The House History of 8 Winthrop Street, Salem, Massachusetts

According to available records, the house located at 8 Winthrop Street was built for Nathan Putnam around 1850. Set on a granite foundation, the house is constructed in the Greek Revival style, a popular architectural design choice during this period. In accordance with the identifying features of this style, the house contains a side hall plan and a pediment front. Today the building is covered in aluminum siding and a recessed entrance as been covered with an exterior storm door.

Nathan Putnam, for the sum of "three hundred and seventy dollars and ninety eight cents" bought a lot of land containing about two thousand three hundred and ninety square feet from members of the Pickering family. ² According to this deed in the chain of title, the house is located in an area of Salem once known as "Broad field so called . . ." The Pickering family is one of the oldest families in Salem, the Pickering House being "the oldest house in Salem and America's oldest home." The land where the house is located was likely used as farmland by the Pickering family before it became more profitable and practical to sell parcels of land off for people to build homes.

Nathan Putnam purchased the land on which the house is located in 1844 from John and Mary Pickering of Salem and Henry W. Pickering of Roxbury.⁴ The deed references no buildings located on the premises. However, an examination of 1850 census lists the Putnam family at Winthrop Street, which leads to the conclusion that this house was built at some time between 1844 and 1850. According to the 1850 census records Nathan Putnam was 55 years old and his wife Caroline was 27 years old. They had one daughter, Mary (b. 1838), and a newborn son Rodney (b. May 1849).

At this time, Nathan Putnam's profession was listed as "wharfinger." According to the Webster's Dictionary, a wharfinger is the operator of a commercial wharf.⁵ By the 1860 census, Nathan had changed professions and become a dealer in wood and coal. ⁶ In 1861, Nathan

¹ Virginia & Lee McAlester. Field Guide to American Houses. Alfred A. Knopf, Inc. 1984, esp. pgs 178-195.

² Essex South County Registry of Deeds (hereinafter ESCRD) Book 567, Page 162.

The Pickering House http://pickeringhouse.org/index.html (accessed May 21, 2015).

⁴ Deed of Sale from John and Mary Pickering to Nathan Putnam, 1 Feb. 1844, Deed book 342, page 78, Filed 22 Feb 1844, Salem, Essex, Massachusetts. *Southern Essex District Registry of Deeds*. Web. Accessed 3 Oct. 2014.

⁵ Merriam-Webster On-line Dictionary. http://www.merriam-webster.com/dictionary/wharfinger (Accessed May 20, 2015).

⁶ United States Census Bureau, Bureau, Seventh Census of the United States, 1850. Roll M432 312. Page 178A.

deeded the property to his wife Caroline "in her own right, free from the interference or control of her husband, in the same manner as if she were unmarried. . ." It is possible that Nathan took this action to protect the family home. Records at the Essex South County Registry of Deeds indicate that in March 1862, Nathan Putnam, trader, was an insolvent debtor and his home was ordered by the Insolvency Court to be held "in trust" by Benjamin Newhall of Lynn. In August of 1862 Caroline Putnam would give a mortgage to Maria M. Fletcher, a widow living in Salem, for the amount of three hundred and fifty dollars. The debt was paid and the mortgage was subsequently discharged. Benjamin Newhall released his "trusteeship" of the property to Caroline Putnam in August of 1862; this action appears to have been a final resolution to the family's financial difficulties.

Caroline would retain ownership of the house until her death on August 13, 1887.

According to her estate filed at the Essex Registry of Probate, she died a widow without a will and left three surviving children who would each inherit 1/3 each of her estate: Nathan D. Putnam or Topeka, Kansas, Charles M. Putnam of Kansas City, Missouri and Ruth M. Copeland of Salem, Massachusetts. In 1887, Nathan D. Putnam and Charles M. Putnam deeded their interest in the house at 8 Winthrop Street to their sister, Ruth M. Copeland. Ruth would retain ownership of the house for another ten years when she sold the property to Johanna F. Cunningham on December 4, 1903.

A review of the grantee indexes at the Essex South County Registry of Probate reveals that Johanna F. Cunningham owned more than one property, indicating that she and her husband, James J. Cunningham, derived some of their income from managing and renting the multi-family homes they owned. According to the 1910 United States Census, Joanna was 44 years old and her husband James was 45 and they had six children living with them in Salem's Ward 3. By 1940, the United States Census records show Joanna to be a widow living at 35 Broad Street in

Microfilm. (Washington, DC: National Archives and Records Administration, 1850). Lines 22-27.

⁷ ESCRD Book 627, Page 83-85.

⁸ ESCRD Book 640, Page 266.

⁹ ESCRD Book 640, Page 268.

¹⁰ ESCRD Book 641, Page 87.

¹¹ Essex County Registry of Probate, Estate of Caroline Putnam, Vol. 453, Page 596.

¹² ESCRD Book 1272, Page 210.

Salem, along with with her daughter Mary Cunningham and her son, Henry Cunningham.¹³ On January 3, 1950, Joanna F. Cunningham would pass away intestate, without a will. According to the administration of her estate at the Essex County Probate Court, she left four children: Josephine Nelson of Marblehead, Mary M. Cunningham of Salem, Frances Whearty of Salem, James Cunningham of Danvers and Henry Cunningham of Salem.¹⁴

Joanna's children retained ownership of the property for another fourteen years. On November 6, 1964, they sold the property to Earle B. Annis and Beverly A. Annis who would keep the house for less than one year, selling it on April 13, 1965 to Merle P. Kirwin. Merle owned the property for only four years, transferring the property to Peter A. Markunas and Elizabeth A. Markunas on March 21, 1969. 16

The Markunas would own the house on Winthrop Street for 13 years, selling the house to Kenneth R. Kirchner on September 16, 1982. Two years later on June 19, 1986 Kenneth R. Kirchner conveyed the property to Keith D. Webster, who would lose the house to foreclosure during the economic downturn of 1992-1993. On April 25, 1994, John H. Merrow, Jr. would buy the premises from the foreclosing party, Federal Home Loan Mortgage Corporation. Know you think this sounds too legalese, so amend at will!! (1) John H. Merrow, Jr. made a wise investment, purchasing the in 1994 for the sum of One Hundred and Five Thousand (\$105,000.00) dollars; on December 16, 2002, he sold it to Richard E. Burgess for consideration of Three Hundred and Sixty Five Thousand, Two Hundred (\$365,200.00). Burgess bought the property as an investment, transferring the property within a few months to By The Sea, LLC, a

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¹³ Ancestry.com. *1910 United States Federal Census* [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2006. Original data: Thirteenth Census of the United States, 1910 (NARA microfilm publication T624, 1,178 rolls). Records of the Bureau of the Census, Record Group 29. National Archives, Washington, D.C.; Ancestry.com. *1940 United States Federal Census* [database on-line]. Provo, UT, USA: Ancestry.com Operations, Inc., 2012. Original data: United States of America, Bureau of the Census. *Sixteenth Census of the United States*, *1940*. Washington, D.C.: National Archives and Records Administration, 1940. T627, 4,643 rolls.

¹⁴ Essex County Probate Court Docket No. 230883.

¹⁵ ESCRD Book 5222, Page 168; ESCRD Book 5259, Page 377.

¹⁶ ESCRD Book 5597, Page 190.

¹⁷ ESCRD Book 6979, page 2; Book 8331, Page 381; Book 12376, Page 93.

¹⁸ ESCRD Book 12552, Page 238.

Massachusetts Limited Liability Corporation controlled by Burgess and two partners. ¹⁹ In 2003, By The Sea, LLC converted the two family into a two unit condominium building through the recording of a Master Deed on June 6, 2003. By The Sea, LLC sold Unit 1 to current owner Janet H. Lieberman on June 6, 2003 and it sold Unit 2 to Susan L. Woods on June 30, 2003. A little over a year later, Susan L. Hood (f/k/a Susan L. Woods sold Unit 2 to Michael W. Cucchi on August 28, 2004, who would, in turn, sell the unit to current owner Ann G. Neely. ²⁰

Kimberly A. Whitworth, J.D., M.A. Historic Salem, Inc. May 2015

¹⁹ Massachusetts Secretary of State On-line Corporate Database: http://corp.sec.state.ma.us/CorpWeb/CorpSearch/CorpSearchFormList.aspx?SEARCH_TYPE=1 (Accessed May 28, 2015): FSCRD Book 20752, Page 291

^{2015);} ESCRD Book 20752, Page 291.

