

HISTORIC SALEM INC

5 Phelps Street

Built for
Paul N. Chaput
Real Estate and Insurance Broker
1916

Replaced a single-family house burned in the Great Salem Fire of 1914

Researched and written by Jen Ratliff
March 2020

Historic Salem Inc.
The Bowditch House
9 North Street, Salem, MA 01970
(978) 745-0799 | HistoricSalem.org
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5 Phelps Street, c. 2018
City of Salem Assessor's Office

Despite sitting on the outskirts of downtown Salem, the history of the Greater Endicott Street Neighborhood has deep colonial roots. During King Philip's War a large palisade wall was constructed near the present intersection of Broad and Jackson streets to defend Salem's western edge against French and Indian attacks. This wall intersected the farmland of Col. John Hathorne (1641 - 1717), who would serve as a magistrate during the Salem Witchcraft Trials in 1692. Famously, Hathorne is the great-great grandfather of author and Salem-native, Nathaniel Hawthorne (1804 - 1864).¹

Development from pastureland to residential and commercial use in this area came slowly. Phelps Street would later be laid out on Hathorne's former farmland. The street first

¹ Perley, Sidney. "Part of Salem in 1700. No. 6." *The Essex Antiquarian*. Vol. V, No. 3 (March 1901), Salem, MA. p. 34

appears as Phelps' Lane on an 1820 map, running parallel to Circus Street (now Hathorne Street.)² The neighborhood continued to develop as Salem expanded southwest. At the end of the 19th century, industrial jobs in nearby Blubber Hollow attracted local laborers and immigrants to the area, causing a surge in construction of single and multi-family homes.

On June 25, 1914, the Great Salem Fire began at the Korn Leather Factory on Boston Street, less than .5 mile from 5 Phelps Street. This conflagration destroyed greater than 1,600 buildings over 250 acres, including all of Phelps Street. More than 14,000 Salemites were displaced from their homes.

Present day 5 Phelps Street is an example of a Colonial Revival, multi-family home, constructed after the Great Salem Fire of 1914. Like other homes on the street, such as #2, #7, and #20, this structure features two-story bay windows and Doric columns. The home replaced the single-family home of Ellen Lever Thornton (1849-1936) and her family.

Ellen Thornton was born in Ireland in 1849, at the age of 16, she immigrated to the United States. On October 24, 1875, she married Peter Thornton, a teamster, also from Ireland, at the Church of Immaculate Conception in Salem.³ Together the couple had eight children, at least two of which died before age 5. ⁴ In 1886, Ellen purchased 5 Phelps Street for \$1,000. Her husband, Peter co-signed for a mortgage of \$500.⁵ In 1898, Ellen's husband, Peter passed away at the age of 49. The cause of his death is unknown. Ellen and her children continued to live at 5

² Saunders, Jonathan Peele. "Plan of the Town of Salem in the Commonwealth of Massachusetts from actual Surveys made in the years 1796 & 1804: with the improvements and alterations since that period as Surveyed by Jonathan P. Saunders." Map, 1820.

³ New England Historic Genealogical Society; Boston, Massachusetts; Massachusetts Vital Records, 1911–1915

⁴ Tenth Census of the United States, 1880. Census Place: Salem, Essex, Massachusetts; Roll: 532; Page: 589C; Enumeration District: 230

⁵ Southern Essex County Registry of Deeds, 116-194

Phelps Street until June 1914 when the Great Salem Fire destroyed their home and much of the surrounding area. Ellen claimed \$3,000 in insurance following the fire and removed her family to nearby 3 Warren Court.⁶ Following the Fire, 5 Phelps Street sat vacant until May 31, 1916, when Ellen Thornton sold the land to Paul N. Chaput.⁷

Paul N. Chaput, (1864 - 1945) was a prominent member of Salem's French-Canadian community. Paul was born in Canada in 1864 and immigrated to the United States in 1870 at age 6.⁸ By 1887, Paul married his wife Josephine and together the couple adopted two sons, Joseph and George. In the early 20th century, Paul owned several businesses in Salem's Point Neighborhood. These businesses included a grocery store at 17 Congress, a shoe store at 83 Harbor Street, and an appliance and housewares store at 16 Congress Street.⁹ Around 1906, Chaput transitioned to working as a real estate and insurance agent. He is listed on the deeds of dozens of homes.¹⁰

Due to the Great Salem Fire of 1914, Paul and his wife Josephine lost five properties including their businesses on Congress Street and their family home at 11 Gardner Street, an estimated loss of \$30,500.¹¹ Following the fire, Paul and his family moved to 21 Hancock Street.¹² Over the next few years, Paul purchased multiple plots in Salem's burned-out areas to rebuild and sell new homes. This included 5 Phelps Street, which Chaput and contractor

⁶ F. W. Dodge Company, "Data on Burned District at Salem, Mass." (1914) Salem State University Archives and Special Collections

⁷ Southern Essex County Registry of Deeds, 2332-481

⁸ 1910 United States Federal Census, Salem Ward 5, Essex, Massachusetts; Roll: T624_588; Page: 15A; Enumeration District: 0473; FHL microfilm: 1374601

⁹ City Directory, Salem, MA., 1905 pg. 1405

¹⁰ Southern Essex County Registry of Deeds, Index Book 1880-1940

¹¹ F. W. Dodge Company, "Data on Burned District at Salem, Mass." (1914). Pg. 4

¹² City Directory, Salem, MA., 1915-1916

Hormidas Hade purchased from Ellen Thornton on May 31, 1916.¹³ Five months later, the new home was complete and on October 30, 1916, Hade sold the home to widow Winifred Burke. In 1929, Paul incorporated the Paul N. Chaput Insurance Agency, which now operates on Margin Street under the name John J. Walsh Insurance Agency, Inc.¹⁴

The Burke Family, 1916-1951

Winifred Dolan Burke (1860 - c. 1942) was born in Ireland in 1860. In 1875, at the age of 15, Winifred immigrated to the United States. In 1880, she married Thomas Burke, an edge setter in the shoe industry, also from Ireland. Together, the couple had eleven children, eight of which survived infancy.¹⁵ The couple moved around Salem a bit, settling briefly on Vale Street, May Street, and Lynn Street before purchasing a home at 14 Phelps Street in May 1887.¹⁶ On July 24, 1912, Thomas passed away, widowing Winifred at the age of 52.¹⁷ Two years later, Winifred and her children lost their family home at 14 Phelps Street to the Great Salem Fire of 1914. Following the fire, the family briefly relocated to Peabody, living on Main Street.¹⁸ Winifred claimed \$3,125 in insurance money due to the fire and in October 1916, the Burke family returned to Phelps Street, purchasing the newly constructed 5 Phelps Street from contractor Hormidas Hade.¹⁹ In 1925, Winifred and Thomas' oldest child, Mary A. Burke (1882-

¹³ Southern Essex County Registry of Deeds, 2332-481 and 2338-458

¹⁴ www.walshinsurance.com

¹⁵ *United States Federal Census, Year: 1900; Census Place: Salem Ward 3, Essex, Massachusetts; Page: 5; Enumeration District: 0449; FHL microfilm: 1240647*

¹⁶ Southern Essex County Registry of Deeds, 1198-21

¹⁷ City Directory, Salem, MA., 1914

¹⁸ City Directory, Salem, MA., 1915

¹⁹ Southern Essex County Registry of Deeds, 2332-481 and 2338-458

Unknown), inherited the family home. At the time, Mary worked as a salesperson at W.G. Webber Co., a dry goods store at 240 Essex Street.²⁰ Mary shared the home with her brothers Edward and Daniel and their families.²¹ After 35 years in the Burke family, Mary sold 5 Phelps Street to Santo Tollo, a machinist, and his wife Jennie for \$12,000.²²

The Tollo Family, 1951-1998

Santo Tollo (1914-1972) was born in Roxbury, Massachusetts on May 12, 1914.²³ In 1939, he married Jennie Thresa Ficarra (1910-1998) of Salem. Jennie grew up in the city's Italian neighborhood, living with her family at 12 High Street.²⁴ At the time of their marriage, Santo worked in Boston at the Golden Dome Bottling Company and Jennie was listed as a lamp worker in Salem.²⁵ The couple settled at 75 Summer Street in Salem in 1940 but quickly returned to Jennie's family home at 12 High Street.²⁶ Over the next few years, Santo worked as a machinist at General Electric in Lynn, at local bottling companies, and as a chauffeur. Together the couple had three children, James (1940-2017), Nancy (1941-Living), and John (1944-Living). In July 1951, Santo and Jennie purchased the home at 5 Phelps Street. The home would remain in their family for the next 37 years.²⁷ In June 1963, Santo and Jennie's daughter, Nancy married Richard

²⁰ City Directory, Salem, MA., 1924

²¹ *United States Federal Census, Year: 1940; Census Place: Salem, Essex, Massachusetts; Roll: m-t0627-01589; Page: 3B; Enumeration District: 5-343*

²² Southern Essex County Registry of Deeds, 3833-35

²³ The National Archives in St. Louis, Missouri; St. Louis, Missouri; Draft Registration Cards for Massachusetts, 10/16/1940-03/31/1947; Record Group: Records of the Selective Service System, 147; Box: 970

²⁴ City Directory, Salem, MA., 1930-1939

²⁵ The National Archives in St. Louis, Missouri; St. Louis, Missouri; Draft Registration Cards for Massachusetts, 10/16/1940-03/31/1947; Record Group: Records of the Selective Service System, 147; Box: 970

²⁶ City Directory, Salem, MA., 1940-1945

²⁷ Southern Essex County Registry of Deeds, 3833-35

Beausoliel, a barber, also from Salem. The couple moved to 5 Prince Street.²⁸ Santo Tollo passed away in 1972 and in 1986, Nancy purchased the family home at 5 Phelps Street from her mother, Jennie. Nancy and her husband, Richard lived in the home until February 1998, when Nancy sold the home to Dennis R. Harrison.²⁹ Less than a year later, Dennis sold the home to Maureen Cavanaugh, who as of 2020 still owns the home through the Maureen Cavanaugh Family Realty Trust.³⁰

²⁸ Marriage announcement 21 -- no title. 1963. Boston Globe (1960-1988), Jun 02, 1963.

