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*38 Washington Square
Salem*

Built for Joshua Oakes, shipwright, 1810

Home of Capt. Henry Elkins, merchant, 1813-1836



CAPTAIN HENRY ELKINS, 1761-1836

38 Washington Square Salem

This house was built for Joshua Oakes, shipwright, in 1809. It was the home of Capt. Henry Elkins from 1813 until his death in 1836.

Joshua Oakes, Sale^{sh}ip-joiner, for \$700 purchased from merchant William Gray a Salem parcel of land fronting on Bath Street 40' and running back about 60' (ED 190:282). Bath Street was the old name for this stretch of Washington Square; there were public baths nearby on the Common. On this rather small parcel, Mr. Oakes had this large three-story hip-roofed house built.

Joshua Oakes (1780-1849) was a native of Cohasset, Mass., on the South Shore, where he was born in 1780. There he was apprenticed to learn the trade of a shipwright. Once he became a journeyman he moved in 1801 to Salem, where he found work in the shipyards. Salem traded with the whole world, and had need for fine new ships to carry cargoes to the other side of the globe, as well as to Europe, Africa, and the Caribbean. In 1807 Joshua married Ruth James, also of Cohasset. In that same year he became a Freemason (EIHC 3:181).

Salem at the turn of the century was growing and thriving. The town's merchants were among the wealthiest in the country. In Samuel McIntire, they had a local architect who could help them realize their desires for large and beautiful homes built and decorated in the Adamesque style, developed by the Adam brothers in England (now known as the "Federal" style). This style, with fanlight doorways, palladian windows, elongated pilasters and columns, and large windows, was introduced to New England by Charles Bulfinch upon his return from England in 1790. The State House in Boston was his first institutional composition; and soon Beacon Hill was being built up with handsome residences in the Bulfinch manner.

Samuel McIntire, a talented carpenter and draftsman of Salem, was quick to pick up on the style, and to adapt it to Salem's larger lots, as on Chestnut Street, Federal Street, and Washington Square, which was filled in and cleaned up in the period 1802-4. McIntire's first composition, the Jerathmeel Peirce house (on Federal Street, near North), contrasts greatly with his Adamesque compositions of just a few years later. The interiors of this style differed from the "Georgian" and Post-Colonial by eschewing walls of wood paneling in favor of plastered expanses painted in bright colors or, more commonly, covered in bold wallpapers. In vernacular (less high-style) houses, the "wallpaper" effect was achieved by painted walls with an overlay of stenciled designs. The Adam style put a premium on fanlight frontispieces and handsome casings and carvings of interior features such door-caps and chimney-pieces (McIntire's specialty). On the exterior, the Adam style included elegant fences and houses that were often built of brick.

Salem's foreign commerce was booming in the first decade of the nineteenth century, as was the commerce of Newburyport and Marblehead. Salem vessels sailed to the Caribbean and Europe—including Russia—as before, but were opening trade to the East as well, sailing to the far side of the globe to trade with the merchants of the Spice Islands, India, and Malaya. Salem cargoes were exceedingly valuable.

All of this commerce created great wealth, which in turn attracted many newcomers to Salem, from outlying towns and even other states. The ferment of the times is captured in the diary of Rev. William Bentley, bachelor minister of Salem's Second (North) Church (it stood nearby on Essex Street) and boarder in the Crowninshield house that stood on Essex Street near the church. Mr. Bentley's diary is full of references to the civic and commercial life of the town, and the personalities of the leading families, and the details of the lives of the "plain folk" who made up the main part of the populace. Not far from Mr. Bentley's church, on Herbert Street, on the fourth of July, 1804, was born a boy who would grow up to eclipse all sons of Salem in the eyes of the world: Nathaniel Hawthorne, whose father, a mariner, would die of fever while on a voyage to the West Indies in 1808. This kind of untimely death was all too typical of Salem's young seafarers, who had little immunity to malaria and other diseases of the Caribbean and Pacific tropics.

Salem's great commercial boom came to an end with^a crash, when, in January, 1808, Pres. Jefferson and the Congress imposed an Embargo on all American shipping in hopes of forestalling war, but it proved futile and nearly ruinous in Salem, whose commerce ceased. As a hotbed of Democratic-Republicanism, the seafarers of the Derby Street area, led by the Crowninshield family, loyally supported the Embargo until it was lifted in spring, 1809.

It was at that moment that Mr. Oakes, who had caused a three-story house to be built on Carlton Street in 1807, purchased the land here, for \$700, in August, 1809, on Bath Street, as it was known. He contracted with a housewright to build him a three-story house in the fashionable style. The house was built end-to-the street so that it had a dooryard and could fill the depth of the 60' lot running toward Essex Street.

The house was probably completed in 1810, and probably served briefly as the Oakes family residence. Joshua Oakes sold out before the end of 1810. He would go on to build many more ships in Salem, and, at the time of the War of 1812, to serve as one of the town's military leaders. He lived on into his 69th year, and would die on 10 March 1849.

On 24 October 1810 for \$3300 Nathaniel Knight, Jr., Salem wharfinger, purchased the house and land from Mr. Oakes (ED 190:282). In the deed, Mr. Oakes specifies that he had caused the buildings to be erected since having bought the lot from Mr. Gray in August, 1809.

As a wharfinger, Mr. Knight was in the business of landing and warehousing the cargoes of ships along the waterfront. He sold the premises in 1811, at a discount, for \$2246 to a Marblehead merchant, Samuel Turner (ED 196:71). It may be that Mr. Knight and family continued to reside here, since Mr. Turner remained in Marblehead.

Salem, out of patience with Jefferson, had furiously resumed its seafaring commerce after the Embargo, but still the British had preyed on American shipping; and in June, 1812, war was declared against Britain. Most of the New England towns opposed the war as potentially ruinous and for the benefit only of the western war-hawk states. Not Salem and Marblehead, which went to war eagerly. Forty privateers were immediately fitted out in Salem, manned by Marblehead and Salem crews, who also served on U.S. Navy vessels, including the *Constitution*. In addition, Salem fielded companies of infantry and artillery.

In August, 1812, the *Constitution*, manned largely by Marbleheaders, defeated the British frigate *Guerriere* on the western edge of the Grand Bank. Salem and Marblehead privateers were largely successful in making prizes of British supply vessels. While many local men were wounded in engagements, and some were killed, the adventure and possible riches of privateering kept the men returning to sea as often as possible.

Salem feared attack from British vessels, and erected forts and batteries on the Neck. In June, 1813, off Marblehead Neck, the British frigate *Shannon* engaged the U.S. Navy frigate *Chesapeake*, Capt. James Lawrence. Lawrence was defeated, and mortally wounded; his last words were the famous "Don't give up the ship!" followed by the less-famous "Blow her up!" Almost a year later, in April, 1814, the people of Salem gathered along the shores of the Neck as three sails appeared on the horizon and came sailing on for Salem Bay. As the day wore on, these vessels proved to be the mighty *Constitution* in the lead, pursued by the smaller British frigates *Tenedos* and *Endymion*. The breeze was light, and the British vessels gained, but Old Ironsides made it safely into Marblehead Harbor, to the cheers of thousands.

On 10 April 1813, for the bargain price of \$2,000, Henry Elkins Esq., of Salem, purchased from Samuel Turner of Marblehead, the dwelling house and all other building, with the lot of land fronting 40' 6" along Bath Street on Washington Square, easterly 60' by land of John Gray, southerly 40' 6" by land of William Gray, and westerly 60' by land of Benjamin Webb Jr. (ED 199:232). This would be the residence of Capt. Elkins and family for the rest of his life.

The war continued, and went poorly for the United States in the east, as the British captured Washington, DC, and burned the Capitol and the White House. Along the western frontier, U.S. forces were successful against the weak English forces; and, as predicted by many, the western expansionists had their day. At sea, Salem's vessels often were captured, and its men captured or killed. After almost three years, the war was bleeding the town dry, and the menfolk were disappearing. Hundreds of Salem

) men and boys were imprisoned in British prison-ships and at Dartmoor Prison in England.

At last, in February, 1815, peace was restored, and Salem merchants soon rebuilt their fleets and resumed their worldwide trade, to great effect.

Capt. Henry Elkins (1761-1836) was a highly successful merchant who had been a notable shipmaster. He was the son of Henry Elkins and Mary Crowninshield, and so was first cousin to the famous Crowninshields. As a young man, he probably participated in the Revolution (1775-1783) as a crewman or officer on board privateers. He married Preserved Mason in 1783, and they would have one child, a daughter Harriet.

About Capt. Elkins, J. Duncan Phillips noted, on page xii of his *Salem and the Indies*, the following about Capt. Elkins. "Immediately after the Revolution he commanded the brig *Cato* in voyages to the West Indies, the Baltic, and an unfortunate one to Madeira in which his brother fell overboard. He started for India in the fine Derby ship *Juno*, but she sank a few hours out of Salem. Mr. Derby attached no blame to him and gave him the *Atlantic* in which he went to Canton. Then, with John Norris, he bought the brig *Harriot*... Next he was master/owner of the schooner *Polly*, and then (master of the Crowninshield vessels) *Telemachus*, *Ulysses*, and *Margaret*. The latter two were both sunk with heavy loss but not while he was captain. He was naval officer of the port of Salem for many years. Few men had more disasters and for none of them does he appear to have been responsible."

In 1787, Capt. Elkins was one of the first Salem shipmasters to sail to the Baltic, in the *Cato*. At Gottenburg, Sweden, he took on an exciting female passenger named Jude Wilkie Hicomb, who claimed to have been kidnapped from Virginia by an Irish captain, from whom she had escaped at Gottenburg. Capt. Elkins brought her to Salem, whence, after a few days, she cleared out for the Chesapeake Bay (ibid, p.41).

In March, 1791, Capt. Elkins and his crew of nine, on board the new brig *Harriot*, arrived with rice from South Carolina, were caught in a terrible storm off the coast of Holland. The *Harriot* and eleven other vessels were driven on shore and wrecked on Texel, an island off Amsterdam. The men jumped into the sea and swam for their lives; Capt. Elkins grabbed the mane of a horse, which swam him safely to shore. All of the other Salem men perished. The wreck was plundered by the wicked people of Texel, who even stole the money out of Capt. Elkins' sea chest (ibid, pp. 42-3). It was at about this time that the portrait of Capt. Elkins was painted (it is now in the collection of the Peabody-Essex Museum).

The minister and diarist, William Bentley, a near neighbor, took occasional note of the life of Capt. Elkins. Bentley's provocative entry for 18 Oct 1816 is, "a chemise was left on the steps of Capt. Henry Elkins' on Wednesday night, wet from the grass."

In July, 1819, the Elkins' only child, Harriot, married Major Enos Cutler of the U.S. Army. He was stationed on Lake Ontario, and it was clear that Harriet would be leaving Salem, perhaps forever, as Major Cutler's wife. Mr. Bentley noted that Capt. Elkins had come to him for comfort at the thought of being separated from his only child.

Capt. and Mrs., Elkins grew old together here on "Bath Street." As mentioned above, Capt. Elkins eventually became a naval officer of the Port of Salem. He probably had offices at the Derby Street Custom House, built in 1819. In 1831 (per Salem valuation records), the house was occupied by the Elkinses and by Putnam I. Farnham, 38, their well-to-do tenant.

The advent of railroads and canals in the 1830s diverted both capital and trade away from the coast (the Eastern Rail Road arrived in Salem from Boston in 1838). American goods were now being produced at a level where imports were not so much needed as in the past, and the interior of the country was being opened for settlement. People moved west, including some from Salem, and the economic attention of the merchants turned westward with them. Manufacturing and the railroads now attracted Salem's capital, and many of the more notable merchants moved to Boston, the center of investment in these non-maritime industries. Salem did engage in some manufacturing, but it could not compare with the new factory towns of Lowell and Lawrence, with their mills driven by the powerful waters of the Merrimack.

Capt. Henry Elkins died on the 20th of August 1836, aged 75 years. An inventory of his estate was then taken, and is appended to this report. The homestead was valued at \$4500, and the furnishings were enumerated. By his will (1828), he devised all of his property to his daughter Harriet after the death of his wife.

His widow, Preserved Mason Elkins, continued to reside here along with Mr. Farnham, the tenant, who was 46 in 1839, at which time the house was numbered 12 Bath Street (see 1839 valuation). She was in Burlington, New Jersey, when she died of a heart complaint on 15 November 1840. Mrs. Harriet Elkins Cutler resided in Hartford, Conn., with her husband. They sold the premises in 1845 to Betsy Savory (ED 327:205, 361:219). In 1846 Mrs. Savory sold the same to Mrs. Caroline Scobie (ED 370:151).

Somewhat stubbornly, Salem's waning merchant class pursued their business on the sea; but as the years went by the conditions of shipping changed, and Salem was left on the ebb tide. Giant clipper ships replaced the smaller ships that Salem men had sailed around the world; and the clippers, with their deep drafts and large holds, were usually too large for Salem and its harbor. The town's shipping soon fell off to visits from Down East coasters with cargoes of fuel wood and building timber. By 1850 Salem's was finished as a working port; and its glory days were over.

After the death of Mrs. Scobie, one of her heirs or devisees in 1857 sold out to the other, William H. Jelly (ED 370:151). He died owning the homestead. An heir of Mr.

Jelly, Mrs. Elizabeth Webb, sold her interest in 1859 to Mary E.w. West (ED 561:200, 592:3). She sold out in 1887 to Mary E. West, who sold the same in 1892 to Lucretia O.S. Johnson (ED 1205:516, 1346:454).

Salem re-tooled as an industrial center, with good success. In the early 20th century it filled in its old inner harbor, which had wound in from Derby Wharf along what is now New Derby Street all the way to where the Post Office now is, where it had met the waters of the beautiful Mill Pond, which had flowed seaward from Loring Avenue as a wide expanse of water between Canal Street and Jefferson Avenue.

