

109 Derby Street

This house was built for Capt John McMillan, Salem mariner, circa 1800-1803; it was not built for David Ropes, cooper, in 1770 or 1771.

On 7 July 1769 for 66.13.4 John Turner Esq granted to David Ropes, Salem cooper, a 30-pole piece of land, being #2 in the division of the real estate of the late Robert Turner, bounded 7 poles 5 links (abt 119') on the "New Street" (Derby Street), and about 71' 4" on Turner's Lane (127:54).

MR ROPES soon built the large four-square Georgian house (now 111 Derby St.) on the corner of the lot and the streets, and on 15 June 1771 he granted to John Elkins, Salem mariner, for payment of 346 li, the house, out houses & fences, together with the house-lot bounded 70' 9" on Turner's Lane, and 75' on "the street leading from the Long Wharf to the Rope Walk" (Derby Street), (129:97).

Capt John Elkins owned this homestead until his death, after which it descended to his children John Elkins and Abigail, wife of George C Ward. On 1 Aug 1794 Mr Elkins, Salem yeoman, and Mrs Ward, of Sanbornton, NH, for a total of 128 li sold to Oliver Webb, Salem mariner, their rights to their father's house and land (157:236, 158:145).

Mr Webb died about 1800; the premises came under the control of his widow Sarah, administratrix of the es't a e. On 29 Aug 1800 for \$1005 she sold to John McMillan, Salem mariner, the easterly half of the house and land, including the land on which 109 Derby Street would be built (1 :). A close reading of this deed proves that only the house at 111 Derby Street was her standing, for the cellar is described as bounding westerly on Turner Street. On 12 Sep 1800 Mrs Webb for \$250 sold her dower (wes'erly) part of the homestead to Cap^t John McMillan (168:31). Cap^t McMillan thus acquired the entire house and land.

Between the summer of 1800 and the summer of 1803 Cap^t McMillan built the house at 109 Derby Street; on 1 Aug 1803 for \$ he sold the house and land (bounded north on Derby Street 35' and west on Turner Street 70' 9") at 111 Derby Street to Noah Gale, Plymouth mariner; Cap^t John reserved to himself and his "adjoining estate" (109 Derby Street) the use of a passageway back to a pump (171:303).

Robert Booth
15 Mar 1978.

Book 187
Page 54Book 187
Page 54

Know all Men by these Presents That I John Turner of Salem in the County of Essex Esq^r in Consideration of Sixty six Pounds Thirteen Shillings & four Pence Lawfull Money, paid me by David Ropes of Salem aforesaid subscriber the Receipt whereof I do hereby acknowledge do hereby give grant, sell and convey unto the said David Ropes and his Heirs a Piece of Land in said Salem containing Thirty Poles being part of the Estate of Robert Turner deceased and in the Division

55

Description of said Robert's real Estate, the same Piece of Land is called Number two & in the same Division the same is bounded as follows viz bounded Northerly on New Street there measuring Seven Poles and five Links Easterly on Number four there measuring four Poles seven & half Links Southerly on number three there measuring seven Poles six & half Links Westerly on Turners Lane Measuring four Poles & Eight Links or however otherwise the same is now bounded or reputed to be bounded with the Appurtenances to y^e same belonging so have and to hold the same to the said David Ropes and his Heirs to his & their Use and Behoof forever And I do Covenant with the said David Ropes & his Heirs and Assigns, That I am lawfully seized in fee of the Premises That they are free of all Incumbrances That I have good Right to sell and convey the same to the said David Ropes as aforesaid And that I will Warrant and Defend the same to the said David Ropes & his Heirs and Assigns forever against the lawfull Claims & Demands of any Persons In Witness whereof I and Mary my Wife in Token of her Content Iureto & of her free Relinquishment of her Right of Power in & to the Premises have hereunto put our Hand and Seals this twenty seventh Day of July Anne Domini 1769

Signed Sealed & Dated

John Turner & a Seal

in presence of us

Mary Turner & a Seal

Francis Grant

Essex Esq^r August 1st 1769 Then the withinJohn Turner Jun^r named John Turner & Mary his Wife Personallly Appeared and Severally Acknowledged the within written Instrument to be their free Deed

before Joseph Bowditch Just & Peace

Essex Recd. on Record Sept 20th 1769 & entered & examd.

by Wm. Williams. Recd.

Book 187
Page 54

109 Steele

David Ropes junr

Know all Men by these Presents That I David Ropes Junr of Salem in the County of Essex Cooper with the consent of Priscilla my wife in consideration of Three hundred and forty Six Pounds Lawful Money paid me by John Elkins of Salem aforesaid Mariner the Receipt whereof I do hereby acknowledge do hereby give grant Sell and Convey unto the said John Elkins and his Heir A Certain piece of Land in said Salem with the Dwelling House out House and Fences on the same bounded Westerly by a Lane called Turners Lane Seventy feet and nine inches Northerly on the Street leading from the Long wharf (so called) to the Roape walk in said Town Seventy five feet Eastwardly on Land of Mr Hannah Mansfield Seven feet and nine inches Southerly on Land of Eunice Balston wife of Nathaniel Balston of Boston Esq^r Sixty Seven feet To have and to hold the same to the said John Elkins and his Heir to his and their use and behoof forever And I do covenant with the said John Elkins his Heir and Assigns That I am lawfully seized in Fee of the Premises that they are free of all Incumbrances that I have good right to sell and convey the same to the said John Elkins and his Heir to hold as aforesaid and that I will warrant and defend the same to the said John Elkins his
Heir

Heirs and Assigns forever against the lawful claims and demands of any Persons and the said Priscilla in consideration of the above and five Shillings paid her by the said John doth hereby release and grant to said John and his Heir her right of Dower in and to the Premises In witness whereof we have hereto put our hands and Seals this fifteenth Day of June Anno Domini 1771.

