



HISTORIC SALEM INC

3 Hamilton Street

Built for
Sarah White Pickering and Mary Orne Pickering
by John Pickering the 9th
c. 1923

Moved to this site from 2 Pickering Street in 1962.

Researched and written by Amanda R. Eddy
February 2020

Historic Salem Inc.
The Bowditch House
9 North Street, Salem, MA 01970
(978) 745-0799 | HistoricSalem.org
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2 Pickering Street appears for the first time in the 1924 City Directory. It does not appear in the 1922 Directory, and there is no 1923 Directory available.

Name	Years of Ownership	Number of Years	Purchase Price	Deed Referenced	Notes
2 Pickering St.					
Sarah White Pickering Mary Orne Pickering John Pickering the 8 th	Circa 1924-1935	10	n/a	1842-483	Mary died in 1930 and Sarah in 1935. John Pickering the 9 th inherited the entire Pickering estate in 1919 when his father, John Pickering the 8 th , died, including the subplot in which Sarah and Mary had a homestead.
John Pickering the 9 th	Circa 1924-1961	37	n/a	n/a	According to "The House That John Built", John Pickering and his family (including his mother) swapped from 2 Pickering St to 18 Broad St a few times before John Pickering the 9 th decided to move his family to 30 Chestnut Street. John owned the house until 1961. When him and his family moved, he rented it out.
3 Hamilton St.					
Seacoast Realty Co.	1961-1962	1	\$20,000 (for multiple properties)	4784-266	Executor of Rebecca Benson's (landlord of 3 Hamilton Street property) will (Parcel 1): Peter B. Seamans. With additional properties on Hamilton Street and Botts Court.

Frank A. Mason Jr. Joan M. Mason	1962-1965	3	"Consideration paid"	4991-157	Assumed \$22,000 mortgage. Had the house moved from 2 Pickering St to its present location in June 1962.
Edward J. Marrs Eleanor C. Marrs	1965-1983	18	"Consideration paid"	5284-481	Assumed \$17,000 mortgage.
Richard B. Paul	1983-1996	13	\$134,900	7294-591	
Richard S Jendrysik Pamela M Jendrysik	1996-2020+	24	\$290,000	13821- 397	
Richard S Jendrysik Pamela M Jendrysik Edward Jendrysik Meghan Jendrysik	2015-2020+	5+	\$1 and other considerations	34284- 383	Children own house as of 2015; they have life lease.

PICKERING

.ST.

OLD
NORMAL

ment to be the free act and deed of the Salem Co-operative Bank, before me

Eduard C. Battis

Justice of the Peace.

Essex Co. Recd Oct 10, 1906. 20 m. Post 12 P.M. Rec'd by

Willard J. Hale. Reg-

Indenture

S. W. Pickering
et al

Whereas, we, Sarah White Pickering, Mary Orne Pickering and John Pickering, all of Salem in the County of Essex and Commonwealth of Massachusetts, only children and heirs-at-law of John Pickering late of said Salem, deceased, intestate, have heretofore been owners as tenants in common of the Pickering estate on Broad and Pickering Streets in said Salem by inheritance from our said father: and whereas we have now agreed that said John Pickering shall hold the old family mansion house and a portion of the land surrounding the same in severalty, and that the said sisters shall hold the remaining portion of the land in undivided half parts: Now, Know all men by these presents, that we, the said Sarah White Pickering and Mary Orne Pickering in consideration of the conveyance hereinafter made to us and of other good and valuable consideration paid to us by our brother John Pickering, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said John Pickering, all our right, title and interest in and to a certain parcel of land with said mansion house and other buildings thereon situated on said Broad Street in said Salem bounded and described as follows: Beginning at the easterly corner of said Pickering estate on said Broad Street at land of Blake; thence running southwesterly by said Broad Street one hundred and ninety four feet; thence turning and running northwesterly, parallel to Pickering Street, one hundred and fifteen feet; thence turning and running northeasterly, parallel to Broad Street, one hundred and ninety-four feet, more or less, to said land of Blake; thence turning and running southeasterly by said land of Blake, one hundred and fifteen feet, more or less, to the point of beginning. To have and to hold the granted premises with all the privileges and appurtenances thereto belonging to the said John Pickering and his heirs and assigns, to

their own use and behoof forever. And I know all
 men by these presents, that is, the said John
 Pickering, in consideration of the foregoing convey-
 ance and of other good consideration to me paid by
 my said sisters, the receipt whereof is hereby acknow-
 ledged, do hereby give, grant, bargain, sell and convey
 unto the said Sarah White Pickering and Mary Orne
 Pickering, a certain parcel of land in said Salem
 bounded and described as follows; Beginning on said
 Broad Street at the Southerly corner of the parcel above
 released by my sisters to me, thence running south-
 westerly by said Broad Street one hundred feet, more
 or less, to the corner of Broad and Pickering Streets;
 thence turning and running northwesterly by said
 Pickering Street about two hundred and one and one
 half feet to land of West; thence turning and running
 northeasterly by land of West and land of McMullan,
 about one hundred and fifteen feet to a corner; thence
 turning and running northwesterly by land of McMullan,
 about thirty two and one fourth feet to a corner at land of
 Fallon; thence turning and running northeasterly by
 lands of Fallon, Peabody and Shreve, about one hundred
 and sixty-three feet to land of Blake; thence turning
 and running southeasterly by said land of Blake,
 about seventy-three feet to land hereinbefore released
 to me; thence turning and running by said released
 land, first southwesterly about one hundred and ninety
 four feet, next southeasterly one hundred and fifteen
 feet to the point of beginning. And for the considera-
 tion aforesaid, I, Anna D. Pickering, wife of the said
 John Pickering, do hereby release unto his said grantees
 all my right of dower or homestead in the premises here-
 inbefore conveyed by him to them. To have and
 to hold the granted premises with all the privileges
 and appurtenances thereto belonging to the said Sarah
 White Pickering and Mary Orne Pickering, and their
 heirs and assigns, to their own use and behoof for-
 ever. In witness whereof, we the said Sarah
 White Pickering and Mary Orne Pickering, grantors to
 the said John Pickering; and we, John Pickering and
 Anna D. Pickering, his wife, grantors to the said Sarah
 White Pickering and Mary Orne Pickering, have respec-

tively set our hands and seals this third day of February in the year one thousand nine hundred and six.