In 1897 Harry S. Perkins became the owner of the homestead here on Washington Square (ED 4603:203); and he would remain the owner until his death in 1961.

--Robert Booth, 17 Sept. 2000

Robert Booth

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Glossary

#1234 refers to probate case 1234, Essex County probate
ED 123:45 refers to book 123, page 45, Essex South Registry of Deeds
Salem Directory refers to the published Salem street directories
Census refers to census records, taken house-by-house with occupants listed.
EIHC refers to Essex Institute Historical Collections

28 Aug. 1809 Gray to Gates ED 186:230.

I now all men by these presents That I William Gray of Salem in the
County of Essex and State of Massachusetts Gentleman, in consideration of seven hundred
dollars paid me by Joshua Gates of said Salem ship-owner, the receipt whereof I do hereby
acknowledge do hereby give, grant, sell and convey unto the said Joshua Gates his heirs &
assigns forever, a certain lot of land situate in Salem aforesaid and is bounded as follows:
viz beginning at the Northwesterly corner of said lot thence running by Math
Street fronting Washington Square forty feet six inches, thence running Southerly by
land of John Gray sixty feet thence running Westerly by land of said William Gray
forty feet six inches, thence northerly by land of Benjamin Webb Jr. sixty feet to the
bounds first mentioned without the privileged and appurtenances thereunto belong-
ing. To have and hold all the granted premises with the appurtenances to the said
Joshua Gates and assigns to their use and benefit forever, And I the said Willm
Gray for myself my heirs executors and administrators do hereby covenant with
the said Joshua his heirs and assigns that I am lawfully seized in fee of the pre-
mises that they are free of all incumbrances, that I have good right to sell and convey
the same to the said Joshua his heirs and assigns, and that I will and my heirs
executors and administrators shall warrant and defend the same to the said
Joshua his heirs and assigns forever against the lawful claims and demands of
any persons, And Hannah Gray wife of said William Gray in consideration of
of one dollar paid her by the said Joshua the receipt whereof she doth hereby ac-
knowledge doth hereby forever relinquish her right of dower in the premises to the
said Joshua his heirs and assigns. At witness whereof we the said William
Gray & Hannah Gray have hereunto set our hands and seals this twenty eighth
day of August in the year of our Lord one thousand eight hundred and nine.

signed sealed & delivered in presence of } William Gray ... seal
Nathaniel Stone John Saunders ... } Hannah Gray ^{her} seal
Salem August 28. 1809. That the above named William Gray & Hannah
Gray personally came & acknowledged the above instrument to be their free act & deed
before me John Saunders Just. of Peace

10 April 1813 Sam'l Turner to Henry Elkins ED 199:232

Sam'l Turner

To
Henry Elkins Esq; Marblehead in the County of Essex Merchant in consideration of Two Thousand dollars to me well and truly paid by Henry Elkins of Salem in said County of Essex, Esquire, the receipt whereof I do hereby acknowledge do hereby give grant sell and convey unto the said Henry Elkins his heirs and assigns forever, a certain lot of land with the dwelling house and all other buildings thereon standing situate in Salem aforesaid bounded as follows, to wit, beginning at the northwesterly corner of said lot, and running easterly by Bath Street fronting Washington Square forty feet six inches thence running southerly by land of John Gray sixty feet, then running westerly by land of William Gray forty feet six inches, then running northerly by land of Benjamin Webb just sixty feet to the first bounds with all the privilege and appurtenances thereof being the same premises which I purchased of Nathaniel Knight by deed dated the twenty sixth day of November eighteen hundred and eleven and recorded in the Registry of deeds for

for said County November 27th A.D. 1811. Book one hundred and ninety six & leaf seventy one as will appear by reference to said deed. To Have and to Hold the aforesigned Premises to the said Henry Elkins Esq; and his heirs and assigns to his and their use and behoof forever, and I do covenant with the said Elkins and with his heirs and assigns, that I am lawfully seized in fee of the aforesigned Premises, that they are free of all incumbrances, that I have good right to sell and convey the same to the said Henry Elkins as aforesaid, and that I will warrant and defend the same Premises to the said Elkins his heirs and assigns forever, against the lawful claims and demands of all Persons. In witness whereof I the said Samuel with Sally my wife who hereby in consideration of ten cents paid her by said Elkins relinquishes all right of dower in and to said granted Premises, have been to set our hands and seals this tenth day of April in the year of our Lord one thousand eight hundred and thirteen.

Samuel Turner seal
signed sealed & delivered in presence of us Sally Turner seal
Ralph H. French Samuel S. Turner Esq; of Marblehead April 10. 1813.
Then the above named Samuel Turner & Sally acknowledged the above instrument to be their free act and deed before me Ralph H. French Just of Peace
Essex Reg^t May 4. 1813. recorded and examined by Thos. Choate Reg^r

30 Sept 1828 Will of Henry Elkins

In the name of God amen. I Henry Elkins, of Salem in the county of Essex, gentleman, being in good health, of full age, of sound and disposing mind and memory, and being desirous of settling my worldly affairs, whilst I have strength and capacity, do ordain, make, publish and declare this my last will and testament; hereby revoking and making void all former wills by me at any time heretofore made.

It is my will, that all my just debts and the charges of my funeral be paid out of my personal estate by my executors hereinafter appointed as soon as conveniently may be after my decease.

I give, devise and bequeath to my beloved wife Preserved Elkins the use, profit, rent and income of all my estate, real and personal, for and during the term of her natural life. In case my wife should find the income of my real estate insufficient, or she should wish to sell my real estate, and invest the proceeds in stocks, I fully authorize and empower her so to do.

After the decease of my wife, I give, devise and bequeath the whole of my estate, real and personal, to my children, Eros Cutler and Harriett Cutler, and to their heirs forever.

In case my daughter Harriett should not survive my wife, then, after the decease of my wife, I give, devise and bequeath the whole of my estate to my son Eros Cutler, subject to the payment of the following legacies:-

To Henry Elkins Jocelyn I give and bequeath the sum of five hundred dollars.

To Henry Elkins Flint I give and bequeath the sum of five hundred dollars.

To Mary Jane Scobie I give and bequeath the sum of five hundred dollars.

I hereby nominate, constitute and appoint my friends John Edwards and Jonathan Holman deputy naval officers at the custom house executors this my last will and testament.

In witness whereof I have hereunto set my hand and seal, this the tenth day of September A.D. eighteen hundred and twenty eight.

Signed, sealed, published and declared by the said Henry, as his last will and testament, in presence of us, who, at his request, and in his presence, have hereunto subscribed our names, as witnesses.

David Putnam
Sam'l Mansfield
Joseph G. Waters

H. Elkins Seal.

Recorded from the original, and examined by C. W. H. Lord Jr., register.

To the honorable Daniel A. White, judge of probate in and for the county of Essex.

We undersigned respectfully represent, that, having been nominated by the late Henry Elkins, executors of the last will of said decedent, and it being inconvenient for them to take upon themselves that trust, they respectfully decline the appointment.

John Edwards
Jon. Holman

Salem, October 3, 1836.

Received and filed in probate court at Salem, October 1, 1836. Attest. C. W. H. Lord Jr., register.

Recorded from the original, and examined by C. W. H. Lord Jr., register.

29 Aug. 1837 Inventory of estate of Capt. Henry Elkins

INVENTORY AND APPRAISEMENT OF THE ESTATE OF

Henry Elkins,
late of Salem, in said County, esquire, deceased, testate, as
shewn to us by the Administrator with the will annexed.

REAL ESTATE.

A dwelling house and lot of land in Bath street	\$4500--
Dwelling house, store and lot in Essex street	2500--
Eastern half of a dwelling house, garden and lot in Essex street, extending to	2000--
East street	1000--
	\$ 9000--

Personal estate:

Ninety two shares N. marine insurance company stock	\$1680--
Twenty two do. Merchant's bank	2200--
One do. Salem bank	100--
One do. Salem marine insurance company stock	200--
Twenty three do. Eastern stage company do.	2300--
Four feather beds \$40-- three straw beds \$1--	41--
Four bolster and three pillows	15--
Four bedsteads (maple)	12--
One mattress \$6-- two woolen carpets \$30--	36--
Two straw carpets \$12-- one hearth rug \$6--	18--
Three bureaus \$36-- case of drawers \$5-- secretary \$8--	49--
Two wash stands with furniture	12--
Two chamber sets	3--
Two easy chairs \$6-- Thirty chairs \$30--	36--
	\$6702--

Three Franklin and one common stove	30--
Three looking glasses	12--
Two pair bellows, shovels and tongs and painted fender	6--
Three pairs audiorous	5--
Seven tables \$30-- work table \$4--	34--

[Continued.]

Table cloths, covers and napkins
 Bed linen and pillow cases
 Six blankets \$25. - eight bed covers \$16. -
 Old side board
 Mahogany fire screen \$4. - two mirrors \$3. -
 Plated casters \$3. - cream pot and ladle \$2.50. 5.00
 Plated basket \$5. - 2 do. forks 50c.
 Two pairs do. candlesticks
 Lot of china were
 W. crockery do. 6.00
 W. glass do. 10.00
 W. iron do. 12.00
 W. tin do. 6.00
 W. wooden do. 4.00
 W. knives and forks 3.00
 W. books 4.00
 W. trunks 8.00
 W. sundry articles in caskets &c.
 were on hand 37.50
 \$ 137.40

Brought forward.	Amount of real estate,	\$ 9000.00
	Amount of personal estate,	7374.00

TOTAL, \$ 16,374.00

Dated at Salem this twenty ninth day of August A. D. 1837.
 C. Cutler, adm'r. wills, Joseph G. Walker,
 will annexed. William Sage, Edwin Jocelyn, COMMITTEE.

Essex, ss. At a Court of Probate holden at Salem
 in and for said County, on the last Tuesday in August, A. D. 1837.

Thos. Cutler, administrator with the will annexed,
 presents the foregoing, and makes oath, that it contains a true and
 perfect inventory of the estate of Henry Elkins, late of Salem
 in said County, esquire, deceased, testate, so far as has come to his knowledge, and that, if any thing further shall hereafter appear, he will cause it to be record herewith in the probate office.—It is thereupon decreed, that the same be accepted, allowed and recorded.

D. A. White, Judge of PROBATE.

Recorded from the original, and examined by

Wm. Jordan



Historic Salem, Inc.

House History and Plaque Program For Owners Scott Sneddon and Linda L. Price-Sneddon

June 24, 2000
Prepared by Sean Patrick Maher

38 Washington Square South Salem, Massachusetts

**Built by Joshua Oakes
1809-1810**

38 Washington Square South is a center-entrance, three-story, hipped-roofed dwelling built during what is called the Federal Period of our country (1780-1825) along the borders of Salem Common. The Common in the early days of the town, was a swampy area of about 9 acres and consisted of several hills and five ponds which drained into Collins Cove (then called Shallop Cove) by way of a brook that ran down the course of present day Forrester St.¹ The common was decreed by the town in 1714 “to serve as a training field forever.”² The idea to fill the common came from General E. H. Derby, but it was Elias Hasket Derby who got the project underway. The money was to be raised by donations from the town’s wealthy merchant families at an assessed cost of \$2,625, but more was actually needed.³ The project was authorized by the town on November 9, 1801, and completed on May 12, 1802.⁴ The new improvements included poplar trees laid out along the paths, a wooded fence surrounding the Common, and a wooden arch bearing the likeness of George Washington was erected at the entrance by the famed

¹ History of Salem, Mass. 1671-1714 Perley, vol. III. P. 130-133

² Salem and the Indies. J. D. Phillips p. 282

³ IBID p. 294

⁴ IBID p. 295

wood carver and architect, Samuel McIntyre.⁵ A replica of this arch now stands on the Common facing Winter St.

The appearance of the Common then was still much different than it is today. Many buildings have stood on the grounds of the common over its history such as an almshouse, a school, an artillery house, numerous ropewalks, a firehouse, and several factories. Over the years, many changes have taken place in the appearance of the Common. The poplar trees were blown in a hurricane in 1815 and were replaced with maples and elms, the wooden fence was replaced with a cast-iron fence in 1850, the bandstand was added in 1926, and the Veterans Memorial was installed in 1976.⁶ After the Common was filled, it was known as Washington Square, and the area became a very fashionable place to live. Many Federal Era homes were erected soon after and members of the Crowninshield, Boardman, Pickman, Peabody, and other prominent Salem families were to be found living on and around the Common. In 1797, a public bathhouse was built where the ballroom of the Hawthorne Hotel now stands on Washington Square South.⁷ Sometime soon thereafter, the lane that is now Washington Square South was named Bath St. Many of Salem's famous personalities frequented the bath house in those days, including the Reverend William Bentley, who writes of it in his diary. Fine homes continued to be built around the Common by Salem's well to do. Around 1846, Bath St. was renamed Forrester St., in honor of the Irish merchant Simon Forrester. Mr. Forrester was a very successful privateer during the War for Independence, and an equally successful merchant in the years after.⁸ Mr. Forrester's

⁵ IBID p. 295

⁶ Salem Evening News, May 19, 1999 p. A3

⁷ Salem and the Indies, J. D. Phillips p. 293

⁸ Chronicles of Old Salem p. 40

home still stands on Derby St., overlooking Derby Wharf. In 1880, the four streets surrounding the Common were re-named in honor of George Washington.⁹ Newbury St. became Washington Square West, Brown St. became Washington Square North, the Southern half of Pleasant St. became Washington Square east, and the Western half of Forrester St. became Washington Square South.¹⁰

Before the Common was filled, the lots now on Washington Square South were part of larger estates that fronted on Main St., now Essex St.. The land that 38 Washington Square south now occupies was initially held by the prominent merchant, William Gray. Mr. Gray was an active participant during the War for Independence and a wealthy and respected figure in Salem politics afterwards.