²⁹ Southern Essex County Registry of Deeds, 8730-15

³⁰ Southern Essex County Registry of Deeds, 15695-124

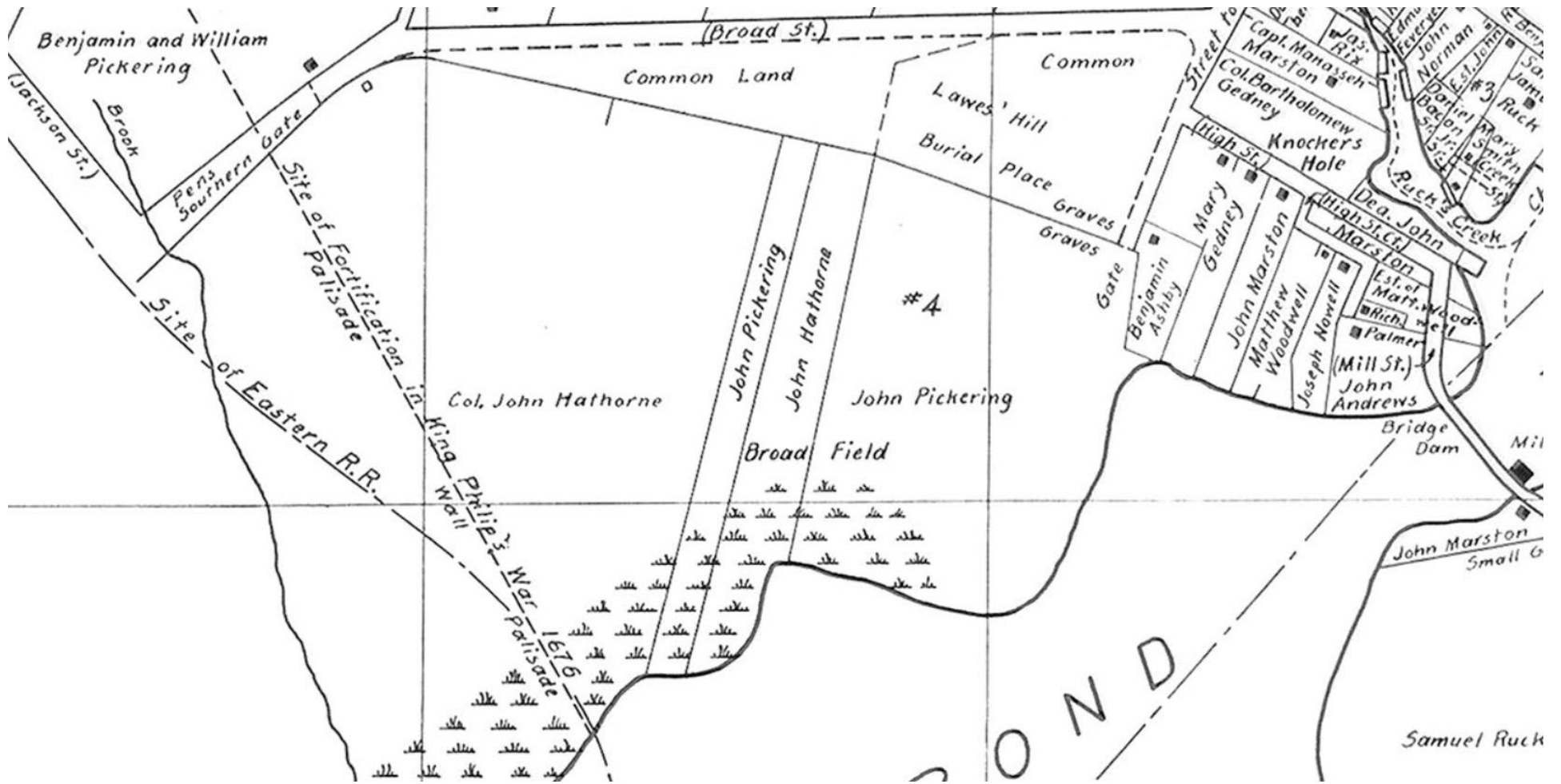
SOURCES

COMPILED BY JEN RATLIFF

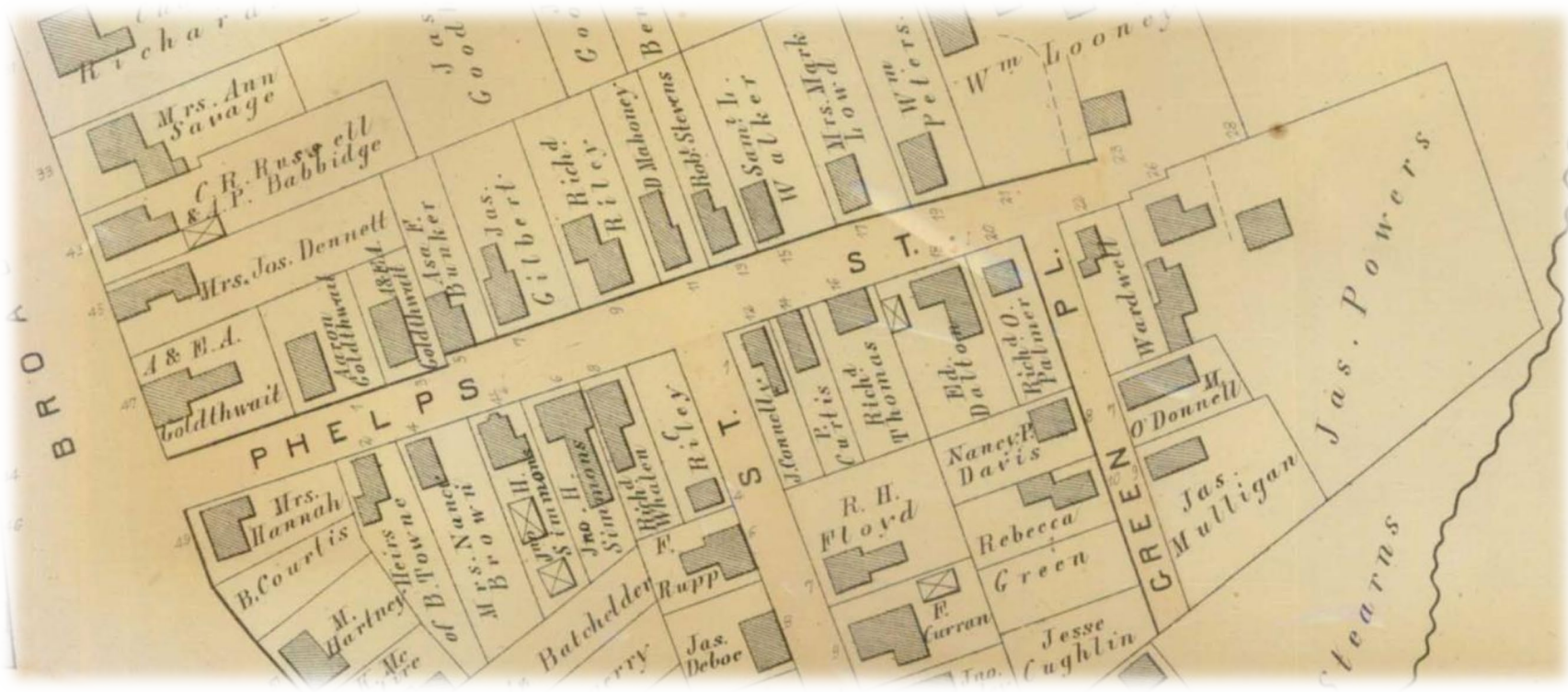
Name	Years of Ownership	Number of Years	Purchase Price	Deed Referenced	Notes Additional Documents or Deeds
Ellen Thornton Peter Thornton	1886-1916	30	\$1,000	116-194	"Dwelling house and other buildings" #26 in City Plans
Paul N. Chaput Josephine Chaput	1916	< 1	considerations paid	2332-481	No buildings mentioned
Hormisdas Hade Alice Hade	1916	< 1	\$1 and other considerations paid	2338-458	"Buildings thereon"
Winifred Burke	1916-1925	9	\$3,800 remaining mortgage	2345-548	"Buildings thereon"
Mary A. Burke	1925-1951	26	considerations paid	2664-461	Daughter of Winifred Burke
Jennie T. Tollo Santo Tollo John F. Tollo	1951-1986	35	\$12,000	3833-35	5320-614 5700-461
Nancy J. Beausoliel	1986-1998	12	\$140,000	8730-15	Daughter of Santo and Jennie
Dennis R. Harrison	1998-1999	< 1	\$200,000	14591-439	
Maureen Cavanaugh Cavanaugh Family Realty Trust	1999-2020+	20+	\$208,000	15695-124	22949-58 36390-150 36691-18

The current home replaced a single-family home owned by Ellen Thornton and her husband Peter Thornton which was destroyed in the Great Salem Fire of 1914.

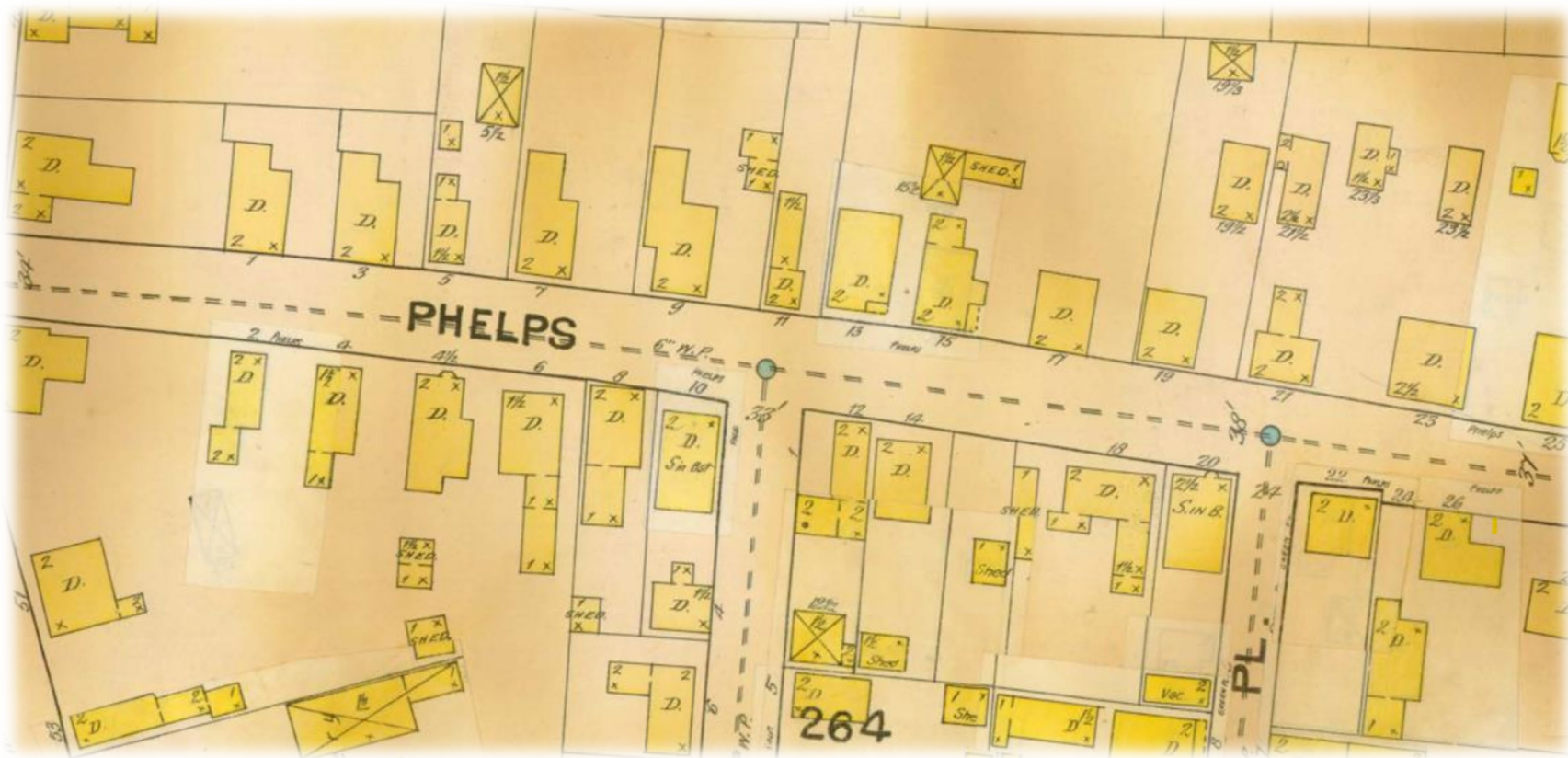
Residents	Directory Year	Notes
Mrs. Winifried Burke Mary A. Burke Daniel F. Burke	1917-1952 Owned 1916-1951	Address not listed in 1929-1931 Appears in 1930 Census at this address
Santo Tollo and Jennie T. Tollo Nancy J. Tollo Bev Tollo James S. Tollo	1951-1958 Owned: 1951-1986	Santos: Machinist, United States Marine Corp Bev: Clerk Net&T James: United States Navy
Richard and Nancy Beausoleil	1993-1998 Owned: 1986-1998	Richard: Barber