David Ropes junr of a Seal
Priscilla Ropes of a Seal

Signed Sealed & Del:

in presence of us
Elias Hatchet Derby
Eben Ward junr

Essex Co Salem June 15th 1771 Then the within named David Ropes junr personally appeared and Acknowledged the within Instrument to be his free Act and Deed, before Joseph Blaney Justice of Peace

Essex Co Recd on Record August 7th 1771 & entered of examd
by Wm Higginson Esq^r

This is
#111

Book 129
Page 29

to the east to go said house, and likewise the northerly part of the cellar of said house
at, beginning a stake, on Turner street, that is sixteen feet four inches southerly from the
west corner of the cellar wall of sd house, from thence running easterly to a mark in the west door
one foot & nine inches from the north side of the entrance of said door, and from thence
in a straight line through the chimney to the line in the house where the partitions
which divide the front room from the easterly end of said house standeth, then running northerly
to north side of the chimney, then running easterly as the partition now standeth to the cellar
wall, also the store standing on said land, and one half part of the well and pump in the yard
part of the house, and the privilege of a passage way through the yard to the well, and one
of the necessary house, and shall at all times have a right to and may use the water.

and Newpr
property. (#105)

Well South
of the house

cellar door & steps, that is to the southerly side of sd house, and the passage way from Turners street
to the cellar door, and from the cellar steps by the westerly wall to the cellar under the northerly part
of said house - And the said Sarah reserves to herself her heirs & assigns, and the occupancy of the other
part of said house, a privilege to use the necessary standing on said land, in common with the said
John & his assigns, till it may be removed on the dividing line at the joint expenses of all concerned
also the privilege of a passage way from the cellar door to the westward of the chimney and northward
so far east as to have a door way to the eastward into the southeast cellar, and the improvement of all
the arch in the said chimney so long as the present house shall stand, also the privilege of having
the inner cellar stairs where they now are, for the use of the occupiers of said house. To have
and to hold the same, with all the privileges and appurtenances thereto, to him the said John
McMillan his heirs and assigns forever. And I do hereby in the capacity aforesaid covenant with
the said John McMillan his heirs and assigns, that the said Oliver Webb died seised of the premises.
that I was duly licensed by said Court to make sale thereof, and that it was necessary the same
should be sold for the purposes, that previous to the intended sale, I took the oath by law pre-
scribed, and gave public notice thereof according to the directions of the law in such cases
made and provided, and that the said John McMillan offered most for the said premises, and the
same was thereupon struck off to him for the sum aforesaid at a publick vendue held at the said
dwelling house, on monday the twenty fifth day of August instant; and I do further in the capacity
aforesaid covenant to and with the said John McMillan his heirs and assigns, that the premises are
free of all incumbrances, and that I will warrant, secure and defend the same to him the said
John McMillan, his heirs and assigns forever against the lawful claims and demands of all
persons, in witness whereof I have hereunto set my hand and seal the twenty ninth day of
August in the year of our Lord one thousand eight hundred - Sarah Webb a seal
signed sealed and delivered } Esqrx Salem August 29 AD. 1800 Then the above named Sarah
in presence of us } Webb personally appeared and acknowledged the above written

My hand
sealed

To will prove to witness these presents shall come to witness I Sarah
county of Essex widow administratrix upon the estate of Oliver White late of Salem deceased J. M. Miller
minister deceased, by an order of the court of common pleas for the said county of Essex which was
before the said holder of said lands within and for the county of Essex, on the second Tuesday of July
being the eighth day of said month, Abner Pennington Esq. was licensed to make sale of the real
estate of the said deceased, consisting of about ten poles of with one half of a dwelling house and
stone thereon, situate in Salem aforesaid, the whole is bounded northerly and westerly by street easterly
on land of Alansfield, southerly on land of Kenney, and westerly on Turner street to satisfy
the first debt by him owing at the time of his death and for incidental charges. Therefore
I now say, that I the said Administratrix as aforesaid as well by virtue of the power and authority given
to me herein as aforesaid, as in consideration of the sum of one thousand and five dollars paid me by
John the Miller of Salem aforesaid master, the receipt whereof I do hereby acknowledge, have
granted bargained and sold, and do hereby in said capacity grant bargain sell convey and con-
vey unto him the said John the Miller his heirs and assigns forever, the easterly end of a certain
dwelling house and the said adjoining situation in Salem aforesaid, and is bounded as follows
to wit, beginning at a stake on Derby street twelve feet and eight inches westerly from corner
the northeast corner of the cellar wall, from thence running southerly to the west side of the front
door to the middle of the partitions as they now stand, through the house with the chambers over
the same to a stake that is eight feet southerly from the cellar wall and bound westerly by
the other parts of said house, then running parallel with the cellar wall easterly thirteen feet
to a stake, then running southerly to land of Henry and bounded on the east by the property
of Parker and partly by land set off to the widow for her dower, then running easterly by the land
of Kenney to Mansfield land, then running northerly by Mansfield land to Derby street, and then
running westerly to the stake and bounds first mentioned, also that part of the chimney which is
joined to the east end of said house, and likewise the northerly part of the cellar under said house
to wit, beginning at a stake, on Turner street, that is sixteen feet from the
northwest corner of the cellar wall of said house, from thence running easterly from the west door
that is one foot and nine inches from the north side of the entrance of said door, and from thence
running in a straight line through the chimney to the line in the house where the partitions
which divide the front room from the easterly end of said house standeth, then running northerly
to the north side of the chimney, then running easterly at the partition now stands to the cellar
wall, also the stone standing on said land, and one half part of the wall in pump in the yard) L Whell South
Court of the house, and the privilege of a passage way through the yard to the well, and one