It is strange that later on, Mr. Gray became a supporter of President Thomas Jefferson's embargo of 1807, which dealt Salem's trade a blow from which she was never to recover. The embargo halted all U. S. shipping to overseas trading ports and was meant to forestall a war with England by starving her of U. S. trade.¹¹ By the time the embargo was lifted, Boston became the center of shipping for Massachusetts and Salem's place as an important international seaport faded.

Joshua Oakes purchased a portion of the Essex St. lot from William Gray in 1809.¹² Mr. Oakes built the present dwelling between 1809 and 1810, and later in 1810, sold the land and new house to Nathaniel Knight, Jr., for the sum of \$3,300.¹³ Mr. Knight was one of many shipowners that were active during the War of 1812 as a privateer,

⁹ Salem Evening News, May 19, 1999 p. A3

¹⁰ Plan of the Town of Salem, 1820 by Jonathan L. Saunders

¹¹ Salem and the Indies, J.D. Phillips, p. 263

¹² South Essex District Registry of Deeds, Book 190, p. 282

¹³ IBID b. 190, p. 282

owner, and merchant.¹⁴ In 1811, Mr. Knight sold the property to Samuel Turner, of Marblehead, for \$2,246.¹⁵ In 1813, Mr. Turner sold the lot to Henry Elkins, Esq. For \$2,000.¹⁶ Mr. Elkins was also a sea captain, and often owned an interest in the ships he sailed.¹⁷ Sometime soon thereafter, the property was acquired by yet another of Salem's many sea captains, Thomas M. Saunders.¹⁸ Mr. Saunders sold the property in 1841 to Enos Cutler, Esq., of Hartford, Conn., along with two other properties in Salem for \$3,500.¹⁹ Mr. Cutler sold the property in 1845 to Betsey Savory for \$2,550.²⁰ The very next year, 1846, it was conveyed to Caroline Scobie for \$2,557.²¹ Upon Mrs. Scobie's death, the property was inherited jointly by Herny P. Upton and William H. Jelly. Mr. Jelly purchased Mr. Upton's interest in the property in 1857 for \$100.²² The property was then inherited, upon Mr. Jelly's death, by Elizabeth Webb (wife of Benjamin Webb), and Mary Millet (wife of Joseph Hardy Millet).²³ The Webbs were another of Salem's wealthy merchant families. The present Salem power station sits on the former location of Webb's Wharf. Benjamin Webb sold the property in his wife's interests to Mary E. W. West in 1859 for \$2,229.²⁴ The West family, too, had a long history in Salem and were also quite successful. In 1887, Ms. West sold the property to Mary E. West for \$1.²⁵ In 1892, Mary E. West sold the property to Lucretia O. S. Johnson, also for \$1.²⁶

¹⁴ Salem and the Indies, J. D. Phillips, p. 111

¹⁵ South Essex District Registry of Deeds, b. 196, p. 71

¹⁶ IBID, b. 199, p. 232

¹⁷ Salem and the Indies, J. D. Phillips, p. 41

¹⁸ South Essex District Registry of Deeds, b. 327, p. 151

¹⁹ IBID b. 327, p. 205

²⁰ IBID b. 361, p. 219

²¹ IBID b. 370, p. 151

²² IBID b. 370, p. 151

²³ IBID b. 561, p. 200

²⁴ IBID b. 592, p. 3

²⁵ IBID b. 1205, p. 516

²⁶ IBID b. 1346 p. 454

Mrs. Johnson sold the property in 1897 to Harry S. Perkins for \$6,000.²⁷ During the ownership of Mr. Perkins, an easement was granted to the Salem Hotel Corporation for the use of the Southwest corner of the lot. In 1961, Harry S. Perkins died, and Henry J. Perkins, of Waitsfield, Vermont, inherited the property.²⁸ Lucretia J. Burns then purchased the property later in 1961 for \$20,000.²⁹ Ms. Burns retained the property until 1991, when it was sold to Brian F. Wehrung and Lisa A. Dressler for \$180,000.³⁰ And in 1997, the present owners and requesters of this history, Scott Sneddon and Linda C. Price-Sneddon purchased the property for \$285,000.³¹

²⁷ IBID b. 4603 p. 203

²⁸ IBID 94514

²⁹ IBID b. 4770, p. 246

³⁰ IBID b. 11036, p. 327

³¹ IB ID b. 14178, p. 437

Essex South District Registry of Deeds
Book: 190 Page:282

Date: October 24, 1810
Grantor: Joshua Oakes
Grantee: Nathaniel Knight, Jr.
Consideration: \$3,300
Conveyance of: land with new dwelling house
Northerly by Bath St. 40 ft. 6 in.
Easterly by land of John Gray 60 ft.
Southerly by land of William Gray 40 ft. 6 in.
Westerly by land of Benjamin Webb 60 ft.

Essex South District Registry of Deeds
Book: 196 Page:71

Date: November 27, 1811
Grantor: Nathaniel Knight, Jr.
Grantee: Samuel Turner
Consideration: \$2,246
Conveyance of: above property

Essex South District Registry of Deeds
Book: 199 Page:327

Date: May 4, 1813
Grantor: Samuel Turner
Grantee: Henry Elkins, Esq.
Consideration: \$2,000
Conveyance of: above property

Essex South District Registry of Deeds
Book: 327 **Page: 205**

Date:

Grantor: Henry Elkins, Esq.

Grantee: Thomas M. Saunders

Consideration:

Conveyance of: above property

Essex South District Registry of Deeds
Book: 327 **Page: 205**

Date: October 13, 1841

Grantor: Thomas M. Saunders

Grantee: Enos Cutler, Esq.

Consideration: \$3,500

Conveyance of:

Northerly by Bath St. 40 ft. 6 in.

Easterly by land of Dalton 60 ft.

Southerly by land of William Gray 40 ft. 6 in.

Westerly by land of Benjamin Webb 60 ft.

Essex South District Registry of Deeds
Book: 361 **Page: 219**

Date: November 28, 1845

Grantor: Enos Cutler, Esq.

Grantee: Betsey Savory

Consideration: \$2,550

Conveyance of:

Northerly by Bath St. 39 ft. 9 in.

Easterly by land of Dalton 78 ft. 2 in.

Southerly by land of Benjamin Webb 41 ft. 4 in.

Westerly by land of Benjamin Webb 78 ft. 2 in.

Essex South District Registry of Deeds
Book: 370 **Page: 151**

Date: July 30, 1846
Grantor: Betsey Savory
Grantee: Caroline Scobie
Consideration: \$2,557
Conveyance of: above property

Essex South District Registry of Deeds

Book: 561 **Page: 561**

Date: November 18, 1857
Grantor: Henry P. Upton
Grantee: William H. Jelly
Consideration: \$100
Conveyance of:
Northerly No. 56 Forrester St. (late Bath St.)
Easterly by land of E. M. Dalton
Southerly by land of Benjamin Webb
Westerly by land of George W. West

Essex South District Registry of Deeds
Book: 592 **Page: 3**

Date: July 18, 1859
Grantor: Benjamin Webb
Grantee: Mary E. W. West
Consideration: \$2,229
Conveyance of:
Northerly by Forrester St. 39 ft. 9 in.
Easterly by land of Dalton 78 ft. 2 in.
Southerly by land of Webb 41 ft. 4 in.
Westerly by land of West 78 ft. 2 in.

Essex South District Registry of Deeds
Book: 1205 **Page: 516**

Date: September 16, 1887

Grantor: Mary E. W. West

Grantee: Mary E. West

Consideration: \$1

Conveyance of:

Northerly by Washington Square South
Easterly by land of Dalton and Lambert
Southerly by land of Johnson
Westerly by land also conveyed to West

Essex South District Registry of Deeds
Book: 1346 **Page: 454**

Date: June 15, 1892

Grantor: Mary E. West

Grantee: Lucretia O. S. Johnson

Consideration: \$1

Conveyance of:

Northerly by Washington Square South
Easterly by land of Dalton and Lambert
Southerly by land of Johnson
Westerly by land of Benson

Essex South District Registry of Deeds
Book: 4603 **Page: 203**

Date: June 14, 1897

Grantor: Lucretia O. S. Johnson

Grantee: Harry S. Perkins

Consideration: \$6,000

Conveyance of: above property

Essex South District Registry of Deeds
Book: 4770 **Page: 246**

Date: May 12, 1961

Grantor: Henry J. Perkins (heir of late Harry S. Perkins)

Grantee: Lucretia J. Burns

Consideration: \$20,000

Conveyance of:

Northerly by Washington Square South 70.26 ft.

Easterly by land of O'Donnell 70.66 ft.

Southerly by land of Jarzynka 29.88 ft.

Southerly, Easterly, and Southerly by land of Salem Hotel 13.83, 21.65, 11.3 ft.

Westerly by land of Salem Hotel 89.62 ft.

Essex South District Registry of Deeds
Book: 11036 **Page: 327**

Date: November 20, 1991

Grantor: Lucretia J. Burns

Grantee: Brian E. Wehrung and Lisa A. Dressler

Consideration: \$180,000

Conveyance of:

Northerly by Washington Square South 70.26 ft.

Easterly by land of O'Donnell 70.66 ft.

Southerly by land of Jarzynka 29.88 ft.

Southerly, Easterly, Southerly by land of Salem Hotel 21.65, 11.3, 19.95 ft.

Westerly by land of Salem Hotel 89.62 ft.

Essex South District Registry of Deeds
Book: 14178 **Page: 437**

Date: June 26, 1997

Grantor: Brian W. Wehrung and Lisa A. Dressler

Grantee: Scott Sneddon and Linda L. Price-Sneddon

Consideration: \$285,000

Conveyance of: above property

BK

Thousand five hundred Dollars paid me by John Gardner Junr. of Salem
County aforesaid Merchant, the receipt whereof I do hereby acknowledge, Do
by these Presents grant, bargain, sell and convey unto the said John Gardner
just his heirs and assigns, a certain piece of land in Salem aforesaid bounded
as follows, beginning on Essex Street at a post in the fence, thence running
Northwardly on a straight line by land of Jonathan Gardner two hundred thirty
feet, one inch to a post in the fence, thence running Easterly on a
straight line by land of W^m Ancomb and Benjamin Henderson eighty two
feet, ten inches to a post in the fence, thence running Southwardly on a straight
line by land of said Grantor One hundred sixty six feet to a post in the
fence, which post, ranges in a line with the south side of the under
pinning of the new Brick house and is five feet from the northeast cor
ner of said wall three containing Southwardly on a straight line, but
taking a little more easterly direction by land of said Grantor:
seventy feet to a post in the fence on Essex Street, said line passing
four feet from the northeast corner of the underpinning of the new brick
house aforesaid, thence running on a straight line on Essex Street
eighty one feet, eight inches to the bound first mentioned containing
about seventy poles more or less. To have and to hold the said
granted premises with all its privileges to him the said John Gard
ner & his heirs and assigns forever, And I the said John Gardner
do for myself my heirs, assigns, executors and administrators, warrant
and defend the same to the said John Gardner Junr his heirs and assigns
against the lawful claims and demands of all Persons, Whomsoever.

In Witness whereof I the said John Gardner have hereunto set my
hand and seal this twenty first day of December, one thousand
eight hundred and nine. John Gardner seal

signed sealed & delivered Essex December 21. 1809. Personally
in presence of us } appeared John Gardner and acknowledged
Daniel Bray } the above instrument to be his free act & deed.
Edward Stearns before me John Prince Jr. post of Peace
Essex Rec. October 24. 1810, recorded & examined by Amos Choate

Joshua Dakes

to

Nathl. Knight Jr.