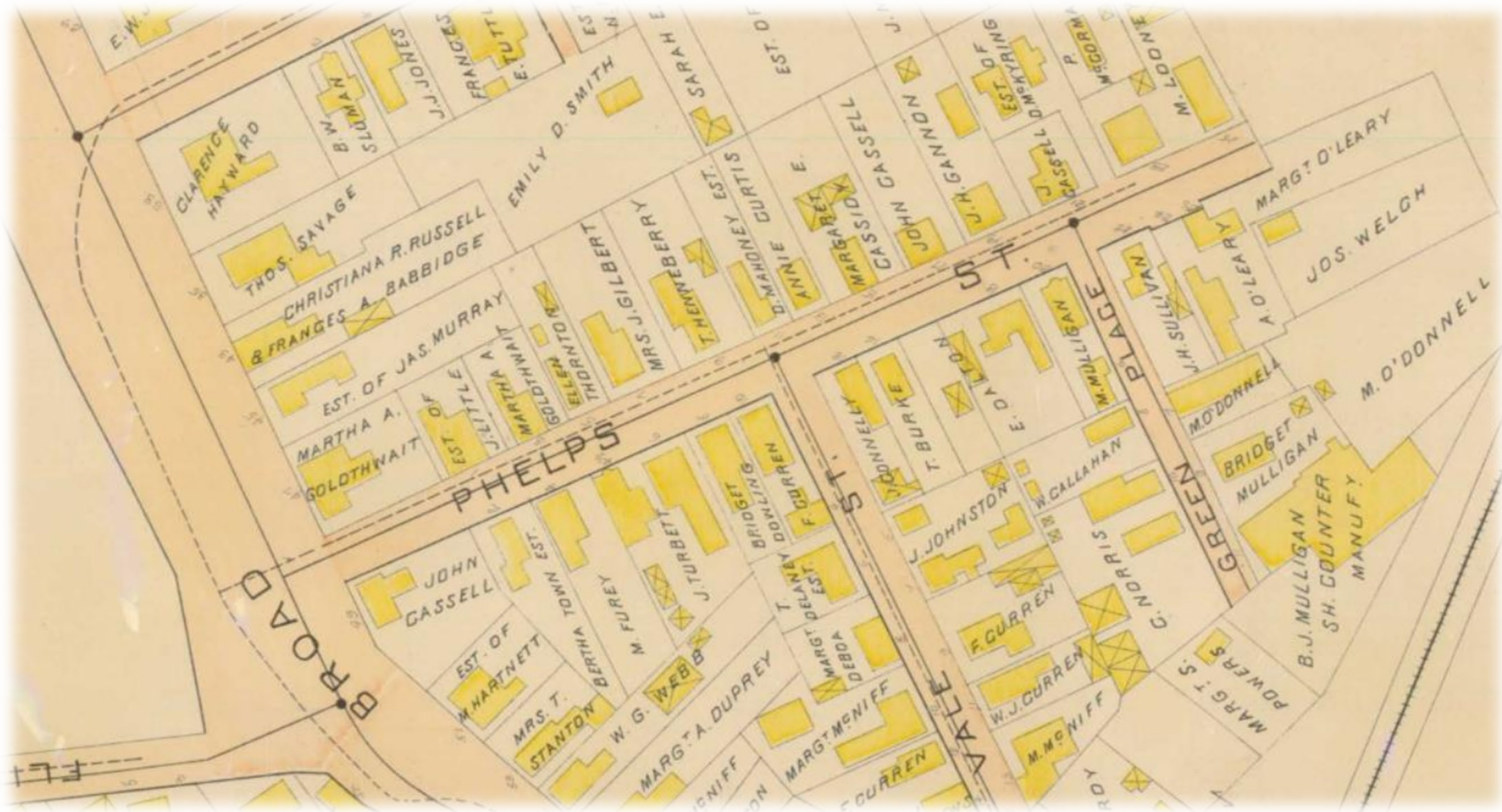
Map of Salem in 1700 by Sydney Perley



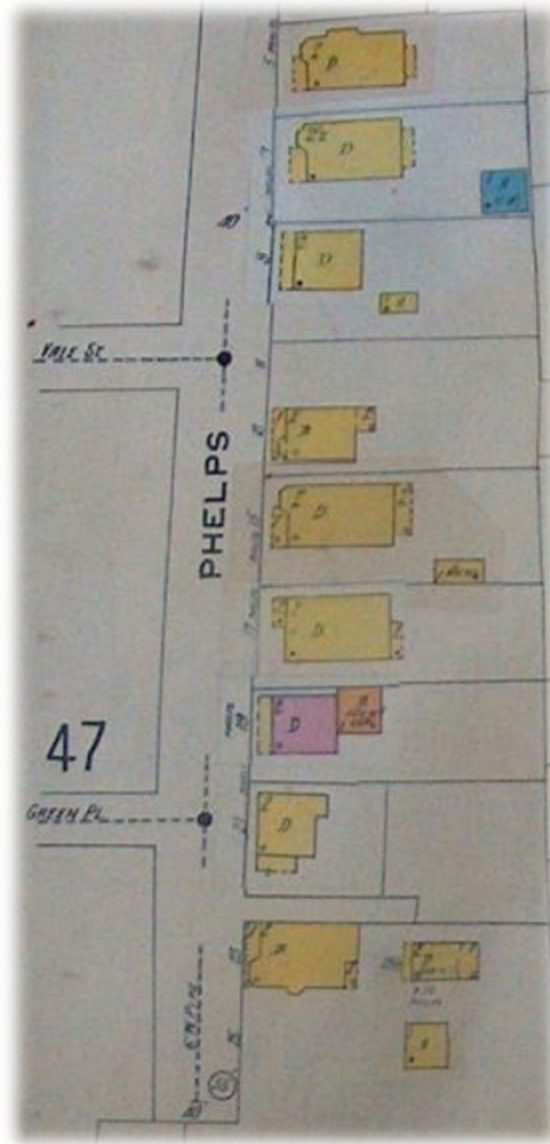
Detail from Salem Atlas, 1874 (Plate G)



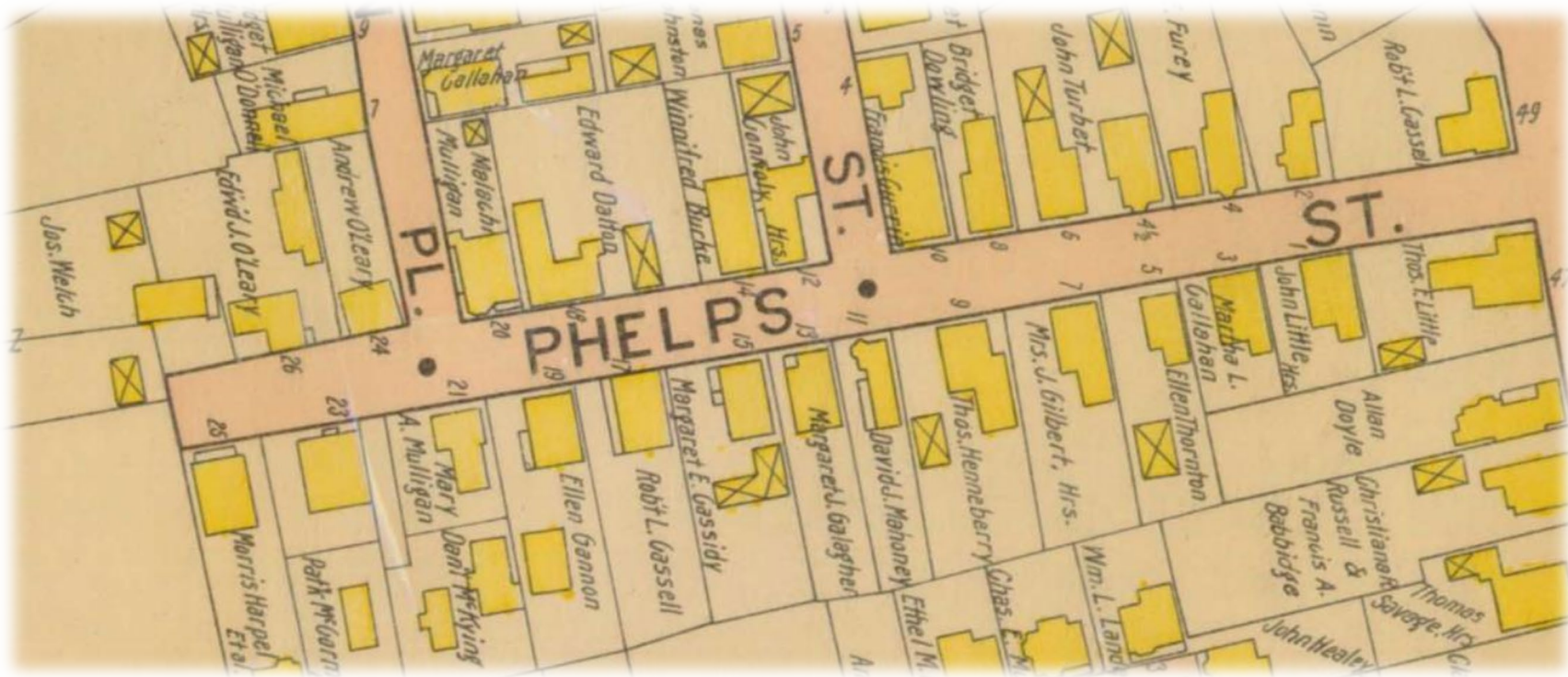
Detail from Salem Atlas, 1890-1903 (Plate 24)



Detail from Salem Atlas, 1897 (Plate 6)



Detail from Salem Atlas, 1906-1938 (Plate 48)



Detail from Salem Atlas, 1911 (Plate 16)

Ellen Thornton

5 Phelps

Residence and stable (Wood)

Assessed Land Value: \$1400

Assessed Building Value: \$400

Insurance on Building \$2500

Insurance on Contents: \$500

*F. W. Dodge Company, "Data on Burned District at Salem, Mass."
(1914) Salem State University Archives and Special Collections*



Grave of Ellen and Peter Thornton – St. Mary's Cemetery – Salem, Massachusetts
(Findagrave.com Memorial ID: [157233323](#))



Man poses among the ruins of the Great Salem Fire of 1914.
Likely taken near Phelps Street. St. Joseph's Church at 135 Lafayette Street in the distance.
On back "General view of burned district"
SCPH 13-018
Salem State University Archives and Special Collections

Paul N. Chaput

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Liability,
Automobile,
Plate Glass and
all other kinds of

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A.

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mobile, Plate Glass and all
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SALEM, MASS.
TELEPHONE 965

1090

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Utensils, Oil Stoves, Refrigerators,
Wringing Machines,

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**WASHING MACHINES, RANGES AND
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Easy Terms by Instalment.

*CALL AND SEE MY LARGE STOCK OF GOODS.
SATISFACTION GUARANTEED.*

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Also Groceries, Provisions, Teas, Coffees, Spices.
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Real Estate

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Burglar
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Automobile**

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Insurance**

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J. ALDERIC DESCHAMPS

Justice of the Peace

Notary Public

Telephone 965

Hawthorne Bldg., 209 Washington St.,

Salem, Mass.

Paul N. Chaput

SALEM, Oct. 19—Paul N. Chaput, 83, publisher of a chain of French language newspapers and founder of the Salem Savings Bank, died today.

The funeral will be held Monday, with a high mass at St. Joseph's Church at 9.

Daily Boston Globe (1928-1960), Oct 20, 1945.

INTRODUCTION

SALEM 1630 is a description of the Pioneers' Village erected at Forest River Park in 1930 by the City of Salem through the Board of Park Commissioners in cooperation with the Salem Playground Committee as Salem's part in the Massachusetts Bay Tercentenary. Hon. George J. Bates, Mayor, and Gen. William A. Pew, City Solicitor of Salem, were members of the Massachusetts Tercentenary Committee. The purpose of the Village is to show the types of shelter built by the first settlers and in use at the time of the coming of Winthrop. These structures are placed in a natural setting surrounded by examples of the activities essential to the pioneer settlement. The Village was originated and constructed under the direction of the following persons, who will furnish information as requested:

PARK COMMISSION AND PLAYGROUND COMMITTEE

CHRISTIAN LANTZ, <i>Chairman</i>	RICHARD WHEATLAND
WILLARD B. PORTER, <i>Secretary</i>	J. CHESTER CRANDELL
MAX SHRIBMAN	MARY R. MACKEY
PAUL N. CHAPUT	
JOHN J. BROPHY	
OLIVER GOODELL PRATT, <i>Superintendent</i>	

GEORGE FRANCIS DOW, *Antiquarian-Architect*
HARLAN P. KELSEY, *Landscape Architect*
ROSE L. BRIGGS, *Costumer*
RAYMOND H. ODELL, *Historian*

Paul N. Chaput as a Park Commissioner assisted in the creation of Pioneer Village.