2015); ESCRD Book 20752, Page 291.

2015); ESCRD Book 20969, Page 216; ESCRD Book 20969, Page 256; ESCRD Book 21133, Page 553; ESCRD Book 23307, page 357; ESCRD Book 33002, Page 299.

, feet to the afores aid By Way : thence vurning East Southerly . by said By way about rundy seven feet to the beginning, with *a provilege of passing and repassing with teams and attenuise. -over the aforesaid by way from School Street to these premises. To have and to hold the above released premises, with all the privileges and appartenantes thereto belonging to the taid Benjamin S. Allen his Heirs and Assigns to his and their use and behoof forever. And I the said I saac Allen assigned for myself and my Heirs Executors, and Administrators, do con : Enant with the said Benjamin L. Allen his Heirs and Assigns that the premises are free from all incumbrances made or suft fered by me, and that I will and my. Heirs, Executors, and ! . Administrators shall Travent and Defend the same to the . Ace'd Benjamin D. Allen his Heirs and Anigus forever against the lawful claims and demands of all persons claiming by through on under me or them but against more other. I'm ". Writness Whereof, I the said I save Allen assignee and . Lucy. and Webb the wife of John E. Weble, aforesaid in w when of her nelease of all right to dower in the released premi-. ever have hereunto set ou, hands and seal this eighteenth day, of March in the year of our Lord eighten hundred and fifty reight Isauc Allen . O'igned scaled and deliv Liney Ann Hebb . . Seal ; Essex so, March 184 1858. Then , ened in presence of . Charles & Kimball to Isaac personally uppeared the above no. . Allen signing . John Lee \ . med Isaac Alan assignee and to Lucy Ann Well signing) a chnowledged the fovegoing in . Arument 10 be his free act and dead; before me, . John Lee . . Justice of the Geace. Lasty so Rec. Much 19,1855,50 Clock In, rec, symily Eplus Brown By

Mary O. Fickering Throw all Men by these Presents, That we Mary O. Pickering Nathan Dutnom and John Dickering both of Salem in the Country of Esser

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and Commonwealth of Massachusetts wellenry W. Pickering of Royling in the County of Norfolk and Commonwealth a foresaid in consideration of three hundred and seventy dollars and minety eight cents to us paid by Nathan Pettnam of Salem afores and the receipt where of is hereby wek provoledged, do hereby give, grant bougane sell and lowey un. to the said Nathaniel Sutnam a certain parcel of land situatted in said Salem in Proad field so called and bound. ed as follows to wit Casterly by a private way called Winer throp Street forty four feet mortherly by land of Milliam Brown Junior fifty feet; Westerly by land of Sarah G. Come forty four feet and Southerly by other land of ours fifty four feel and three inches, Containing, two thousand two him and and minety three square feel of land; together with an , right of way in said private way in common with us , our freirs and assigns To have and to hold, the above you , tod premises to the said Nathan Putnam and his heirs and in assigns to his and their use and believe forever, And we the , said Grantors . for ourselves and our Heirs, executors and ad. mimatricators, do covenant with the said Suman and his heirs. and wasigns, that we are lawfully suised in fee simple of the afone granted premises; that they are free from all in-; cum brances; that we have good orghe to sale and convey the. same to the said Putnam and his heirs and assigns forever to hold as aforesaid; and that We will and our hims executiers and administrators shall bearant and Defend the same , to the said Pretione and his hours and assigns forever . against the lawful claims and dominands of all persons, In . Thetrees Where of we the Stud Many O, John and Henry: to Dickering and Frances D wife of said Henry W. (who in consideration of one dollar paids her hearly relinquishes all when right of downer have beneaved set our hunds and stals. this thathe day of December in the year of our Lord eight son hundred and forty mine many O. Sickering . , Isal John Pickering . . Seal, Signed, scaled and delivered in presence of James Stone Wit Slenny W. Sichering . . Seal . near to signature of Many O. Sickening I rances D. Pickering . , Seal . H. Newman . withers & signatures . Commonwealth of Massachu. of John & Henry W. Pickering (setts bacy so, December 12 4 1549 Rebacca W. Pickering wit - Vice personally uppeared the above mess to sugnature of Chances D. Richering I named John Pickering and ack provbedged the above institument to be his free are und deed; , before me . . g . G Hing . Justice of the Peace. Essey As, He? March 15. 1858, 30 m. part 5 P.M. 1800, vere vern? by Sphon Brown Def.

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The one all Men by these Presents, That the Northern Turion , and Curoline Mr. Intirum buth of Sulem in the Country of Boley & Commonwealth of Nasauchuselly, In Candideracion of One thousand Dollars to us paid by Nathaniel biggin of , said Falen the receipt where of is hereby acknowledged, do here by give front bargain sell and sonvey unto the said Nathan ; hel beiggin a certain purcel of land situate in Salem aforesaid in what is known as Broadfield in said Solern Bound ed, and described as follows to wit. Enstarly by a product way called Minthrop street, forty four feet northerly by band of William Brown Junior fifty feet, Uses torly by land of Sonah & Orne forty four feel and Southerly by other Lands now or formerly owned by many O, Prekering John John Pickering & Kenny. W. Jackering fifty from feet and three mehes, Cortaining two thousand two hundred I minety three I square feel of land more or less together with a right of way in said private way in common with the said Many John & Glenny W, Pickering & their heirs and assigns, all of which will appear by reference to Decd from said Many, John & Henry W Sickening to nothan Putition dated the touch day of December A.D. 1849 Go have and to hold

Gaunders, nor my heirs or any other person or persons claiming by, from or under me or them, or in the name, right, or stead of me , or them, shall or will, by any way or means, have, claim, or demand, any light, or tithe to the above - reased premises, or to any part or parcel thereof forever an witness Whereof, We the said. Lewis Gaunders, and Mary J., his wife who herebypeleases all right of dower in the above released premises have hercunto set our hands and seals this fourth day of Septembers in the year of our Lord one thou sand eight hundred and sixty ones

Gigned, sealed and delivered Thewis Gaunders, in presence of us, J. Brown Loud; Elija Woodbury.

Peac. Mary J. Vaunders, Olac. Essex, ss. September of th. 1861.) Then the above namea Lewis

Counders personally appeared and acknowledged the above instrument to be his fregact and deed;

Before me, g. Brown Lord, Justice of the Place Lesser se Sector Sept. 6, 1861 30 m. rest Q. O mNacr Cot Ex Cly Ephon, Brown Bog.

Doutherly Cy Cand now or late of Pickering fifty four feet

and three inches; containing two thousand two hundred

Mathan Puttern, Howall Min by these Presents, Hat I nathan Des. Co. Commen Jutham, of Galen, in the Country of Esser pand State of Massachusetts Grader In Consideration of fiften hum-Stand ded dollars to me haid by George R. Euwin, of the same Calem, Eesquie the receipt whereof is hereby acknowled-(We) ged 1, do hereby give, grant, bargain, sell and convey un to the said George Ro. Burnen, and his heirs and assigns forever, a certain lot of land in said Salein, bounded as follows, to wit Easterly by Winthrop Street forty four feet; Motherly by land of William Brown, Jr., fifty-feets Westerly by Land of Garah J. Orne, forty four feet, and

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, and minety three square feet of land, with the dwelling house and all other buildings thereon Standing, and all privileges and appurtenances to the same belonging. i for more particulars reference may be had to my dead recorded with Essex Deeds, Book 567 Leaf 161. To Have and to hold the above granted premises, with all the. Spivileges and appurtenances thereto belonging, to the . said George Ro. Eumen, and his Heirs and assigns, tothis and their use and behoof forevers and I the said , Markan Putriam, for myself and my Heirs, Executors, , and administrators, do covenant with the said George , R. Curwin, and his Heirs and assigns, that Jam lawfully saized in fee simple of the afore granted premises that they are free from all incumbrances, that I have good right to sell and convey the same to the said Yearge Ro. Curven, and his Heirs and assigns forevers. as aforesaid; and that I will and my Heirs Executors, yand administrators shall Warrant and Defend the same to the said George Ro. Burwen, and his 26 eirs, and assigns former, against the lawful claims and demands of all , persons. On Witness Whereof, I the said nathan Putram, , have hereunto set my hand and seal this sigth day . of Septembers in the year of our Lord one thousand right hundred and sixty ones Northan Outriam. . Signed, Scaled and delivered ? Eessen, ss. Septa. 6th. D. D. 1861. in presence of Ephand frown.) Then personally appeared the above named Nathan Pritinam, and acknowledged the valoue instrument to be his free act and deeds before me, Ephm Moon, Justice of the Place

Geo, Ro leumen, of Salem, in the County of Esser, and State of Massachu- (ur n. P.)