I know all Men by these Presents That I Joshua Dakes of Salem in
the County of Essex and Commonwealth of Massachusetts Shipjourner, in
consideration of thirty three hundred dollars to me paid by Nathaniel
Knight Jr. of Salem aforesaid wharfiger, the receipt whereof I do hereby acknow
ledge do hereby give grant sell and convey unto the said Nathaniel Knight Jr.
his heirs and assigns forever A certain lot of land situated in Salem afores
aid with the dwelling house and all other buildings thereon, bounded
and described as follows, to wit, beginning at the Northwesterly corner
of said lot, thence running Easterly by Bath Street fronting Westing
ton Square forty feet, six inches, thence running Southwardly by land
of John Gray sixty feet, then running Westerly by land of William

Gran

Gray forty feet six inches, thence running Northwesterly by land of Benjamin Webb junr. sixty feet to the first bounds, together with all the privileges and appurtenances therof, being the same lot of land I purchased of William Gray by deed dated August 28, 1809. Recorded in the Registry of deeds for said County Book 186, Leaf 230. Whereon I have erected said buildings since my purchase thereof. To have and to hold the granted premises with the appurtenances to the said Nathaniel Knight junr. and to his heirs and assigns to his & their use and benefit forever. And I the said Joshua Oakes for myself & my heirs executors and administrators do hereby covenant with the said Nathaniel Knight junr. and with his heirs and assigns that at the execution hereof I am lawfully seised 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 Nathaniel Knight junr. in fee simple, and that I will, and my heirs, executors & administrators shall warrant and defend the same to the said Nathaniel Knight junr. and to his heirs and assigns forever, against the lawful claims and demands of any persons. And I Ruth wife of said Joshua in consideration of ten cents paid me by said Knight the receipt whereof I acknowledge do hereby surrender up to him and his heirs and assigns all my right to dower in the granted premises. In Witness whereof We the said Joshua and Ruth Oakes have hereunto set our hands. Salem this twenty fourth day of October in the year of our Lord One thousand eight hundred and ten. Joshua Oakes Ruth Oakes

signed sealed & delivered
in presence of us Essex Oct 24. 1810. Then the above named
Amos Choate Joshua Oakes personally acknowledged the
Thomas Oakes above instrument to be his free act and Deed
before me Amos Choate Just. of Peace
Essex Recd October 24. 1810. recorded & exeqd Amos Choate Reg

Nathl Knight junr.
to
Joshua Oakes

I know all men by these Presents, That I Nathaniel Knight junr. of Salem in the County of Essex and Commonwealth of Massachusetts Wharfinger, in consideration of twenty six hundred dollars, to me paid Joshua Oakes of Salem in said County Shipjoiner, the receipt whereof I do hereby acknowledge do hereby give, grant, sell and convey, unto the said Joshua Oakes his heirs and assigns forever, a certain lot of land with the dwelling house and all other buildings thereon situated in Salem aforesaid bounded as follows, to wit, beginning at the Northwesterly corner of said lot, then running Easterly by Bath Street fronting Washington Square forty feet six inches, then running southerly by land of John Gray sixty feet then running westerly by land of William Gray forty feet six inches, then running northerly by land of Benjamin Webb junr. sixty feet to the first bounds, with all the privileges and appurtenances therof, being the same Estate conveyed to me by the said Oakes by deed dated & received on record this day. To have and to hold the granted premises with the

the appurtenances to the said Joshua Oakes and to his heirs and assigns to
his and their use and benefit forever, and I the said Nathaniel Knight jun^r
for myself & my heirs executors and administrators, do hereby covenant
with the said Joshua Oakes and with his heirs and assigns, that at the
execution hereof 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 same
to the said Joshua in fee and in mortgage, and that I will, and my heirs
executors and administrators shall warrant and defend the same to
the said Joshua Oakes, and to his heirs and assigns forever, against
the lawful claims and demands of all persons. And I Sarah wife of
the said Nathaniel Jr. in consideration of ten cents paid me by said
Oakes, the receipt whereof I acknowledge, do hereby surrender up to him
and his heirs and assigns all my right to dower in the hereby granted
and mortgaged premises. Provided Nevertheless that if said Nathaniel
Knight jun^r, or his heirs executors or administrators shall pay said
Joshua Oakes his heirs, executors, administrators or assigns, said sum
of twenty six hundred dollars viz three hundred dollars in sixty
days with interest, six hundred fifty dollars with interest, on or
before the fifteenth day of April next, the further sum of sixteen hundred
and fifty dollars on or before the twenty fourth day of October which will
be in the year of our Lord one thousand eight hundred and eleven
with lawful interest thereon, then this deed as also Certain Notes
of hand bearing even date with these Presents, given by said Nathaniel
Knight Jr. to said Joshua Oakes to pay him or his order the first
mentioned sum and interest at the time aforesaid shall both be void,
otherwise shall remain absolute. IN WITNESS WHEREOF we the said
Nathaniel jun^r and Sarah Knight have herunto set our hands &
seals this twenty fourth day of October in the year of our Lord one
thousand eight hundred and Ten. Nathaniel Knight Jr. seal
signed sealed & delivered Sarah Knight seal
in presence of us } Essex Oct 24. A.D. 1810 Then the above
Amos Choate } named Nathaniel Knight Jr. acknowledged
Thomas Oakes } the above instrument to be his free act & deed
before me Amos Choate justice of peace

Exeⁿ. Rec. October 24. 1810. recorded & examined by Amos Choate Esq.

I, Nathaniel Knight Jr., do hereby acknowledge the foregoing instrument to have received of Nathaniel Knight jun^r

all sums of money which were due to me by virtue of the aforesaid mortgage, and I do hereby fully
discharge the same.

Attest Amos Choate Esq.

I know all other by these Presents That I Samuel Blatke of
Amherst in the County of Hillsborough and State of New Hampshire Ebenezer Adams
Yeoman, and Sarah my wife, in consideration of sixty dollars already
paid us by Ebenezer Adams of Newbury in the County of Essex and
Commonwealth of Massachusetts Yeoman, the receipt whereof we do
hereby acknowledge, have remised, released and forever quitclaimed, &
by these Presents do remise, release, and forever quitclaim, unto him
the said Ebenezer and his heirs and assigns, all our just and proper

Footnote page

38 Washington 59-South 1809-10 Joshua Cook

1. History of Salem 1795-1816 Vol 13 Sidney Putney 130-33
2. Salem and the Indians J.D. Phillips p. 282
3. Ibid 294
4. Ibid 295
5. Ibid 295
6. Salem Evening News May 19, 1999 p. A3
7. Salem and the Indians J.D. Phillips p. 293
8. Chronicles of old Salem p. 40
9. Salem Evening News May 19, 1999 pA3
10. Plan of Town of Salem in 1820 by Jonathan L. Saunders
11. S.E.P.R.D. b. 190 p. 282
12. Salem and the Indians J.D. Phillips p. 283
13. S.E.P.R.D. b. 190 p. 282
14. Salem and the Indians J.D. Phillips p. 111
15. S.E.P.R.D. b. 196 p. 71
16. Ibid b. 199 p. 232
17. Salem and the Indians p. 41
18. S.E.P.R.D. b. 327 p. 205
19. Ibid b. 327 p. 205
20. Ibid b. 361 p. 219
21. Ibid b. 370 p. 151
22. Ibid b. 370 p. 151
23. Ibid b. 581 p. 200
24. Ibid. b. 592 p. 3
25. Ibid. b. 1205 p. 516
26. Ibid b. 1346 p. 454
27. Ibid b. 4603 p. 203
28. Ibid. 94514
29. Ibid b. 4770 p. 246
30. Ibid b. 11036 p. 327
31. Ibid b. 14178 p. 437

38 Washington Sq. South. 1809-10 AD.

Land owned by William Gray sold to
Joshua Oakes 1809 who built the house, lot + house sold to
Nathaniel Knight Jr. Oct 24, 1810 sold to
Samuel Turner (of Maristfield) Nov 27 1811 sold to
Henry Elkins, Esq. May 4, 1813 sold to
Thomas M. Saunders (date unknown) sold to
Enos Cutler, Esq. (of Hartford Conn.) Oct 13, 1841 sold to
Betsey Savory Nov 28, 1845 sold to
Caroline Scobie July 30 1846 inherited by
Henry P. Upton + William H. Jolly. Henry P. Upton bought out by
William H. Jolly Nov 1857 Elizabeth Webb (wife of Benjamin
and Mary Millet (wife of Joseph Hardy Millet) and
William H. Jolly (all heirs of Caroline Scobie) sold to
Mary E. W. West July 18 1859 sold to
Mary E. West Sept 16, 1887 sold to
Lucretia O. S. Johnson June 15 1892 sold to
Harry S. Perkins June 14 1897 inherited by
Henry J. Perkins (of Waitsfield Vermont) not sure 1961 sold to
Lucretia J. Burns May 12 1961 sold to
Brian E. Wehrung + Lisa A. Dassler Nov 20 1991, sold to
Scott Sneddon + Linda C. Price June 26, 1997

adjoining to the heirs of said Abbot six poles and three tenths, thence bounding easterly by land of Thrusia Anderson there measuring eight poles and nine feet, thence bounding Northeastly by land of Daniel Waller, there measuring four poles and three fourth parts of a pole, to the highway the bound first mentioned; Also a free privilege to pass & repass B/C
at all times with teams or any kind of carriages over the land of the said Daniel Waller by
the northerly side of the premises, from the highway, fifty feet, towards the rear of the
premises extending southeasterly from the highway, together with the dwelling house
and all other buildings standing on the premises, and all the privileges and appurtenances,
to the premises belonging or in any wise appertaining. I WILL ULL C. WOLC the
aforegranted premises to the said Asa Woodbury & his heirs and assigns to him and their use
and behoof forever. And I do covenant with the said Asa Woodbury & his heirs & assigns,
that I am lawfully seized in fee of the aforesigned premises, that they are free of all incum-
brances, that I have good right to sell and convey the same to the said Asa Woodbury, &
to hold as aforesaid, and that I will warrant and defend the same premises to the said
Asa Woodbury & his heirs and assigns forever against the lawful claims and demands
of all persons. In witness whereof I the said John Lemon and Sally wife of s^r John
who in consideration of one dollar to me paid by said Asa, the receipt whereof she
hereby acknowledges, I do hereby releases all her right of dower in the granted premises
have hereunto set our hands and seals this twenty two day of November in the year
of our Lord one thousand eight hundred and Eleven. John Lemon —
Sally Lemon —
Signed sealed and delivered in presence of us
the words "Unpaid" interlined before signing } Essex ss. Nov. 26. 1811. Then the abovesigned
Daniel Waller Debby Little. John Lemon personally acknowledged the
above instrument to be his free act and deed before me Robt. Bartlett Just. Peace
Essex ss. Dec. 26. 1811. four o'clock P.M. Precisely

Recorded and Examined by Amos Ohwadeday

Nathaniel Pinight Jr.
to
Samuel Turner,
I HEREBY MAKE MY TESTAMENT THAT I Nathaniel Pinight Jr. of Salem
in the County of Essex and Commonwealth of Massachusetts, whereof I am
in consideration of two thousand two hundred and forty six dollars \$246 paid me by Sam'l
Turner of Marblehead in said County, merchant, the receipt whereof I do hereby acknowledge,
do hereby give grant sell and convey unto the said Samuel Turner his heirs &
assigns forever, a certain lot of land with the dwelling house and all other buildings thereon
standing situated in Salem aforesaid bounded as follows, to wit, beginning at the north
westerly corner of said lot and running easterly by Bath street fronting Washington
Square, forty feet six inches, thence running southerly by land of John Gray Sixty
feet, then running westerly by land of William Gray forty feet six inches, then rung
northerly by land of Benjamin Webb Jr. sixty feet to the first bounds, with all the
privileges and appurtenances thereof - being the same premises I purchased of
Joshua Dasher by deed dated Octob. 24. 1810. Recorded Book 190 Leaf 282, and
being now subject to a mortgage deed given by me to John Jenkins as Guardian
of Walter P. Bartlett dated Octob. 26. 1811. Recorded Book 196 Leaf 20 for \$750.00
and interest. I do here make and to hold the granted premises with the appur-
tenances to the said Samuel Turner his heirs and assigns to his and their use

and benefit forever. And I the said Nathaniel Knight Jr. for myself my heirs executors and administrators do hereby covenant with the said Samuel Turner his heirs and assigns that subject as aforesaid 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 Samuel in fee simple, and that I will and my heirs executors and administrators shall warrant and defend the same to the said Samuel Turner and his heirs and assigns forever against the lawful claims and demands of all persons, except said mortgage. And I Sarah wife of said Nathaniel junior in consideration often considered me by said Samuel, the receipt whereof I acknowledge, do hereby surrender up to him and his heirs and assigns all my right of dower in the premises. In witness whereof we the said Nathaniel and Sarah Knight have hereunto set our hands and seals this twenty sixth day of November in the year of our Lord one thousand eight hundred and Eleven.

Nathaniel Knight Jr. seal
Sarah Knight -- seal

signed sealed and deliv^rd
in presence of us } Essex ss. Nov. 27. A.D. 1811. Then the abovenamed
Benjamin West } Nathaniel Knight junior acknowledged the above
Edward S. Lang } instrument to be his free act and deed

before me Amos Choate Justice Peace.

Essex ss. Recd. Nov. 27. 1811. Recorded and Examined by Amos Choate J^r

Edmund Brown

I do Will and M^t by these presents that I Edmund Brown of Salem to
in the County of Essex and Commonwealth of Massachusetts, yeoman, in considerⁿation of fourteen hundred thirty five dollars twelve cents paid me by Benj^m Pechman Esq^r
Book 169 Leaf 108
jamin Pechman of Salem in said County Esquire, the receipt whereof I do here^u which contained two
by acknowledge, do hereby give grant sell and convey unto the said Benjamin Pechman - both de-
mortgaged on these
his heirs and assigns forever, a certain parcel of upland and salt marsh situate in charged there in the
the Southfields in said Salem, bounded as follows, to wit; beginning at the margin; with reference
Northeasterly corner thereof on the road leading to Marblehead, by land of
the heirs of Pickering Collini deceased, then running southeasterly by said
road twenty one rods and fifteen links, to my other land, then running southerly
by my other land fifteen rods and nineteen links to the mill Pond, thence run-
ning southwesterly and westerly, and on various other courses as the mill
pond runs sixty rods and ten links to a ditch between marsh of Ezekiel H.
Derby and the premises, then running northeasterly and northwesterly by and
with said ditch twenty six rods and seventeen links to land of the heirs of
said Collini, then running easterly by said heirs land forty one rods & twenty
three links to the first bounds; containing four acres and two quarters & twenty
nine rods of salt marsh, and ten acres two quarters and seventeen rods of
upland; containing in the whole fifteen acres and forty six rods, as by a
Plan thereof taken by Edeon Foster Esq. Nov. 15. 1811. reference being thereto
had - The premises being a part of the same Estate which Jon^a Brown
dec^r. Father of the Grantor purchased of John Gardner Adm^r of John Gard-
ner dec^r by deed Recorded Book 143. Seal 106. and the same

BK 199

from Deacon James Gould as by his deed conveyed to me the third day of September A.D 1794. & recorded in the Registry of deeds Sept. 5. Book 157. Leaf 295. D.O
HAVE AND TO HOLD the granted premises with the appurtenances to the said Nathaniel Chamberlain his heirs and assigns, to his use and benefit forever
and I the said Samuel Archer Jun^r for myself heirs executors and administrators, do hereby covenant with the said Nath^e Chamberlain 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
Nathaniel Chamberlain, and that I will, and my heirs executors & adminis-
trators shall warrant and defend the same to the said Nathaniel Chamber-
lain heirs and assigns forever, against the lawful claims and demands of
any Persons. PROVIDED NEVERTHELESS that if . . . I the said Samuel Archer
Jun^r. or my heirs executors or administrators shall pay said Nathaniel
Chamberlain or his heirs executors or administrators or assigns said sum of
six hundred dollars, on or before the third day of May which will be in the year
of our Lord one thousand eight hundred and fourteen with lawful interest then
this deed as also a certain Note bearing even date with these Presents given
by said Samuel Archer Jun^r to said Nathaniel Chamberlain for the first
mentioned sum and interest at the time aforesaid shall both be void, otherwise
shall remain absolute. IN WITNESS whereof I the said Samuel Archer Jr.
with Sarah my wife which relinquish all right to dower, have hereunto
set our hand and seal this third day of May in the year of our Lord one
thousand eight hundred and thirteen. Samuel Archer Jr. Seal
signed sealed & delivered in presence of us, Sarah Archer seal
James Odell James Odell Jun^r Essex Esq. May 3. 1819. Then the
above named Samuel Archer Jun^r acknowledges the above Instrument
to be his free act and deed. before me Ezekiel Savage Justice of Peace
Essex Esq. May 4. 1819. recorded and executed by Amos Cheate Reg.