A Reference Guide to Salem, 1630: Forest River Park, Salem, Massachusetts.
Salem (Mass.). Board of Park Commissioners., "A Reference Guide to Salem, 1630: Forest River Park, Salem, Massachusetts." (1935)

Winifred Burke
14 Phelps Street
Apartments (Wood)

Assessed Land Value: \$300
Assessed Building Value: \$1,400
Insurance on Building: \$2,125
Insurance on Contents: \$1,000

*F. W. Dodge Company, "Data on Burned District at Salem, Mass."
(1914) Salem State University Archives and Special Collections*



Santo and Jennie Tollo – St. Mary's Cemetery – Salem, Massachusetts
(Findagrave.com Memorial ID: [157420904](#))

SERIAL NUMBER 541	1. NAME (Print) SANTO — TOLLO (First) (Middle) (Last)			ORDER NUMBER 2441
2. ADDRESS (Print) 12 High St. SALEM ESSEX MASS. (Number and street or R. F. D. number) (Town) (County) (State)				
3. TELEPHONE no (Exchange) (Number)	4. AGE IN YEARS 26 DATE OF BIRTH 5-12-14 (Mo.) (Day) (Yr.)		5. PLACE OF BIRTH Roxbury (Town or county) Mass. (State or country)	6. COUNTRY OF CITIZENSHIP U.S.A.
7. NAME OF PERSON WHO WILL ALWAYS KNOW YOUR ADDRESS Mrs. Jennie Thresa Tollo (Mr., Mrs., Miss) (First) (Middle) (Last)				8. RELATIONSHIP OF THAT PERSON wife
9. ADDRESS OF THAT PERSON 12 High St. Salem Essex Mass. (Number and street or R. F. D. number) (Town) (County) (State)				
10. EMPLOYER'S NAME Golden Dome Bottling Co.				
11. PLACE OF EMPLOYMENT OR BUSINESS 1099 Columbus Ave Boston - Suffolk Mass. (Number and street or R. F. D. number) (Town) (County) (State)				

I AFFIRM THAT I HAVE VERIFIED ABOVE ANSWERS AND THAT THEY ARE TRUE.

REGISTRATION CARD
D. S. S. Form 1

(over)

Santo Tollo
(Registrant's signature)

REGISTRAR'S REPORT

DESCRIPTION OF REGISTRANT

RACE	HEIGHT (Approx.)	WEIGHT (Approx.)	COMPLEXION		
White			Sallow		
			Light		
Negro			Ruddy		
			Dark		
Oriental			Freckled		
			Light brown		
Indian			Dark brown		
			Black		
Filipino					

Other obvious physical characteristics that will aid in identification _____

I certify that my answers are true; that the person registered has read or has had read to him his own answers; that I have witnessed his signature or mark and that all of his answers of which I have knowledge are true, **except as follows:**

Ruey W. Jackson
(Signature of registrar)

Registrar for 1 3 Salisbury Mass.
(Precinct) (Ward) (City or county) (State)

Date of registration Oct 16, 1940



(The stamp of the Local Board having jurisdiction of the registrant shall be placed in the above space.)

Susan Pszenny, Salem, James Tollo Engaged

Mr. and Mrs. Raymond Pszenny of Salem announce the engagement of their daughter, Susan Ellen, to James Tollo, son of Mr. and Mrs. Santo Tollo of Salem.

Miss Pszenny is in her second year at the School of the Boston Museum of Fine Arts.

Her fiance is a graduate of East Coast Area Tech. He served in the Navy.

Susan Pszenny, Salem, James Tollo Engaged." Boston Globe (1960-1988), Feb 03, 1963



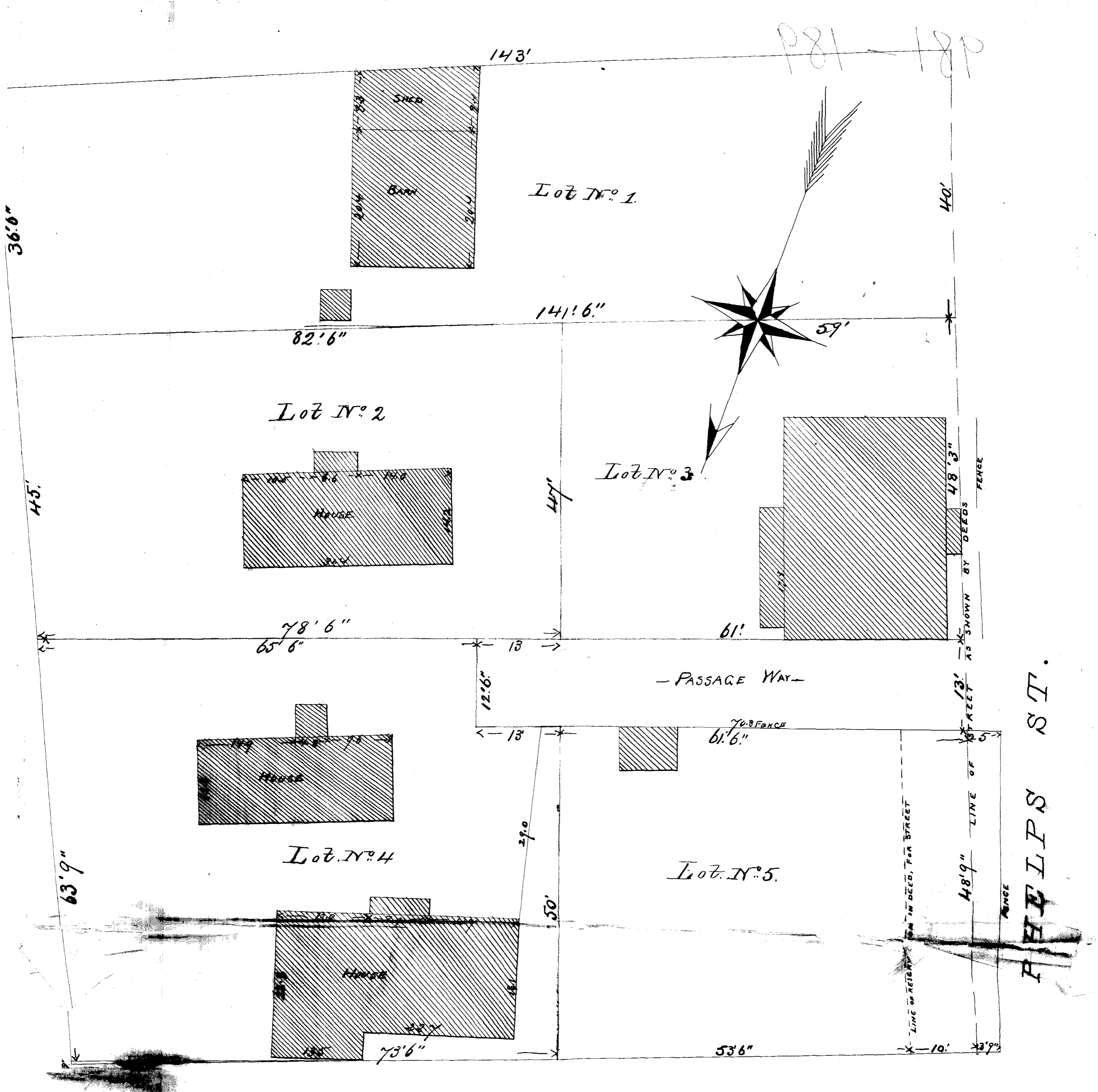
(Smedile)

LIVING in Salem after a Washington wedding trip are Mr. and Mrs. Richard Beausoleil (Nancy Tollo). She is a daughter of Mr. and Mrs. Santo Tollo of Salem. Her husband's parents are Mr. and Mrs. Leonard Beausoleil, also of Salem.

Marriage announcement 21 -- no title. 1963. *Boston Globe* (1960-1988), Jun 02, 1963.

DEEDS

COMPILED BY JEN RATLIFF



PLAN
OF

THE LOONEY ESTATE ON PHELPS ST.

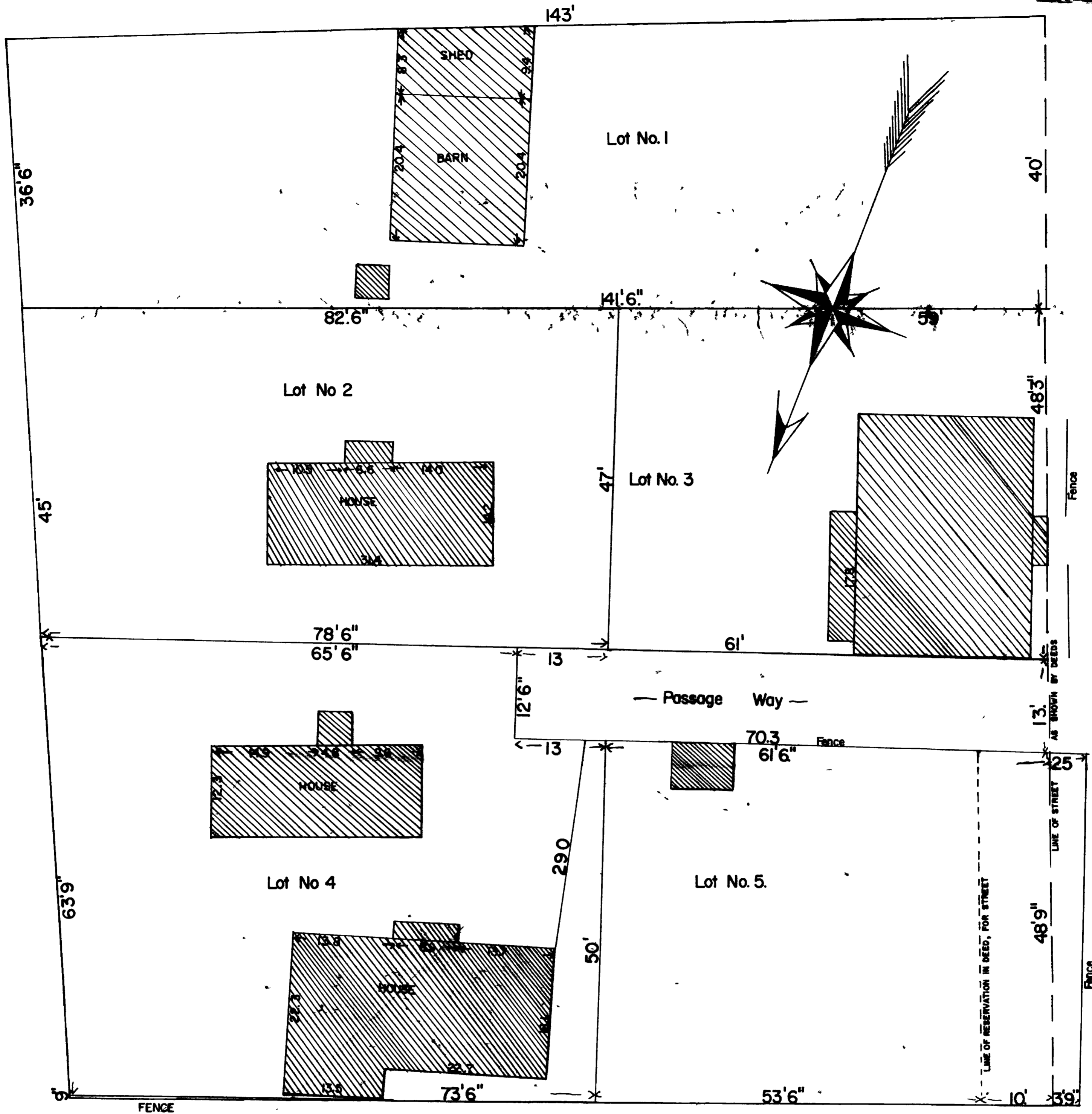
SCALE OF 10 FEET TO AN INCH

C.A. PUTNAM, C.E. SALEM.

JUNE 26. 1877.

Salem Aug. 13. 1877, 15 minutes 12 1/2... Rec'd. & ent. with Copy
Deeds, So. District, Book 981. leaf 189, accompanying
deed Salem Five Cent Savings Bank to John Cassell.

Ephraim Brown & Co.
1881. 189.



Salem Aug. 13, 1877, 15m before 12pm Rec. & ent. with Essex Deeds, So District, Book 981 leaf 189, accompanying deed Salem Five Cents Savings Bank to John Cassell At Ephraim Brown Reg. B. L. 981 189.

PLAN of
THE LOONEY ESTATE on PHELPS ST.
SCALE of 10 FEET TO AN INCH C.A. PUTNAM, C. E. SALEM.
JUNE 26, 1877.

This plan is a copy
See original on file.

