, and bearing the verified statement of a Registered Architect certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the units as built, as built, all pursuant to Massachusetts General Laws, Chapter 183A, have been recorded simultaneously with the recording of this Master Deed. Said set of plans, herein sometimes called the "Master Plans" is hereby incorporated herein by this reference and made a part hereof.

(g) Use of Units.

(I) The buildings and both units are intended only for residential purposes, and

(II) No unit shall be used or maintained in a manner inconsistent with the By Laws of the Condominium Trust and the rules and regulations from time to time adopted pursuant thereto.

(h) Amendment of Master Deed.

(I) This Master Deed may be amended by (i) vote of the owners of both units, and (ii) the assent of not less than fifty one (51%) percent (except in cases where a higher percentage is required by Section 32 of the By Laws of the Condominium Trust, in which case such higher percentage specified in said Section 32 shall be applicable) of the holders of first mortgages on the units (based upon one vote for each mortgage owned) but only if such amendment would materially affect the rights of any mortgagee, and (iii) vote of a majority of the Trustees of the Condominium Trust. Any such amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Trustees of the Condominium Trust, who certify under oath in such instrument that the amendment has been approved by the requisite vote of unit owners, first mortgagees and Trustees set forth in the immediately preceding sentence, is duly recorded in the South Essex County Registry of Deeds, provided, however, that:

(i) No such instrument shall be of any force or effect unless and until the same has been recorded in the South Essex County Registry of Deeds within six (6) months after the requisite vote of the unit owners and the Trustees, and the requisite assent of first mortgagees has taken place; and

(ii) Pursuant to the provisions of Chapter 87 of the Acts of 1987, the percentage of the undivided interest of each unit owner in the common areas and facilities as expressed in this Master Deed shall not be altered without the consent of all unit owners whose percentage of the undivided interest is affected, expressed in an amended Master Deed duly recorded; and

(iii) No instrument of amendment which alters the dimensions of any unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the owner or owners and mortgagee or mortgagees of the units so altered; and

(iv) No instrument of amendment which alters the rights of the Declarant, or the rights of unit owners respecting Limited Common Area, or Exclusive Use Areas, shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by, respectively, the Declarant, so long as the Declarant owns any unit in the Condominium; or the owners of Units entitled to Limited Common Area and/or Exclusive Use Areas with respect to any proposed amendment dealing with Limited Common Area or Exclusive Use Areas; and

(v) No instrument of amendment which alters this Master Deed in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws, Chapter 183A, shall be of any force or effect.

II. Notwithstanding anything to the contrary herein, so long as the Declarant owns any unit in the Condominium, the Declarant shall have the right, at any time and from time to time, to amend this Master Deed without the consent of any other unit owners or any of the Trustees of the Condominium Trust, to meet the requirements of any governmental or quasi governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Massachusetts Housing Finance Agency, the secondary mortgage market, or any lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission.

(i) Condominium Unit Owners Association.

The name of the Trust which has been formed and through which the unit owners will manage and regulate the Condominium hereby established is the RESIDENCES AT 81 DERBY Trust under Declaration of Trust of even date to be recorded herewith. The address of the Trust is 81 Derby Street, Salem, Massachusetts 01970. Said Declaration of Trust establishes that all unit owners in the Condominium hereby established shall be beneficiaries of said Trust and that the beneficial interest of each unit owner in said Trust shall be the same percentage interest as his percentage of undivided interest in the common areas and facilities as established by this Master Deed.

The names and address of the Trustees of said Trust and their term of office are as follows:

Alan Hope, managing partner of the Charles Hope Company, of 370 Great Pond Road, North Andover, Massachusetts 01845.

Term: As set forth in Section 3 of the Declaration of Trust of RESIDENCES AT 81 DERBY Trust.

The Trustees have enacted By Laws pursuant to Massachusetts General Laws, Chapter 183A, which are set forth in the Declaration of Trust of said Trust which is recorded herewith.

(j) Name of Condominium.

The Condominium hereby established shall be known as "RESIDENCES AT 81 DERBY".

(k) Encroachments.

If any portion of the common areas and facilities now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common areas and facilities, or if any such encroachment or encroachments shall occur at any time or from time to time hereafter as the result of: (1) settling of the buildings, or (2) condemnation or eminent domain proceedings, or (3) alteration or repair of the common areas and facilities or any part thereof done pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the Condominium Trust as the same may be from time to time amended, or (4) repair or restoration of the buildings or any unit therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of same for so long as the buildings stands.