Signed, sealed and delivered in presence of Alden P. White to S.W.P., M.O.P., and J.P.	}	Sarah W. Pickering	seal
		Mary O. Pickering	seal
		John Pickering	seal
		Anna O. Pickering	seal

Commonwealth of Massachusetts. Essex ss.

February 3, 1906. Then personally appeared the above-named Sarah W. Pickering and Mary O. Pickering and acknowledged the foregoing conveyance by them to be their free act and deed, before me.

Alden P. White Justice of the Peace.

Commonwealth of Massachusetts. Essex ss.

February 3, 1906. Then personally appeared the above-named John Pickering, and acknowledged the foregoing instrument to be his free act and deed, before me.

Alden P. White Justice of the Peace.

Essex ss. Recd Oct. 10, 1906. 25 ml tract 10 P.M. Rec 634 by *Nicard J. Ball* Reg-

Know all men by these presents that I, Mark A. Morse of Brookline in the County of Norfolk and Commonwealth of Massachusetts, in consideration of one dollar and other good and valuable considerations to me paid by Charles S. Barlow of Boston, in said Commonwealth, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said Charles S. Barlow and his heirs and assigns forever all my right, title and interest in and to all that parcel or tract of land situated in Manchester, in the County of Essex and said Commonwealth, on the Easterly side of Highland Avenue and bounded and described as follows: Beginning at the Northeasterly corner at a stone bound by land of Adele S. Thayer and running thence Westerly thirty-six 80/100 (36.80) feet; then Southwesterly twenty-seven 30/100 (27.30) feet to said Highland Avenue, then Southerly by Highland Avenue ninety-one (91) feet, more or less, to land of Ursula M. Goodridge; then easterly by said land of Ursula M. Goodridge sixty-six 50/100 (66.50) feet, more or less, to land of said Adele S. Thayer; then Northeasterly by land of said Adele S. Thayer eight 65/100 (8.65) feet to a stone bound; then Northerly by

M. A. Morse
to
C. S. Barlow.

I, PETER B. SEAMANS, Administrator with the will annexed of the ESTATE OF REBECCA A. BENSON, by power conferred by said will and every other power, for Twenty Thousand Dollars (\$20,000.00) paid, grant to ^{Seacoast Realty Co. Inc. of Marblehead} ~~WILFRED HALL~~ of Salem, Essex County, Massachusetts, four certain parcels of land, together being known as and numbered 3 and 7 Hamilton Street and 4 and 6 Botts Court, consisting in the aggregate of Eleven Thousand Seven Hundred Eighty (11,780) square feet of land more or less, as follows:

Parcel 1

A certain parcel of land with the buildings thereon situated in said Salem bounded and described as follows:-

Beginning at the Southwesterly corner thereof at land now or late of the grantee, formerly of Low, thence running Easterly by said land of the grantee sixty-five and eight tenths feet to land now or late of Low, thence running Northerly by said land of Low sixty-seven and two tenths feet to land now or late of Brown, thence running Westerly by said land of Brown to Hamilton Street, thence running Southerly by Hamilton Street fifty-one and six tenths feet to said land of Brown and the point begun at. All said measurements being more or less. Being a portion of the premises conveyed to Joseph Smith by deed of George Osborne dated March 22, 1844 and recorded at Essex So. Dist. Reg. of Deeds Book 342 Leaf 233 and deed of Nathaniel Frothingham dated May 27, 1867 and recorded at said Registry Book 725 Leaf 2. Being the same premises conveyed by deed of William Kingston dated November 10, 1906 and recorded with said Deeds Book 1850, Page 350.

Parcel 2

A certain parcel of land with the buildings thereon situated in said Salem, bounded and described as follows viz -

Beginning at the Southwesterly corner of the premises by land of Endicott on Hamilton Street and running northerly by said Street Ninety-four and five tenths feet (94.5), thence

Easterly by land now or formerly of the Estate of Joseph Smith Sixty five and Eight tenths feet (65.8), thence Southerly by land now or formerly of Daniel Low and land now or formerly of Cloutman Ninety two and three tenths (92.3), thence Westerly by land of Price and land now or formerly of Endicott Sixty one feet to the point of beginning. Being the same premises conveyed by deed of Alfred W. Putnam dated January 12, 1905 and recorded with said Deeds Book 1766 Page 52.

Parcel 3

A certain parcel of land, with half of a dwelling house thereon, situate on Botts Court in said Salem, and numbered Six on said Court and bounded Easterly by Botts Court; Southerly by land now or late of the heirs of Sarah B. Cloutman; Westerly by land of Joseph Price and land of Henry P. Benson, and Northerly by land late of said Cloutman, now of the grantee. Being the same premises conveyed by deed of Frank T. Goodhue dated April 22, 1901 and recorded with said Deeds Book 1639 Page 515.

Parcel 4

A certain parcel of land in said Salem, with the portion of the dwelling house thereon, bounded beginning at the north-east corner on Bott's Court, thence running southerly thirty feet on said Court to a point opposite the centre of the front door of the dwelling house, thence running westerly through the centre of said door through said house to land formerly of Joseph Smith, now of said Henry P. Benson, forty five feet, more or less, thence running northerly by said last named land thirty feet to land of Low, thence running easterly by said Low's land to said Bott's Court forty six feet to the corner begun at; the front door, entries and stairways to be used in common with the owners and occupants of the southern part of said house; see deed from Thos. B. Ferguson to George A. Goodridge, dated June 18, 1868, record-

ed with Essex So. Dist. Deeds Book 749 Leaf 113; will of George A. Goodridge duly proved in said County first Tuesday of January 1871 and will of Caroline M. Colby proved in said County third Monday of June 1884; deeds to Sarah B. Cloutman recorded B. 1209 P. 279 and 280 and settlement of Sarah B. Cloutman's estate in said County March 1, 1901, the grantors being her sole heirs at law; subject to the drain right referred to in said deeds. Being the same premises conveyed by deed of Ellen B. Cloutman, et al dated April 11, 1901 and recorded with said Deeds Book 1639 Page 516.

For probate of Estate of Rebecca A. Benson see Essex Probate Docket No. 265,605.

WITNESS my hand and seal this 23rd day of June, 1961.