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sette, Esquire. In Consideration of fifteen hundred dollars to me paid by Garoline M. Putnam, wife of Nathan Pulmam, of the same Palom, the receipt whereof is hereby anknowledged, do hereby remise, release and forever Quit-Blaim, unito the said Euroline M. Putnam, the same to be held by her in her own right, free from the interference or control of her husband, in the same manner as if , she were sole and unmormed, a certain lot of land in Salem, bounded as follows, to wit; Easterly Cylvinthrop Speet, forty four feet; Northerly by land of William Brown fr., fifty feet; Westerly by land of Sarah F. Ome, forty four feet, and Southerly by land now or late of Pickering fifty four feet and there inches containing two thousand two hundred and ninety those square feet, of land, with the swelling house, and all other buildings thereon standing and all privileges and apporteriances to the same belonging, meaning hereby to convey to said baroline all the estate conveyed tome ley said Mathan ly deed recorded herewith, to which refer for more particulars. Of Blave and to Hold the abone released premises, with all the privileges and appurtenances to the same belonging, to the said Caroline M. Pitnam, to be held by her in her own right, and to her Accis and assigns, to her and their use and behoof forever and I the said George Ro. Cumen, for myself and my dies, Rejectors, administrators , do covenant with the said bu oline M. Potram, and her Heirs and assigns, that the premises are free from all incumbrances made or suffered by me, and that I will and my Heirs, Executors and aministrators shall Warrunt and Defend the same to said Caroline Mc Putriam, to be held as aforesaid, and her Heirs , and assigns forever, against the lawful claims and demands of sell persons, claiming by, through , or under me, but against

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Honow all Men by these Presents, That I Joseph Joseph Benson , Benson, of Groveland, in the Country of Exsex, and Room yelan N. aled. i monwealth of Massachusetts, Yeoman . In-Consideration. of five dollars to me paid by Helen A. Reed, of said Groveland, and other good considerations, the receipt , whereof is hereby acknowledged, do hereby grant, remises. release, and forever Quit-Blaim, unto the said Helen. a. aed, a pice or parrel of land in said Groveland. , it being the same conveyed to me by Warner Co. White tier by peed bearing date april 20 th. 1855 and recorded. in the lesser County Registry of Deeds, in Book 509 Leaf. 249 to which deed reference may be had. To have and to hold the above released premises, with all the prinileges and appurtenances thereto belonging to the said . Helen A. Reed, her Heirs and assigns, forever; so that. neither I the said Joseph Bensonmor my Heis, or any yother person or persons claiming from or under me or them, in the name, right, or stead of me or them shall , or will, by any way or means, have, claim, or demand. any right or title to the aforesaid Premises, or their ap-(purtonances, or to any part of parcel thereof forever That. I will warrant and defend the same from all incumbran

appeared the above named Martha A. Hutchinson as the.

nutroney of said John Hearne, and acknowledged the a.

bove instrument to be the free act and deed of said.

Hearne, Before me, James O. Heing, Justice of the Reace.

Esternessed the Schugt. 5, 1862.... 26 m. past 9 a. M. Recr & Ber Chy Cohn. Chow. By.

Reignment Commonwealth of Massachusetts, Essen, so. Court of.
Northan Pedram, Chal. Insolvency, In the base of Nathan Pritriam, of Calam Benja. B. Newhallin said bounty, trader, Insolvent Debtor. Horowall mon aune.

Buthese Onesents: That Whereas, Benjamin B. Newhall, of

by these Onesents; That Whereas, Benjamin B. Newhall, of Loym, in said County, has been suly appointed as -. signed in said case; Now, Therefore, I, George J. Choater. Judge of the bourt of Incolvency, by wirtue of the author ity vested in me by the one hundred and eighteenth. chapter of the General Otatutes and the Lower of this Commonwealth, do hereby convey and assign to the said assignee, all the estate, real and personal, of the Said Nothan Putnam, insolvent debter, including all the property of which he was possessed, or which he was interested in or entitled to on the thirteenth day of March, in the year one thousand eight hundred and sixty two, excepting such as may be by law exempted from attachment, with all his deeds, books and papers relating thereto. To Have and to Hold all the above granted premises to the said Benjamin G. newhall, and his heirs forever; In trust, nevertheless, for the uses and purposes, with the powers and subject to the conditions. and limitations pet forth in the chapter and laws aforesaid. In Witness Whereof, I, the said Judge, have hereunto. set my hand, and caused the seal of said Court to be. raffixed, on this twenty fourth day of March, in the year. of our Lord one thousand eight hundred and sixty two, Ges. J. Choate, Judge of the Court of Oneslveny.

Nathal Lands Know all Men by these Presents, That Whereas I noth-, amel Lopad, of Graveland, in the Country of lessex, and Com Sophia Lyfon. i monwealth of Massachusetts, administrator of the goods -, and estate of Fitz W. Burbank, late of Howerhill, in said bounty Gaborer; deceased, by an Order of the Court of Ora: ; bate, held at calem, within and for the bounty of Essen, son the fourth day of March, in the year one thousand. seight hundred and fifty-six was licensed and empowered to sell and pass deeds to convey certain real estate. sof the said deceased; and whereas I, the said admin = instractor, having given public notice of the intended sale, by causing notifications thereof to be published once. , a week for three purcessive weeks, prior to the time ... sof sale, in the Newspaper called the tesser (Banner; print ed at Haverhill, and having first taken the oath byclaw in such cases required, did on the second day of (april in the year one thousand eight hundred and fifty Six, pursuant to the order and notice aforesaid, sell. by public auction the real estate of the said dereased herein after described, to Cophia Lyford, for the sum of Leventy dollars to the being the highest bidder -. therefor Now therefore, know ye, That I the said nathisniel Loadd, administrator as aforesaid, by virtue of the power and authority in me vested as aforesaid, and in consideration of the aforesaid sum of seventy dolclare to paid by the said Clophia Lyford, the receipt where for is hereby acknowledged, dos by these Presents, gives: grant, sell, and convey wito. the said Pophia Lybora, her their and assigns, one undivided fifth part of a certain ittact or parcel of land situate in Groveland aforecaids bounded and described as follows, Viz: Commencing at.

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- the said William griffet, Jun., for myself and my. Heirs, Executors and administrators, do covenant with. the said amanda M. Oftenens, her Heirs, and assigns,. that I am lawfully seized in fee of the aforeignanted Premises; that they are free from all incumbrances. excepting the aforesaid reservation, That I have good right to sell and convey the same to the said amandam. Oftween, as aforesaid; and that I will, and my Heir, Exexcitors and administrators shall Warrant and Defind the same to the said amanda M. Oftevens her Heirs and assigns. forever, against the lawful claims and demands of all. persons. and for the consideration aforesaid, &. Garah M. Griffith, wife of said William Griffith, Jun., do hereby release and quitplain all my right, rlain, or how sibility of dower inor out of said premises. In witness. Whereof, We the said William Griffith, Jun, and Parah M. Smiffith, have hereunto set our hands and stals this fourth day of Ortober, in the year of our Lord one thou sand eight hundred and fifty-eight, Signed, Sealed, and delivered) Wom Griffith, fr., Feal, in presence of Mothaniel Ladd.) Garah Mb. Griffith, Esconselyoneland, Opt. 11th. 1858. Then personally appeared. the above named William Griffith, Jun, and acknowl edged the above instrument by their executed, to be free , art , and deed; before me, Nathaniel E, add, Justice of the Cease. Some where augt., 5,1862..... 5m. before 10 am Aber & Etyly Com. 6 how By

Nothen Petramy of Mon By these Presents, That Wie, Nathan to war of Essen, and Caroline. Mariam decker Pritiain, of Galern, in the Country of Essen, and Caroline. Mo Pictuain, wife of said (Nathan, in her own right. In. Consideration of the sum of three hundred and fifty pollars, paid by Mrs. Maria M. Flotcher, widow, of said Bolom. the receipt whereof is hereby acknowledged, do hereby give,