(l) Pipes, Wires, Flues, Ducts, Conduits, Plumbing Lines and Other Common Facilities Located Inside of Units.

Each unit owner shall have an easement in common with the owners of the other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other unit and serving his unit. Each unit shall be subject to an easement in favor of the owners of the other unit to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities serving such other unit and located in such unit. Subject to the provisions of Section 22 of the Condominium Trust, the Trustees of the Condominium Trust shall have a right of access to each unit, Limited Common Area and Exclusive Use Area to inspect the same, to remove violations therefrom and to maintain, repair or replace any portions of the common areas and facilities contained therein or elsewhere in the building.

(m) All Units Subject to Master Deed, Unit Deed, and By Laws and Rules and Regulations of the Condominium Trust.

All present and future owners, visitors, servants and occupants of units shall be subject to, and shall comply with, the provisions of this Master Deed as the same may be from time to time amended, the unit deed, the Condominium Trust and the by laws, and the rules and regulations of the Condominium Trust as the same may be from time to time amended and the rights, easements, agreements and restrictions of record and all matters set forth on Exhibit A hereto insofar as the same now are, or are in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Master Deed as the same may be from time to time amended, and the said rights, easements, agreements and restrictions, and all matters set forth on Exhibit A hereto, and the unit deed, and the Condominium Trust and the by laws and rules and regulations thereto, as the same may be from time to time amended, are accepted and ratified by such owner, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants



running with the land and shall bind any person having at any time any interest or estate in such unit as though such provisions were recited or stipulated at length in each and every deed or conveyance or lease or occupancy agreement hereof.

(n) Federal Home Loan Mortgage Corporation; Federal National Mortgage Association.

Reference is hereby made to Section 32 of the By Laws of the Condominium Trust which is hereby incorporated herein by this reference and made a part hereof.

(o) Invalidity.

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed, and, in such event, all of the provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

(p) Waiver.

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

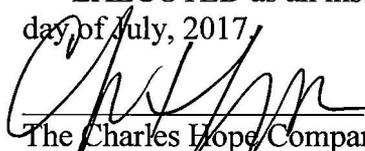
(q) Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed or the intent of any provisions hereof.

(r) Conflicts.

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

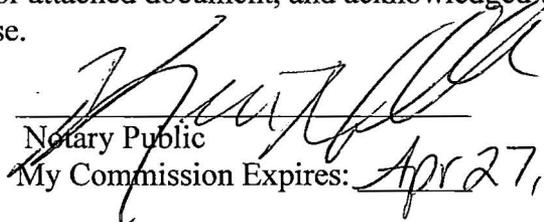
EXECUTED as an instrument under seal at Salem, Essex County, Massachusetts this 13th day of July, 2017.


The Charles Hope Companies, LLP
By Alan Hope, Managing Partner

COMMONWEALTH OF MASSACHUSETTS

Essex ss.

On this 13th day of July, 2017, before me, the undersigned notary public, personally appeared Alan Hope, managing partner of The Charles Hope Companies, LLP who proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires: Apr 27, 2023





RESIDENCES AT 81 DERBY

**81 DERBY STREET
SALEM, MASSACHUSETTS**

EXHIBIT A

Incorporated by reference into and made a part of the Master Deed of the RESIDENCES AT 81 DERBY, 81 Derby Street, Salem, Essex County, Massachusetts.

DESCRIPTION OF LAND

The premises which constitute the Condominium consist of the following described land in Salem, Essex County, Massachusetts, together with the buildings thereon, bounded and described as follows:

The land in Salem in said County together with the buildings thereon bounded and described as follows: Beginning on the Southerly line of Derby Street at a point 52 feet 8 inches Easterly from the intersection of the Easterly line of Blaney Street with the Southerly line of Derby Street; Thence running Easterly by Derby Street 35.2 feet to land now or late of Zareas; Thence Southeasterly by land of Zareas on two courses 6.24 feet and 32.33 feet; Thence Westerly 15.90 feet; Thence Southwesterly 7 feet to land now or late of Ignacy Najechalski et ux; Thence Westerly by said Najechalski land 26 feet 3 inches; Thence Northerly 51 feet 9 inches to Derby Street and point of beginning. Subject to rights of sewerage as set forth in a deed recorded in Book 2045, Page 95 Essex South District Registry of Deeds.

Subject to and with the benefit of restrictions of record, if any, if and so far as the same may be now in force and applicable.