Peter B. Seaman
Administrator as aforesaid

THE COMMONWEALTH OF MASSACHUSETTS

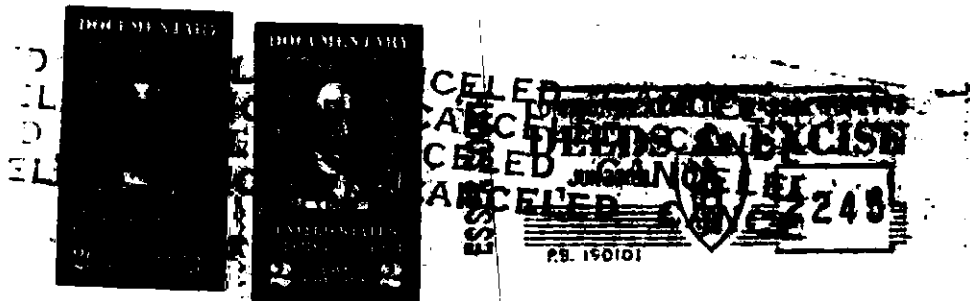
Suffolk, ss.

June 23, 1961

Then personally appeared the above-named PETER B. SEAMANS and acknowledged the foregoing instrument to be his free act and deed, as Administrator aforesaid, before me

David G. O'Neil
Notary Public

My commission expires March 30, 1968.



Essex ss. Recorded June 23, 1961. 52 m. past 2 P.M. #155

We, Seacoast Realty Co., Inc.,

a corporation duly established under the laws of Massachusetts
and having its usual place of business at Salem

Essex ^{JR.} County, Massachusetts, for consideration paid,
grants to Frank A. Mason and Joan M. Mason as tenants by the entirety

of Salem, Essex County, Massachusetts with ~~quitclaim covenants~~

~~the land in~~ A certain parcel of land with building thereon situated in
said Salem and described as follows:

[Description and encumbrances, if any]

~~TRAVEL~~ Beginning at a stone bound at the southeasterly corner of the
lot running northly 53.5' by land now or late of Marchand and of
Maloy thence running westerly by land now or late of Tracey and
L'Heureux 66' to Hamilton Street, thence running southerly by
Hamilton Street 55', thence turning easterly 6 feet from and parallel to
a granite house foundation 65' to a point of beginning. All measure-
ments being more or less. Being a portion of premises conveyed to
Seacoast Realty Co. Inc. by Peter B. Seamans, Administrator with the
will annexed of the Estate of Rebecca A. Benson, dated June 23rd, 1961 and
recorded with Essex South Deeds.

Mass. Excise Stamps \$ 25.25 affixed
and cancelled on back of this instrument

U. S. Docum. Stamps \$ 24.75 affixed
and cancelled on back of this instrument

In witness whereof, the said Seacoast Realty Co., Inc.

has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and
delivered in its name and behalf by Wilfred H. Hall

its President hereto duly authorized, this

29 *th*

day of September in the year one thousand nine hundred and sixty-two.

Signed and sealed in presence of

Emily N. Hall

SEACOAST REALTY CO., INC.

by *Wilfred H. Hall Pres*

President



4991
158

4991
158

The Commonwealth of Massachusetts

ESSEX, ss. September 29 1962

Then personally appeared the above named Wilfred H. Hall and acknowledged the foregoing instrument to be the free act and deed of the Seacoast Realty Co., Inc.

before me,

William Fitch...
Notary Public — Justice of the Peace
MY COMMISSION EXPIRES
November 28, 1962 19

A special meeting of the Board of Directors of Seacoast Realty Co., Inc. was held on September 29, 1962, at the office of the corporation, all the Directors having waived notice thereof and all being present.

On motion, duly made and seconded, it was

VOTED: To authorize Wilfred H. Hall, President, to execute a deed to Frank A. Mason, Jr. and Joan M. Mason for the property at #7 Hamilton Street, in Salem, Massachusetts.

There being no further business, the meeting was adjourned.

A true record



Emily H. Hall
Emily H. Hall, Clerk

Essex ss. Recorded Oct. 1, 1962. 20 m. past 3 P.M. #135

See
B 10628
P 132

FRANK A. MASON, JR. and JOAN M. MASON, husband and wife, both
of Salem Essex County, Massachusetts,
being ~~un~~ married, for consideration paid, grant to EDWARD J. MARRS AND ELEANOR C. MARRS,
husband and wife, as tenants by the entirety, and not as tenants in common, and not as joint
tenants, both
of Salem, Essex County, Massachusetts with quitclaim covenants
~~the land in~~

~~[Description of land and buildings, if any]~~
A certain parcel of land with the buildings thereon situated at 3 Hamilton Street, Salem, Massachu-
setts, and bounded and described as follows:

- BEGINNING at a stone bound at the Southeasterly corner of the Lot, thence running
- NORTHERLY Fifty-three and 05/100 (53.05) feet by land now or late of Marchand, and of Maloy, thence running
- WESTERLY by land now or late of Tracey and L'Heureux, Sixty-six (66) feet, to Hamilton Street, thence running
- SOUTHERLY by Hamilton Street, Fifty-five (55) feet, thence turning
- EASTERLY six (6) feet from and parallel to a granite house foundation, Sixty-five (65) feet, to the point of beginning

This parcel is conveyed subject to and with the benefit of easements, restrictions, agreements, and reservations of record, if any there be, insofar as the same may be in force and applicable.

For my title, see deed from Seacoast Realty Co., Inc. to Frank A. Mason, et ux dated September 29, 1962 and recorded in Essex South District Registry of Deeds, Book 4991, Page 157.

Mass. Excise Stamps \$ 31.80 affixed and cancelled on back of this instrument

U. S. Docum. Stamps \$ 31.25 affixed and cancelled on back of this instrument

~~xxxxxxx said grantor's rights of~~ ~~tenancy by the entirety~~ ~~and other interests therein~~
~~xxxxxx and books~~
husband ~~xxxxxx~~
wife ~~xxxxxx~~

Witness our hands and seals this 30th day of June 1965
Frank A. Mason Jr.
FRANK A. MASON, JR.
Joan M. Mason
JOAN M. MASON

The Commonwealth of Massachusetts
Essex ss. June 30 1965

Then personally appeared the above named Frank A. Mason, Jr.
and acknowledged the foregoing instrument to be his free act and deed, before me
Samuel Edward Zoll
Samuel Edward Zoll, Notary Public — ~~xxxxxxxxxxxx~~
My commission expires November 15, 1969