Bookle 168
Page 31

Know all men by these presents, That Sarah Webb of Salem in the County of Essex & Commonwealth of Massachusetts, Widow, in consideration of two hundred and fifty Dollars paid me by John H. Hiller of said Salem, Mariner, the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell, and convey unto the said John the following part and parcel of the Land, Dwelling house, & Buildings on the same, which formerly belonged to Oliver Webb late of said Salem, Mariner deceased, to wit, the North West or front Room, Chamber and upper Chamber over the

same of the Dwelling house, also that part of the Cellar in the South East corner of the Cellar under the said Dwelling house as the partition now stands, with the privilege of using the outer cellar door, and also a passage way from said door round the North side of the Chimney to go to and from the same, with the free use of the West door entry and stair way from the cellar to the upper Chamber, also of the necessary house, and the privilege of using the well and a way through the yard to go to and from the same, and likewise a piece of Land situated or lying in the Southwest part of the garden, which said Land is twelve feet wide and lies between Land of Mr. Webb and Land of Archer & Henney, and extends as far East from Turners Street as the Land of Mr. Webb extends, the granted Premises being the same which were set off to me, on the 28th April A.D. 1800 by the Committee appointed by the Judge of Probate for said County of Essex, as and for my dower in the Estate of my late Husband, said Oliver Webb, deceased. To have and to hold the said granted premises to him said John H. Hiller, his heirs, and assigns to his and their use and benefit for and during the term of the natural life of me, said Sarah, and no longer And I, said Sarah, do covenant with said John, his heirs, and assigns that the granted Premises are free of all incumbrances, done or suffered by me, that I have good right and lawful authority to sell & convey the same to the said John to hold as aforesaid. And that I will warrant and defend the same to the said John, his heirs, and assigns, during the term of my natural life, against the lawful claims and demands of all persons. In witness whereof, I the said Sarah Webb, have hereto set my hand & seal this twelfth day of September in the year of our Lord one Thousand eight hundred. - - - - - signed, sealed, & delivered in presence of us, - - - - - Sarah Webb and a seal.

H^m Prescott S. J. Prescott. - - - - - Essex ss. September 12th A.D. 1800.

This day personally appeared Sarah Webb above named and acknowledged the foregoing Instrument to be her voluntary act & deed before me H^m Prescott Just Peace

The County of Plymouth mariner, the receipt whereof I do hereby acknowledge, do hereby give grant sell and convey unto the said Noah Gale his heirs and assigns, a Lot of Land with a dwelling house standing thereon, situate & lying in Salem aforesaid, bounded as follows, viz: beginning at the northwest corner of said house, running east bounding north on Derby street thirty five feet, thence from the N.E. corner of said house (allowing eleven & an half inches for eaves dropping) running south bounding east on land of the grantor seventy feet, thence running west bounding south on Andrews land to Turner street thirty two feet, thence running north bounding west on Turner street seventy

Book 171
Page 303

seventy feet & nine inches to the first named boundary in Derby street with all the privileges & appurtenances thereto belonging: Provided however & be it understood that I the grantor do hereby reserve to myself & for the use & benefit of my ~~deceasing~~ estate, a passage of six feet to & from the pump belonging to the premises & the use thereof, which shall be kept in repair at the equal expences of the grantor and grantee. To have and to hold the aforesaid premises to the said Noah Gale his heirs and assigns to him & their use and behoof forever, and I do covenant with the said Noah Gale his heirs and assigns, that I am lawfully seised in fee of the aforesaid premises, that they are free of all incumbrances, that I have good right to sell and convey the same to the said Noah Gale in manner aforesaid, and that I will warrant and defend the same premises to the said Noah Gale his heirs and assigns forever, against the lawful claims and demands of all persons. In witness whereof I the said John Mc Mellan & Mary his wife in consideration of one dollar for relinquishment of Dower have hereunto set our hands and seals

that house
is #111

* Location of
#109

1st day of August in the year of our Lord one thousand eight hundred and three. - - -

John Mc Mellan - - - a seal

Mary Mc Mellan - - a seal

Essex August 2. 1803. Then the above named John Mc Mellan acknowledged the above instrument to be his free act and Deed before me Ezechiel Savage Just. of Peace

sixth Recd August 2. 1803 & recorded & examined by John Pickering Reg'