Sam'l Turner

to

Henry Elkins esq. Marblehead in the County of Essex Merchant in consideration of Two
Thousand dollars to me well and truly paid by Henry Elkins of Salem
in said County of Essex, Esquire, the receipt whereof I do hereby acknowledge
do hereby give grant sell and convey unto the said Henry Elkins his heirs and
assigns forever, a certain lot of land with the dwelling house and all other
buildings thereon standing situate in Salem aforesaid bounded as fol-
lows, to wit, beginning at the northwesterly corner of said lot, and running east-
wardly by Bath Street fronting Washington Square forty feet six inches thence
running southerly by land of John Gray sixty feet, then running Westerly
by land of William Gray forty feet six inches, then running northerly by
land of Benjamin Webb jun^r sixty feet to the first bounds with all the pri-
vileges and appurtenances thereto, being the same Premises which I
purchased of Nathaniel Knight by deed dated the twenty sixth day of
November eighteen hundred and eleven and recorded in the Registry of deeds

Amos Cheate Reg.

Essex Esq. May 4. 1814.

I Nathaniel Chamberlain the mortgage herein named having made

for said County November 27th A.D. 1811. Book one hundred and ninety six & leaf seventy one as will appear by reference to said deed. To Have and to Hold the aforesigned Premises to the said Henry Elkins Esq^r and his heirs and assigns to his and their use and behoof forever, and I do covenant with the said Elkins and with his heirs and assigns, that I am lawfully seized in fee of the aforesigned Premises, that they are free of all incumbrances, that I have good right to sell and convey the same to the said Henry Elkins as aforesaid, and that I will warrant and defend the same Premises to the said Elkins his heirs and assigns forever, against the lawful claims and demands of all Persons.

I witness whereof I the said Samuel with Sally my wife who hereby in consideration of ten cents paid her by said Elkins relinquishes all right of dower in and to said granted Premises, have hereto set our hands and seals this tenth day of April in the year of our Lord one thousand eight hundred and thirteen.

Samuel Turner seal

Signed sealed & delivered in presence of us Sally Turner seal
Ralph H. French Samuel D. Turner Esq^r J. Moulthrop April 10. 1813.
Then the above named Samuel Turner Sally acknowledged the above Instru-
ment to be their free act and deed before me Ralph H. French Just of Peace
Essex Co. May 4. 1813. recorded and examined by Amos Choate Regn

Noyes Jaques
to
Silvanus Hardy

Know All MEN by these Presents, That I Noyes Jaques of Bradford in the County of Essex, and Commonwealth of Massachusetts Cordwainer, in consideration of the sum of three hundred and ninety two dollars paid by Silvanus Hardy of Bradford aforesaid Cabinet maker, the receipt whereof I do hereby acknowledge, do hereby give grant sell and convey unto the said Silvanus Hardy a certain piece of land lying in said Bradford bounded as follows viz. beginning at the County Road leading to Rowley and by land of the said Silvanus Hardy thence running South seventy degrees West by said Hardys land forty one rods and thirteen links to land of William Greenough, thence South seventeen degrees East by land thirty eight rods and six links to land of Day and Joseph Michel, thence North seventy East by said land forty one rods and twenty links to the aforesaid road, thence northerly by said road thirty seven rods and thirteen links to the bound first mentioned, containing nine acres three fourths and eight rods. Also one other piece of land beginning at the southwest corner of said lot, running South seventy degrees West by land of William Greenough and land of Benjamin Jaques being one rod in width, and about forty in length to a convenient watering place for cattle, when and while improved as such, all the fence to be made and maintained by the said Silvanus Hardy and his heirs. To Have and to Hold the aforesigned premises to the said Silvanus Hardy and his heirs and assigns, to his and their use and behoof forever, and I do covenant with the said Silvanus Hardy and his heirs and assigns, that I am lawfully seized in fee of the aforesigned Premises, ~~that they are free of all incumbrances~~, that they are free of all incumbrances, that I have good right to sell and convey the same to the said Silvanus Hardy and his heirs, and that I will warrant and defend the same premises to the said Hardy and his heirs and assigns forever, against the

13/C.

327
205

105.

Know all men by these presents.

I, the undersigned, and Barrett E. Culler, wife of said Culler,
 Esq., of the City and County of New Haven, Conn.,^{to} M. Saunders,
 consideration of Twenty five hundred dollars paid us by
Thomas M. Saunders of Salem, in the State of Massa-
 chusetts, the receipt of which we do hereby acknowledge
 do hereby give, grant, sell, and convey unto the said
 Thomas M. Saunders, his heirs, executors, administra-
 tors and assigns one undivided half of a lot of land
 situate in said Salem, bounded and described as follows
 Viz. - Beginning on Essex Street at a point and present
 mark on said Dwelling house being forty four feet and five
 inches Westerly of the corner stone of the underpinning
 of the house now or heretofore owned by Capt. James Elkins,
 thence on said Essex Street forty eight and one inch to the
 land now or heretofore owned by said James Elkins; thence
 on said land two hundred and seventeen feet and three
 inches on a straight line to the other street; thence on
 said other street thirty seven feet and four inches to a cer-
 tain point and mark in the fence; thence upon a straight
 line through the whole length of the lot to the bound first
 mentioned, with all the buildings thereon, with the right
 of common of the front door entry and front stairs to the
 third story, and also of the back stairs, so long as said
 dwelling house remains; being the premises described
 in the deed of Joseph Nixon to Henry Elkins and dated
 September 20th A.D. 1819 and Recorded in the Registry of
 Deeds, Book 223 Leaf 139. — Also a certain other lot of
 land with the dwelling house and other buildings thereon,
 situate in Salem aforesaid, bounded as follows, to wit, begin-
 ning on the Northwesterly corner of said lot and running
 Easterly by Bath Street fronting Washington Square, forty
 feet, six inches, thence running Southerly by land now or

*Signed & dated 6. 1864. / The premises herein
 described to this mortgagee will always be known by the name
 of Elkins & Co.*

This 6th June 1864

late purchased by John Gray, forty feet, then running Westerly by land now or lately of William Gray, forty feet, up River, then running Northward by land of Benjamin Webb junior, sixty feet to the bounds, with all the privileges and appurtenances thereto, being the premises which Samuel and Sally Turner conveyed to Henry Elkins by their deed dated April 10th A.D. 1813. and Recorded Book 199 pp. 232.

Also one other lot of land with a dwelling house & other buildings thereon bounded Southerly on Casper Street, about forty feet wide four inches, Westerly on land of Benjamin Webb, about eighty eight feet six inches, Northerly on land now or lately of said Elkins about forty feet and six inches and Easterly on land now or late of John Gray, running various courses, about ninety three feet, more or less, with all the privileges and appurtenances, being the same land, of which William Mansfield Sheriff conveyed the County of redemption to Henry Elkins Esq. by deed dated January 13th 1819 and Recorded Book 223 pp. 140.

To have and to hold the granted premises ^{useless} with all the appurtenances to the said Thomas M. Saunders his heirs and assigns to his use and benefit forever and we the said Enoch Culler and Harriet E. Culler for ourselves, our heirs, executors and assigns & administrators do hereby covenant with the said Thomas M. Saunders his heirs and assigns, that at the execution hereof, we are lawfully seized in fee of the premises and real estate, that we have good right to sell and convey the same to the said Thomas M. Saunders in manner aforesaid, and that we will and our heirs, executors and administrators shall warrant and defend the same to the said Thomas M. Saunders and his heirs and assigns forever, against all lawful claims and demands of any person:— Provided Nev-

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ertheless, that if the said Enos Cutler, or his heirs, executors or administrators, shall pay said Thomas M. Saunders, his heirs, executors, administrators or assigns, said sum of three thousand five hundred dollars, with interest from the 16th day of September A.D. 1841, or on or before the 15th day of September A.D. 1842, then this deed, as also a bond, bearing even date with these presents, given by the said Enos Cutler to said Thomas M. Saunders, to secure the payment of the first mentioned sum and interest, as aforesaid, at the time aforesaid, shall be void, otherwise shall remain absolute. — In witness whereof, we the said Enos Cutler and Harriet E. Cutler, wife of said Enos, have hereunto set our hands and seals this thirteenth day of October, in the year, one thousand eight hundred and forty one.

Signed, sealed, and done =

Delivered in presence of. | Enos Cutler - - seal.
James Glynn. } Harriet E. Cutler - - seal.
Charles Robinson.

State of Connecticut, New Haven County, City of New Haven Oct. 13. 1841. Personally appeared before the subscriber, a judge of the Superior Court, in and for said State, in said County, now in session, and held in and for said County by the subscriber, as Presiding Judge thereof, the above and foregoing named Enos Cutler and Harriet Cutler, his wife, signers and sealors of the foregoing instrument, and acknowledged the same to be their free act and deed, and delivered for the uses and purposes herein mentioned. — Henry M. Waite, a judge of the

Superior Court of the State of Connecticut.

(seal.) State of Connecticut, New Haven County, ss. — S John Beach, Clerk of the Superior Court in and for said County in said State, and keeper of the Record and

ical library; hereby certify that Leon Horry M. Walte is a judge of the Superior Court of the State of Connecticut, duly qualified to take the acknowledgement of deeds, and that the above name by him subscribed, is his genuine official signature.
In testimony whereof I have hereunto set my hand and affixed the seal of said Court, this 13th day of October AD. 1841.

In: Beach - Clerk.

Esso. ss. Received October 10. 1841. - 8m. before 1o. M.
Recorded and examined by A.H. French Reg'

Discharge

- see -

B306. & 62

Know all men by these presents.
That I the within named Susan Balch in consideration of eighteen hundred dollars paid me by the within named John Davis the receipt whereof I do hereby acknowledge, do hereby release unto him the said Davis his heirs and assigns forever, all my right, title and interest in and to the within described promises, and note. - In Witness Whereof, I have hereunto set my hand and seal this nineteenth day of December A.D. 1840.

Signed, sealed and delivered in presence of us. Susan T Balch - - seal.

Susan O. Davis.

John L. Ottignon. Esso. ss. Dec' - 1840 Then
the above named Susan Balch acknowledged this instrument to be her free act and deed - before me - - - - - Justice
Esso. ss Rec'd Nov. 6. 1841. Record'd & Exam'd by A.H. French Reg'

Discharge I William Gage within named hereby acknowledge payment and satisfaction of the note so
see Book 282 cured by the within mortgage of Alfred Kittredge, adm
Leaf 133 of Miles Kimball Estate. - December 1st. 1838.

William Gage. -

Esso. ss. Received Nov 9. 1841. Recor'd & Exam'd by A.H. French Reg'

said Moody, and Northeasterly by land of Gideon Rogers jr. it
being the estate formerly owned by our father Ezekiel Rogers,
late of Newbury deceased: To have and to hold the same, with
all the privileges and appurtenances to the same in any wise appertain-
ing to the said George Rogers his heirs and assigns forever. And we for
ourselves our heirs, executors and administrators do hereby covenant
with the said George his heirs and assigns, that he and his heirs and
assigns shall have, hold and enjoy the same against the lawful
claims of all persons, claiming the same from, by or under us:

In witness whereof, We have hereunto set our hands and seals this
twenty sixth day of November, in the year of our Lord, one
thousand eight hundred and forty five.

Signed, sealed and delivered in Jacob Durnel. . . seal

presence of } Dorothy Durnel. . . seal
Daniel Adams jr. Edmund Smith. } Huldah Rogers. . . seal

Essex ss. Novem: 26. 1845. Then the aforesigned Jacob, Dorothy
and Huldah personally acknowledged the aforeswitten instrument
by them signed and sealed to be their deed.

Before me: . . . Edmund Smith. . . justice of the peace.
Casey ss. December 11. 1845. received 15 min. past 9 AM
recorded and examined by . . . A. H. French Atty.