DIS
B. 7313
P. 569

Edward J. Marrs and Eleanor C. Marrs, husband and wife as tenants by the entirety

of Salem, Essex County, Massachusetts,

being unmarried, for consideration paid, grant to the SALEM FIVE CENTS SAVINGS BANK, a Corporation duly established by law in Salem, County of Essex and Commonwealth of Massachusetts,

with mortgage covenants, to secure the payment of

Seventeen Thousand Dollars

with interest thereon, or on such part thereof as shall from time to time remain unpaid, payable as provided in a certain note of even date, and also to secure the performance of all agreements herein set forth and set forth in said note

A parcel of land, together with the buildings thereon in Salem situated on Hamilton Street in the County of Essex and said Commonwealth and being known as No. Street in said Salem, more particularly bounded and described as follows:

Beginning at a stone bound at the Southeasterly corner of the lot, thence running Northerly fifty-three and 05/100 (53.05) feet by land now or late of Marchand and of Maloy; thence running Westerly by land now or late of Tracey and L'Heureux, sixty-six (66) feet to Hamilton Street; thence running Southerly by Hamilton Street, fifty-five (55) feet; thence turning and running Easterly six (6) feet from and parallel to a granite house foundation sixty-five (65) feet to a point of beginning.

All measurements being more or less.

Being the same premises conveyed to us by deed of Frank A. Mason, Jr., et ux, dated June 30, 1965 to be recorded herewith

Also, insofar as the same are, or can by agreement of the parties be made a part of the realty, all of the following articles now or hereafter on the above described premises or used therewith: Portable or sectional buildings; bathroom, plumbing, heating, lighting, refrigerating, ice making, ventilating and air conditioning apparatus and equipment; garbage incinerators and receptacles; elevators and elevator machinery; boilers; stoves; tanks; motors; sprinkler and fire extinguishing systems; door bell and alarm systems; window shades; screens; awnings; screen doors; storm and other detachable windows and doors; mantels; built-in cases, counters, closets, chests of drawers and mirrors; trees, hardy shrubs and perennial flowers; and other fixtures whether or not included in the foregoing enumeration.

The mortgagor agrees as follows:—in case any default in any condition of this mortgage shall exist for more than thirty days, the entire mortgage debt shall become due at the option of the holder;—in case any default in any condition of this mortgage shall occur, the holder, to cure such default, may apply any deposits or any sums credited by or due from the holder to the mortgagor without first enforcing any other rights of the holder against the mortgagor, any endorser or guarantor of the mortgage note, or the mortgaged premises;—no sale of the premises hereby mortgaged, no forbearance on the part of the holder, and no extension, whether oral or in writing, of the time for the payment of the whole or any part of the debt hereby secured or any other indulgence given by the holder to any persons other than the mortgagor, shall operate to release or in any manner affect the original liability of the mortgagor, notice of any such extensions or indulgences being waived;—to keep the mortgaged premises in repair and permit the mortgagee to inspect the same at such time as it desires.

The holder of this mortgage is hereby authorized to pay when due, or at any time thereafter; all Federal, State and municipal taxes, charges or assessments, and insurance premiums, upon the mortgage, note and mortgaged property and to charge the same to the account of the mortgagor, regardless of whether levied against the holder or mortgagor. In order to provide the mortgagee with sufficient funds with which to make said payments the mortgagor shall pay to the mortgagee on the thirteenth day of each month in addition to the payment of principal and interest provided for in the note secured by this mortgage, a monthly apportionment of the sum estimated by the mortgagee to be sufficient to make all said payments as they shall become due, and if the sum so estimated shall prove insufficient, the mortgagor shall pay the deficiency to the mortgagee upon demand.

The holder of this mortgage is hereby authorized to make partial releases at any time and to receive therefor such sum as shall seem proper to the holder and the amount so received shall be conclusive upon the mortgagor.

This mortgage, in addition to the other conditions contained herein and to the statutory conditions, is subject to the further condition that the mortgagor, in addition to insurance against fire, shall (when required by the mortgagee) insure the buildings now or hereafter standing on the premises against war risks and damages and against other casualties and contingencies in sums satisfactory to the mortgagee; and all insurance on said buildings shall be for the benefit of and first payable in case of loss to the mortgagee, and the mortgagor shall deposit all of said policies with the mortgagee.

The word "holder" as used herein shall be construed as descriptive of the mortgagee named herein and of any subsequent holder or holders hereof;—and the word "mortgagor" as used herein shall be construed as descriptive of the mortgagors named herein and of any subsequent owner or owners of the equity of redemption of the mortgaged premises.

All of the within covenants and agreements of the mortgagor are made by the mortgagor or mortgagors named herein for themselves, their heirs, executors, administrators, successors and assigns.

This mortgage is upon the Statutory Condition and upon further condition that all covenants and agreements on the part of the mortgagor herein contained or referred to shall be kept and fully performed, for any breach of which conditions or in the event of a sale or transfer of the mortgaged premises by the mortgagor the holder shall have the Statutory Power of Sale.

..... husband
..... of said mortgagor
..... wife

release to the mortgagee all rights of tenancy by the curtesy and other interests in the mortgaged premises. dower and homestead

Witness our hands and seals this 13th day of July 19 65

Edward J. Marrs

Edward J. Marrs

Eleanor C. Marrs

Eleanor C. Marrs

Commonwealth of Massachusetts

Essex ss. July 13 19 65

Then personally appeared the above named Edward J. Marrs and Eleanor C. Marrs.....

and acknowledged the foregoing instrument to be their free act and deed, before me

Clark S. Sears

Notary Public

My Commission expires --- 10 ---

CLARK S. SEARS

NOTARY PUBLIC

My Commission Expires April 13, 1968

Essex ss. Recorded July 14, 1965. 32 m. past 9 A. M. #63

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3 Hamilton Street, Salem, Massachusetts

I, Edward J. Marrs of 3 Hamilton Street, Salem, Essex County, Massachusetts ~~for~~ for consideration paid, and in full consideration of One Hundred Thirty Four Thousand Nine Hundred and 00/100 (\$134,900.00) Dollars grants to Richard B. Paul, Individually ^{Essex St} of Salem, Essex County, Massachusetts with quitclaim covenants

~~the books~~

[Description and encumbrances, if any]

A certain parcel of land with the buildings thereon situated at 3 Hamilton Street, Salem, Massachusetts and bounded and described as follows:

- BEGINNING at a stone bound at the Southeasterly corner of the Lot, thence running
- NORTHERLY Fifty-three and 05/100 (53.05) feet by land now or late of Marchand, and of Maloy, thence running
- WESTERLY by land now or late of Tracey and L'Heureux, Sixty-six (66) feet, to Hamilton Street, thence running
- SOUTHERLY by Hamilton Street, Fifty-five (55) feet, thence turning
- EASTERLY Six (6) feet from and parallel to a granite house foundation, Sixty-five (65) feet, to the point of beginning.