Now all men by these presents, that I Noah Gale of Plymouth in the County of Plymouth mariner in consideration of one thousand and five hundred dollars paid by John Mc Mellan of Salem in the County of Essex mariner, the receipt whereof I do hereby acknowledge, do hereby give grant sell and convey unto the said John Mc Mellan his heirs & assigns, a Lot of Land with a dwelling house situate & lying in Salem aforesaid, bounded as follows, west on Turner street seventy feet, north on Derby street thirty five feet, east on land of J^d Mc Mellan ~~70~~ seventy feet nine inches, south on Andrews land thirty two feet to the first named boundary in Turner street, being the same estate of which I have this day received a Deed from the abovenamed John Mc Mellan, with all the privileges & appurtenances thereto belonging. To have and to hold the aforesaid premises to the said John Mc Mellan his heirs and assigns, to his & their use and behoof forever, and I do covenant with the said John Mc Mellan his heirs and assigns that I am lawfully seised in fee of the aforesaid premises, that they are free of all incumbrances that I have good right to sell and convey the same to the said John Mc Mellan in manner aforesaid - and that I will warrant and defend the same premises to the said John Mc Mellan, his heirs and assigns forever against the lawful claims and demands of all persons. Provided nevertheless, that if the said Noah Gale his heirs, executors or administrators pay to the said John Mc Mellan, his heirs, executors, administrators or assigns the sum of one thousand five hundred Dollars on or before the first day of August which will be in the year of our Lord one thousand eight hundred & four, with lawful interest thereon, then this Deed as also a certain bond bearing even date with these presents given by the said Noah Gale to the said John Mc Mellan to pay the same sum with interest at the time aforesaid shall both be void, otherwise shall remain in full force. In witness whereof I the said Noah Gale have hereunto set my hand and seal this first day of August in the year of our Lord one thousand eight hundred and three.

Noah Gale - a seal
a seal

Essex August 2. 1803 Then the above named Noah Gale acknowledged

Mary Mc-millans dower from her husband.

The Subscribers a Committee appointed by the Hon^e Samuel Holten Esq^r Judge of Probate for the County of Essex, to divide and set off one third part of all the real Estate of Cap^t John McMillan late of Salem in Said County Mariner deceased intestate, unto his widow Mary McMillan as her Right of dower in Said real Estate, which we have done in the following manner (after being sworn)

vizt The north room in the house, with the small room east of the entry, the Chambers over it and the north Part of the Celler as the Partition now stands with a Priviledge of the outer Celler door and a Passage way to & from the Part set off to her in the Celler, the front door, entry & stairway to the Chambers the yard west of the house from the street to the south side of the front door to be in common to both Parts of the house, with a Priviledge to use the well and necessary house & a Passage way to and from them.

Salem Jan^r 10th 1809 Benjamin Ward

Accept

Joseph Marfield
James Odell

Committee
sworn

Paper No. Salem Jan^r 17th 1809. The aforeswitten W^r & m^m of the Committee being present and aforeswitten is accepted and allowed and endorsed to be recorded and the one third part of said Intestate's real Estate as the same is off'd described is to be and remain for the use and improvement of his widow M^r Mary McMillan as her dower, during her natural life.

J. Holten Proba

Inventory of the estate of John McMillan
Deceased late of Salem in the County of Essex manner
and Deceased apprised on oath by us the Subscribers - viz

From
will of
John McMillan
died
7/19/1808
Probate
18137

Real Estate House and Land & appertinences ad.	\$ 2300.00
personal Estate - 14 mahogany tables ad. \$10/-	10.00
1 mahogany Desk ad. \$21/- 1 Birch D. ad. \$5/- Case of Drawers ad. 31.00	
2 Birch Tables ad. \$1/- 28 Chairs ad. \$23/-	285.00
2 pair of Chovels & Tonges ad. \$5/- 7 pair of Sheets ad. \$9/-	141.00
11 pair of blankets ad. \$10/- tinware & Skinner ad. \$4/-	144.00
Whseing apparel of the Deceased ad. \$27.24	27.24
1 warming pan ad. \$1/- Scales & weights ad. \$1/-	2.00
1 pair of Stilards ad. \$3/- 2 gin Casses ad. \$4/-	7.00
2 Stone jugs ad. \$1.25/- 26 ounces of Silver ad. 110.12/-	110.12/-. 291.85
2 Looking glasses ad. \$10/- glass & Crockery ware ad. \$5/-	15.00
2 pair of undivided ad. \$4/- Copper kettle ad. \$1/-	8.00
4 Candle sticks ad. \$1/- 1 scellbarrow ad. \$2/-	3.00
wooding rising things ad. \$3/- pine Lumber ad. \$1/-	6.00
2 quilts ad. \$10/- 1 rug ad. \$2/- 12 pillow Cases ad. \$2/-	14.00
4 beds containing 202 lbs of feathers ad. 25.65/-	30.50
Sundry of books ad. \$3/- 1 bedstead ad. \$14/-	7.00
	\$ 262.59

Salem July 27 1813

William Lane, Committee
X Mr. William Lane, Committee
Mary M. McMillan, Samuel Leach, sworn
Wm. (sworn) Nathaniel Hitchings

Essex Co.
Suffolk, July
The above named
Witnesses were
present and
the true copy
Supreme Ct.

To Mr. William Lane, Mr. Samuel Leach and
Mr. Nathaniel Hitchings, all of Salem in said
county,

Greeting.