J. M.

the foregoing power, grantor or they will upon request execute, acknowledge, and deliver to the purchaser or purchasers a deed or deeds of release confirming such sale. And it is agreed that the grantee or its assigns, or any person or persons in its or 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 grantor and his heirs and assigns may hold and enjoy the granted premises and receive the rents and profits thereof. And for the consideration aforesaid I Elizabeth Murphy wife of said John Murphy do hereby release unto the grantee all right of or to both dower and homestead in the granted premises. In witness whereof we, the said John Murphy and Elizabeth Murphy hereto set our hands and seals this twenty ninth day of January in the year one thousand eight hundred and eighty six.

Signed and sealed in presence of Frank C. Merrill } John Murphy seal
 Elizabeth ^{her} _{mark} Murphy seal
 Commonwealth of Massachusetts

Essex ss. January 29, 1886. Then personally appeared the above named John Murphy and acknowledged the foregoing instrument to be his free act and deed, before me Frank C. Merrill Justice of the Peace

Essex ss. Rec'd. Jan. 29, 1886. 30 m. past 7 P.M. Rec. & Es. by

Chas. S. Good Reg.

Know all men by these Presents that I, Asa F. Bunker of Salem, Essex County, Massachusetts, in consideration of one thousand Dollars to me paid by Ellen Thornton, wife of Peter Thornton, of said Salem the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell, and convey unto the said Ellen Thornton, all that parcel of real estate with the dwelling house and all other buildings thereon, which was conveyed to me by deed of William Newhall dated April 19, 1872 and recorded in Essex, So. Dist. Registry of Deeds, B. 853 L. 80 situated in said Salem, excepting however so much of said parcel as was taken by the City of Salem to widen Phelps Street as shown on a plan of said street by C. A. Putnam, surveyor, dated May 18, 1877 and on file in the City Clerk's Office in said Salem and numbered 26 in Book 6. of City Plans; said parcel is described in the deed aforesaid as follows viz: commencing at the northwest corner of said lot on said Phelps Court on land late of Aaron Goldthwait deceased and running southerly on said court thirty seven feet to land of Gilbert, thence easterly by Gilbert's land one hundred and twenty five feet to land of James B. Good

(A. F. Bunker
 to
 E. Thornton
 (w. P. S.))

Two words in 6th
three in 7th line
struck out.

~~Chas. Osgood~~
Ref.

hence (now of Little), thence northerly on said Goodhue's land and on
land of said Goldthwait, (now of Babidge and Russell), forty
feet five inches to land of Dennett, thence westerly by said Den-
nett's land and said land late of said Goldthwait deceased,
(now of Little), one hundred twenty one feet to the point begun
at. To have and to hold the granted premises, with all
the granted premises, with all the privileges and appurtenances
thereto belonging, to the said Ellen Thornton and her heirs and as-
signs, to their own use and behoof forever. And I do hereby, for my-
self and my heirs, executors and administrators, covenant with the
said grantee and her 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 con-
vey the same as aforesaid; and that I will and my heirs, ex-
ecutors, and administrators shall warrant and defend the same
to the said grantee and her heirs and assigns forever against the
lawful claims and demands of all persons. **IN WITNESS**
Whereof I the said Asa F. Bunker, being unmarried hereunto
to set my hand and seal this twenty ninth day of January
in the year one thousand eight hundred and eighty six.

Signed, sealed, and delivered in, Asa F. Bunker seal
presence of Wm H. Kendall } Commonwealth of Massa-
chusetts Essex ss. Salem January 29. 1886. Then personally appear-
ed the above-named Asa F. Bunker and acknowledged the
foregoing instrument to be his free act and deed.

Before me Wm H. Kendall Justice of the Peace

Essex ss. Rec'd. Jan. 29. 1886, 4 O.M. next 4 P.M. Rec. & E. by

~~Chas. Osgood~~ Ref.

Att-
Millard J. Hull
Ref.

P. Thornton et ux
to

U. Freeman
I acknowledge to have received full satisfaction for the
debt secured by the deed of mortgage here recorded
and do therefore cancel and discharge the same.

Arthur Freeman

Essex ss. April 5, 1899-

Know all men by these Presents that we, Peter Thornton
and Ellen Thornton wife of said Peter Thornton, in her own right of Sa-
lem, Essex County Commonwealth of Massachusetts in consid-
eration of Five Hundred Dollars to me paid by Arthur Freeman
of said Salem the receipt whereof is hereby acknowledged, do here-
by give, grant, bargain, sell, and convey unto the said Arthur Fre-
man all that parcel of real estate with the dwelling house and
all other buildings thereon which was conveyed to Asa F. Bunker
of said Salem, by Deed of William Newhall, dated April 19. 1872
and recorded in Essex S. Dist. Registry of Deeds, Book 853 L.
80. Situated in said Salem, excepting however so much of said
parcel as was taken by the City of Salem to widen Phelps Street
as shown on a plan of said Street by C. A. Putnam, Surveyor, dat-
ed May 18. 1877 and on file in the City Clerks Office in said Sa-

lem, and numbered 26 in Book C. of City Plans; said parcel is described in the deed aforesaid as follows, viz commencing at the northwest corner of said Lot on said Phelps Court, on land late of Aaron Goldthwait deceased, and running southerly on said court, thirty seven feet to land of Gilbert, thence easterly by Gilbert's land one hundred and twenty five feet to land of James B. Goodhue (now of Tuttle), thence northerly on said Goodhue's land, and on land of said Goldthwait (now of Babbidge and Russell) forty feet five inches to land of Dennett, thence westerly by said Dennett's land and said land late of said Goldthwait deceased, now of Tuttle one hundred twenty one feet to the front begun at. Meaning to convey the same Estate conveyed to me by said Asa F. Bunker by Deed of even date herewith. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Arthur Feenan 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 said Ellen is 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 grantee and his heirs and assigns forever against the lawful claims and demands of all persons. Provided nevertheless that if I, or my heirs, executors, administrators, or assigns, shall pay unto the grantee, or his executors, administrators, or assigns, the sum of Five Hundred Dollars in three years from this date, with interest semi-annually at the rate of six per cent 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 Five Hundred 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 shall not commit or suffer any strip 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 jointly and severally 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

Five words interlined in 32^d line.

Charlwood

Ref.

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 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 and assigns, covenant with the grantee and her 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 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 Peter Thornton and Ellen Thornton hereunto set our hands and seals this twenty ninth day of January in the year one thousand, eight hundred and eighty six.

Signed, sealed, and delivered in } Peter Thornton seal
 presence of W^m H. Kendall to P.S. & E. S. } Ellen ^{her} _{marks} Thornton seal

Commonwealth of Massachusetts Essex ss. Salem. January 29. 1886. Then personally appeared the above-named Peter Thornton & Ellen Thornton and acknowledged the foregoing instrument to be their free act and deed.

Before me W^m H. Kendall Justice of the Peace

Essex ss. Rec'd. Jan. 29. 1886. 40 m. past 4 P.M. Rec. & Ex. by

Chas. Wood. Reg.

E. Randall
to

A. J. Blandall

Discharge
Bk. 122, P. 44

Know all men by these Presents that J. Elihu Randall of Abbeville in the Commonwealth of Massachusetts in consideration of

her heirs and assigns all right of or to both dower and homestead in the granted premises and all rights by statute therein, and all other rights and interests therein . IN WITNESS WHEREOF, we the said Antime Barbeau and Delphine Barbeau hereunto set our hands and seals this fifteenth day of April in the year one thousand nine hundred and sixteen.

Signed, sealed, and delivered in presence of Harry D. Wheeler to A. B. Thomas J. Cadorette Pahlipp Roy witness to mark) Antime Barbeau her Delphine X Barbeau mark COMMONWEALTH OF MASSACHUSETTS. Essex ss. April 15, 1916. Then personally appeared the above named Antime Barbeau and acknowledged the

foregoing instrument to be his free act and deed, before me

Harry D. Wheeler Justice of the Peace.

Essex ss. Received May 31, 1916. 8 m past 2 P. M. Recorded and Examined

I, Ellen Thornton, being a widow, of Salem, Essex County, Massachusetts, for consideration paid, grant to Paul N. Chaput, of said Salem, with warranty covenants the land in said Salem, bounded as follows: Beginning at the northwesterly corner thereof by land now or late of Aaron Goldthwait and thence running southerly by Phelps Street thirty sevenfeet, thence easterly by land now or late of Gilbert one hundred and twenty five feet, thence northerly by land now or late of Tuttle and land now or late of Babbidge and Russell forty feet five inches, and thence westerly by land now or late of Dennett and Goldthwait one hundred and twenty one feet to the corner begun at; excepting so much thereof as may have been taken for the widening of Phelps Street. Being the same premises conveyed to me by deed of Asa F. Bunker dated January 29, 1886 and recorded with Essex So. Dist. Deeds Book 1166 Page 194. Said premises are conveyed subject to the taxes for the current year. WITNESS my hand and seal this thirty first day of May 1916.

Ellen Thornton (seal)

COMMONWEALTH OF MASSACHUSETTS Essex, ss. May 31, 1916. Then personally appeared the above named Ellen Thornton and acknowledged the foregoing instrument to be her free act and deed, before me,

Ulysses G. Haskell Justice of the Peace.

Essex ss. Received May 31, 1916. 20 m past 2 P. M. Recorded and Examined

We, Emile Aglietta and Fanny Aglietta, husband and wife of Lynn, Essex County, Massachusetts, for consideration paid, grant to Celestina Pesce of said Lynn with warranty covenants the land in said LYNN, bounded and described as follows: A certain parcel of land with the buildings thereon in

Thornton. to Chaput One \$1 R. Stamp Documentary Canceled

Aglietta et ux to Pesce One \$2 R. Stamp Documentary Canceled

STATE OF MAINE Kennebec ss. July 20 1916 Then personally appeared the above named Zulah M. Neal and acknowledged the foregoing instrument to be her free act and deed before me

E. R. Jones Notary Public (Notarial seal)

COMMONWEALTH OF MASSACHUSETTS Danvers—ss July 22 1916. Then personally appeared the above Charles S. Neal and acknowledged the foregoing instrument to be his own free act and deed

before me. Arthur E. Fuller Justice of the Peace

Essex ss. Received July 25, 1916. 55 m. past 3 P.M. Recorded and Examined.

Chaput

to

Hade

One \$1 R. Stamp
Documentary
Canceled

KNOW ALL MEN BY THESE PRESENTS that I, Paul N. Chaput of Salem in the County of Essex and Commonwealth of Massachusetts. in consideration of one dollar and other valuable considerations paid by Hormisdas Hade also of said Salem the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Hormisdas Hade, a certain parcel of land in said SALEM, bounded as follows: Beginning at the northwesterly corner thereof by land now or late of Aaron Goldthwait and thence running southerly by Phelps Street thirty seven feet, thence easterly by land now or late of Gilbert one hundred and twenty five feet, thence northerly by land now or late of Tuttle and land now or late of Babbidge and Russell forty feet five inches, and thence westerly by land now or late of Dennett and Goldthwait one hundred and twenty one feet to the corner begun at; excepting so much thereof as may have been taken for the widening of Phelps Street. Being the same premises conveyed to me by deed of Ellen Thornton dated May 31st 1916 and recorded in Essex South District Registry of Deeds Book 2332 Page 481. TO HAVE AND TO HOLD the granted premises, with all the privileges and appurtenances thereto belonging, to the said Hormisdas Hade 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; except the taxes for the current year 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 And for the consideration aforesaid I, Josephine Chaput, wife of Paul N. Chaput 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, and all other rights and interests therein. IN WITNESS WHEREOF we the said Paul N. Chaput and Josephine Chaput hereunto set our hands and seals this twenty seventh day of July in

the year one thousand nine hundred and sixteen

Signed and sealed) Josephine Chaput (seal)
 in presence of -) Paul N. Chaput (seal)

COMMONWEALTH OF MASSACHUSETTS Essex ss July 27th 1916 Then personally
 appeared the above named Paul N. Chaput and acknowledged the foregoing in-
 strument to be his free act and deed,

before me J. A. Deschamps Justice of the Peace

Essex ss. Received July 27, 1916. 5 m. past 11 A.M. Recorded and Examined.