This parcel is conveyed subject to and with the benefit of easements, restrictions, agreements, and reservations of record, if any there be, insofar as the same may be in force and applicable.

For title see Deed from Frank A. Mason, Jr. and Joan M. Mason to Edward J. Marrs and Eleanor C. Marrs, dated July 14, 1965 and recorded with Essex South District Registry of Deeds in Book 5284, Page 481.

Witness my hand and seal this 14th day of December, 19 83

Edward J. Marrs
Edward J. Marrs

The Commonwealth of Massachusetts

Essex ss. December 14, 19 83

Then personally appeared the above named Edward J. Marrs, and acknowledged the foregoing instrument to be his free act and deed, before me

J. A. Barry
Notary Public — Justice of the Peace

My commission expires December 31, 19 83



(*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 thereof 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.

See
B9181
P531

183

MORTGAGE

THIS MORTGAGE is made this14th..... day of ...December..... 19 83, between the Mortgagor, ...Richard E. Paul, Individually..... (herein "Borrower"), and the Mortgagee, SALEM FIVE CENTS SAVINGS BANK....., a corporation organized and existing under the laws of the Commonwealth of Massachusetts ..., whose address is 210 Essex Street, Salem, Massachusetts 01970..... (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of .ONE HUNDRED EIGHT THOUSAND AND 00/100 (\$108,000.00)..... Dollars, which indebtedness is evidenced by Borrower's note dated December 14, 1983..... (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2014.....;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the City/TOWN of ...Salem..... County ofEssex....., Commonwealth of Massachusetts:

A certain parcel of land with the buildings thereon situated at 3 Hamilton Street, Salem, Massachusetts, and bounded and described as follows:

- BEGINNING at a stone bound at the Southeasterly corner of the Lot thence running
- NORTHERLY Fifty-three and 05/100 (53.05) feet by land now or late or Marchand, and of Maloy, thence running
- WESTERLY by land now or late of Tracey and L'Heureux, Sixty-six (66) feet, to Hamilton Street, thence running
- SOUTHERLY by Hamilton Street, Fifty-five (55) feet, thence turning
- EASTERLY six (6) feet from and parallel to a granite house foundation, Sixty-five (65) feet, to the point of beginning.

This parcel is conveyed subject to and with the benefit of easements, restrictions, agreements, and reservations of record, if any there be, insofar as the same may be in force and applicable.

For title, see deed of Edward J. & Eleanor C. Marrs, to be recorded herewith, which has the address of ...3, 100, 1100, 5, 1983..... Salem, (Street) (City)

MA 01970..... (herein "Property Address"); (State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable

attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage

to be immediately due and payable without further demand and Lender may invoke the STATUTORY POWER OF SALE and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to any other person required by applicable law, in the manner provided by applicable law. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to REDEEM. Notwithstanding Lender's acceleration of the sums secured by this Mortgage. Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all indebtedness including all principal, accrued interest and other charges under this Mortgage, the Note and notes securing Future Advances, if any; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; and (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees.

20. Assignment of Rents; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof of abandonment of the Property, Lender shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender shall be liable to account only for those rents actually received.

21. Future Advances. For the purposes permitted by applicable law and upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US\$.....

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without cost to Borrower. Borrower shall pay all costs of recordation, if any.

23. This mortgage is upon the STATUTORY CONDITION for any breach of which the mortgagee shall have the STATUTORY POWER OF SALE.

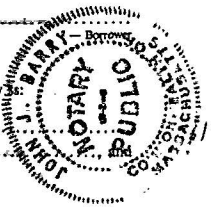
IN WITNESS WHEREOF, Borrower has executed this Mortgage under seal.

Witness:

Richard B. Paul
Richard B. Paul - Borrower

COMMONWEALTH OF MASSACHUSETTS, Essex County

On this day of, 19...., before me personally appeared.....
Richard B. Paul
acknowledged the foregoing to be his free act and deed.



My Commission expires:

December 23, 1989

John J. Barry
Notary Public

ADJUSTABLE RATE NOTE RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this 14th day of December, 1983, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to SALEM FIVE CENTS SAVINGS BANK (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 3 Hamilton Street, Salem, Massachusetts 01970.

Property Address
Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 10.5%. The Note interest rate may be increased or decreased on the 1st day of the month beginning on March 1, 1983, and on that day of the month every 12 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the:
[Check one box to indicate Index.]

- (1) "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.
- (2)

[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.]

- (1) There is no maximum limit on changes in the interest rate at any Change Date.
 - (2) The interest rate cannot be changed by more than .2. percentage points at any Change Date.
- If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

Witness;

[Handwritten Signature]

[Handwritten Signature: Richard B. Paul] (Seal)
Richard B. Paul - Borrower

(Seal)
- Borrower

**If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.*

SFCSB 9/82

2

25

Richard B. Paul for consideration paid, and in full consideration of Two Hundred and Ninety Thousand (290,000.00) Dollars grants to Richard S. Jendrysik and Pamela M. Jendrysik, Husband and Wife as Tenants by the entirety

of 3 Hamilton Street, Salem Essex County, Massachusetts with quitclaim covenants.

A certain parcel of land with the buildings thereon situated at 3 Hamilton Street, Salem, Massachusetts and bounded and described as follows:

- BEGINNING: at a stone bound at the Southwesterly corner of the Lot, thence running
- NORTHERLY: Fifty-three and 05/100 (53.05) feet by land now or late of Marchand, and of Maloy, thence running
- WESTERLY: by land now or late of Tracy and L'Heureux, Sixty-six (66) feet, to Hamilton Street, thence running
- SOUTHERLY: By Hamilton Street, Fifty-five (55) feet, thence turning
- EASTERLY: Six (6) feet from and parallel to a granite house foundation, Sixty-five (65) feet, to the point of beginning.

This parcel is conveyed subject to and with the benefit of easements, restrictions, agreements, and reservations of record, if any there be, insofar as the same may be in force and applicable.

For title see Deed from Edward J. Marrs and Eleanor C. Marrs dated December 14, 1983 and recorded with Essex South District Registry of Deeds in Book 7294 Page 591.