10

in the County of Essex and Commonwealth.

in consideration of One Thousand Dollars.

John Vincent and Emma D. Vincent of said Sa-

me, his wife, and Edmund J. Vincent, and Emma D. Vincent of said Sa-

me, his wife, who are in full knowledge, do hereby

do hereby convey unto the said Amos H.

Vine, Edmund Emma D. Vincent a certain parcel of land

and 10 buildings thereon situate in said Salem on the

parcel of number one hundred and nine and bounded and

described as follows: Northwest by Derby Street. North

one hundred twenty-eight feet; northeasterly by land now or formerly of

Amos H. Vincent forty-eight feet; southeasterly by land now or for-

merly of William Seal, thirty-eight (38) feet and south-

west by land now or formerly of Carter fifty-eight (58)

feet, meaning thereby to convey the property recorded in

Book 457 page 177 and dated October 1st 1868. To have

and to hold the granted premises, with all the privileges

and appurtenances thereto belonging to the said Amos H.

Vincent, and Emma D. Vincent and their heirs and assigns,

to their own use and behoof forever. And hereby for

myself and my heirs, executors and administrators, cove-

nant with the grantee and his heirs and assigns that I

am lawfully seized in fee simple of the granted prem-

ises, that they are free from all incumbrances, that I have

good right to sell and convey the same as aforesaid; and that

I will and my heirs, executors and administrators shall wa-

reント and discharge the same to the grantee, and his heirs

and assigns forever against all lawful claims and de-

mands of all persons. Received of Amos H. Vincent

be my heirs, executors, administrators, or assigns, \$1000.00

unto the grantee, or his executors, administrators, or as-

signees sum of One thousand dollars value of same, from

this date, with interest quarterly at the rate of 6 per cent.

per annum; and until such payment is made, I will

acknowledged to him or her and his or her

secured by the sum of one thousand dollars.

Therefore cause and discharge the same, as

one of

the mortgagors thereof

Amos H. Vincent

January 23, 1871

I acknowledge to him or her and his or her

secured by the sum of one thousand dollars here recorded and do

therefore cause and discharge the same, as

one of

the mortgagors thereof

which he or she may have to undergo before said grant or lease shall be
conveyed to him or her and the title of the conveyancer or attorney
or agent shall be recorded for all time. The grantee or lessor
shall be bound to pay to the grantor or lessor the sum of two dollars
and twenty five cents, or such sum as may be agreed upon by the
grantor, administrators and executors in such sum or less.
such sum or less as the grantee or lessor shall require, and if there
be no sum agreed upon, the execution of any judgment rendered in
any court of law shall be delivered to the grantee or lessor and such judgment shall be
placed at the place where the grantee or lessor is laboring; and shall not commit
or suffer any ship or waste of the grantee's or lessor's time, or
any breach of any covenant herein contained, hereinafter,
as also this note of even date herewith, signed by me witness
but I do promise to pay to the grantee or lessor the sum of six
cents sum and interest at the rate of one cent
and shall be void. But upon any default in the ex-
ecution of or observance of, the foregoing conditions, the
grantee, or the executors, administrators, or lessors, may
sell the granted premises, or such portion thereof as may
remain subject to his mortgage in case of any partial re-
lease of property, together with all improvements thereon,
upon, by public auction in said Salem post publishing
a notice of return and place of sale once each week for
two successive weeks in some one newspaper published
in said Salem so post publication of said notice to be
not less than twenty one days before the day of sale, and
may convey the premises so sold by power of sale made
to the purchaser or purchasers absolutely and in fee simple
and such sale shall forever bear and all manner
of claim, under and from all right and interest in the
premises, or in any part thereof, whether at law or in equity. And in
consideration of, premises above mentioned, the grantee or lessor
forfeiting all rent, charges and expenses incurred or sustained
at the time of sale, may default in the payment of any sum or
any portion thereof, or in the condition, rendering it un-
fit, or unsaleable, or any title, or rights, and property in

in full payment of all debts or accounts, con-
trary to law, and said grantee and his assigns, no
matter what and whenever the attorney or attorneys
may be, do hereby and for ever warrant to execute and deliver to
said grantee and his heirs, executors, administrators, or
assigns, the buildings upon the land contained by this
deed, and all the rights and title to such land. And it is agreed
that the same, or their executors, administrators, or as-
signs, or any other person or persons in their behalf, may sue
and recover judgment made as aforesaid, and that no attorney
or agent shall be answerable for the application of the
same money, and that until default shall be performed
the condition of the execution of this deed, and any
such assign may hold and enjoy the granted premises
in fee simple absolute and profitably. And for the
execution aforesaid, Martin Golen, husband of the a-
foresaid Franceska Golen, hereby release unto the said
Franceska and her heirs and assigns all right of custody
so granted, premises, and all other rights and inter-
ests in them witness whereof we the said Martin
and Franceska Golen, have set our hand and
the twenty third day of April in the year one thousand
one hundred fourteen

gred, sealed and de-
sired in presence of
Edward Barely both
hereinafter called
witnesses, and acknowledged the foregoing instrument to be her
last and final deed
Signed me
Edward Barely Justice of the Peace.

19 ss. 6 mo 23. 1914. 145 m. p.m. Recorded at Esopus.