To all persons to whom these presents shall come,

Greeting, Know ye, that we Enos Cutler, of the City of New Haven,
County of New Haven, and State of Connecticut. Esquire and Harriet C.
Cutler, wife of the said Enos for the consideration of two thousand five
hundred and fifty dollars, received to our full satisfaction of Lettie
Savory, of the City of Salem, County of Essex, and State of Massachusetts,
Widow, do give, grant, bargain, sell and confirm unto the said grantee,
her heirs and assigns forever, a certain lot of land with the dwelling
house and out buildings thereon standing, situate in said Salem on
the South side of Washington Square (so called) in Park Street, and bound-
ed as follows, viz, commencing at the Northwest corner and running Eastly
and

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Satth
ESSEX

bk. 361

p. 219

bounded Northly by Bath Street thirty nine feet and nine inches,
thence running Southerly and bounded Easterly by land now or late of
Dalton's seventy eight feet and two inches, thence running Westerly
and bounded Southerly by land of Benjamin Webb forty one feet and
four inches, thence running Northerly and bounded Westerly by
land of the heirs of the late Benjamin Webb seventy eight feet and
two inches to the first mentioned point, all the above named distances
are more or less, as the buildings and fences now stand. To have
and to hold the above granted and bargained premises with the ap-
pertunances thereof unto her the said grantee her heirs and assigns
forever to her and their proper use and behoof. And also we the said grant-
ors do for ourselves, our heirs, executors and administrators covenant with
the said grantee her heirs and assigns, that at and until the ensealing
of these presents we are well seised of the premises as a good and
indefeasable estate in fee simple, and have good right to bargain and
sell the same in manner and form as above written, and that the
same is free from all incumbrances whatsoever; And furthermore.
we the said grantors do by these presents bind ourselves and our heirs for-
ever to warrant and defend the above granted and bargained prem-
ises to her the said grantee her heirs and assigns against the lawful
claims and demands of all persons. In witness whereof,
we have hereunto set our hands and seals this twenty eighth
day of November Anno Domini 1845.

Signed, sealed and delivered } E. Cutler seal
in presence of } Harriet C. Cutler seal
John Warner 117-B Bristol

State of Connecticut, New Haven County, ss. City of New Haven,
on this 28th day of November in the year one thousand eight hun-
dred and forty five, before me, the subscriber a notary public for said
State, duly appointed, commissioned and sworn, dwelling in said
City of New Haven personally appeared Enos Cutler and Harriet C. Cutler
his wife and severally acknowledged that they had executed the
within instrument and that the same was their free and voluntary act

and deed; and the said garnish being by me examined separate and apart from her said husband acknowledged that she had executed the said instrument freely and without the fear or coercion of her said husband; and I further certify that the persons who made the said acknowledgement are known to me to be the individuals described in, and who executed the said instrument: In

testimony whereof, I have hereto set my hand and affixed

W. B. Bristol
Notary Public
New Haven
Conn.

my seal of office at said City of New Haven, on the day and year last above written. ~ ~

Wm. B. Bristol . . . Notary Public.

Essex. ss. Received December 11. 1845. . . 17 m. before 11. AM^o
recorded and examined by A. H. French Reg'd

I now all men by these presents; . . . that I Oliver Younger
Oliver Younger
to
C. F. Adams.
Oliver Younger
do hereby acknowledge, do hereby give, grant, sell and convey unto the
said Charles F. Adams his heirs and assigns forever, a certain tract
or parcel of land in Manchester, in said County of Essex commonly
called Millet's neck containing by estimation about one hundred and
sixteen acres, more or less, bounded as follows, viz, "bounded upon
the Western end of the Little pond that joins upon Joseph Knight
senr. land within about ten poles of the road and then to the County
road, bounded Northwesterly on the road leading to Gloucester about eighty
or ninety rods, more or less, till it comes within about two poles of a
bridge where there is a stone wall, then Easterly upon the wall or fence
till it comes to a pond; and then by James Knowton's land till it comes
to a heap of stones on the beach, and then on a straight line to the sea
Southerly and Westerly on the sea till it comes to the Western side of the
said Little pond, or to the first mentioned bound; with all the buildings
thereon and all the privileges and appurtenances to said premises be
longing; reserving a right to the town of Manchester (if any they
have

SESSL
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P. 151

Witness all men by these presents, that I Betsey Savory of Salem in the County of Essex Widow in consideration of Twenty five hundred and fifty dollars to me paid by Caroline Scobie the wife of John J. Scobie of Salem aforesaid manner, and by S. John's consent signified by his signing this deed, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell, and convey unto the said unto the said Caroline and her heirs and assigns forever — all that lot of land and buildings thereon situate in said Salem on the south side of Washington Square (so called) bounded and described as in my deed of the same from Enos Butler and Harriet E. his wife to me dated November 28th A.D. 1845. and recorded in the Registry of Deeds for said County in Book 361, leaf 219 will appear. to which deed reference is hereby had for more particular description and boundaries. To have and to hold the above granted premises, to the said Caroline her heirs and assigns, to her and their use and behoof forever and I the said Betsey Savory for myself and my heirs, executors, and administrators, do covenant with the said Caroline his heirs and assigns, that I am lawfully seized in fee simple of the aforesigned premises; that they are free from all incumbrances. That I have good right to sell and convey the same to the said Caroline her heirs and assigns forever as aforesaid; and that I will and my heirs, executors and administrators shall warrant and defend the same to the said Caroline her heirs and assigns forever, against the lawful claims and demands of all persons.

I in witness whereof, I the said Betsey Savory have hereunto set my hand and seal this twenty eighth day of July in the year of our Lord eighteen hundred and forty six.

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P. Savory
to
Caroline Scobie

Signed, sealed and delivered

in presence of

Ephm. Brown Jr.

A. H. French to J. Scobie,

appeared the above named Betsy Savoy and acknowledged the
above instrument to be his free act and deed.

Betsy Savoy.

Seal

John J. Scobie.

Commonwealth of Massachusetts,

Berkshire July 29th 1846. Then personally

before me Ephm. Brown Jr. Justice of the peace.
Exeter N.H. July 30 1846. 2 m. before P.M. rec'd. & sig'd. by J. H. French Jr.

A. Duxton

to

C. Duxton.

Know all men by these presents, That
I Augustus Duxton of Burlington in the Territory of Iowa
Clothier in consideration of ninety dollars paid by the
sle Duxton of Haverhill in the County of Essex and Com.
monwealth of Massachusetts Yeoman. the receipt whereof
is hereby acknowledged, do hereby grant, remise, release
and forever quit Claim and do for myself and my heirs
by these presents, remise, release and forever quit claim
unto the said Charles Duxton his heirs and assigns

All the right, title and interest I have in and
to certain pieces or parcels of land situated in Haver-
hill aforesaid, being my undivided share right, or rever-
sion in and to so much of the real estate of the late
Thomas Duxton dec'd. as was set off to Susannah Duxton,

widow of said Thomas Duxton as her dower in said est-
ate, together with my share of all the buildings &c set
off to the said widow, being a part of the homestead farm
of the late said Thomas Duxton; the said dower or third
contain about seventeen acres and one half; and for a
more particular description of these premises reference
as to meets and bounds may be had to the doing of the
committee who set off the same to the said Susannah
Duxton. To have and to hold the aforementioned
premises, with all the privileges and appurtenances,

Not sure about this one?!

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I know all men by these presents, That I John N. Pike of Newburyport in the County of Essex and Commonwealth of Massachusetts ^{John N. Pike} Nath'l Smith In consideration of One dollar paid by Nathaniel Smith of the same Newburyport the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Smith a certain lot of land with the dwelling house and other improvements thereon, situate in said Newburyport, and bounded and described as follows; viz; Northwesterly by High Street; Northwesterly by land of Henry W. Hinman Southwesterly and Southeasterly by land of heirs of Eleazer Johnson it being one of the houses conveyed to me this day by Nathaniel Smith and Elizabeth wife of said Nathaniel. To have and to hold the above granted premises, with all the privileges and appurtenances thereto belonging, to the said grantee and his Heirs and Assigns to his and their use and behoef forever. And I the said grantor for myself and my Heirs, Executors, and Administrators, do covenant with the said grantee and his Heirs and Assigns, that I am lawfully seized in fee simple of the aforesigned premises; that they are free from all incumbrance that I have good right to sell and convey the same to the said grantee and his Heirs and Assigns forever as aforesaid; and that I will and my Heirs, Executors, and Administrators, shall warrant and defend the same to the said grantee and his Heirs and Assigns forever, against the lawful claims and demands of all persons. In witness whereof, I the said John N. Pike have hereunto set my hand and seal this ninth day of November in the year of our Lord One thousand Eight hundred and fifty seven sealed, signed and delivered } John N. Pike Seal
in presence of E. F. Stone } Essex, Nov: 17. 1857. Then personally appeared John N. Pike and acknowledged the above instrument to be his free act and deed,

before me, E. F. Stone Justice of the Peace

Newburyport Nov: 18. 1857, 9 O'clock AM, Read & Ed by Ephraim Brown Reg:

I know all men by these presents, That we Henry P. Upton of Salem in the County of Essex, Commonwealth of Massachusetts, and Harriet E. Upton, wife of said Henry P., in her own right, In consider-

Book
561

7.
1.
Works

Marks before works

Henry P. Upton et al
to Mrs. H. C. Jolley

uation of one hundred dollars to us paid by William H. Jelly of said Salem
the receipt whereof is hereby acknowledged, do hereby remise, release, and forever
quit claim unto the said Mr. H. Jelly all our right, title & interest in and
to a certain parcel of real estate, situated on Worcester Street in said Salem
(late Bath Street) bounded & described as follows - Northwesterly on Worcester
Street Eastwesterly on land of C. M. Dalton Southwesterly on land of Ben-
jamin Webb, and Westerly on land of Mrs George West, together with
a dwelling house and other buildings thereon situate; said house being
numbered 56 on said Worcester Street, and said premises being the
same formerly owned by Caroline Scobie wife of John James Scobie.

To have and to hold the above released premises
with all the privileges and appurtenances to the same belong-
ing, to the said Jelly his Heirs and Assigns, to his &
their use and behoof forever. And we the said Grantors for our
selves and our Heirs, Executors and Administrators do covenant
with the said Grantee his Heirs and Assigns, that the prem-
ises are free from all incumbrances made or suffered by
us and that we will and our Heirs, Executors and Administrators
shall warrant and defend the same to the said grantees
his Heirs and Assigns forever, against the lawful claims
and demands of all persons claiming by, through, or under us
but against none other. It is witness whereof, we the said
Henry P. and Harriet E. Upton have hereunto set our hands and
seals this seventeenth day of November in the year of our Lord
Eighteen hundred and fifty seven. H. P. Upton Seal

Signed, sealed and delivered.

Harriet E. Upton Seal

in presence of us C. W. Phillips to H. P. U. Commonwealth of Massachusetts
H. Putnam to Harriet E. Upton Exch. Nov: 17. 1857. Then personally
appeared the abovesigned Henry P. Upton and acknowledges the above in-
strument to be his free act and deed;

before me Stephen H. Phillips Justice of the Peace
Essex Co. Nov: 18. 1857. 26 m. before 10 AM Recd & Exd by Ephraim Brown Reg'r

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sonably appeared the above-named Elizabeth M. Savory Guardian and
acknowledged the foregoing instrument to be her free act and deed;

Before me George A. Parker Justice of the Peace.

Essex, ss. Recd July 30, 1859. 15m. past 11 A.M. Recd by Ephraim Brown Esq: -

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Know all Men by these Presents, that we, Benjamin Webb
in his own right, and in right of his wife and Elizabeth his wife
of the said Benjamin in her right, and Joseph Hardy Millett in
right of his wife and Mary, wife of the said Joseph Hardy widow
right, and William H. Jelley all of Salem, in the County of Essex and
State of Massachusetts, in consideration of Twenty two hundred
and twenty nine, and $\frac{68}{100}$ dollars to us paid by Mary E. W. West of
said Salem (widow) the receipt whereof is hereby acknowledged
do hereby give, grant, sell and convey unto the said Mary E. W.
West, and to her heirs and assigns forever, all our right, title,
interest and estate, in and to a certain parcel of land, with the
dwelling house and all the buildings thereon, situate in said
Salem on the south side of Washington Square (so called) or Con-
nester street and bounded, commencing at the North west corner
one said Connestor street thence running Easterly on said street
thirty nine feet and nine inches, thence running Southerly by
land now or late of Dalton, seventy eight feet and two inches
bound Easterly by said Dalton's land, thence running westerly
by said Well's land, and bounded Southerly by said Well's forty
one feet and four inches, thence running Northerly and bounded
Westerly by land of said ~~West~~ seventy eight feet and two inches
to the point first mentioned, all the above named distances
being more or less as the buildings and fences now stand.
Our interest in said estate being nine undivided elevenths which
came to us, Benjamin Webb by deed dated March fifteenth A.D.
1859. and recorded herewith, and Elizabeth S. Webb and Mary
Millett as sisters and heirs at law of Mrs Caroline Hobbes deceased
and William H. Jelley by deed dated November seventeenth A.D.

Benj. Webb et ux.
to
Mary E. W. West

1857. and recorded with Essex Deeds B. 561. s. 200. To have and to hold the above granted premises with the privileges and appurtenances thereunto belonging, to the said Mary E. W. West and to her heirs and assigns, to her and to their use and behoof forever. And we the Grantors for ourselves, and our heirs, executors and administrators, do covenant with the said Mary E. W. West and her heirs and assigns that we are lawfully seized in fee simple of the afore-granted premises, that they are free from all incumbrances, that we have good right to sell and convey the same to the said Mary E. W. West her heirs and assigns forever in fee as aforesaid. And that we will and our heirs, executors and administrators shall Warrant and Defend the same to the said Mary E. W. West her heirs and assigns forever, against the lawful claims and demands of all persons. In witness whereof, we, the said Benjamin Webb in his own right, and in right of his wife, and Eliza-
b. wife of the said Benjamin, in her right, and Joseph Hardy Millett in right of his wife, and Mary wife of the said Joseph Hardy in her right, and William H. Jelly, and the said Elisabeth S. Webb, and Elisabeth M. Jelly wife of the said William H. Jelly in token of their release of all right of Homestead and of dower in the afore-granted premises, have hereunto set our hands and seals this fourteenth day of July in the year of our Lord one thousand and eight hundred and fifty nine. Benj' Webb Seal.

Sealed, signed & delivered in

presence of Geo. A. Parker to

W. H. J. & E. M. J. and to B. W. & E. S. W.

E. A. Millett to J. H. M. & m. m.

Commonwealth of Massachu-

Elisabeth S. Webb Seal.