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igrant, bargain, sell and convey unto the said maria M. . + tletcher, and her heirs and assigns forever, a certain lot of land in said Valem, bounded as follows, to wit, bast = erly by Winthrop Oftest forty four feet northerly by land of William Brown, In, fifty feet Westerly by land of ... Clarah F. Orne, forty four feet and Southerly by land. now or late of Pickering fifty four feet and three in sched, containing two thousand two hundred and minety thice square feet of land with the swelling house and sall other buildings thereon standing, and all privileges and, appurenances to the same belonging, for more has sticulars reference may be had to deed recorded with Es Dex deed, Book 567 Leaf 161. Tott ave and to & Gold them. above granted premises, with all the privileges and apo purtenances thereto belonging to the said Maria M. Hotcher, and her Hours and assigns, to them and their use and behoof forever. and We the said Nathan Putiam, and : Earoline M. Puthum, for us and our Heurs, Executors an : administrators, do covenant with the said Maria Mo. Fletcher, her Heirs and assigns, that they are lawfully Seized in fee simple of the aforegranted premises; that they are free from all insumbrances, that they have good right to sell and convey the same to the said. Maria M. Fletcher, her Heirs and assigns forever as aforesaid; and that they will and their Beirs, Executors and + administrators shall Warrant and Defend, to the said Muria M. Fletcher, her Hers and assigns forever, against the lawful plains and demands of all persons fro = wided, Nevertheless, That if the said Nathan Outriam or-Caroline Mb. Putnam, other Hours, Executions, or administrastord shall pay unto the said maria M. Fletcher, her Executors, administrators, or assigns, the sum of three hun= dred and fifty sollars in one year with interest thereon.

the John Brown St.

payable in advance, quarterly; then this Deed, as also a not Bearing even date with these present, signed by the Daid Mothan Protinam, & Caroline M. Pintnam, whereby they agree to pay the said maria M. Fletcher, the said sum. and interest at the time aforesaid, shall be absolute: my word to all intents and purposes. In Witness Whereof, We the said Northan Outnam, and Caroline M. Cutnum, the said baroline, hereby relinquishing all right of down in the above described premises, have hereunto set our hands and seals, this fourth day of august, in theyou of our Lord eighten hundred and sixty two, Vigned, Gasealed, in presence) Northan Putnam, of Henry Cogenele. Caroline Mr. Putnam,) Essen se ang! 2 21862. Then perdelivered in presences of Sonally appeared ____above named Northen Outriam, & Garo Line M. Octuam, and acknowledged the above instrument. to be their free act and deed; before me, michl Galleton, Justice of the Peace. Lesen, selled Augt. 5, 1462 4 m. Cefore 10 d. miles Qt Elly Jhu. Brown By

Joseph Gngall. Riggs, of Ewampscott, in the Bounty of Essex, and ComBeleared monuted the of Massachusetts. In Consideration of One

See 13. 26.187. Hundred dollars, to me haid by Joseph Ingulls, pf said.

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ance thereto Gelonging, to the said Ingalls his Heises and

Thoro all men by these presents, That I Benja. "min B. Newhall of Lynn in the County of Cises, alugner of the "eetale of Mathan Bulnam of Salem. in laid County an insolvent

idebtor, In considerations of two buildness dollars, to mes parch by : Caraline. Mr. Dulnam. unfo of Raid Nathan Butnam. Une verigity i whereof is hereby adenowledged, do hereby remises, veleates, and forever Buit Blaim unto the eard baroline M. Guinam her, heirs and accord forever all my night little interests and chatet "at assignee aforeard, in ancisto a certain lot of land in land Son "lem, bounded as follows, to wit; Easterly-by Winthrop Street Jorly four feet northerly by land of Um Brown Jr. fifty feel, Westerly. by land of Sarah F. Orne forty four feet, and Southerly by land more or late of Dielewing fifty force feeled Unrew inches, combaining . 2298 equane feel of land, with the dwelling house I all other build inglethereon transling. To have and to hold the above. "released premises, with all the privileges and appudenances its the earner belonging, to the said Caroline M. Butnams her heis and acceptable ber and their use and beloof forever, and I "the earl assignee for myself and my heirs, executors and a domin. Literators do covenant with the earl butnams, her hew and ac. "seagne, that the premise are free from all incombrances, major "or eiffered by me, the said allignes in my copacity of acciance , at aforetard, and that I will and my hiss, executors and ad+ "ministrators shall Warrant. and Defend the same to the early "Bovoline M. Pulname her heis and allign't forever, against. + 4the lawful claime and demande of all persone, claiming by; through, or under me in my said capacity of areigness but against more other. In Witness Whereof, I the raid Bunjamin. . D. Newlall as aregner of the utate of rand nathan Durnam, i "in. Insolveney, have heverinto set, my. - and seal this fourth aday of august, in the year of our Fordione thousand eighteling - B. B. Mewhall arignes idnectional light two. ; Signed, tealed and delivered. J. of the estate of Nathan Putname).

nghts.

Jun presence of __ Essy. ss. of august 1862. Fless personally aps:

40. 6. Stretening I prande the above manned Beng B. Newtrall and

actinowledged the above instrument to be true free act and deed;

before me, d. 6. Stretines, Justien of the Peace ______

Essy. ss. Red aug. 6.1862. 5m. before 12 m. Red & Combey ______ Ghan Bounders.

. Dinow allmen by these presents, I have been B.m. Cale. -Mr. ball of Lynn, in the bounty of Gerex and bommonwealth of Massachusette shoemaluren consideration of miner __,hundred_dollars,io_merpardely_Bridget_Mc_lode.of_eard_, . Lynn, englewonson, the receipt whereof it bevolve actioned. _tedged_da.heveliy_grave,grant.bargaini,telli.andv.conivey_ unita_ - the rard Bridge Me Call and her his and assigns foresof . Itrali entain lot of land with the buildings thereon etanding, selviate in said Lysin, and bounded easterly by Bhippenon -bound , there measuring one hundred feet; Modifically land, + of the heirs of Flenny. Wardwell, there measuring one hum ...dried. and twenty feet; Westerly by land of theshess of the jophnhub Burrle,, Urene, measuring, enerhundred-feet, and _ Southerly-by-land of James Burbled, there measuring one Thundred and cightien feet, with a providege to use each bloop. perva Court, as execupide in the deed of Benna Wardwell to me, bearing date June Sete 1855 and necorded in the Geeg! Registry of Dude, Books 514, at leaf 242, reference bring hadito _hand_dud. for a further decemption, of the premisel. I o bearly James to broke the above granted procenies, with all the Exerciteges and appurtmances thereto belonging to the early Dandget Mr. Call and her heins and assignments her and their were and beloof former. and I therand Detir Mi-ball-forme, and my heirs, executors and administrators, do cover autically Itherande Bindoct MSballs and her heins and allignes, thatiday flanfully sured. in fee simples of the above anomated - premises. Ithati they are free from all incumbrances, that I have good

Petition for Administration, Citation and Decree-

Cit. Ret.

Mon.

188

Rec.

Vol. 453

Page 596

Puyer de ?

C. W. Ruhmison

To the Honorable the Judge of the Probate Court in and for the County of Essex: RESPECTFULLY represents in the county of that who last dwelt in Widow in said county of Essex, died on the in the year of our Lord eighteen hundred and eighty intestate, possessed of goods and estate remaining to be administered, leaving widow, whose name is only next of kin, the persons whose names, residence and relationship to the and as h & deceased are as follows; viz.,-That your petitioner is Wherefore your petitioner pray that he may be appointed administrat w estate of said deceased. Dated this

The undersigned, being all the persons interested in the foregoing petition, desire that the

same may be granted without further notice.