KNOW ALL MEN BY THESE PRESENTS, That I, Hormi-das Hade, of Salem in the Hade
 County of Essex and Commonwealth of Massachusetts, for consideration paid, to
 grant to the Salem Five Cents Savings Bank, a corporation duly established Salem F.C.S.Bk.
 by law and located in Salem in the County of Essex and Commonwealth of Mas-
 sachusetts, with mortgage covenants, to secure the payment of Thirty eight
 Hundred Dollars in one year with five per cent interest per annum, payable
 quarterly, as provided in a note of even date, the land in said SALEM, with
 the buildings thereon, bounded as follows: Beginning at the northwesterly
 corner thereof by land formerly of Goldthwait now or late of Little and
 thence running southerly by Phelps Street thirty seven feet, thence easterly
 by land now or late of Gilbert one hundred and twenty five feet, thence
 northerly by land now or late of Tuttle and of Babbidge and Russell forty
 feet five inches, and thence westerly by land now or late of Dennett and
 Little one hundred and twenty one feet to the corner begun at; being the
 same premises conveyed to me by deed of Paul N. Chaput to be recorded here-
 with. This mortgage is upon the Statutory Condition, and upon the further
 condition that the grantor or his heirs, executors, administrators or as-
 signs shall pay all taxes and assessments on said premises, whether in the
 nature of taxes or assessments now in being or not, shall keep the buildings
 now or hereafter standing thereon insured against fire in a sum satisfac-
 tory to said Bank or its successors or assigns, all insurance to be made
 payable in case of loss to said Bank or its successors or assigns, and shall
 pay to said Bank or its successors or assigns all such sums with interest
 as it or they may pay or incur for such taxes, assessments or insurance,
 or on account of any foreclosure proceedings hereunder, whether completed
 or not; for any breach of which the mortgagee shall have the Statutory
 Power of Sale. And said Bank and its successors and assigns shall have the
 further right to cancel and surrender any insurance policies and collect
 the proceeds therefrom in case of any sale made hereunder, and to retain
 out of the proceeds of any such sale one per cent of the purchase money
 for its or their services in making such sale; any purchaser at such sale

Discharge
 B.2626 P.342

shall be held to claim hereunder in case of any defect in said sale; and any entry made for the purpose of foreclosing this mortgage shall enure to and for the benefit of the purchaser at such sale. And I, Alice Hade, wife of said mortgagor, release to the mortgagee all rights of dower and homestead and other interests in the mortgaged premises. WITNESS our hands and seals this twenty seventh day of July in the year nineteen hundred and sixteen.

In presence of -) Hormisdas Hade (seal)
COMMONWEALTH OF MASSACHUSETTS) Alice Hade (seal)

Essex, ss. On this twenty seventh day of July 1916, before me personally appeared Hormi-das Hade to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Ulysses G. Haskell Justice of the Peace.

Essex ss. Received July 27, 1916. 5 m. past 11 A.M. Recorded and Examined.

Hade
to
Chaput

Discharge
Q. 2345 P. 547

KNOW ALL MEN BY THESE PRESENTS That I, Hormisdas Hade of Salem in the County of Essex and Commonwealth of Massachusetts. in consideration of Six Hundred and Seventy five dollars paid by Paul N. Chaput also of said Salem the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Paul N. Chaput, a certain parcel of land in said SALEM, with the buildings thereon, bounded as follows: Beginning at the northwesterly corner thereof by land now or late of Aaron Goldthwait and thence running southerly by Phelps Street thirty seven feet, thence easterly by land now or late of Gilbert one hundred and twenty five feet, thence northerly by land now or late of Tuttle and land now or late of Babbidge and Russell forty feet five inches, and thence westerly by land now or late of Dennett and Goldthwait one hundred and twenty one feet to the corner begun at; excepting so much thereof as may have been taken for the widening of Phelps Street. Being the same premises conveyed to me by deed of Paul N. Chaput to be recorded herewith. TO HAVE AND TO HOLD the granted premises, with all the privileges and appurtenances thereto belonging, to the said Paul N. Chaput 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, except a mortgage upon which \$3800 of principal remains unpaid, which mortgage was given by me to Salem Five Cents Savings Bank and is recorded in Essex So. Dist. Registry of Deeds, book - page - 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 gran-

tee and his heirs and assigns forever against the lawful claims and demands of all persons. PROVIDED NEVERTHELESS that if I, or my heirs, executors, administrators, or assigns, shall pay unto the grantee, or his executors, administrators, or assigns, the sum of Six Hundred and seventy five (675) dollars as follows: \$75.00 on the 15th day of August 1916, \$25.00 on the 1st day of October 1916, \$25.00 on the 1st day of each and every month thereafter until the payments so made amount to \$300 and the balance \$375 in one year from this date, with interest quarterly at the rate of six 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 Six hundred and seventy five 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 strip or waste of the granted premises, or any breach of any covenant herein contained, or any default in the performance or observance of the condition of said prior mortgage, then this deed, as also a note of even date herewith, signed by me whereby I 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, or the conditions of said prior mortgage, 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 me and all persons claiming under me 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 me or my heirs or assigns; and I hereby, for myself

and my heirs or assigns, covenant with the grantee and his heirs, executors, administrators, and assigns, that, in case a sale shall be made under the foregoing power, I 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, I and my heirs and assigns may hold and enjoy the granted premises and receive the rents and profits thereof. And for the consideration aforesaid I, Alice Hade, wife of Hormisdas Hade 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, and all other rights and interests therein. IN WITNESS WHEREOF we the said Hormisdas Hade and Alice Hade hereunto set our hands and seals this twenty seventh day of July in the year one thousand nine hundred sixteen

Signed and sealed in) Hormisdas Hade (seal)
the presence of -) Alice Hade (seal)

COMMONWEALTH OF MASSACHUSETTS Essex ss July 27, 1916 Then personally appeared the above named Hormisdas Hade and acknowledged the foregoing instrument to be his free act and deed,

before me Ulysses G. Haskell Justice of the Peace
Essex ss. Received July 27, 1916. 5 m. past 11 A.M. Recorded and Examined.

Gannon
to
Salem F.C.S.BK.

KNOW ALL MEN BY THESE PRESENTS, That I, Bessie M. H. Gannon, of Salem in the County of Essex and Commonwealth of Massachusetts, being unmarried, for consideration paid, grant to the Salem Five Cents Savings Bank, a corporation duly established by law and located in Salem in the County of Essex and Commonwealth of Massachusetts, with mortgage covenants, to secure the payment of Twenty four Hundred Dollars in one year with five per cent interest per annum, payable quarterly, as provided in a note of even date, the land in said SALEM, with the buildings thereon, bounded northeasterly by May Street thirty six feet, southeasterly by other land of mine eighty five and twenty five hundredths (85.25) feet, southwesterly by land of Frederic A. Gannon thirty feet, and northwesterly by land of Mary A. Fogarty eighty four feet; being a part of the premises conveyed to me by deed of

See
B. 5335 P. 726
See.
B. 5527 P. 176

to myself dated July 27, A. D. 1916, and recorded with the Essex So. Dist Registry of Deeds, book 2338, page 460 do hereby acknowledge that I have received full payment and satisfaction of the debt thereby secured and of the conditions therein contained, and in consideration thereof I do hereby cancel and discharge said mortgage. IN WITNESS WHEREOF I hereunto set my hand and seal this 30th day of October A. D. 1916.

Signed and sealed) Paul N. Chaput (seal)

in the presence of -) COMMONWEALTH OF MASSACHUSETTS. Es-

sex ss. October 30th, 1916. Then personally appeared the above named Paul N. Chaput and acknowledged the foregoing instrument to be his free act and deed, before me,

J. A. Deschamps Justice of the Peace

Essex ss. Rec'd. Oct. 30, 1916. 20 m. past 11 A.M. Recorded and Examined.

Hade
to
Burke

That I, Hormisdas Hade of Salem, Essex County, Massachusetts, for consideration paid, grant to Winnifred Burke of said Salem, with warranty covenants the land in said SALEM, with the buildings thereon, bounded and described as follows: Beginning at the northwesterly corner thereof by land now or late of Aaron Goldthwait and thence running southerly by Phelps Street thirty seven (37) feet, thence easterly by land now or late of Gilbert one hundred and twenty five (125) feet, thence northerly by land now or late of Tuttle and land now or late of Babbidge and Russell forty feet five inches, and thence westerly by land now or late of Dennett and Goldthwait one hundred and twenty one feet to the corner begun at; excepting so much thereof as may have been taken for the widening of Phelps Street. Meaning hereby to convey the same premises conveyed to me by deed of Paul N. Chaput dated July 27th, 1916, and recorded in Essex South District Registry of Deeds Book 2338 Page 458. These premises are conveyed subject to a mortgage of \$3800 to the Salem Five Cents Savings Bank which the grantee assumes and agrees to pay. I, Alice Hade wife of said grantor release to said grantee all rights of dower and homestead and other interests therein. WITNESS our hands and seals this 30th day of October 1916.

COMMONWEALTH OF MASSACHUSETTS.) Hormisdas Hade (seal)

Essex ss. Oct. 30th, 1916.) Alice Hade (seal)

Then personally appeared the above named Hormisdas Hade and acknowledged the foregoing instrument to be his free act and deed, before me,

J. A. Deschamps Justice of the Peace

Essex ss. Rec'd. Oct. 30, 1916. 20 m. past 11 A.M. Recorded and Examined.

COMMONWEALTH OF MASSACHUSETTS) Desire Arp Rioux (seal)
 Essex ss. June 25, 1923. Then personally appeared the above named Desire
 A. Rioux and acknowledged the foregoing instrument to be her free act and
 deed, before me Elmer W. Liebsch Justice of the Peace

My commission expires Feb. 23, 1929

Essex ss. Received June 26, 1923. 30 m. past 10 A.M. Recorded and Examined

Gilgan et ux

to

Burke

One .50 R. Stamp
 Documentary
 Canceled.

KNOW ALL MEN BY THESE PRESENTS that we, James J. Gilgan and Mary E. Gilgan
 his wife in her own right both of Salem in the County of Essex and Commow-
 wealth of Massachusetts, in consideration of one dollar and other valuable
 considerations paid by Mary A. Burke of Salem in the County of Essex and
 Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged,
 do hereby give, grant, bargain, sell and convey unto the said Mary A. Burke
 and her heirs and assigns a certain parcel of land situated in said SALEM,
 bounded and described as follows: Westerly by Phelps Street formerly Phelps
 Court forty two (42) feet more or less; Northerly by land now or late of
 Little formerly of Goldthwaite sixty seven (67) feet; more or less; Easter-
 ly by land now or late of Murphy formerly of Dennett forty two (42) feet
 more or less; thence Southerly by land now or late of Thornton formerly of
 Newhall sixty seven (67) feet more or less. Meaning to convey the same
 premises conveyed to me the said Mary E. Gilgan by deed of James J. Calla-
 han et ux by deed dated October 30, 1911 and recorded in Essex South Dist-
 rict Registry of Deeds Book 2113, Page 107. Said premises are conveyed sub-
 ject to the taxes assessed by the City of Salem April 1, 1923, which the
 grantee assumes and agrees to pay. TO HAVE AND TO HOLD the granted premi-
 ses, with all the privileges and appurtenances thereto belonging, to the
 said Mary A. Burke and her heirs and assigns, to their own use and behoof
 forever. And we hereby for ourselves and our heirs, executors, and adminis-
 trators, covenant with the 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 administra-
 tors shall warrant and defend the same to the grantee and her heirs and as-
 signs forever against the lawful claims and demands of all persons. And for
 the consideration aforesaid I, James J. Gilgan husband of the said Mary E.
 Gilgan do hereby release unto the said grantee and her heirs and assigns
 all right of or to both dower and homestead, in the granted premises, and
 all other rights and interests therein. IN WITNESS WHEREOF we the said
 James J. Gilgan and Mary E. Gilgan hereunto set our hand- and seal- this
 twenty sixth day of June in the year one thousand nine hundred and twenty

three. James J. Gilgan (seal)
 Signed and sealed in pres-) Mrs. Mary E. Gilgan (seal)
 ence of Edward H. Shea } COMMONWEALTH OF MASSACHUSETTS

Essex ss. Salem June 26, 1923. Then personally appeared the above named James J. Gilgan and Mary E. Gilgan and acknowledged the foregoing instrument to be their free act and deed, before me

Edward H. Shea Justice of the Peace

My commission expires Oct. 13, 1927

Essex ss. Received June 26, 1923. 45 m. past 10 A.M. Recorded and Examined.