WITNESS my hand and seal this 30th day of October 1996

Richard B. Paul
Richard Paul

THE COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

October 30, 1996

Then personally appeared the above named Richard B. Paul and acknowledged the foregoing instrument to be his free act and deed before me

Mail to
Richard & Pamela Jendrysik
3 Hamilton St
Salem MA

Carroll Edward Ayers
Notary Public
CARROLL EDWARD AYERS
Notary Public - Massachusetts
My Commission Expires April 24, 1998

CANCELLED
02 OCT 1996 REG-11
ESSEX SOUTH

10/30/96

TAX 1322.40
CASH 1322.40

5852A000 14119
EXCISE TAX

1
K
2

01/2

We, Richard S. Jendrysik and Pamela M. Jendrysik, Husband and Wife

of Salem, Massachusetts

For consideration paid, and in full consideration of One Dollar (\$1.00)

Grant to Edward S. Jendrysik and Meghan A. Jendrysik as tenants in common reserving a life estate in the grantees, Richard S. Jendrysik and Pamela M. Jendrysik

of 3 Hamilton Street, Salem, MA

with Quitclaim Covenants

A certain parcel of land with the buildings thereon situated at 3 Hamilton Street, Salem, Massachusetts and bounded and described as follows:

BEGINNING	at a stone bound at the Southwesterly corner of The Lot, thence running;
NORTHERLY	Fifty-three and 05/100 (53.05) feet by land now or late of Marchand, and of Maloy, thence running
WESTERLY	by land now or late of Tracy and L'Heureux, Sixty-six (66) feet, to Hamilton Street, thence Running
SOUTHERLY	by Hamilton Street, fifty-five (55) feet, thence turning
EASTERLY	Six (6) feet from the parallel to a granite House foundation, sixty-five (65) feet, to the Point of beginning

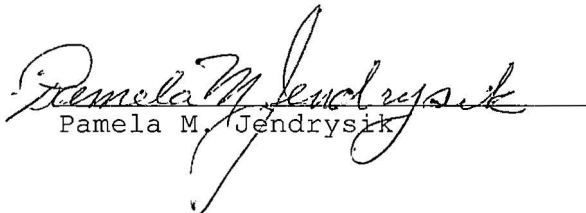
This parcel is conveyed subject to and with the benefit of easements, restrictions, agreements, and reservations of record, if any there be, insofar as the same may be in force and applicable.

The grantors herein reserves the right to use and occupy the real estate and the right to sell or mortgage during their lifetime. No notice to, or assent by, the grantees, herein or their assigns shall be necessary in connection with any exercise of the rights retained by the grantor herein.

Property Address: 3 Hamilton Street, Salem, MA

Meaning and intending to convey and hereby conveying the same premises conveyed to us by Deed of Richard B. Paul dated October 30, 1996 and recorded in Book 13821 Page 397.

Witness our hands and seals this 29 day of July, 2015


Pamela M. Jendrysik


Richard S. Jendrysik

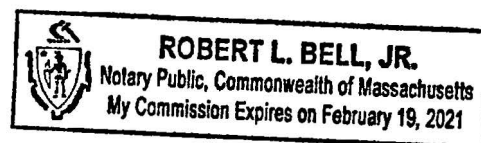
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

July 29, 2015

On this 29 day of July, 2015 before me, the undersigned notary public, personally appeared Richard S. Jendrysik and Pamela M. Jendrysik, proved to me through satisfactory evidence of identification, which were MA Driver Lic or is personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.


Notary-
My Commission Expires:



Massachusetts Cultural Resource Information System

Scanned Record Cover Page

Inventory No:	SAL.1032
Historic Name:	Pickering, John House
Common Name:	Donnell, S. Howard - Benson, George House
Address:	3 Hamilton St
City/Town:	Salem
Village/Neighborhood:	Central Salem
Local No:	25-422
Year Constructed:	c 1922
Architect(s):	
Architectural Style(s):	Colonial Revival
Use(s):	Single Family Dwelling House
Significance:	Architecture
Area(s):	SAL.HJ: Chestnut Street Historic District SAL.HU: McIntire Historic District
Designation(s):	Nat'l Register District (08/28/1973); Local Historic District (03/03/1981)
Building Materials(s):	Roof: Slate Wall: Wood; Wood Clapboard Foundation: 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.

The MACRIS database and scanned files are highly dynamic; new information is added daily and both database records and related scanned files may be updated as new information is incorporated into MHC files. Users should note that there may be a considerable lag time between the receipt of new or updated records by MHC and the appearance of related information in MACRIS. Users should also note that not all source materials for the MACRIS database are made available as scanned images. Users may consult the records, files and maps available in MHC's public research area at its offices at the State Archives Building, 220 Morrissey Boulevard, Boston, open M-F, 9-5.

Users of this digital material acknowledge that they have read and understood the MACRIS Information and Disclaimer (<http://mhc-macris.net/macrisdisclaimer.htm>)

Data available via the MACRIS web interface, and associated scanned files are for information purposes only. THE ACT OF CHECKING THIS DATABASE AND ASSOCIATED SCANNED FILES DOES NOT SUBSTITUTE FOR COMPLIANCE WITH APPLICABLE LOCAL, STATE OR FEDERAL LAWS AND REGULATIONS. IF YOU ARE REPRESENTING A DEVELOPER AND/OR A PROPOSED PROJECT THAT WILL REQUIRE A PERMIT, LICENSE OR FUNDING FROM ANY STATE OR FEDERAL AGENCY YOU MUST SUBMIT A PROJECT NOTIFICATION FORM TO MHC FOR MHC'S REVIEW AND COMMENT. You can obtain a copy of a PNF through the MHC web site (www.sec.state.ma.us/mhc) under the subject heading "MHC Forms."