Chas. M. Putuam.

of Lynn in the bounty of Essex the receipt whereof is hereby as knowledged, do hereby arrigh, transfer, and set over unto the said Edgar a. Bradley the said mortgage died, the real estate thereby conveyed, and the note and claim thereby secured To have and to hold the same to the said Edgar a. Brad ley and his heur, and assigns, to their own use uni ishoof forever, subject nurrithelies, to the conditions therein contained be reshow wenther no by purposes nothmeber of bur hereto set my hand and seal this first day of March 2. D. 1840. belosa buo benzus adolph & Selvitz , bournouveall of Massachnitts, buffork Jo esnewirg in William G. F. Whall 1 ss. Boston, March 1, 1890. Then personnely appeared the above named adolph & Schritz and acknowledget the foregrows waterment of be his free as and deed, Oxfore me, William B. F. Whall, Justice of the Peace. blastocood ry BARRES. Read Mar. 3, 1890, 55 m. frest: 4 9, M. Rec. + extry

Duestarge

Thousand Whow all men by these presents, that the Rymn suittities for Soungs, the mortgages within named, hereby acknowledges On look M. Deed that it has received from George O. Tarbox the mortgager willin epoptrom nutting for the father and and after being being and in consideration thereof it hereby cancels and discharge from bus set other embedding bore seeded and exceptions jagor and hus heurs and assigns forever. The freemess within described. In witness whereof the said Lynn Entitution for Savings has caused its corporate seal to be hereto affixed and ghere freeenth to be signed, wirmon Redged and delivered, mut prome and behalf by D. Hb. Sureteer its Treaturer, thereto dufy authorized, this fourth day of February a. D. 1890. Witness to signature, Lynn militution for Savings I By D. H. Sweetser, Treat blefton bolburn bornnouvalth of Marsachusetts. Essex 22, Feb. 4, 1890. Then ppersonally appeared the above named D. Ho. Sureteer and as knowledged the foregoing metricinent to be the free act and deed of the Lynn Enstitution for Saungs, before me, Clifton Colburn, Notary Public.

Thou all Men by Wese Bresents, that we Nathan B.P.w nam, of Topeka, "Konsas", and Scharles M. Putnam of Hands florty, Missouri, in consideration of One dollar and other good and valuable. considerations grand by Ruth M. bopeland rufe

Essex Ez, Recid Mar. 8, 1890, 50 cll P.M. Rec. tax, by

Charloceood Fely,

Z

all the flats belonging thereto Being the same fremer commissed source frooperty conveyed to northan Puthrom by Mary O. Pilk. Street and there measures eightly fine feet more or less, houthery dated forming wintly 1872 and recorded in Essex bouth Reg approvide manne belonging, to the said Rith M. Boff digne that the foremuse are free from ase memobranced may or suffered by us and that we were and our hours, speculing Windhow, Eticett, Morth wetterly by land now or formerly of Bartlett and there, messewes fifty feet more or bees; bouth wed and ninetly three aguare fest of land more or less, bring the oung and others by deed dated Decumber with 1849 and re to baroline M. Bitnam by b. B. Pittingell and others by deed coversant with the eart Puth Mr. Bopeland her hour wida and administrators shall wonanch and defind-the rame to is snovetry acturountedged, do theretry remine, retease, and forever qui forty four fest more or less; and bouth sasterly by land now or late of Hill and there muchines fifty four fest and thrus eorded in Eures bouth Registry of Deeds book 567 seaf 161. Also Derly threst in said balein, bounded Mortherly by Derly by the behavior of the bouth River eighty six jest more or here lound how hows and assigns, to how and thour new and below forwer. and werthe eard Maxthan B. and leharles M. Pubnam for owneredure and our heurs, executors, and administrators, do gowest the lawful claims and demands of our yourand, claim ing by, through, or under us but agained none other. On with ness Whereof, were said nothan G. Autivory and Ishares invelves more or less, containing two thousand two hundred land or flats of the Realordy Wilhard freefresty, together with mold the above researed foremires, will all the formidages and M. Butarann, both survivarised have husewich sit over hands on Seal land with the buildings thereon, extrated number hur on Win erly by land now or formerly of Orme and there measures another frees of land or wharf munitured 166, 157 and 159 bue paid Ruth M. bopeland hur heurs and asugns forwar, a Deede Book 845 leaf 121. Encluding Wr. Land nowby down write the raid Kuth M. bopeland a certain forcest of throp Street in said basew and bounded Morth. satterly by seals this - day of - in the year of our dord eighten hum Easterly by land formerly of Reliand Favory; R. G. Partnam dred and erghty, sever,

Bigned, realed, and deluzy M. Putnam ered in fresence of ____ Si, W. E. Sterne, belock of the District bourt in and for bhaunce bounty, Hamas, being a bourt of brecord in and for said bounty and state, and, as been of said bourt duly authorized and empowered by law to take admouk Jedgments of all written instruments of any and all lands whatsoever, do hereby certify that N. B. Putnam is wee know to me to be the identical fremon, who signed the foregoing in essessing you re turningen back bengue in that themselves and acknowledged it is be his voluntary act and deed. In wif ness whereof, I have hereunto set my hand, and affixed the eal of eard bourt hereto, this 8th day of February 1888. Seal JUT. E. Sterne, bleck Dutriet bourt; bhawnes bounty, Kansas State of Kansas, bhowner bounty ss. I, John Guthrie, Breading Judge of the Third Judicial District, State of Kansas, in which in meluded the bounty of Shawner, do hereby certify that W. E. Sterne, whose eignature is attached hereto, is beloch of the Dis. trict bourt, within and for the bounty of shawne and state aforesaid, duly elected and qualified, and that his said signs ture is genuine, and that his attestation is in due form of law. Witness my hand, this 82 day of January a.D. 1888, with lloity of Topeka, Shawnee bounty, Kansas.

John Guthrie, Judge.

State of Missouri. Jackson bounty. ss. Kauras laity, Musouri, March 1st. a.D. 1890. Then frersonally appeared the above name Peharles M. Mitnam to me fresonally benown and admowledged the foregoing instrument to be his free act and deed, before my Wm J. Frederickson, Nolary Public, Jackson bounty, Mo

Ene My bomminion expires June 20, 1898.

Enex 33. Reid Man. 4, 1990, 50 m. front & a.M. Rec. tex. by Charlocood. Ref.

m. E. Ember Monow all men by breeze freezents that I mary E. Tudeer Town of basisbury of balisbury on the bounty of Essex and bournonwealth of Mas. packusetts in consideration of Eighty four + 75 dollars paid by appliant a posessor threezer ent business principals to navot with thenouledged, do hereby give, gravit, barezum, sell und curvey unto the hard Town of ballsbury a certain prese or francet of equal ed no belantes, bernan responsered exapres ell rof bual Folly Mile Road, so called, in soid ballbury continuing One as becurered bus beburrod as bus abor of bus usetres berburrel follows, vy: begunning at the North. westerly corner thereof at a bound on land of Grantor and land this day sold by Grap. R. M. Copeland

MO Man all Men by these fresents that, Ruth. M. Copeland, widow of Francis B. Copeland. Jof Salem, un. the County of Eases and Commonwealth of Massachusetts, in consideration of twenty. nine hundred and forty- five dollars paid by go hanna J. Cummqham ivege of James Cum. unghow of said Salem, the receipt whereof hereby acknowledged, do hereby que, grant, bar gam, sell and convey unto the said Johanna d. C. unungham, a certain parcel of land setuate on Wenthrop street in said Jalen, bounded and described as follows, to wit, northeasterly by said Windthsof street forty-four (44) feet, morthwesterly by land now or late of Bartlett-jeft (50)_ feet; southwesterly by land formerly of Oxide and now or late of Kopes forty- four (44) feet; southeasterly by land now or lote of House fiftyfour feet and three inches (54'3"); containing 2293 aguare geet, more or less. Seing the frem ises. formerly owned by my mother, Caroline W. Putriam from whom I inherited one third part, the remaining two- thirds having been conveyed to me by my brothers Wathan B. Putnam and Coharles M. Vutnam by deed recorded with the Easer do. Dist. Deeds book 1272 page 210. Daxes for the current year we to be find by the grante. To have and to hold the granted premises, with all the privileges and approximances thereto be longing to the said golanna J. Cumingham and her here and assigns, to their own use and beloof forever. Und I hereby for myself and my heirs executors, and administrators, coverant with the grantee and her heirs and assigns stat I am law fully-suzed in fee-semple of the granted fremises that they are from all incembrances, except taxes for the current year, that I have good right to sell and convey the same as aforesaid; and that I well and my heirs, executors and administratou shall Warrantand defend the same to the grantee and her heurs and assigns forever a. garrist the lauful claims and demands af all perf. sons. MM Witters Whereof & the said Wiete Ma