J. H. Millett Seal.

Mary Millett Seal.

William H. Jelly Seal.

Elisabeth M. Jelly Seal.

sets, Essex, ss. July eighteenth A.D. 1859. Then personally appeared the above named Benjamin Webb and acknowledged the above instrument by him subscribed, to be his free act and deed;

before me Geo. A. Parker Justice of the Peace.

Essex, ss. Rec'd July 30. 1859. 15m. past 11 A.M. Rec'd & Ex'd by John Brown Reg.

Book
1203

newspaper if then living, published in said Somerville or otherwise in some paper published in the County of Essex and in his or their own names, or as the attorney of the grantor or for that purpose by these presents duly authorized, convey the same, absolutely and in fee-simple, to the purchaser or purchasers accordingly; and out of the money arising from such sale, to retain all sum, then secured by this deed (whether then or thereafter payable), together with interest and all costs and expenses, in making said sale, paying the sum left, if any, to the grantor or his heirs or assigns, and such sale shall forever bar the grantor and all persons claiming under him from all right and title to and the premises, at law or equity. It being mutually agreed that the grantee, or her executors and administrators, or assigns, for any other person or persons of their behalf, may purchase at said sale and that no such purchaser shall be answerable for the application of the purchase-money; and that said grantor his heirs or assigns, will, on demand, execute, acknowledge and deliver to the purchaser or purchasers a deed or deeds of release confirming such sale. And provided, also, That, until some breach of the conditions of this deed, the grantee shall have no right to enter and take possession of the premises.

In witness whereof, I the said John S. Mc Keen, having no wife, hereunto set my hand and seal this fifteenth day of September in the year one thousand eight hundred and eighty seven.

John S. Mc Keen Seal

Signed and sealed in presence of Francis H. Pearl Esq. Sept. 15th 1887. Then personally appeared the above-named John S. Mc Keen and acknowledged the foregoing instrument to be his free act and deed,

before me, Francis H. Pearl, Justice of the Peace.

Salem Recd Sept. 16 1887, 15 m. past 9 a.m. Rec'd by

Chas. D. Good
ref.

M. E. West Know all men by these presents that I, Mary E. West of Salem in the County of Essex and Commonwealth of Massachusetts, in consideration of one dollar paid by Mary E. West of said Salem, the receipt whereof is hereby acknowledged, do hereby renounce, release, and forever quitclaim unto the said Mary E. West a parcel of land situate on Washington Square in said Salem and bounded and described as follows: - East by land now or late of Dalton and Doambert, South by land of Johnson, west by the lot hereinafter described, and north by said Washington

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M. E. West

One word written
in 3rd. line

Opposite, being the said premises conveyed by
me and wife, and others by their deed dated July 1st 1859 and
recorded with Esq^r Deeds, No. Distl: Book 592, Leaf 3, by Elling-
worth, Savory, Goudron, by deed, dated July 1st 1859, and
recorded with said deeds, Book 593, Leaf 188. Other additions have
since been made to the land, and Washington squares bounded monthly by
said defendants, by Land of Johnson and the like before
described, being Ellingworth, and Ellingworth and wife, the said
Ellingworth being the same premises contained in the above
deed and others by deed dated September 3rd 1861 and
recorded with Land Survey Deeds, Book 5113, page 194. Whereas
I, George Savory, all my right, title and interest in said land
and premises, either individually or in conjunction with any
of his heirs, devisees, or assigns, do now renounce and disclaim
all the said premises and appurtenances thereto belonging
to the said George E. West and her heirs and assigns to
their own use and behoof forever. And I do hereby, for
myself and my heirs, executors and administrators, covenant
with the said grantor and her heirs and assigns that the
granted premises are free from all incumbrances made or
purposed by me, and that I will, and my heirs, executors,
and administrators shall warrant and defend the same
to the said grantor and her heirs and assigns forever against
any lawful claims and demands of all persons claiming
by, through, or under me, but against none other. In witness
whereof, I, the said George E. W. West, witness, hereunto
set my hand and seal this eight day of September in
the year one thousand eight hundred and eighty-seven.
Signed, sealed, and delivered) George E. W. West— Seal
in presence of — the words and Commonwealth of Massachusetts
Scanned full: interlined Date. Esq^r ss September 5th, 1887.

A. S. Hulme of whom personally appeared this
above named George E. W. West— and acknowledged the fore
going instrument to be her free act and deed,
before me, A. L. H. Underwood, trustee of the Seawell
Esq^r ss Reid Sept 15, 1891, a month gain. Recd by Chas. F. C. C. Regd.

Snow all men by these presents that I, George W. Wood,
of Boston in the County of Suffolk and Commonwealth of Mass.
do make

518

One thousand
ad. in the land
and goods
etc.

Received consideration of One thousand pounds of
Ward of lands of Salem, the receipt whereof is hereby acknowledged,
do hereby remise release, and forgive quietus unto the
said Elizary G. West all my rights, titles, and interest in and
to the following parcels of Land situated on Wachusett River
in said Salem and bounded and described as follows; The
first parcel is bounded east by Land now or late of Gallon
and Chamberlain south by land of Johnson west by the last
mentioned described and north by Johnson's S. corner,
which is bounded by the line between the said Gallon and
Chamberlain and others by the line between the said Gallon and
West with County Roads. So I will state what I say fully
and clearly. Guardian's by said Elizary G. West & myself
in his behalf, dated August 31st 1859 and recorded with said
Deeds Book 592, fol 2 awarded to said Elizary G. West and
others by said Elizary G. West & the second recorded with said
Deeds Book 593, dated 1859; the second parcel bounded with
the first Deeds, East by lands of John Johnson and the last de-
scribed, south by said Elizary G. West & the land of
the heirs of Manning, being the same premises conveyed to
Elizary G. West as guardian by Elizary G. West and others
by their deed, dated October 3rd 1856, and recorded with said
Deeds, Book 514, fol 297. So have and hold the said
land premises, with all the privileges and appurtenances there-
belonging, to the said Elizary G. West and her heirs and out-
comes, to them own use and behoof forever. And I do hereby, for
myself and my heirs, executors and administrators, covenant with
the said grantee and, her heirs and executors that the grant-
ee premises are free from all incumbrances made or pur-
ficed by me, and that to wills and my heirs, executors, and
administrators shall warrant and defend the same to the said
grantee and her heirs and assigns forever against the law-
ful claims and demands of all persons claiming by, through,
or under me, but against none other. And for the consid-
eration aforesaid, I, Rose G. West, wife of said grantor do
hereby release unto the said grantee and her heirs and assigns
all right of or to both houses and homesteads in the granted
premises. In witness whereof we, the said George W. West
and Rose G. West, wife of said grantor hereunto set our
hands and seals this ninth day of September in the year
one thousand eight-hundred and eighty-seven.

Signed, sealed, and delivered in the words "I and Rose G. West
in presence of - the words "I and Rose G. West - Seal
Seal

have in the same at all times and seasons for to wear and hold the granted premises with all the privileges and advantages of tenantry belonging to the said farm or farm and her heirs and assigns to their own use and service. And I hereby for myself and my heirs, executors and administrators covenant with the grantee and her heirs and assigns that I will lawfully act in the exercise of the granted premises, that they are free from all incumbrances except of reasonable rent and convey the same as of record and that I will and may bring executors and administrators shall warrant and defend the same to the grantee and her heirs and assigns forever against the lawful claims and demands of all persons or for the consideration of record of Rose M. Barnage the wife of the said Stephen Barnage hereby release unto the grantee and her heirs and assigns all right of or to both power and remunerations in the granted premises in witness whereof the said Stephen Barnage and Rose M. Barnage hereunto set their hands and seals this thirteenth day of June in the year one thousand eight hundred and ninety two.

Stephen Barnage seal
Rose M. Barnage seal
made
in presence of } Commonwealth of Massachusetts
J. A. Apptor
Dwived in presence of } Esqy as Notary public 1892. J. R. Chapman
normally appeared the above named Stephen Barnage and ac-
knowledged the foregoing instrument to be his free and
deed before me James A. Capperton Justice of the Peace
Boston Massd 1892 80 She. m. Oct. 1892
Shant record recd

W. E. W. recd John Allen by the President of the
West of Salem Essex County Commonwealth of Massachusetts
a. 1892. Acknowledged in consideration of one dollar paid by Jonathan Johnson of said Salem the receipt whereof is hereby acknowledged as fully paid, grants, bargains, sell and conveys unto the said Jonathan U. S. Johnson a tract of land with the build-
ing thereon situate on Washington Square in said Salem
now or late of Bolton and contains containing by land of
Johnson. W. E. W. recd by land of Bolton and now or late of
John Allen by the same premises formerly owned
by my mother Mary E. W. West see her deed to me dated
Sept 1881 and recorded with Esqy. S. S. S. in book
1205 page 516 also dated from George W. West dated September
1892 and recorded with said deed in book 1205 page 517

J C Crane and to hold the granted premises with all the
 truncheons and appurtenances thereto belonging to the said
 secretary U. S. Johnson and her heirs and assigns to their
 own use and behoof forever. And of hereby for myself and
 my heirs executors and administrators covenant with the
 grantee and her heirs and assigns that I will fully defend
 and in fee simple of the granted premises libertly and freely
 from all encumbrances what or howe good right it is held and
 covenant the same as aforesaid: and I doth Swear and my heirs
 executors and administrators shall warrant and defend the
 grantee to the grantee and her heirs and assigns
 forever against the lawful claims and demands of all persons
 or unitness whereof the said J. C. Crane being unmaned
 hereunto set my hand and seal this fourteenth day of June
 in the year one thousand eight hundred and ninety two
 signed, sealed and delivered } J. C. Crane and
 in presence of A. G. Huntington } Commonwealth of Mass-
 achusetts Esary as June 14 & 1892. & then personally appeared
 the above named J. C. Crane and acknowledged the
 foregoing instrument to be her free act and deed
 Before me A. G. Huntington Justice of the Peace
 Esary as said June 15 1892. 55 am past 8. in the City of **Charlestown** Sept.

Henry all men by these presents witnesseth that J. C. Crane
 of Birmingham in the County of Essex and Commonwealth of
 Massachusetts aforesaid in consideration of twenty seven
 hundred and ninety dollars paid by Samuel G. Davis
 doth receipt whereof is hereby acknowledged doth give
 grants bargains sell and convey unto the said Samuel G. Davis
 a certain lot of land with the buildings thereon situated on
 Nonnall street in said Boston and bounded and described
 as follows: Beginning southwardly by said Nonnall street thirty seven
 feet westerly by land now or late of Nonnall and Gardner
 minority three feet, northwardly by land now or late of Usigood thir-
 ty eight feet and eastwardly by land now or late of Rich minority
 three and sixteen feet. Bearing the name aforesaid conveyed to
 me by deed of Stephen G. Ulcockland et al executed dated July
 18 and 1890 and recorded in the Esary as Dist. Register of Deeds
 on the 12th day of August 1890. His conveyance is made subject to the terms
 and conditions which the said grantee assumps and
 agrees to pay. J. C. Crane and to hold the granted premises

4603

203

South Essex
4603

Purchase
34722
P. 275

I, Harry S. Perkins

Essex County, Massachusetts,

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

SIX THOUSAND----- Dollars

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

A parcel of land, together with the buildings thereon in Salem
in the County of Essex, and said Commonwealth and being known as No. *situated on Washington Square*

Street in said Salem, more particularly bounded and described as follows:

Easterly by land now or late of Dalton and Lambert;
Southerly by land of Johnson;
Westerly by land of Benson; and
Northerly by said Washington Square.

For title see deed of Mary E. West to Lucretia O. S. Johnson, dated June 14, 1892, and recorded with Essex South District Registry of Deeds, Book 1346, Page 454. See also probate of the will of said Lucretia O. S. Johnson, in case No. 122678 in Essex County Registry of Probate, and Probate of the will of Lucretia S. Perkins in case No. 205855 in said Registry of Probate.

From May W. West
1877

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

Exhibit A

The following land with the building thereon located in Salem, Essex County, Massachusetts bounded and described as follows:

NORTHERLY by Washington Square South seventy and 26/100 (70.26) feet;
EASTERLY by land now or formerly of O'Donnell, seventy and 66/100 (70.66) feet;
SOUTHERLY by land now or formerly of Jarzynka, twenty-nine and 88/100 (29.88) feet;
EASTERLY by said Jarzynka land, thirteen and 83/100 (13.83) feet;
SOUTHERLY, EASTERLY, and SOUTHERLY again by land of Salem Hotel Corporation by courses measuring respectively twenty-one and 65/100 (21.65) feet; approximately eleven and 3/10 (11.3) feet; and nineteen and 95/100 (19.95) feet; and
WESTERLY by other land of said Salem Hotel Corporation, eighty-nine and 62/100 (89.62) feet.

Being Lot B shown on "Plan of Harry S. Perkins, Salem, Mass. Nov. 1960, Edwin T. Brudzynski, Registered Surveyor" recorded with Essex South District Registry of Deeds at Book 4746, Page 1, and containing according to said Plan 5580 square feet.

Together also with easement over Lot B shown on said plan as set forth in Deed to Salem Hotel Corporation recorded with said Deeds at Book 4746, Page 3.

For mortgagors title see deed from Lucretia J. Burns recorded herewith.