The above-described premises are known as and numbered 81 Derby Street, Salem, Massachusetts.

For Title Reference, please refer to deed to Bronislawa Kapitaniuk and Jean Pierre Draczuk, by deed of Bronislawa Kapitaniuk and Katherine Pazura, dated May 2, 1984, and recorded with the Essex South District Registry of Deeds, Book 7395, Page 182.

Said Premises are subject to zoning laws of the City of Salem.

The above described Premises are also subject to easements for utility and telephone services granted to any public utility or telephone company by the Declarant, whether granted heretofore or hereafter, to the extent that the same are now or hereafter in force and applicable. The Trustees of the Condominium Trust shall have the right to grant permits, licenses and easements over the common areas and facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the condominium.

RESIDENCES AT 81 DERBY

**81 DERBY STREET
SALEM, MASSACHUSETTS**

EXHIBIT B

Incorporated by reference into and made a part of the Master Deed of the RESIDENCES AT 81 DERBY, 81 Derby Street, Salem, Essex County, Massachusetts.

DESCRIPTION OF BUILDINGS

There is one building (the "building") on the Land which is described on Exhibit A to this Master Deed. The Buildings is described as follows:

The building is a three (3) story structure, plus basement. The building is constructed principally of wood with fiber cement siding. The roof is asphalt shingle. The floor joists and the roof joists are wood. The foundation is stone. There are two (2) residential units.

The Basement contains an area designated on the Master Plan as "Common Area", which contains a common stair, a common corridor providing access to two rooms. The room designated on the Master Plan "Room 1" is a limited access area for the exclusive use of Unit 1. The room designated on the Master Plan "Room 2" is a limited access area for the exclusive use of Unit 2. Notwithstanding that the HVAC equipment and hot water heaters are located in areas designated Limited Common Areas, the owners of both units and their maintenance and repair persons and other designees shall have an easement and right to access the boiler, water heater, and any other portion of the HVAC equipment located in the basement and serving their unit.

The First Floor contains the front steps and porch, the main entrance/exit to the building, the front common hall, a portion of the main stairs, Unit 1, and the rear deck. The rear deck designated "Deck 1" on the Master Plan is a limited access area for the exclusive use of Unit 1.

The Second Floor contains a portion of the main stairs, a common hall, a portion of Unit 2, and the rear deck. The rear deck designated "Deck 2" and the stair leading from the first floor deck to the second floor deck designated "Stair 2" on the Master Plan is a limited access area for the exclusive use of Unit 2.

The Third Floor contains a portion of Unit 2. The area designated "Mech C1" (mechanical closet) on the Master Plan is a limited common area for the exclusive use of Unit 2.

RESIDENCES AT 81 DERBY

**81 DERBY STREET
SALEM, MASSACHUSETTS**

EXHIBIT C

Incorporated by reference into and made a part of the Master Deed of the RESIDENCES AT 81 DERBY, 81 Derby Street, Salem, Essex County, Massachusetts.

DESCRIPTION OF UNITS

The unit designation of each unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the Condominium, are as set forth in this Exhibit C:

Key: B=Bathroom; BR=Bedroom; DR=Dining Room; K=Kitchen; LR=Living Room;

UNIT DESIGNATION	STATEMENT OF UNIT LOCATION	APPROXIMATE AREA OF UNIT IN SQUARE FEET	NUMBER AND DESIGNATION OF ROOMS	IMMEDIATE COMMON AREA TO WHICH UNIT HAS ACCESS	PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES
UNIT 1	First Floor	669	5 rooms KITCHEN/DINING, BATH, BEDROOM 1, BEDROOM 2, LIVING	HALL, DECK 1	(based on value/asking price) 42%
UNIT 2	Second and Third Floors	1,295	8 rooms KITCHEN, DINING, LIVING, BATH, BEDROOM 1, BATH, BEDROOM 2, BEDROOM 3, BATH, BEDROOM 1, BATH,	COMMON AREA (hall, stair), DECK 2	58%

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SO. ESSEX #383 Bk:36048 Pg:363
07/26/2017 01:10 DEED Pg 1/2

MASSACHUSETTS EXCISE TAX
Southern Essex District ROD
Date: 07/26/2017 01:10 PM
ID: 1194493 Doc# 20170726003830
Fee: \$2,008.68
Cons: \$440,020.00