Copeland liereunto set my hand and seal this furth day of December in the year one thousand nine hundred and stires. Weeth M. Copeland Commonwealth of Massa Diqued realed and de-- churettr. Middlesex. 33. livered in presence of Charlotte M. Howe) Wakefield, Wecember 31, 1903. Then personally appeared the above-name Weeth Mr. Coopeland and acknowledged the Jorego my motrument to be her free act and deed. Obefore me, Win M. Hill Justice of the Peace Garens . Rec. Dec. 23, 1903, 30 m. party a. M. Bert Exely Villard Date Res Discharge Brown at well seents jud menn ID won OR gamesa. Villa games a. Gillie of Galen in the Country of Easex. and Commonwealth of Massachusetts the most J. Fr. Commungham gagee named in a certain mortgage queen by Organ es U3. Copeland and Kuth M. Copeland, dated May 10 th a. D. 1901, and recorded with Essex 80. District Deads, libro 1640 folio 485, do herely, ag knowledge that I have received from Johanny J. Qummyham grantee of the equity of rederiffteon of the mortgagor named in said mortgago fuel payment and satisfaction of the same; and in consideration thereof I do herely cancel and of charge raid mortgage, and release and quitelant unto the said Johanna F benningham and be heirs and assigns forever, all interestacquired under said mortgage in the firemises thereby conveyed. &M Witness Whereof I hereunt self my hand and real this twelfth day of December James a Gillis seal Commonwealth of Mars. a.D. 1903. Dequedand realed chusetts. Worcester 89. en the presence of Dec. 12 = 1903. Ohen per Grank Us. Spatter sonally appeared the above-named games a. Gilly. and admourledged the foregoing instrument to be her free act and deed before me, Trank 03. I patter Justice of the George. Erreno. Dec. Dec. 23, 1703, 30 m. port 9 a. M. Decrit Erly Millard J. Stale. Ret ID MOUN Oll Much by these fresents though, games Cumungham and Johanna F. Cumunghang m. so. Looney

No. 230883

Courningham, Joannat.

ADMINISTRATION Slm. int.

[WITH SURETIES.]

Petition — Decree

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FILED MAY 151950

Returnable	19	•
Allowed May 17	َک ₁₉	Ō
For Petitioner: $\int_{-5/2}^{6} f \cdot \frac{1}{12} dt$	1/50	
	Jr.	<u></u>
John J. Connelly 174 Flederal Line Lalem, ma	ell ss.	

1,231

For Respondent:

アコウエ アヘエエ ヘコエ	Y represents Ver	any D. Jun	mughan	
of		in the County of		
hat		Commence	/	
	1			
who last dwelt in	Lalena	in said County of Es	ssex,	
	thing			
n the year of our	Lord one thousand nine h	undred and Juff	intestate,	possessed
	ving as widow husband h			-
whose names, re	idences and relationship to	the deceased are as fe	ollows, viz:	-
NAME .	RESIDENCE	RELATIONSHIP	0	•
Toropher	e Nelson, 33 Bu	hecked, Marbleless	, Daug	letes
Marym	Cunningham 35	Broad St, Sale	m Daie	aliter
Prances		5 Colas SAS	13	agle t
James Jot	Exhange Lang &	25 tehool At Da	invers Arn	_ J
126	Juninglam 35	Broad St. Sa	l S.	
The state of the s	y war y	,		'10
\ /		1	Lecarel	
	er is	F	•	novosi
•	our petitioner pray that		- '	
	of the estate of said dece	•	that the statemer	its herein
	te to the best of his know	_	far. A.D.	40.2723
Dated this	- Fifth	day of	4. D	. 19.5 C ¹ .
M 5 = 12	AILING ADDRESS.	,		19
33 1200	CX ST.	20/	$\mathcal{A}(C)$	H
Salem,	Mass.		1/26	mem
Essex, ss.	Subscribed and sworn to t		fifth !	day of
	11ag	A. D. 19.3 C.	y :	ગુ
	Before me,	Monally	\cap	2
	12 hi	colonally	Justice of the	Peace.
The undersi	gned, being all the persons i	nterested residing in 4	" feelary!	Rubtu
	egal capacity, hereby assent	=		410
0 -				
2M 4-17-45	Foreshine Ne	usham		
	gary " Summe	The true		
	to augustice	10 really		
	3	. , < +		

COMMONWEALTH OF MASSACHUSETTS.

Essex, ss.			
At a Probate Court holden	Salem	in and for	said County
of Essex, on the seventeen	th	day of May	
in the year of our Lord one thou	sand nine hundred an	d fifty.	***************************************
		·	•
THE petition of Henry	y D. Cunningham	<u> </u>	
of Salem	in the Coun	ty of Essex,	************
praying that he, or some of of the estate of Joanna l			
		C. To	
late of Salem		ity of Essex,	
deceased, intestate, having been			
-widow-one of the	<u></u>	***************************************	
next of kin of said deceased he kin have assented the			
and that all persons-interested 1			
objecting thereto.			
IT IS DECREED that said pe	etitioner		
be appointed administrat or	of said estate, first g	giving bond with sufficient sur	eties, for the
due performance of said trust.			
	John V	De Cou Judge of I	Probate Court.

We, Henry D. Cunningham and Mary M. Cunningham, both being unmarried, Thomas H. Whearty and Frances C. Whearty, his wife, in her own right, and Tarrest. Cunningham, all of Salem, and Elmer W. Nolson and Josephi Nolson and Josephine In hor own right, being a window, E. Nelson, his wife,

Marblehead, Essex County, Massachusetts, being summarried, for consideration paid, grant to Earle B. Annis and Beverly A. Annis, and to the survivor of them as tenants by the entirety and not as tenants in common, they being husband and wife,

Danvers in said Essex County, with quitelatm covenants said Salem, with the buildings thereon, bounded and described . (Description and encumbrances, if any) as follows:

Northeasterly by Winthrop Street forty-four (頃) feet; Northwesterly by land now or late of Bartlett fifty (50) feet; Southwesterly by land formerly of Orne, now or late of Ropes, ; forty-four (山山) feet;

Southeasterly by land now or late of Hill fifty-four (54) feet, three (3) inches.

Containing 2293 square feet, more or less.

Being the same premises conveyed to Johanna F. Cunningham by deed from Ruth M. Copeland, dated December 4, 1903, recorded with Essex South District Deeds, Book 1727, Page 464. See estate of said Johanna P. Cunningham

> I, Marguerite M. Cunningham, James J. Cunningham,

of said grantor,

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

Titness...our....hands and seals this...

The Commonwealth of Mussuchusetts

Essex

November 6. 19 64.

Then personally appeared the above named

Henry Il leurningham free act and deed, before me

and acknowledged the foregoing instrument to be

land box

Mass. Excise Stamps 3. and cancelled on back of this instrument

March 30, 1968.

U. S. Docum. Stamps \$ and pancelled on back of this instrument My commission expires

Essex ss. Recorded Nov. 6, 1964. At 4 o'clock P. M. #218
(* Individual — Joint Tenants — Tenants in Common — Tenants by the Entirety.)

BOOK 5259 PAGE 377

Earle B. Annis and Beverly A. Annis, husband and wife as tenants by the entirety, both

of Danvers, Essex

· County, Massachusetts.

being soonarried, for consideration paid, grant to Merlle P. Kirwin

of Peabody, Essex County, Massachusetts

with quitclaim covenants

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

(Description and encumbrances, if any)

NORTHEASTERLY by Winthrop Street forty-four (44) feet;

NORTHWESTERLY by land now or late of Bartlett fifty (50) feet;

SOUTHWESTERLY by land formerly of Orne, now or late of Ropes,

forty-four (44) feet; SOUTHEASTERLY by land now or late of Hill fifty-four (54) feet,

three (3) inches.

Containing 2293 square feet, more or less.

For title see deed of Henry D. Cunningham et als, dated November 6, 1964 and recorded in Essex South District Registry of Deeds, Book 5222 Page 168.

Be all said measurements more or less or however otherwise bounded, measured or described.