A. J. Vincent
to John

Know all men by these presents that I, Amos Un-
don, do, for consideration of sum of One thousand
and one hundred dollars, or its equivalent in
real estate, or personalty, or services, do hereby sell
and convey to Gideon P. Baldwin, his heirs and
successors, the following described land situate
in the city of Derby, a certain part of the said
city, being the same described in the Deed
of Amos Undon to said Baldwin, which Deed
is numbered one hundred and nine and bounded and de-
scribed as follows: northerly by Derby Street, twenty six
feet; northwesterly by land now or formerly owned
by Amos Undon, twenty five (25) feet; southerly by land now or for
many years past owned by Amos Undon, twenty eight (28) feet and southwes-
terly by land, now or formerly of Gardner, right eight feet
and running northerly to convey the property recorded in book
154, page 147 and dated October 1st 1868. It is understood by
the seller will not be compelled to remove the caves of
building adjoining mine in the possession of the present
owner, or until alterations are made in building now oc-
cupied as a store whose caves are above referred to. To
have and to hold the aforesaid premises, with all the
privileges and appurtenances thereto belonging to the so-
lentee, to Gideon and his heirs and assigns, to their own
use and pleasure, forever. And I hereby for myself, and
my heirs, executors, and administrators, covenant, with the
same force and effect as if it were written, that I am lawfully
and fully simple of the granted premises, that I have no
right, title, or interest in them, except the taxes for the
year 1914, that I do good right to sell and convey
as aforesaid; and that I will and my heirs, executors, and
administrators, shall warrant and defend the same in the
grantee and his heirs and assigns, forever against all
such claims and demands of all persons, and to the
said grantee his heirs and assigns. In witness whereof I, Amos Un-
don, have hereunto set my hand and seal this 1st day of
April, 1914. Gideon P. Baldwin, wife of Amos Un-
don, and Gideon and his heirs and assigns, do witness
and acknowledge in the presence of Amos Un-
don, and Gideon and his heirs and assigns, that they
have read and assented to all the foregoing terms and

beginning. Meaning to convey all the title, interest and rights which was conveyed to said Richard E. Gould by deed of Charles W. Perkins dated January 8th 1910 and recorded with Essex Co. Dist. Deeds, book 2003 page 435. Said premises are conveyed subject to the restrictions mentioned in said deed. WITNESS my hand and seal this twenty second day of December 1917.

Jeannette R. Gould (seal)

(7) L. E. Libby) COMMONWEALTH OF MASSACHUSETTS. Essex ss.
December 22nd 1917. Then personally appeared the above named Jeanette R. Gould and acknowledged the foregoing instrument to be her free act and deed, before me, Lester E. Libby Notary Public (Notarial seal)
Essex ss. Received Jan. 10, 1918, 3 m. past 1 P.M. Recorded and Examined.

Golin
to
czinski

\$1.R. Stamp
cumentary
canceled

I, Franceska Golin, widow, of Salem, Essex County, Massachusetts, being unmarried, for consideration paid, grant to Agata Soboczinski, wife of Walenty Soboczinski of said Salem, with warranty covenants the land in SALEM, with the buildings thereon situated on Derby Street at number one hundred and nine and bounded and described as follows: Northwesterly by Derby Street, thirty six (36) feet; northeasterly by land now or formerly of Millett, fifty eight (58) feet; southeasterly by land now or formerly of William Leach thirty eight (38) feet and southwesterly by land now or formerly of Carter fifty eight feet (58 ft). Meaning hereby to convey to the grantee the property conveyed to me by deed of Amos J. Vincent, dated April 23, 1914, and recorded in the Essex, Reg. of Deeds, So. District, Book 2257 Page 200. For reference, see also Book 757, Page 177 and dated October 1st, 1868, and recorded in said Registry. Sold subject to a mortgage in the Salem Co-operative Bank for \$1600 which the grantee agrees to assume and pay. WITNESS my hand and seal this tenth day of January 1918.

J. Edward Carey) Franceska Golin (seal)

COMMONWEALTH OF MASSACHUSETTS Essex ss. January 10th 1918 Then personally appeared the above named Franceska Golin and acknowledged the foregoing instrument to be her free act and deed, before me,

J. Edward Carey Notary Public.

Essex ss. Received Jan. 10, 1918, 25 m. past 1 P.M. Recorded and Examined.

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

Charles F. Hathaway Justice of the Peace

Essex ss. Received Jan. 4, 1933. 28 m. past 10 A. M. Recorded and Examined

I, William S. Jefferson, holder of a mortgage from Hazel G. van den Noort and Judokus van den Noort to me dated November 5, 1927 recorded with Essex South District Registry of Deeds Book 2745, Page 536 acknowledge satisfaction of the same WITNESS my hand and seal this 22nd day of December 1932

THE COMMONWEALTH OF MASSACHUSETTS) William S. Jefferson

Essex, ss. December 22nd 1932 Then personally appeared the above-named William S. Jefferson and acknowledged the foregoing instrument to be his free act and deed before me John Lennox Hannan Justice of the Peace

My commission expires March 12, 1937

Essex ss. Received Jan. 4, 1933. 28 m. past 10 A. M. Recorded and Examined

KNOW ALL MEN BY THESE PRESENTS THAT I, Agata Soboczinski of Salem, Essex County, Massachusetts for consideration paid, grant to Frank A. Lachendro and Emily M. Lachendro, 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: Northwesterly by Derby Street thirty six (36) feet, northeasterly by land now or formerly of Millett fifty eight (58) feet, southeasterly by land now or formerly of Leach thirty eight (38) feet and southwesterly by land now or formerly of Morris fifty eight (58) feet. Being the same premises conveyed to me by deed of Franceska Golin dated January 10, 1918 and recorded with Essex South District Registry of Deeds in Book 2383 Page 154. Subject to mortgages to the Salem Five Cents Savings Bank. And I, Walenty Soboczinski husband of said grantor release to said grantees-all rights of tenancy by the courtesy and other interests therein. WITNESS our hands and seals this 4th day of January 1933.