DES563/DES

J5
Essex South district

MASSACHUSETTS QUITCLAIM DEED SHORT FORM (INDIVIDUAL) 881

We, Brian E. Wehrung and Lisa A. Dressler, both
of Salem,

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

grant to Brian E. Wehrung and Lisa A. Dressler, as tenants by the entirety *

of 38 Washington Square South, Salem, Essex County,
Massachusetts with quitclaim covenants
the land in

[Description and encumbrances, if any]

The following land with the building thereon located in Salem, Essex County,
Massachusetts bounded and described as follows:

NORTHERLY by Washington Square South seventy and 26/100 (70.26) feet;

EASTERLY by land now or formerly of O'Donnell, seventy and 66/100
(70.66) feet;

SOUTHERLY by land now or formerly of Jarzynka, twenty-nine and 88/100
(29.88) feet;

EASTERLY by said Jarzynka land, thirteen and 83/100 (13.83) feet;

SOUTHERLY, Easterly, and SOUTHERLY again by land of Salem Hotel
Corporation by courses measuring respectively twenty-one and
65/100 (21.65) feet; approximately eleven and 3/10 (11.3)
feet; and nineteen and 95/100 (19.95) feet; and

WESTERLY by other land of said Salem Hotel Corporation, eighty-nine and
62/100 (89.62) feet.

Being Lot B shown on "Plan of Harry S. Perkins, Salem, Mass. Nov. 1960, Edwin
T. Brudzynski, Registered Surveyor" recorded with Essex South District
Registry of Deeds at Book 4746, Page 1, and containing according to said Plan
5580 square feet.

Together also with easement over Lot B shown on said plan as set forth in Deed
to Salem Hotel Corporation recorded with said Deeds at Book 4746, Page 3.

For our title see deed from Lucretia J. Burns to Brian E. Wehrung and Lisa A.
Dressler, dated November 20, 1991 and recorded with said Deeds at Book 11036,
Page 327.

Witness ...our...hands and seals this.....

20th day of June, 1992.

Brian E. Wehrung

Lisa A. Dressler

The Commonwealth of Massachusetts

Essex,

ss.

June 20, 1992

Then personally appeared the above named
and acknowledged the foregoing instrument to be

Brian E. Wehrung and Lisa A. Dressler

their free act and deed before me

C. P. Frazee
Mark P. Frazee Notary Public — Justice of the Peace
My commission expires 9/30 1994

(*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.

BK 11352 PG 272
Essex County, Massachusetts
06/27/92, 1st, 171

10
DECLARATION OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS that I, Lisa A. Dressler of 38 Washington Square South, Salem, Essex County, Massachusetts, by deed from Brian E. Wehrung and Lisa A. Dressler to Brian E. Wehrung and Lisa A. Dressler, as tenants by the entirety, dated June 20, 1992 and recorded in Essex South District Registry of Deeds, Book 4352, Page 472, as an owner of said real estate and having a family and being entitled to an estate of Homestead in the land and buildings hereinafter described do hereby declare that I own and am possessed and occupy said premises as a residence and homestead under the Massachusetts General Laws, Chapter 188 as amended, to wit:

The following land with the building thereon located in Salem, Essex County, Massachusetts bounded and described as follows:

NORTHERLY by Washington Square South seventy and 26/100 (70.26) feet;

EASTERLY by land now or formerly of O'Donnell, seventy and 66/100 (70.66) feet;

SOUTHERLY by land now or formerly of Jarzynka, twenty-nine and 88/100 (29.88) feet;

EASTERLY by said Jarzynka land, thirteen and 83/100 (13.83) feet;

SOUTHERLY, EASTERLY, and SOUTHERLY again by land of Salem Hotel Corporation by courses measuring respectively twenty-one and 65/100 (21.65) feet; approximately eleven and 3/10 (11.3) feet; and nineteen and 95/100 (19.95) feet; and

WESTERLY by other land of said Salem Hotel Corporation, eighty-nine and 62/100 (89.62) feet.

Being Lot B shown on "Plan of Harry S. Perkins, Salem, Mass. Nov. 1960, Edwin T. Brudzynski, Registered Surveyor" recorded with Essex South District Registry of Deeds at Book 4746, Page 1, and containing according to said Plan 5580 square feet.

Together also with easement over Lot B shown on said plan as set forth in Deed to Salem Hotel Corporation recorded with said Deeds at Book 4746, Page 3.

I expressly reserve the right to myself and my spouse and to the survivor of us, and to the Executor or Administrator of the survivor of us, to revoke and rescind this Homestead as to ourselves and our minor, unmarried children.

WITNESS my hand and seal this 20 day of June, 1992.

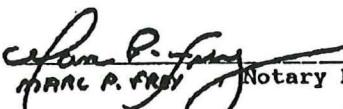

Lisa A. Dressler

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

June 20, 1992

Then personally appeared the above-named Lisa A. Dressler and acknowledged the foregoing to be her free act and deed, before me


Marc P. Frey Notary Public
My commission expires: 9/30/94

DRESSDOH/FREY

ESSEX SOUTH DISTRICT 14178

2
J5

06/26/97 11:02 inst. 150
BK 14178 PG 437

QUITCLAIM DEED

Brian E. Wehrung and Lisa A. Dressler, as husband and wife as tenants by the entirety
of Salem,

for consideration paid, and in full consideration of Two Hundred Eighty-Five Thousand
and 00/100 (\$285,000.00) Dollars

grant to Scott Sneddon and Linda L. Price-Sneddon, husband and wife as tenants by
the entirety

of 38 Washington Square South Salem, Essex County, with quitclaim covenants

The following land with the building thereon located in Salem, Essex County,
Massachusetts bounded and described as follows:

NORTHERLY by Washington Square South seventy and 26/100 (70.26) feet;
EASTERLY by land now or formerly of O'Donnell, seventy and 66/100
(70.66) feet;
SOUTHERLY by land now or formerly of Jarzynka, twenty-nine and 88/100
(29.88) feet;
EASTERLY by said Jarzynka land, thirteen and 83/100 (13.83) feet;
SOUTHERLY, EASTERLY, and SOUTHERLY again by land of Salem Hotel
Corporation by courses measuring respectively twenty-one and
65/100 (21.65) feet; approximately eleven and 3/10 (11.3) feet; and
nineteen and 95/100 (19.95) feet; and
WESTERLY by other land of said Salem Hotel Corporation, eighty-nine and
62/100 (89.62) feet.

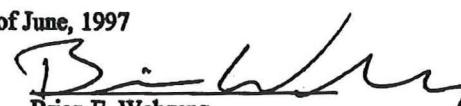
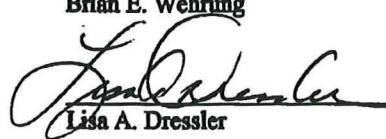
Being Lot B shown on "Plan of Harry S. Perkins, Salem, Mass. Nov. 1960, Edwin T.
Brudzynski, Registered Surveyor" recorded with Essex South District Registry of Deeds
at Book 4746, Page 1, and containing according to said Plan 5580 square feet.

Together also with easement over Lot B shown on said plan as set forth in Deed to Salem
Hotel Corporation recorded with said Deeds at Book 4746, Page 3.

PROPERTY ADDRESS: 38 WASHINGTON SQUARE SOUTH, SALEM, MA 01970

For our title see Deed from Lucretia J. Burns to Brian F. Wehrung and Lisa A. Dressler, dated November 20, 1991 and recorded with said Deeds at Book 11036, Page 327. Also see Deed recorded with Essex South Registry of Deeds in Book 11352, Page 272.

WITNESS our hands and seals this 26th day of June, 1997


Brian E. Wehrung

Lisa A. Dressler

THE COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

June 26, 1997

Then personally appeared the above named Brian E. Wehrung and Lisa A. Dressler and acknowledged the foregoing instrument to be their free act and deed before me,

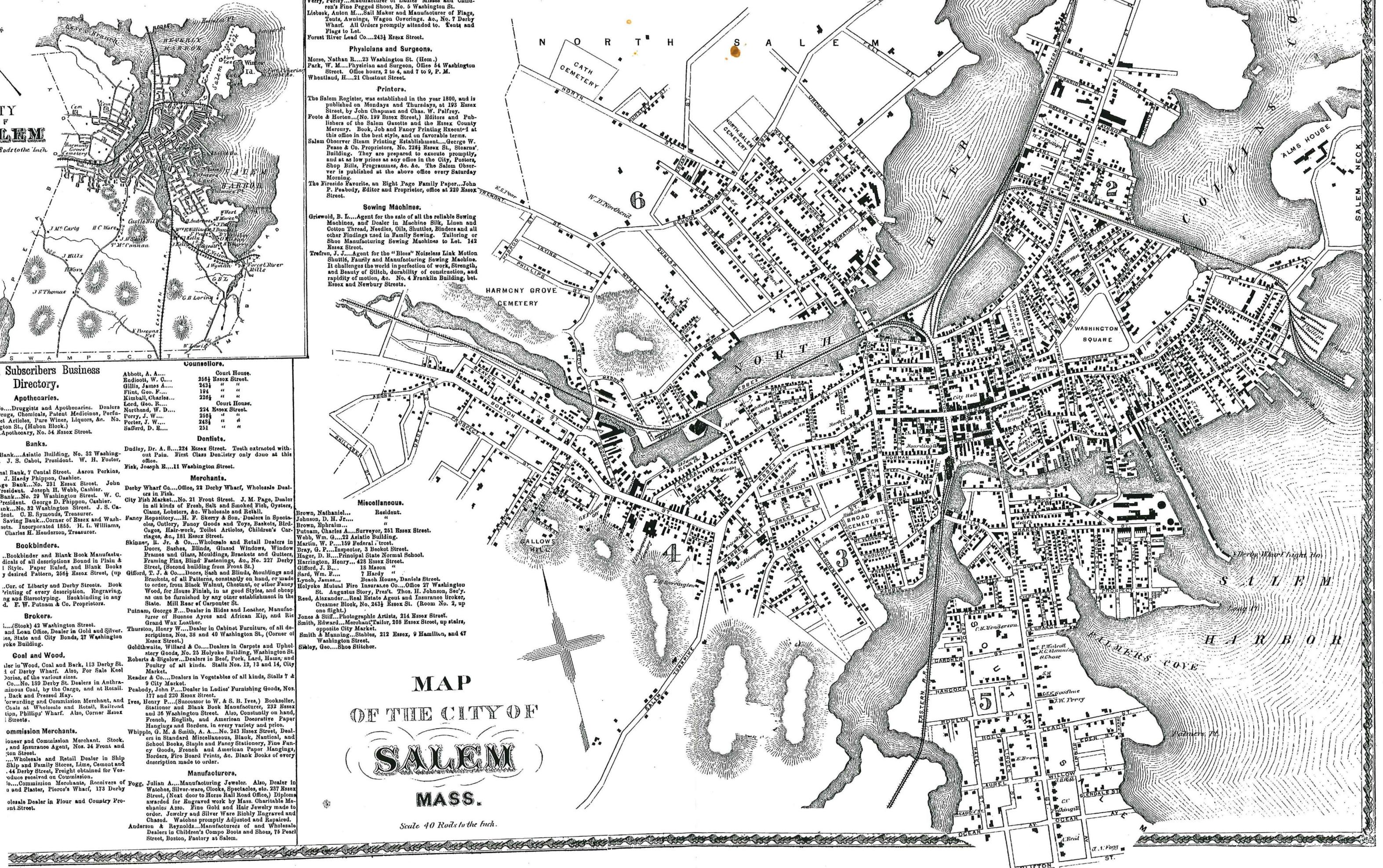

Rena Andreola,
Notary Public
My Commission Expires: 5/1/2003

realestra138


DEEDS REG 10
ESSEX SOUTH
06/26/97
TAX 1299.60
CASH 1299.60
EXCISE TAX
4455A000 11:08

1872
Atlas





Soult Essex ss.

4770

246

2

I, Henry J. Perkins, of Waitsfield, Vermont,
EXECUTOR under the WILL of ——————
SIXTY EIGHT HUNDRED FORTY FIVE THOUSAND SEVEN HUNDRED EIGHTEEN DOLLARS
Harry S. Perkins, late of Salem, Essex County, Massachusetts,
by power conferred by said will probated in the Registry of Probate for said
County of Essex under docket number 265,000

for twenty-thousand - - - - - paid grant to Lucretia J. Burns, of said Salem,
the land in said Salem together with the buildings thereon bounded and
described as follows:

NORTHERLY by Washington Square South seventy and 26/100
(70.26) feet;
EASTERLY by land now or formerly of O'Donnell, seventy and
66/100 (70.66) feet;
SOUTHERLY by land now or formerly of Jarzynka, twenty-nine
and 86/100 (29.86) feet;
EASTERLY by said Jarzynka land, thirteen and 83/100 (13.83) feet;
SOUTHERLY, EASTERLY again by land of Salem Hotel
Corporation by courses measuring respectively twenty-one
and 65/100 (21.65) feet; approximately eleven and 3/10
(11.3) feet; and nineteen and 95/100 (19.95) feet; and
WESTERLY by other land of said Salem Hotel Corporation, eighteen
nine and 62/100 (89.62) feet.

Being Lot B shown on "Plan of Harry S. Perkins, Salem, Mass.
Essex South District Surveyor," Registered Surveyor, recorded with
and containing according to said Plan 5580 square feet.
Together also with easement over Lot B shown on said plan as set
forth in Deed to Salem Hotel Corporation recorded with said Deeds
at Book 4746, page 3.



Witness, my hand and seal this..... 12 May, day of May 1961.
H. J. Perkins

Up Counterfeited instrument
Essex, ss.

Then personally appeared the above named Henry J. Perkins, executor aforesaid,
and acknowledged the foregoing instrument to be his free act and deed, before me
James E. Farley, Notary Public ——————
My commission expires..... August 28, 1965.

Essex ss. Recorded May 15, 1961. 53 m. past 2 P.M. #153

S. Essex District, 4746, 1

Plan of
Harry S. Perkins
Salem Mass.
Scale 1 in = 20 ft Nov. 1960
C. B. Bradburn
Register of Surveyors

Washington Sq S

1961
611