Unit Deed

The Charles Hope Companies, LLP, a Massachusetts Limited Liability Partnership, with a mailing address of 370 Great Pond Road, North Andover, MA, in consideration of Four Hundred and Forty Thousand, Twenty and 00/100 (\$440,020.00) Dollars **GRANT TO** Jonathan M. Frisch and Raquel L. Frisch, Husband and Wife, as Tenants by the entirety, of 68 Derby Street, Salem, MA 01970

With **QUITCLAIM COVENANTS**

The Unit ("Unit") known as **81 Derby Street, Unit #2, Salem, Massachusetts 01970**, in a Condominium known as Residences at 81 Derby Condominium and established by the Grantor pursuant to Massachusetts General Laws, Chapter 183A, as amended, by Master Deed dated July 13, 2017 recorded the Essex South District Registry of Deeds in Book 36015, Page 236, as amended of record and as the same may from time to time be further amended by instruments of record ("Master Deed"). Said Unit is located on the Second and Third Floors of the building located at 81 Derby Street, and contains approximately 1,295 square feet, more or less.

Said Unit is conveyed together with and subject to:

1. An undivided 58% Interest in the Common Areas and Facilities of the property described in the Master Deed attributable to the Unit;
2. Easements for utility and telephone services granted to any public utility or telephone company by the Declarant, whether granted heretofore or hereafter, to the extent that the same are now or hereafter in force and applicable. The Trustees of the Residences at 81 Derby Condominium Trust, recorded with said Registry at Book 36015, Page 248, shall have the right to grant permits, licenses and easements over the common areas and facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the condominium;
3. Any and all matters of record as amended.

The Grantee acquires to the Unit with the benefit of and subject to, as the case may be, the provisions of M.G.L. c. 183A; the provisions of the Master Deed and Declaration of Trust, and any By-Laws, Rules and Regulations promulgated thereunder, including an ease

Subject to and with the benefit of restrictions of record, if any, if and so far as the same may be now in force and applicable.

For Grantor's Title, see deed dated July 11, 2017 and recorded in the Essex South District Registry of Deeds at Book 36015, Page 174.

Property Address: 81 Derby Street, Unit #2, Salem, MA 01970

Not a homestead property of the Grantor, however the Grantor herein hereby releases any and all homestead rights he may have in the above-referenced property and under the penalties of perjury state there is no other person entitled to claim the benefit of a homestead in the property.

This conveyance does not convey all or substantially all of the assets of the Partnership.

Executed as a sealed instrument this 26 day of July, 2017.



Alan Hope, as Managing Partner of
The Charles Hope Companies, LLP

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On 26 day of July, 2017, before me, the undersigned notary public, personally appeared Alan Hope, Managing Partner, the above-named and proved to me through satisfactory evidence of identification being MA DL, to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose as Managing Partner of The Charles Hope Companies, LLP, a Massachusetts Limited Liability Partnership, and that the foregoing instrument is his free act and deed.





Notary Public:

My Commission Expires: Apr 27, 2023

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DP/2

MASSACHUSETTS EXCISE TAX
Southern Essex District ROD
Date: 07/26/2017 01:27 PM
ID: 1194497 Doc# 20170726003970
Fee: \$1,470.60
Cons: \$322,420.00

Unit Deed

The Charles Hope Companies, LLP, a Massachusetts Limited Liability Partnership, with a mailing address of 370 Great Pond Road, North Andover, MA, in consideration of Three Hundred and Twenty-Two Thousand, Four Hundred Twenty and 00/100 (\$322,420.00) Dollars **GRANT TO** Jonathan M. Frisch and Raquel L. Frisch, Husband and Wife, as Tenants by the entirety, of 68 Derby Street, Salem, MA 01970

With **QUITCLAIM COVENANTS**

The Unit ("Unit") known as **81 Derby Street, Unit #1, Salem, Massachusetts 01970**, in a Condominium known as Residences at 81 Derby Condominium and established by the Grantor pursuant to Massachusetts General Laws, Chapter 183A, as amended, by Master Deed dated July 13, 2017 recorded the Essex South District Registry of Deeds in Book 36015, Page 236, as amended of record and as the same may from time to time be further amended by instruments of record ("Master Deed"). Said Unit is located on the First Floor of the building located at 81 Derby Street, and contains approximately 669 square feet, more or less.

Said Unit is conveyed together with and subject to:

1. An undivided 42% Interest in the Common Areas and Facilities of the property described in the Master Deed attributable to the Unit;
2. Easements for utility and telephone services granted to any public utility or telephone company by the Declarant, whether granted heretofore or hereafter, to the extent that the same are now or hereafter in force and applicable. The Trustees of the Residences at 81 Derby Condominium Trust, recorded with said Registry at Book 36015, Page 248, shall have the right to grant permits, licenses and easements over the common areas and facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the condominium;
3. Any and all matters of record as amended.