	- burband - of said granter,
ease to said grantee all rights of tenancy by the	ecuriesy-and-other interests therein mested-
Diffuent our hand's and seal's	this day of April 19 65
Erance B Cerul	· Carle B anni
"X-760 /	Benerly a. Comment.
	- Javany - Trina
. The Common	wealth of Massachusetts
Essex, ₅₉ .	April 13, 19 65
Then personally appeared the above-na	med Earle B. Annis and Beverly A. Annis
Then personally appeared the above had	The State of the S

Essex ss. Recorded Apr. 14, 1965. 16 m. past 9 A. M. #42

BK 5597 PG 190

I, Merle P. Kirwin

of Salem,

Essex County, Massachusetts,

being unmarried, for consideration paid, grant to Peter A. Markunas and Elizabeth A. Markunas, husband and wife as tenants by the entirety, both residing at 8 Winthrop Street,

of said Salem,

. with quitclaim covenants

theritorida

(contribution contribution and contribut

A certain parcel of land, together with the buildings thereon, situated in said Salem, known as 8 Winthrop Street, bounded and described as follows:

NORTHEASTERLY by Winthrop Street, 44 feet;

NORTHWESTERLY by land now or formerly of Bartlett, 50 feet;

SOUTHWESTERLY by land formerly of Orne, now or formerly of Ropes,

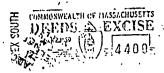
44 feet; and

SOUTHEASTERLY by land now or formerly of Hill, 54 feet, 3 inches.

Containing 2,293 square feet of land, more or less.

Being the same premises conveyed to me by deed of Earle B. Annis et ux recorded with Essex South District Registry of Deeds in Book 5259, Page 377.

Subject to the taxes assessed for the current year which the grantees assume and agree to pay.



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क्रमातामाम्बर्धान्याम्बर्धान्याम्बर्धान्या

mrhantamainmeasantamain

WitnessXM,hand	and seal		21 ^{ss}	day of	March	19, 69
***************************************	······································	******		·		
***************************************	····	*	*****			*******

The Commonwealth of Massachusetts

Essex

55

March

2/

19 69

Then personally appeared the above named Merle P. Kirwin

and acknowledged the foregoing instrument to be

her_ free act and deed, before me

Notary Public - Juminered recommends

My commission expires

NOU. 20

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

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 381 OF 1967

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee. 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.

Essex ss. Recorded Mar. 21, 1969. 13 m. past 12 P.M. #47

We, Peter A. Markunas and Elizabeth A. Markunas , husband and wife; _ ___ as tenants by the entirety, Salem Essex ٥f

County, Massachusetts

being unmarried, for consideration paid, and in full consideration of Seventy Three Thousand Dollars (\$73,000.00) grants to Kenneth R. Kirchner of 8 Winthrop Street, Salem, Mass.

of

with quitelaim covenants

the land in Salem

[Description and encumbrances, if any]

A certain parcel of land, together with the buildings thereon, situated in said Salem, known as 8 Winthrop Street, bounded and described as follows:

NORTHEASTERLY by Winthrop Street, 44 feet;

by land now or formerly of Bartlett, 50 feet; NORTHWESTERLY

by land formerly of Orne, now or formerly of Ropes, SOUTHWESTERLY

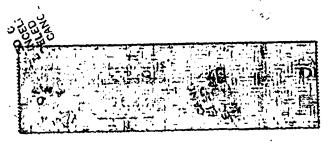
feet; and

SOUTHEASTERLY by land now or formerly of Hill, 54 feet, 3 inches.

Containing 2,293 square feet of land, more or less.

Being the same premises conveyed to us by deed of Merle P. Kirwin dated March 21, 1969 and recorded with Essex South District Registry of Deeds, Book 5597, Page 190.

Subject to real estate taxes for the current year which have been apportioned as of this date.



day of September Witness our hand's and seal's this 16th

The Commonwealth of Mussuchusetts

Essex

September 16

19 82

Then personally appeared the above named Peter A. Markunas and Elizabeth A. Markunas free act and deed, before me and acknowledged the foregoing instrument to be their

Votary Public - Fustice of the Peace

My commission expires

February 11, 1988

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

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

16 1982 42M. PAST 3 P.M. INST. #301

≨

Street

I, Kenneth R. Kirchner

of 8 Winthrop Street, Salem,

County, Massachusetts.

kolugarium are holy for consideration paid, and in full consideration of Two Thousand Five Hundred (\$152,500.00) Dollars

grant to Keith D. Webster One Hundred Fifty

·of

Swampscott, Essex County, Massachusetts

with quitclaim covenants

the land in Salem

[Description and encumbrances, if any]

A certain parcel of land, together with the buildings thereon, situated in said Salem, known as 8 Winthrop Street, bounded and described as follows:

NORTHEASTERLY

NORTHWESTERLY SOUTHWESTERLY by Winthrop Street, 44 feet; by land now or formerly of Bartlett, 50 feet; by land formerly of Orne, now or formerly of Ropes,

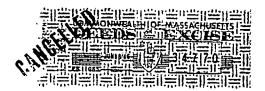
44 feet; and SOUTHEASTERLY

by land now or formerly of Hill, 54 feet, 3 inches.

Containing 2,293 square feet of land, more or less.

Being the same premises conveyed to me by deed of Peter A. Markunas and Elizabeth A. Markunas dated September 16, 1982, and recorded with Essex South District Registry of Deeds, Book 6979, Page 002.

For additional title references, see Book 627, Page 85, and Book 1272, Page 210, recorded at Essex South District Registry of Deeds.



· Witness 4Vhand	and seal	this19ch day ofJune
		Kenneth R. Kirchner
***************************************	***************	

The Commonwealth of Massuchusetts

Essex

June 19

Then personally appeared the above named

Kenneth R. Kirchner

and acknowledged the foregoing instrument to be

Al before me

My commission expires 1/20/89

(*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 goal a certaal of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delicumbrances assumed by the grantee or remaining thereon. All such endocembranes are without deduction for any lies induce to the other with the recorded as part of the interest of the other without endoction for any lies induce to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording to

FORECLOSURE DEED

FEDERAL HOME LOAN MORTGAGE CORPORATION, PRESENT HOLDER of a mortgage

from Keith D. Webster

First Bastern Mortgage Corporation

dated November 29, 1989, and recorded with Essex County (Southern District) Registry of Deeds in Book 10247, Page 386

by the power conferred by said mortgage and every other power for

One Hundred Seven Thousand Five Hundred Eleven ----- Dollars 00/100 (\$107,511.00) paid, GRANTS TO Federal Home Loan Mortgage Corporation 8609 Westwood Center Drive, Vienna, VA 22180 the premises conveyed by said mortgage

30th day of November, 1993

WITNESS the execution and the corporate seal of said corporation this

STATE OF Virginia November 30, 1993 (COUNTY OF Fairles

Then personally appeared the above named Anna Chandlet Assistant Treasurer Debund Miller Assistant Secretary

and acknowledged the foregoing instrument to be the free act and

deed of FEDERAL HOME LOAN MORTGAGE CORPORATION, before me

Notary Public Elsa Laper

My commission expires:

My Goardsilos Explies February 28, 1997

Ž Salem, Property Address: 8 Winthrop Street,



FEDERAL HOME LOAN MORTGAGE CORPORATION. A FEDERAL RESPONSE OF AMERICA 94 04:06 Inst 1004 and corporation duly established under the laws of THE UNITED STATES OF AMERICA 1255 PG 238 and having its usual place of business at 1410 SPRINGHILL ROAD, MCLEAN, EXPLORED TO VIRGINIA FAIRFAX County, KANKAL DEVICE OF AMERICA 1255 PG 238

for consideration paid, and in full consideration of one HUNDRED FIVE THOUSAND AND 00/100 (\$105,000.00)
DOLLARS -----grant to JOHN H. MERROW, JR.

of

with quitclaim covenants

abedouble

(Description and encumbrances, if any)

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Han Har 2 Sopert address of Winterd Street, Salen, ea 01970

04/29/1994 Doc: 1004

BK 12552 PG 239

In witness who	Prent, the said FEDERAL HO	ME LOAN MORTGAGE CORPORATION
has caused its corporate se	al to be hereto affixed and th	ese presents to be signed, acknowledged and
delivered in its name and be	half by Robert J. Kins	sella
its Single Family Sales Specialis day of April		Twenty-Fifth nine hundred and NINETY-FOUR
Signed and scaled in presence	e of	L HOME LOAN MORTGAGE CORPORATION
	The Commonwealth of A	VIRGINIA Grunna h h katem
FAIRFAX,	\$5.	April 25, 1994
Then personally appe	eared the above named	Robert J. Kinsella Strofe Family Sales Specialist
and acknowledged the foreg HORTGAGE CORPORATION before a		act total recent of the DEDERAL HAME LOAN Notery Public—ENTONIE TARK

My commission expires

NEIL J. WADHWA, NOTARY PUBLIC My Commission Expires: MAy 31, 1997

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 grantse and a codtal of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific resonetary sum. The full consideration shall mean the total price for the convergence without deduction for any liens or encumbraness insumed by the grantse or remaining thereon. All such endorscorouts and recitals shall be recorded as part of the deed, Fallure 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 largelrements of this section.