I, Emma F. Blair of Cliftondale, Saugus, Massachusetts, Essex County, Mass-
 achusetts for consideration paid, grant to Raymond C. Thompson and Audrey
 S. Thompson, husband and wife, as joint tenants and not tenants in common
 of Cliftondale, Saugus, Essex Co. Mass. with warranty covenants the land
 in with buildings thereon, situated on Mt. Vernon Street in that part of
 Saugus, Essex County, Massachusetts, called Cliftondale, and being lots
 Numbered 41 and 42 on a plan of land in Cliftondale, belonging to Maria
 P. Whitney, dated 1892 and recorded with Essex South District Deeds, Book
 1365 Page 1, and thus bounded and described: Southeasterly by said Mt.
 Vernon Street extending one hundred (100) feet. Northerly by lots num-
 bered 43 and 45 on said Plan extending one hundred twenty nine and 74/100
 (129.74) feet, Westerly by lots numbered 33 and 34 on said plan extending
 eighty six and 64/100 (86.64) feet and Southerly by lot numbered 4 on
 said Plan, extending eighty one and 40/100 (81.40) feet Containing by
 estimation, 10,222 square feet of land. Said premises are conveyed sub-
 ject to taxes assessed as for the year 1923 by the town of Saugus. Subject
 also to mortgage to South Weymouth Co-operative Bank which the grantee-
 assumes and agrees to pay and which was originally written for forty two
 hundred (\$4200.00) dollars. For my title see deed of Joseph G. Bryer dat-
 ed April 14, 1920 recorded with Essex South District Deeds, Book 2447, and
 Page 188. I, John W. Blair, husband of said grantor release to said gran-
 tee- all rights of tenancy by the curtesy and other interests therein.
 WITNESS our hands and seals this twenty fifth day of June 1923.

Blair et ux
 to
 Thompson et ux
 One \$2. &
 One \$1. R.
 Stamps
 Documentary
 Canceled.

COMMONWEALTH OF MASSACHUSETTS) John W. Blair (seal)
 Essex ss. June 25 1923. Then per-) Emma F. Blair (seal)

sonally appeared the above named Emma F. Blair and acknowledged the fore-
 going instrument to be her free act and deed, before me

A. B. Tolman Justice of the Peace

My commission expires - 19 -

Essex ss. Received June 26, 1923. 16 m. past 11 A.M. Recorded and Examined

statutory power of sale. WITNESS our hands and seals this first day of December 1925

Leonilde Marfongelli (seal)
COMMONWEALTH OF MASSACHUSETTS) Giuseppe Marfongelli (seal)

Essex, ss. Salem, December 1, 1925 Then personally appeared the above named Leonilde Marfongelli and acknowledged the foregoing instrument to be her free act and deed, before me.

Walter L. Neeley Justice of the Peace.

Essex ss. Received Dec. 1, 1925. 3 m. past 11 A.M. Recorded and Examined.

I, Winifred Burke, widow of Salem, Essex County, Massachusetts, for consideration paid, grant to Mary A. Burke of said Salem with WARRANTY COVENANTS the land in said SALEM with the buildings thereon, bounded and described as follows: Beginning at the Northwesterly corner thereof by land now or late of Aaron Goldthwait and thence running Southerly by Phelps street thirty seven (37) feet; thence easterly by land now or late of Gilbert one hundred twenty five (125) feet; thence Northerly by land now or late of Tuttle and land now or late of Babbidge and Russell forty (40) feet, five (5) inches, and thence Westerly by land now or late of Dennett and Goldthwait one hundred and twenty one (121) feet to the corner begun at; excepting so much thereof as may have been taken for the widening of Phelps street. Being the same premises conveyed to me by deed of Hornisdas Hade dated October 30, 1916 and recorded with Essex South District Registry of Deeds, Book 2345, Page 548. WITNESS my hand and seal this twenty fifth

Burke
to
Burke

day of November 1925 Winnifred Burke (seal)

A. S. Bachorowski) COMMONWEALTH OF MASSACHUSETTS

Essex ss. Salem, Mass. November 25 1925 Then personally appeared the above named Winifred Burke and acknowledged the foregoing instrument to be her free act and deed, before me

Alphonse S. Bachorowski Justice of the Peace

My commission expires Oct. 8 1926.

Essex ss. Received Dec. 1, 1925. 4 m. past 11 A.M. Recorded and Examined.

I, Karl Grossberg of Beverly, Essex County, Massachusetts, for consideration paid, grant to Fannie Latinik, wife of Joseph J. Latinik, of said Beverly with QUITCLAIM COVENANTS the land in said BEVERLY with the buildings thereon bounded and described as follows: Southeasterly by Pantoul street, fifty (50) feet; Southwesterly by land formerly of Churchill, now or late of Della Monica, ninety (90) feet; Northwesterly by land now or late of Crampsey, fifty (50) feet; and Northeasterly by land formerly of Amos Place, now or late of Duncan, ninety (90) feet; being the premises

Grossberg
to
Latinik

One \$1 R. Stamp
Documentary
Canceled

KNOW ALL MEN BY THESE PRESENTS THAT I, Mary A. Burke

of Salem, Essex County, Massachusetts being unmarried, for consideration paid, grant to Santo Tollo and Jennie T. Tollo, husband and wife, as tenants by the entirety, both

of said Salem with warranty covenants

the land in said Salem with the buildings thereon bounded and described as follows:

(Description and encumbrances if any)

Westerly by Phelps Street about seventy nine (79) feet, northerly by land now or formerly of Little about sixty seven (67) feet, easterly by land now or formerly of Murphy about forty two (42) feet, northerly by said land of Murphy about fifty four (54) feet, easterly by land now or formerly of Tuttle, Baobridge and Russell about forty (40) feet five (5) inches and southerly by land now or formerly of Gilbert about one hundred twenty five (125) feet. For title see Book 2558 Page 250 and Book 2664 Page 461. Subject to taxes for 1951.



husband or wife of said grantor,

release to said grantees all rights of tenancy by the curtesy dower and homestead and other interests therein.

Witness my hand and seal this 26 day of July 1951. Charles E. Halliday Mary A. Burke

The Commonwealth of Massachusetts

Essex, ss. July 26 1951.

Then personally appeared the above named Mary A. Burke

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

Charles E. Halliday Notary Public

My commission expires Feb 23 1952

Essex ss. Recorded July 26, 1951. 59 m. past 11 A.M.

Discharge
B. 4790
P. 428

KNOW ALL MEN BY THESE PRESENTS THAT We, Santo Tollo and Jennie T. Tollo,
husband and wife, both

of Salem, Essex County, Massachusetts,

~~being unmarried~~, for consideration paid, grant to the SALEM FIVE CENTS SAVINGS BANK, a corporation
duly established by law and located in Salem in the County of Essex, Commonwealth of Massachusetts,
with MORTGAGE COVENANTS, to secure the payment of

Twelve Thousand Dollars
in sixteen years with five per cent interest, per annum, payable

as provided in a note of even date, the land in said Salem,
with the buildings thereon bounded as follows:

Westerly by Phelps Street about seventy nine (79) feet, northerly
by land now or formerly of Little about sixty seven (67) feet, easterly
by land now or formerly of Murphy about forty two (42) feet, northerly
by said land of Murphy fifty four (54) feet, easterly by land now or form-
erly of Russell, Babbidge and Tuttle forty (40) feet five (5) inches and
southerly by land now or formerly of Gilbert one hundred twenty five (125)
feet. Being the same premises conveyed to us by deed of Mary A. Burke
recorded herewith.

Including as a part of the realty all portable or sectional buildings, heating apparatus, plumbing, mantels, storm doors and
windows, oil burners, gas and oil and electric fixtures, screens, screen doors, awnings, air conditioning apparatus and other
fixtures of whatever kind or nature, on said premises, insofar as the same are, or can by agreement of the parties, be made
a part of the realty.

The mortgagor agrees and covenants to pay to the mortgagee, on the payment dates of the note secured by this mort-
gage, in addition to the payments of principal and interest therein required, a monthly apportionment of the sum estimated
by the mortgagee to be sufficient to make payment of all municipal taxes, charges and assessments and insurance premiums,
upon the mortgaged property as they shall become due and any balance due for any of said payments shall be paid by the
mortgagor. The mortgagee is hereby specifically authorized to pay when due, or at any time thereafter, all of said payments
and to charge the same to the account of the mortgagor.

In the event of the ownership of the mortgaged premises, or any part thereof, becomes vested in a person or persons
other than the mortgagor, the mortgagee may, without notice to the mortgagor, deal with the successor or successors in
interest with reference to the mortgage and the debt hereby secured, and in the same manner as with the mortgagor without in
any way vitiating or discharging the mortgagor's liability hereunder or upon the debt hereby secured. No sale of the
premises hereby mortgaged and no forbearance on the part of the mortgagee and no extension, whether oral or in writing,
of the time for the payment of the debt hereby secured given by the mortgagee shall operate to release, discharge, modify,
change or affect the original liability of the mortgagor herein, either in whole or in part.

The mortgagor covenants and agrees to perform and observe all of the terms and conditions of the mortgage note secured
by this mortgage, and further covenants and agrees to pay on demand to the mortgagee, or the mortgagee may at its op-
tion add to the principal balance then due, any sums advanced or paid by the mortgagee on account of any default, of what-
ever nature, by the mortgagor, or any sums advanced or paid, whether before or after default, for taxes, repairs, improve-
ments, insurance on the mortgaged property or any other insurance pledged as collateral to secure the mortgage loan, or
any sums paid to the mortgagee, including reasonable attorney's fees, in prosecuting, defending or intervening in any legal
or equitable proceeding wherein any of the rights created by this mortgage are, in the sole judgement of the Bank, jeopard-
ized or in issue.

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

~~And I,~~ ~~husband wife of said mortgagor~~
~~release to the mortgagee all rights of dower curtesy and homestead and other interests in the mortgaged premises.~~

WITNESS OUR hands and seals this 26th day of July 19 51

Santo Tollo
Jennie T. Tollo

COMMONWEALTH OF MASSACHUSETTS

Essex, ss. July 26, 19 51

Then personally appeared the above named Santo Tollo
and acknowledged the foregoing instrument to be his free act and deed.

Before me, *Eimer W. Liebsch*
Eimer W. Liebsch Justice of the Peace

~~RECORDED~~ 19 51

Essex ss. Recorded July 26, 1951. 59 m. past 11 A.M.

25

I, JENNIE T. TOLLO

BOOK 8730 PAGE 015

of Salem, Essex County, Massachusetts,

~~being conveyed~~ for consideration paid, and in full consideration of \$140,000.00

grant to NANCY J. BEAUSOLEIL

of Salem, Massachusetts with quitclaim covenants

the land in said Salem with the buildings thereon, bounded and described as follows:

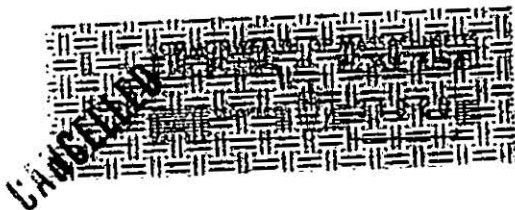
[Description and encumbrances, if any]

WESTERLY by Phelps Street about seventy-nine (79) feet;
 NORTHERLY by land now or formerly of Little about sixty-seven (67) feet;
 EASTERLY by land now or formerly of Murphy about forty-two (42) feet;
 NORTHERLY by said land of Murphy about fifty-four (54) feet;
 EASTERLY by land now or formerly of Tuttle, Babridge and Russell about forty (40) feet, five (5) inches; and
 SOUTHERLY by land now or formerly of Gilbert about one hundred twenty-five (125) feet.

For title see deed dated July 27, 1970 and recorded with Essex South District Registry of Deeds Book 5700, Page 461.

DEC 31 AM 11:45

000702



Witness my hand and seal this 30th day of December, 1986.

Jennie T. Tollo
JENNIE T. TOLLO

The Commonwealth of Massachusetts

Essex, ss.