Walenty Soboczinski (seal)

THE COMMONWEALTH OF MASSACHUSETTS) Agata Soboczinski (seal)

Essex ss. January 4, 1933 Then personally appeared the above-named Agata Soboczinski and acknowledged the foregoing instrument to be her free act and deed, before me Elmer W. Liebsch Justice of the Peace

Essex ss. Received Jan. 4, 1933. 47 m. past 10 A. M. Recorded and Examined

(5)

feet, Eight and One Half Inches (59' 8 $\frac{1}{2}$ "). Being the southerly portion of Lot Fifty Nine (59) on said Plan. For title see Book 3387, Page 175; also Book 2535, Page 143 and Book 2535, Page 144. The transfer of this title is subject to any and all municipal taxes, liens and encumberances of record. I, Marion S. Knowlton, wife of said grantor, release to said grantee all rights of dower and homestead and other interests therein. WITNESS our hands and seals this 8th day of May 1945. John S. Knowlton
 THE COMMONWEALTH OF MASSACHUSETTS)

Marion S. Knowlton

Essex ss. May 8 1945 Then personally appeared the above named John S. Knowlton and acknowledged the foregoing instrument to be his free act and deed, before me E. Randall Jackson Notary Public

Essex ss. Received May 8, 1945. 31 m. past 10 A.M. Recorded and Examined.

We, Frank A. Lachendro and Emily M. Lachendro, husband and wife, as tenants by the entirety, both of Salem, Essex County, Massachusetts, for consideration paid, grant to Moses Alpers of Salem with QUITCLAIM COVENANTS the land in said SALEM, with the buildings thereon, bounded and described as follows: Northwesterly by Derby Street 36 feet; Northeasterly by land now or formerly of Millett 58 feet; Southeasterly by land now or formerly of Leach 38 feet; and Southwesterly by land now or formerly of Morris 58 feet. Being the same premises conveyed to us by Agata Soboczinski, by deed dated January 4, 1933, recorded with Essex South District Deeds, Book 2941, Page 436. Said premises are conveyed subject to three mortgages held by the Salem Five Cents Savings Bank, said mortgages being recorded with said Deeds, Book 2514, Page 283, Book 2652, Page 131, and Book 3165, Page 199 respectively; also subject to taxes assessed as of January 1, 1945. WITNESS our hands and seals this 8th day of May, 1945. Frank A. Lachendro

THE COMMONWEALTH OF MASSACHUSETTS) Emily M. Lachendro

Essex, ss. May 8 1945 Then personally appeared the above named Frank A. Lachendro and Emily M. Lachendro, and acknowledged the foregoing instrument to be their free act and deed, before me

Albert Raymond Pitcoff Notary Public My commission expires Jan. 4, 1946.

Essex ss. Received May 9, 1945. 45 m. past 1 P.M. Recorded and Examined.

KNOW ALL MEN BY THESE PRESENTS, that, the Granite Savings Bank, Rockport,

of Salem Essex County, Massachusetts,
in consideration for consideration paid, grant to

Stanley J. Jaskiel and Amy L. Jaskiel, husband and wife, as tenants by the entirety, both
of Salem and said County of Essex with quietclaim covenants
the land in Salem with the buildings thereon, bounded and described as follows:
(Description and encumbrances, if any)
NORTHWESTERLY, by Derby Street, thirty-six (36) feet;
NORTHEASTERLY, by land now or formerly of Millett fifty-eight (58) feet;
SOUTHEASTERLY, by land now or formerly of Leach, thirty-eight (38) feet;
SOUTHWESTERLY, by land now or formerly of Morris, fifty-eight (58) feet.

The consideration for this conveyance is nominal.

For my title see deed of Charlie Jaskiel to the grantor dated June 21, 1961 and
recorded with said deeds Book 4784 Page 166,

and I, Amy L. Jaskiel

~~Essex~~ wife of said grantor,

release to said grantee all rights of ~~homestead~~ dower and homestead and other interests therein.

Witness our hands and seal this fifteenth day of December 1962.

Stanley J. Jaskiel
Amy L. Jaskiel

The Commonwealth of Massachusetts

Essex

ss.

December 15, 1962

Then personally appeared the above named Stanley J. Jaskiel and Amy L. Jaskiel
and acknowledged the foregoing instrument to be their free act and deed, before me

Adam F. Stefanski
Adam F. Stefanski, Notary Public — Justice of the Peace

My commission expires January 14, 1967

Essex ss. Recorded Dec. 26, 1962. 5 m.past 2 P.M. #44

(* Individual — Joint Tenants — Tenants in Common — Tenants by the Entirety.)