The Grantee acquires to the Unit with the benefit of and subject to, as the case may be, the provisions of M.G.L. c. 183A, the provisions of the Master Deed and Declaration of Trust, and any By-Laws, Rules and Regulations promulgated thereunder, including an ease

Subject to and with the benefit of restrictions of record, if any, if and so far as the same may be now in force and applicable.

For Grantor's Title, see deed dated July 11, 2017 and recorded in the Essex South District Registry of Deeds at Book 36015, Page 174.

Property Address: 81 Derby Street, Unit #1, Salem, MA 01970

Not a homestead property of the Grantor, however the Grantor herein hereby releases any and all homestead rights he may have in the above-referenced property and under the penalties of perjury state there is no other person entitled to claim the benefit of a homestead in the property.

This conveyance does not convey all or substantially all of the assets of the Partnership.

Executed as a sealed instrument this 26 day of July, 2017.



Alan Hope, as Managing Partner of
The Charles Hope Companies, LLP

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On 25 day of July, 2017, before me, the undersigned notary public, personally appeared Alan Hope, Managing Partner, the above-named and proved to me through satisfactory evidence of identification being MA DL, to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose as Managing Partner of The Charles Hope Companies, LLP, a Massachusetts Limited Liability Partnership, and that the foregoing instrument is his free act and deed.




Notary Public:
My Commission Expires: Apr 27, 2023



QUITCLAIM DEED

I, Raquel L. Frisch, Trustee of the Raquel L. Frisch Trust Agreement of 2015, under Declaration of Trust dated August 6, 2015 for which a Trustee Certificate Pursuant to M.G.L. c. 184 § 35, dated August 6, 2015 is recorded with the Essex Registry of Deeds in Book 34379, Page 22,

for consideration paid and in full consideration of **ONE AND 00/100 (\$1.00) DOLLAR,**

grant to Jonathan M. Frisch and Raquel L. Frisch, husband and wife as tenants by the entirety. of, 68 Derby Street, Essex County, Massachusetts,

with **QUITCLAIM COVENANTS**

Unit 1

The Unit ("Unit") known as 81 Derby Street, Unit #1, Salem, Massachusetts 01970, in a Condominium known as Residences at 81 Derby Condominium and established by the Grantor pursuant to Massachusetts General Laws, Chapter 183A, as amended, by Master Deed dated July 13, 2017 recorded with the Essex South District Registry of Deeds in Book 36015, Page 236, as amended of record and as the same may from time to time be further amended by instruments of record ("Master Deed"). Said Unit is located on the First Floor of the building located at 81 Derby Street, and contains approximately 669 square feet, more or less.

Said Unit is conveyed together with and subject to:

1. An undivided 42% Interest in the Common Areas and Facilities of the property described in the Master Deed attributable to the Unit;
2. Easements for utility and telephone services granted to any public utility or telephone company by the Declarant, whether granted heretofore or hereafter, to the extent that the same are now or hereafter in force and applicable. The Trustees of the Residences at 81 Derby Condominium Trust, recorded with said Registry at Book 36015, Page 248, shall have the right to grant permits, licenses and easements over the common areas and facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the condominium;
3. Any and all matters of record as amended.

The Grantee acquires to the Unit with the benefit of and subject to, as the case may be, the provisions of M.G.L. c. 183A, the provisions of the Master Deed and Declaration of Trust, and any By-Laws, Rules and Regulations promulgated thereunder. Subject to and with the benefit of restrictions of record, if any, if and so far as the same may be now in force and applicable.

Property Address: 81 Derby Street, Unit #1 and Unit #2 Salem, Essex County, Massachusetts

Unit 2

The Unit ("Unit") known as 81 Derby Street, Unit #2, Salem, Massachusetts 01970, in a Condominium known as Residences at 81 Derby Condominium and established by the Grantor pursuant to Massachusetts General Laws, Chapter 183A, as amended, by Master Deed dated July 13, 2017 recorded with the Essex South District Registry of Deeds in Book 36015, Page 236, as amended of record and as the same may from time to time be further amended by instruments of record ("Master Deed"). Said Unit is located on the First Floor of the building located at 81 Derby Street, and contains approximately 669 square feet, more or less.