December 30, 19 86

Then personally appeared the above named JENNIE T. TOLLO

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

Daniel H. Reich Notary Public

My commission expires March 19



(*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.

21

I, NANCY BEAUSOLIEL

02/13/98 3:13 inst. 611
BK 14591 PG 439

of Danvers, Essex County, Massachusetts

for consideration paid, two hundred thousand dollars, (\$200,000.00)

grant to DENNIS R. HARRISON of ^{5 Phelps Street, Salem, m.n.} Ipswich, Massachusetts, with quitclaim covenants the land in said Salem, with the buildings thereon, bounded and described as follows:

WESTERLY by Phelps Street about seventy-nine (79) feet;

NORTHERLY by land now or formerly of Little about Sixty-seven (67) feet;

EASTERLY by land now or formerly of Murphy about forty-two (42) feet;

NORTHERLY by said land of Murphy about fifty-four (54) feet;

EASTERLY by land now or formerly of Tuttle, Babridge and Russell about forty (40) feet, five (5) inches; and

SOUTHERLY by land now or formerly of Gilbert about one hundred twenty-five (125) feet.

For title see deed dated December 30th 1986 and recorded with Essex South District Registry of Deeds, Book 8730, Page 015.

Witness my hand and seal this 13th day of February, 1998

Nancy Beausoliel
NANCY BEAUSOLIEL

Locus: 5 Phelps Street Salem, m.n. 01990



COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

February 13, 1998

Then personally appeared the above named NANCY BEAUSOLIEL and acknowledged the foregoing instrument to be her free act and deed before me.

Richard L. Fleming
Richard L. Fleming, Notary Public

my commission expires August 2, 2002

RECORDED
INDEXED
ESSEX SOUTH
02/13/98

TAX 912.00
CASH 912.00
3986A000 15:10
EXCISE TAX

Ret 00 Grant

Union Trust Mortgage Corporation
5 Essex Green Drive, 1st Floor
Peabody, Massachusetts 01960,

05/25/99 12:49 inst. 395

BK 15695 PG 125

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 25, 1999.

The mortgagor is Maureen P. Cavanaugh ("Borrower"). This Security Instrument is given to Union Trust Mortgage Corporation, which is organized and existing under the laws of Massachusetts, and whose address is 5 Essex Green Drive, 1st Floor, Peabody, Massachusetts 01960, ("Lender").

Borrower owes Lender the principal sum of TWO HUNDRED EIGHT THOUSAND AND 00/100 Dollars (U.S. \$208,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on Friday, June 1 2029. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in Essex County, Massachusetts:

For description, see Exhibit "A" attached hereto and made a part hereof.

which has the address of 5 Phelps Street, Salem
 [Street] [City]
Massachusetts 01970 ("Property Address");
 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

(Page 1 of 6)



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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property 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 any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

(Page 2 of 6)

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in the forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceedings to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender required) provided by an insurer approved by the Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to the Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 of the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, 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 the 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. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to the Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of the Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If the Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the STATUTORY POWER OF SALE and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to other persons prescribed by applicable law, in the manner prescribed 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 its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses

(Page 5 of 6)

of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Bi-Weekly Payment Rider
- Balloon Rider
- Rate Improvement Rider
- Second Home Rider
- Other, Specify Exhibit A

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witness:

Suzanne A. Stark
Suzanne A. Stark

Maureen P. Cavanaugh
Maureen P. Cavanaugh

- Seal
Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

May 25 , 1999.

Then personally appeared the above-named Maureen P. Cavanaugh and acknowledged the foregoing instrument to be his/her/their free act and deed, before me,

Suzanne A. Stark
Suzanne A. Stark Notary Public
My Commission Expires: 4/7/2000

(Page 6 of 6)

**1-4 FAMILY RIDER
Assignment of Rents**

THIS 1-4 FAMILY RIDER is made this 25th day of May, 1999 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Union Trust Mortgage Corporation, 5 Essex Green Drive, 1st Floor, Peabody, Massachusetts 01960 (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

5 Phelps Street, Salem, Massachusetts 01970
[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings 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 the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the

Mac

Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by the Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

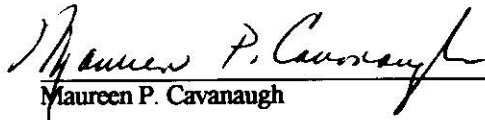
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.


Maureen P. Cavanaugh

Seal
- Borrower

EXHIBIT A

The land in Salem, with the buildings thereon, bounded and described as follows:

- WESTERLY: by Phelps Street about seventy-nine (79) feet;
- NORTHERLY: by land now or formerly of Little about sixty-seven (67) feet;
- EASTERLY: by land now or formerly of Murphy about forty-two (42) feet;
- NORTHERLY: by land now or formerly of Murphy about (54) feet;
- EASTERLY: by land now or formerly of Tuttle, Babridge and Russell about forty (40) feet, five (5) inches; and
- SOUTHERLY: by land now or formerly of Gilbert about one hundred twenty-five (125) feet.

Meaning and intending to convey and hereby conveying the same premises as conveyed to me by deed of Dennis R. Harrison. Said deed is recorded prior hereto.

DM

125

QUITCLAIM DEED

2004060400273 Bk:22949 Pg:58
06/04/2004 10:56:00 DEED Pg 1/1

I, the undersigned, Maureen Cavanaugh, of 5 Phelps Street, Salem, Essex County, Massachusetts for consideration of One Dollar (\$1.00), grant to Maureen Cavanaugh, Trustee of Cavanaugh Family Realty Trust to be recorded herewith of 5 Phelps Street, Salem, Essex County, Massachusetts, with Quitclaim Covenants, the land in Salem, Essex County, Massachusetts, known as 5 Phelps Street, with the buildings and Improvements thereon, bounded and described as follows:

- WESTERLY:** by Phelps Street about seventy-nine (79) feet;
- NORTHERLY:** by land now or formerly of Little about sixty-seven (67) feet;
- EASTERLY:** by land now or formerly of Murphy about forty-two (42) feet;
- NORTHERLY:** by land now or formerly of Murphy about fifty-four (54) feet;
- EASTERLY:** by land now or formerly of Tuttle, Babridge and Russell about forty (40) feet, five (5) inches; and
- SOUTHERLY:** by land now or formerly of Gilbert about one hundred twenty-five (125) feet.

Meaning and intending to convey the same premises conveyed to me by deed of Dennis R. Harrison dated May 25, 1999 and recorded with Essex South District Registry of Deeds, Book 15695, Page 12.

Executed under seal this day of Dec. 3, 2001

Maureen Cavanaugh
MAUREEN CAVANAUGH

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss

Dec. 3, 2001

Then personally appeared the above named MAUREEN CAVANAUGH, and acknowledged the foregoing instrument to be her free act and deed before me.

RETURN TO
PHILIP D. MORAN ESQ.
265 ESSEX ST.
SALEM, MA 01970

PHILIP D. MORAN, ESQUIRE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 2, 2003

Philip D. Moran
Notary Public
My commission expires: 10/02/03

② E

pc2

2 pages

QUITCLAIM DEED

I, Maureen Cavanaugh, of Salem, Massachusetts, Trustee of Cavanaugh Family Realty Trust, created under Declaration of Trust dated December 3, 2001, and recorded with the Essex South Registry of Deeds on June 4, 2004, at Book 22949, Page 49, and as further referenced in Trustee Certificate signed and dated the same day as this Deed and recorded contemporaneously herewith, in consideration of Ten and 00/100 Dollars (\$10.00), and other good consideration paid, grant to Maureen Cavanaugh, of 5 Phelps Street, Salem, Massachusetts, individually,

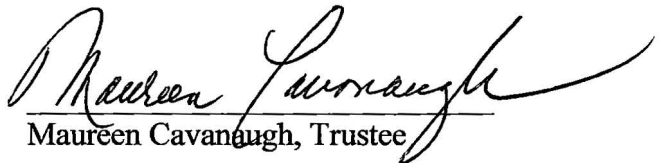
with Quitclaim Covenants

the land in Salem, Essex County, known as 5 Phelps Street, with the buildings and improvements thereon, bounded and described as follows:

- WESTERLY: by Phelps Street, about seventy-nine (79) feet;
- NORTHERLY: by land now or formerly of Little, about sixty-seven (67) feet;
- EASTERLY: by land now or formerly of Murphy, about forty-two (42) feet;
- NORTHERLY: by land now or formerly of Murphy, about fifty-four (54) feet;
- EASTERLY: by land now or formerly of Tuttle, Babridge and Russell, about Forty (40) feet five (5) inches; and
- SOUTHERLY: by land now or formerly of Gilbert, about one hundred twenty-five (125) feet.

Said premises are the same premises conveyed to me as Trustee of the Cavanaugh Family Trust by deed dated December 4, 2001, and recorded on June 4, 2004, at the Essex South District Registry of Deeds, at Book 22949, Page 58.

WITNESS my hand and seal this 8 day of December, 2017.

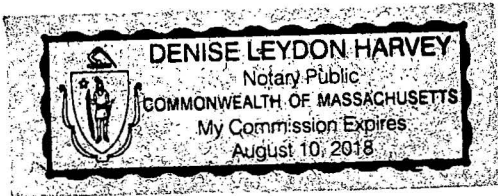

Maureen Cavanaugh, Trustee

Property Address: 5 Phelps Street, Salem, MA 01970

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 8th day of December, 2017, personally appeared before me Maureen Cavanaugh, proved to me by satisfactory evidence of identification, which was MADONNA IRENE to be the person who signed the attached Quitclaim Deed, and acknowledged to me that she signed it willingly and for its stated purpose,



Denise Leydon Harvey
Notary Public: Denise Leydon Harvey
My commission expires: August 10, 2018

RETURN TO:
John A. Gebauer, Esq.
76 Lafayette Street – Suite 202
Salem, MA 01970

705
SO. ESSEX #357 Bk:36691 Pg:18
05/02/2018 03:02 DEED Pg 1/2

QUITCLAIM DEED

I, **MAUREEN CAVANAUGH**, of Salem, Essex County, Massachusetts, in consideration of One Dollar and Zero Cents (\$1.00) paid, grant with QUITCLAIM COVENANTS to **MAUREEN CAVANAUGH as Trustee of the CAVANAUGH FAMILY REALTY TRUST Under Declaration of Trust dated June 4, 2004**, with an address of 5 Phelps Street, Salem, Massachusetts, the following property located in Salem, County of Essex, Commonwealth of Massachusetts:

FOR DESCRIPTION SEE "EXHIBIT A" ATTACHED HERETO.

All right of homestead and other interest are also released.

Executed under seal this **2nd** day of **May, 2018**.

Maureen Cavanaugh
MAUREEN CAVANAUGH

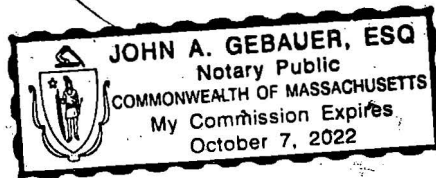
PROPERTY ADDRESS: 5 Phelps Street, Salem, MA 01970

5 Phelps Street, Salem, MA 01970

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF ESSEX)

On this **2nd** day of **May, 2018**, before me, the undersigned notary public, personally appeared **MAUREEN CAVANAUGH**, proved to me through personal knowledge or satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose.

[Signature] (official signature and seal of notary)
John A. Gebauer, Esq.
My commission expires: 10/07/22



Box 21

EXHIBIT A

The land in Salem, Essex County, known as 5 Phelps Street, with the buildings and improvements thereon, bounded and described as follows:

WESTERLY by Phelps Street, about seventy-nine (79) feet;

NORTHERLY by land now or formerly of Little, about sixty-seven (67) feet;

EASTERLY by land now or formerly of Murphy, about forty-two (42) feet;

NORTHERLY by land now or formerly of Murphy, about fifty-four (54) feet;

EASTERLY by land now or formerly of Turtle, Babridge and Russell, about forty (40) feet five (5) inches; and

SOUTHERLY by land now or formerly of Gilbert, about one hundred twenty-five (125) feet.

Meaning and hereby intending to describe the same premises as conveyed to Maureen Cavanaugh by deed dated and recorded on December 8, 2017 with the Essex South District Registry of Deeds in Book 36390 at Page 150.