KNOW ALL MEN BY THESE PRESENTS THAT, I, Charlie Jaskiel, widower,
of Salem Essex County, Massachusetts,
being unmarried, for consideration paid, grant to

Charlie Jaskiel and Stanley J. Jaskiel, as joint tenants and not as
tenants in common, the survivor to take the whole estate, both *
of Salem and said County of Essex with quitclaim covenants
the land in Salem with the buildings thereon, bounded and described as
follows: (Description and encumbrances, if any)

NORTHWESTERLY, by Derby Street, thirty-six (36) feet;
NORTHEASTERLY, by land now or formerly of Millett fifty-eight (58) feet;
SOUTHEASTERLY, by land now or formerly of Leach, thirty-eight (38) feet;
SOUTHWESTERLY, by land now or formerly of Morris, fifty-eight (58) feet.
Being the same premises conveyed by Moses Alpers to my the grantor
and his wife, Michalina Jaskiel who died on November 8, 1959, by deed
of said Moses Alpers dated October 6, 1953 and recorded with Essex
South District Registry of Deeds, Book 4015 and Page 570.

The consideration for this conveyance is nominal.

କାନ୍ତିର ପଦମୁଖ
କାନ୍ତିର ପଦମୁଖ

releasor x x does and x agrees to the rights of x to collect any and x other interests therein.

Witness my hand and seal this twenty-first day of June 1961.

Intervention List

✓ Willa Fortieh

.....

The Commonwealth of Massachusetts

Essex ss

June 21, 1961

四

Then personally appeared the above named

Charlie Jaskiel

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

(Adam F. Stefanski) Notary Public - N.Y. X-1045-X

My commission expires January 14. 1967.

of Salem Essex County, Massachusetts,
~~being executors~~, for consideration paid, grant to Charlie Jaskiel and Michaelina
Jaskiel, husband and wife, as tenants by the entirety, both
of said Salem with quitclaim covenants

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

Northwesterly by Derby Street thirty-six (36) feet;

Northeasterly by land now or formerly of Millett fifty-eight (58) feet;

Southeasterly by land now or formerly of Leach thirty-eight (38) feet;

and Southwesterly by land now or formerly of Morris fifty-eight (58) feet.

Being the same premises which were conveyed to me by deed of Frank A. Lachendro and Emily M. Lachendro dated May 8, 1945, and recorded with Essex South District Registry of Deeds, Book 3402, Page 146.

Mass. Excise Stamps \$ 5.95 affixed
amount
and cancelled on back of this instrument

U. S. Docum. Stamps \$ 5.50 affixed
amount
and cancelled on back of this instrument

I, Minra G. Alpers,

~~deceased~~ wife of said grantor,

release to said grantee all rights of ~~water, watercourse, timber, minerals~~ and other interests therein.

Witness..... our..... hands and seals this..... sixth..... day of..... October..... 1953.

Mensis b. alpina

The Commonwealth of Massachusetts

Essex ss.

October 6, 1953

Then personally appeared the above named Moses Alpers

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

He all and aged, wrote me
Albert R. Fitch
Notary Public - STATE OF NEW YORK

Mesembryanthemum

Essex ss. Recorded Oct. 7, 1953. 43 m. past 2 P.M.

4784

166

Stanley F. Jaskiel
Anne F. Jaskiel

4015

576

Stanley F. Jaskiel
Charlie Jaskiel

5140

213

Charlie Jaskiel
Mina & Moses Alpers

3402

146

Mina & Moses Alpers
Frank & Emily Packard

2941

436

Frank & Emily Packard
Agata Sobocinski

2383

154

Agata Sobocinski
Franceska & Valenty Sot

2257

208

Franceska & Valenty Sot
Franceska & Valenty Sot

757

177

Franceska & Valenty Sot
Franceska & Valenty Sot

2-18-46

1

Franceska & Valenty Sot
Franceska & Valenty Sot

Ms. p. 31

169

Franceska & Valenty Sot
Franceska & Valenty Sot

Ms. p. 275

169

Franceska & Valenty Sot
Franceska & Valenty Sot

Attached

will of John McMillan and the last partition

of this property remaining Jaskiel property made the
11/30/3 - L.M. McMillan sold & partitioned his estate to
Robert Johnson with between 1800 - 1803)

Taxes paid on houses by owners in Ward 1
Kerry St. can be found in City Hall
Salem downstairs in vault.

- 1806 - John Mc Millan 1 pt. house
1805 - John Mc Millan 1 pt. house
1804 - John Mc Millan 1 pt. house & store
1803 - John Mc Millan 1 pt. house & store
1802 - John Mc Millan 1 part. house
1801 - John Mc Millan 1 pt. house
1800 - John Mc Millan 1 pt. house
1799 - John Mc Millan 1 pt. house
2
1788 John Mc Millan 1 pt. house
1797 - John Mc Millan 1 pt. house
1796 - John Mc Millan 1 pt. house
1795 - John Mc Millan ~~old~~ $\frac{1}{2}$ house
1794 - John Mc Millan $\frac{1}{2}$ house
1793 - John Mc Millan $\frac{1}{2}$ house
1792 - John Mc Millan $\frac{1}{2}$ house
1791 - John Mc Millan house
1790 - John Mc Millan house
1789 - John Mc Millan house
1788 - John Mc Millan house (old)
1787 - ?
1786 - F.R. Mc Millan (old house) no tax