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

This file was accessed on: Monday, January 20, 2020 at 2:00: PM

SAL. 1032

FORM B - BUILDING

NRDIS 8/28/73; LHD 3/3/81

Assessor's number
25-422

USGS Quad
Salem

Area(s)
HU

Form Number
1032

115



Town Salem
Place (neighborhood or village) Central Salem

Address 3 Hamilton Street
Historic Name John Pickering House

Uses: Present Residential
Original Residential

Date of Construction c.1922

Source directories

Style/Form Colonial Revival

Architect/Builder unknown

Exterior Material:

Foundation Concrete

Wall/Trim Wood Clapboard

Roof Slate

Outbuildings/Secondary Structures

none

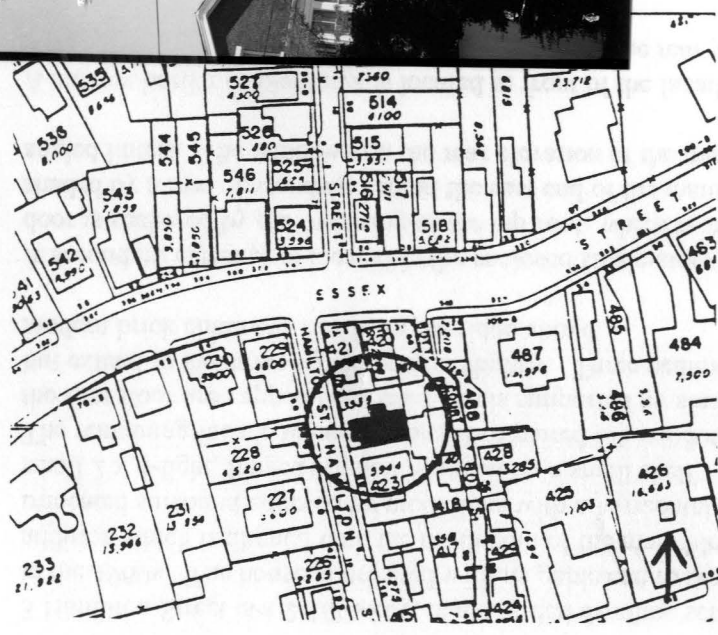
Major Alterations (with dates) 1962 - moved to present site.

Condition excellent

Moved no yes Date 1962

Acreeage 3539 SF

Setting densely built-up area of 19th and early 20th century residences



Recorded by Lisa Mausolf
Organization Salem Planning Department
Date (month/year) June 1998

RECEIVED

SEP 30 1998

Follow Massachusetts Historical Commission Survey Manual instructions for completing this form.

MASS. HIST. COMM

BUILDING FORM (3 Hamilton Street)

ARCHITECTURAL DESCRIPTION

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

3 Hamilton Street is a 2 1/2-story, clapboarded dwelling set above a concrete foundation, reflecting its move to its present site in the 1960s. The house is oriented with its gable end to the street, the west gable is fronted by a narrow, two-story, gabled addition which is aligned with the north wall of the main block. Centered on the south elevation, the main entrance displays a trabeated surround adorned by modillions with a horizontal panel over the door opening. To either side of the doorway is a small 2 x 4-light, hinged window, capped by a small shelf. Above the entrance there is a 8/8 window with molded surround. The remaining facade windows consist of paired 6/6 windows, with each pair separated by a raised vertical panel. Those on the first floor are capped by angled lintels supported by small brackets; the tops of those on the second floor lack the lintels but extend to the eaves which project slightly. Three pedimented dormers rise from the south slope of the slate roof. Two modern brick chimneys rise from the ridge above.

A secondary entrance is located in the enclosed single-story porch on the south side of the west wing. The modern wooden door is sheltered by the overhang of the hip roof, which is supported by a single bracket. A wooden deck fronts the wing, shaded by a tree. Extending behind the east end of the main block is a 2 1/2-story ell displaying the same 6/6 windows with angled lintels. The windows on the rear elevation of the main house have plain surrounds.

A narrow border of plantings is located in front of the facade which is nearly the south lot line. There is a six-foot high vertical board fence along the street and enclosing the rear yard.

HISTORICAL NARRATIVE

Describe 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.

This house was moved to its present site from 2 Pickering Street about 1962. It was originally constructed for John Pickering c.1922 in the yard of the Pickering House at 18 Broad Street. John Pickering, employed in the cotton waste trade, lived here with his wife, Ruth until about 1935 when they moved to 30 Chestnut Street. The house was occupied by the family of Peabody lawyer, S. Howard Donnell from about 1937 until 1945. George Benson occupied the property from c.1950 to c.1960. The house appears to have been moved in 1962 for Frank and Joan Mason. Frank Mason was employed as a broker with Meredith and Grew in Boston. The house has changed hands several times since that time and continues to be used as a single-family residence.

This house was preceded on the Hamilton Street site by an early 20th century residence. By 1941 directories no longer include a listing for 3 Hamilton Street; the fate of the earlier house is unknown.

BIBLIOGRAPHY and/or REFERENCES

Hopkins, G.M. Atlas of Salem, Massachusetts. Philadelphia: 1874.
McIntyre, Henry C.E. Map of the City of Salem. Philadelphia: 1851.
Reardon, Elizabeth. Salem Historic District Study Committee Investigation, 1969.
Richards, L.J. Atlas of the City of Salem, Massachusetts, 1897.
Salem City Directories, 1836-1970.
Walker Lithograph and Publishing Company. Atlas of the City of Salem, Massachusetts. Boston: 1911.

Recommended for listing in the National Register of Historic Places. If checked, you must attached a completed National Register Criteria Statement form.

INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

SALEM

3 HAMILTON ST

Area(s)

Form No.

SAL.HJ, SAL.HU

SAL.1032

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



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JUN 20 2017

MASS. HIST. COMM.

SAL. 1032

NRDIS 8/28/73; LHD 3/3/81



FEB 1996

Assessors' Number	USGS Quad	Area(s)	Form Number
25-422	Salem	HU	1032

Town Salem
Place (neighborhood or village) Central Salem
Address 3 Hamilton St.

Historic Name Frank Mason House

Uses: Present Single-family dwelling
 Original Single-family dwelling

Date of Construction c. 1963

Style/Form Colonial Revival

Architect/Builder

Exterior Material:

Foundation concrete

Wall clapboard

Roof slate

Outbuildings/Secondary Structures

none

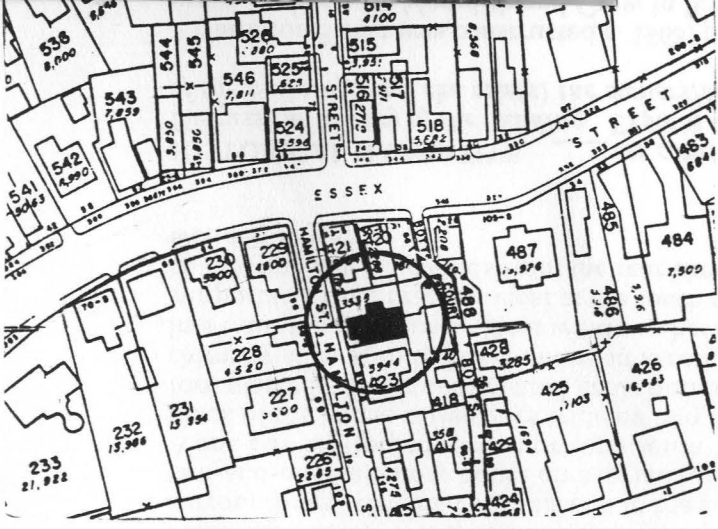
Major Alterations (with dates)

none

Condition excellent

Moved x no yes Date

Acreage less than 1 acre



Recorded by Kim Withers Brengle
Organization Salem Planning Department
Date Recorded 1/96

Setting Densely built area of 19th and early 20th century residences.