Said Unit is conveyed together with and subject to:

1. An undivided 58% Interest in the Common Areas and Facilities of the property described in the Master Deed attributable to the Unit;
2. Easements for utility and telephone services granted to any public utility or telephone company by the Declarant, whether granted heretofore or hereafter, to the extent that the same are now or hereafter in force and applicable. The Trustees of the Residences at 81 Derby Condominium Trust, recorded with said Registry at Book 36015, Page 248, shall have the right to grant permits, licenses and easements over the common areas and facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the condominium;
3. Any and all matters of record as amended.

The Grantee acquires to the Unit with the benefit of and subject to, as the case may be, the provisions of M.G.L. c. 183A, the provisions of the Master Deed and Declaration of Trust, and any By-Laws, Rules and Regulations promulgated thereunder.

Subject to and with the benefit of restrictions of record, if any, if and so far as the same may be now in force and applicable.

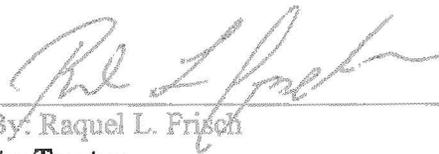
Meaning and intending to convey the same Premises conveyed to the Grantor by deed dated May 24, 2019, recorded with the Essex County Registry of Deeds at Book 37634, Page 1. See also confirmatory Deed recorded with the Essex County Registry of Deeds at Book 37736, Page 192.

Grantor hereby releases and terminates any and all estates of homestead in and to the property conveyed hereunder, whether created automatically pursuant to Massachusetts law or by Declaration.

Signature Follows Next Page

Executed as a sealed instrument this 24th day of April, 2020.

the Raquel L. Frisch Trust Agreement of 2015



By: Raquel L. Frisch

Its: Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 24th day of April, 2020, before me, the undersigned Notary Public, personally appeared the Raquel L. Frisch, trustee, proved to me by satisfactory evidence of identification, being: driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by her, as her free act and deed, voluntarily for its stated purposes as trustee of the Raquel L. Frisch Trust Agreement of 2015.



Notary Public: Deborah Gold-Alexander

My Commission Expires: 6/11/21

Qualified in the Commonwealth of Massachusetts





Trustee Certificate

I, Raquel L. Frisch, Trustee (the "Trustee") of the Raquel L. Frisch Trust Agreement of 2015 under Declaration of Trust, dated August 6, 2015, for which a Trustee Certificate Pursuant to M.G.L. c. 184 § 35, dated August 6, 2015 is recorded with the Essex County Registry of Deeds in Book 34379, Page 22 (the "Trust"), hereby certify as follows:

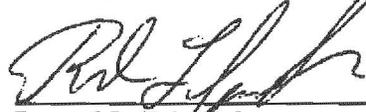
1. That the Trust, as of the date hereof, is binding, in full force and effect and has not been altered, amended or revoked;
2. That I am the sole Trustee of the Trust;
3. That the Trustee has the power of sale;
4. That the Trustee has been authorized by unanimous consent of the beneficiaries of the Trust to convey the Premises known as 81 Derby Street, Unit #1 and Unit #2 Salem, Essex County, Massachusetts, to Jonathan M. Frisch and Raquel L. Frisch in full consideration of the payment of \$1.00.
5. That there are no facts which constitute conditions precedent to the sale of the Unit, or which are in any other manner germane to the affairs of the Trust.

The undersigned further warrants and represents that the beneficiaries of said Trust, and each of them currently living, are at least 18 years of age, of sound mind and body and are not under any incapacity, are not subject to any guardianship, conservatorship, receivership nor any other court proceedings, nor encumbrance upon their ability to act for themselves, and each such beneficiary gave to me such authority, instructions or directions of their own free will and of their own acts and deeds.

SIGNATURE PAGE TO FOLLOW

EXECUTED as a sealed instrument this 24th day of April, 2020.

the Raquel L. Frisch Trust Agreement of 2015



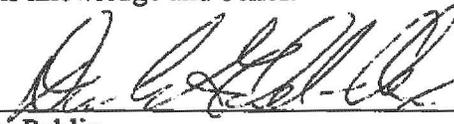
Raquel L. Frisch, Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

April 24, 2020

On this 24th day of April, 2020, before me, the undersigned notary public, personally appeared the Raquel L. Frisch and proved to me through satisfactory evidence of identification, which was Massachusetts, to be the person whose name is signed on the within document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.



Notary Public
My commission expires: 6-11-21