RECEIVED

JUL 08 1996

MASS. HIST. COMM.

BUILDING FORM

3 Hamilton St., Salem

ARCHITECTURAL DESCRIPTION ____ *see continuation sheet*

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

3 Hamilton Street is one of very few mid-to-late twentieth century houses in the district (see also 4 Pickering Street). It is a Colonial Revival style house, well-designed to be compatible with its surroundings. Oriented with its end to the street, standing close to the south edge of the lot, it is a two-and-one-half-story house on a rectangular plan with a two-story ell extending from the west end. A one-bay hip-roofed section projects south from the ell, and contains a secondary entry. The main block of the house is five bays wide by two bays deep; the ell extends one bay. It has a side-gable roof pierced by four pedimented gable dormers (three at the S and one at the N) and an interior end chimney at each end. The foundation is concrete, and the walls are clapboard. The center entry is set in a trabeated surround. Most windows have 6/6 sash, some paired. Slightly projecting window caps supported by tab brackets exist at the south elevation. Small windows flank the main entry. A one bay by one bay ell extends from the rear elevation, and has a rear entry. The yard is enclosed by a wooden fence.

HISTORICAL NARRATIVE ____ *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.

3 Hamilton Street was constructed c. 1963, probably for Frank A. and Joan M. Mason. Frank Mason was a broker with Meredith and Grew in Boston. The house has changed owners several times since its construction, and continues to be used as a single-family residence.

The site on which it stands had been developed by 1851, when Joseph Smith's Livery Stables stood between 1 Hamilton Street and 20-22 Chestnut Street. Several buildings stood on the property, which was owned by Smith's estate as late as 1897. By 1911 a house stood on the site. According to the atlas of that year 5 Hamilton (as it was then listed) was owned by Rebecca, who owned and occupied the adjacent house at 7 Hamilton Street. City directories list the occupant of this house between 1910 and 1940 as Anna Fessenden, assistant librarian at the Salem Athenaeum. The address disappeared from city directories in 1941; the fate of the earlier house is unknown.

BIBLIOGRAPHY and/or REFERENCES ____ *see continuation sheet*

- Hopkins, G. M. Atlas of Salem, Massachusetts. Philadelphia, 1874.
- McIntyre, Henry C. E. Map of the City of Salem. Philadelphia, 1851.
- Richards, L. J. Atlas of the City of Salem, Massachusetts.... 1897.
- Salem City Directories, 1836-1970.
- Walker Lithograph and Publishing Co. Atlas of the City of Salem, Massachusetts. Boston, MA, 1911.

____ Recommended for listing in the National Register of Historic Places. *If checked, you must attach a completed National Register Criteria Statement form.*



MUSIC

Development of town/city

SAM HR, Block 25 LOT 422. 469
 2. Town Salem SAL. 1032

Street address 5 Hamilton St
 Name Place - CS Area - HU, HT

Original use _____

Present use Residence

Present owner _____

Open to public _____

Date 1900? Style CR?

Source of date SHD SC.
See Reverse

Architect _____

3. CONDITION: Excellent Good Fair Deteriorated Moved Altered Added _____

4. DESCRIPTION

FOUNDATION/BASEMENT: High Regular Low Material: _____

WALL COVER: Wood Clapboard Brick Stone Other _____

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

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

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

PORCHES: 1 2 3 4 Portico _____ Balcony Recessed: _____

FACADE: Gable end: Front/Side Ornament: _____

Entrance: Side Front: Center/Side Details: _____

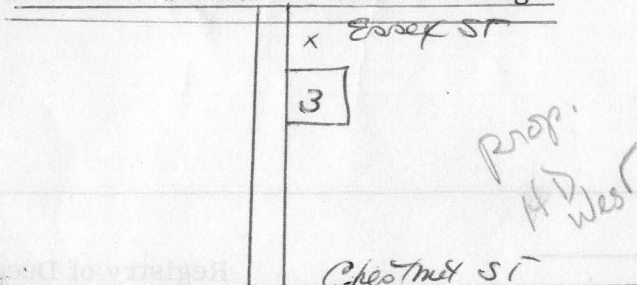
Windows: Spacing: Regular Irregular Identical/Varied 6/6

Corners: Plain Pilasters Quoins Cornerboards

OUTBUILDINGS _____

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

6. Footage of structure from street 5
 Property has _____ feet frontage on street



Recorder _____

For _____

Photo _____

Date E-05-258-1-469

NOTE: Recorder should obtain written permission from Commission or sponsoring organization before using this form.

SEE REVERSE SIDE

RELATION OF SURROUNDING TO STRUCTURE

SM 1032

Neighboring Structures

Style: Colonial Federal Greek Revival Gothic Revival Italian Villa Lombard Rom. Venetian Gothic Mansard Richardsonian

Type Buildings: _____ Conditions: Excellent Good Fair Deteriorated

Use: Residential Commercial Religious Proximity: _____

Landscape Features: Agriculture Open Wooded Garden: Formal/Informal

Predominant Features _____

Landscape Architect _____

GIVE A BRIEF DESCRIPTION OF HISTORIC IMPORTANCE OF SITE (Refer and elaborate on theme circled on front of form)

III, p. 91

#5 Hamilton Street.

RATING: THREE. PERIOD: TWENTIETH CENTURY--Colonial Revival

This two-story, pitch roof, wooden house was formerly in the yard of the Pickering House on Broad Street.

BIBLIOGRAPHY AND/OR REFERENCE

RESTRICTIONS

Original Owner: _____
Deed Information: Book Number _____ Page _____

Registry of Deeds