Exhibit "A"

A certain parcel of land, together with the buildings thereon, situated in said Salem, known as 8 Winthrop Street, bounded and described as follows:

NORTHEASTERLY by Winthrop Street, 44 feet;
NORTHWESTERLY by land now or formerly of Bartlett, 50 feet;
SOUTHWESTERLY by land formerly of Orne, now or formerly of
Ropes, 44 feet; and
SOUTHEASTERLY by land now or formerly of Hill, 54 feet, 3

Containing 2,293 square feet of land, more or less.

For title reference see Foreclosure Deed recorded with Essex South District Registry of Deeds.

THE GRANTOR IS EXEMPT FROM PAYING THE MASSACHUSETTS STATE EXCISE STAMP TAX BY VIRTUE OF 12 UNITED STATES CODE SECTION 1452.

QUITCLAIM DEED

12/16/2002 13:04:00 DEED Pg 1/2

I, John H. Merrow, Jr.

Of Salem. Essex County, Massachusetts

In consideration of Three Hundred Sixty Five Thousand Two Hundred And 00/100 (\$365,200.00) Dollars

Grant to Richard E. Burgess

128 Old Essex Road, manchos-ter 8 Winthrop Street, Salem, Essex County, Massachusetts 01944 Of

With quitclaim covenants

A certain parcel of land, together with the buildings thereon, situated in said Salem, known as 8 Winthrop Street, bounded and described as follows:

NORTHEASTERLY by Winthrop Street, 44 feet;

NORTHWESTERLY by land now or formerly of Bartlett, 50 feet;

SOUTHWESTERLY by land formerly of Orne, now or formerly of Ropes, 44 feet; and

SOUTHEASTERLY by land now or formerly of Hill, 54 feet, 3 inches.

Containing 2,293 square feet of land, more or less.

For Title see Deed dated April 25, 1994 and recorded with Essex South Registry of Deeds at Book 12552, Page 238

Return to: Richard E. Burgess 128 Old Essex Road Manchester, MA 01944

ESSEX SOUTH

12/16/02 1:04PM 000000 #9392

FEE

\$1666.68

10

CASH \$1666.68

Executed as a sealed instrument this 16th day of December, 2002.

John H. Merrow, Jr.

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

December 16, 2002

Then personally appeared the above named John H. Merrow, Jr. and acknowledged the foregoing instrument to be of his free act and deed, before me,

Peter R. Merry Notary Public

My Commission Expires: 9/3/2004

FILED

DEC 5 2002

CERTIFICATE OF ORGANIZATION

SECRETARY OF THE COMMONWEALTH CORPORATIONS DIVISION

Pursuant to the provisions of the Massachusetts Limited Liability Company Act (the Act), the undersigned, desiring to organize a Massachusetts limited liability company hereby certify as follows:

- 1. Federal Employer Identification Number. The limited liability company organized hereby has applied for (but not yet received) a federal employer identification number.
- 2. Name of the Limited Liability Company. The name of the limited liability company formed hereby (the "LLC") is By The Sea Realty, LLC.
- 3. Office of the Limited Liability Company. The address of the office of the LLC for purposes of Section 5 of the Act is 18 School Street, Unit B Manchester-By-The-Sea, Massachusetts, 01944.
- 4. Business of the LLC. The general character of the business of the LLC is to engage in the business of real estate development and ownership, and any activities directly or indirectly related or incidental thereto and any other activity in which an LLC organized under the laws of the Commonwealth of Massachusetts may lawfully engage.
- 5. Date of Dissolution. The LLC shall have no fixed date upon which it shall dissolve.
- 6. Agent for Service of Process. The name and address of the resident agent for service of process for the LLC is Sarah Lance, 18 School Street, Unit B, Manchester-By-The-Sea, Massachusetts, 01944.
- 7. Manager. As of the date hereof, the LLC has a Board of Managers consisting of three persons. The name and address of each of such person are as follows:

Richard E. Burgess 128 Old Essex Road, Manchester-By-The-Sea MA 01944 Sarah Lance 18 School Street, Unit B, Manchester-By-The-Sea, MA 01944 Kathleen Johnson 46R Nashua Ave Gloucester, MA 01930

- 8. Execution of Documents (Secretary of the Commonwealth). Any person serving as manager of the LLC is authorized to execute on behalf of the LLC any documents to be filed with the Secretary of State of the Commonwealth of Massachusetts.
- 9. Execution of Recordable Instruments. Any person serving as Manager of the LLC is authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property.

IN WITNESS WHEREOF, the undersigned hereby affirms under the penalties of perjury that the facts stated herein are true, as of the 3rd day of December, 2002.

Belian	V& Burgess	
RICHARD E	E. BURGESS	
`		

•

KATHLEEN JOHNSON

The Commonwealth of Massachusetts Limited Liability Company (General Laws, Chapter 156C)

818396

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Dil - 1 41.	ر	1 '	a /	2002
Filed this	4	day	1)ecember	2002.
			<u>ue de l'injul</u>	

Inden Juman Bal

WILLIAM FRANCIS GALVIN SECRETARY OF THE COMMONWEALTH

Dx	1010	Smith		
				·
Phone:	978	922	9932	





QUITCLAIM DEED

I, Richard E. Burgess, of Manchester, Essex County, Massachusetts,

in consideration of One Dollar (\$1.00) and other nominal consideration paid,

Grant to By The Sea Realty, LLC, a Massachusetts limited liability company,

with a principal address of 18 School Street, Unit B, Manchester-By-The-Sea, Massachusetts, 01944

with Quitclaim Covenants

A certain parcel of land, together with the buildings thereon, situated in said Salem, known as 8 Winthrop Street, bounded and described as follows:

NORTHEASTERLY

by Winthrop Street, 44 feet;

NORTHWESTERLY

by land now or formerly of Bartlett, 50 feet;

SOUTHWESTERLY

by land formerly of Orne, now or formerly of Ropes, 44

feet; and

SOUTHEASTERLY

by land now or formerly of Hill, 54 feet, 3 inches.

Containing 2, 293 square feet of land more or less.

For grantor's title see deed of John H. Merrow, Jr. dated December 16, 2002 recorded with the Essex South District Registry of Deeds, Book 19817, Page 135.

Executed as a sealed instrument this Loth day of April, 2003

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

April 16, 2003

Then personally appeared the above named Richard E. Burgess and acknowledged the foregoing to be his free act and deed, before me

My Commission Expires: 09/03/2004

Return to: By the Sea Realty, LLC

18 School Street, Unit B

Manchester-By-the-Sea, MG. 01944

123

MASTER DEED
OF



8 WINTHROP STREET CONDOMINIUM

By the Sea Realty, LLC, a Massachusetts limited liability company with an address of 18 School Street, Unit B, Manchester-by-the-Sea, Massachusetts 01944, (hereinafter called the "Declarant"), the owner of the premises in Salem, Essex County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed, do hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create with respect to said premises, a condominium (the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declare and provide the following:

- NAME. The name of the Condominium shall be:
 8 Winthrop Street Condominium
- 2. DESCRIPTION OF LAND. The premises which constitute the Condominium consist of a parcel of land (the "Land") known as and numbered 8 Winthrop Street, Salem, Massachusetts, with the building (the "Building") and improvements thereon, being the premises conveyed to the Declarant by deed of Richard E. Burgess dated April 16, 2003 and recorded with the Essex South District Registry of Deeds, Book 20752, Page 291, as more particularly described in Exhibit A attached hereto, and as shown on the plan entitled "Plan of Land in Salem Prepared for 9 Winthrop Street Condominium" Scale 1" = 5' February 21, 2003 by North Shore Survey Corporation (the "Site Plan") to be recorded herewith.
- 3. DESCRIPTION OF THE BUILDING. The Building is of wood frame construction with a fieldstone foundation and consists of a basement, first, second, and third floor. The mechanical equipment for each of the units within the Building are located in the basement, including the gas and electric meters for each of the units and the common area electric meter.

Return to: Peter R. Merry 1559, 1 265 Essex St. Suite 309 Salow, Ma. 01970

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4. DESIGNATION OF CONDOMINIUM UNITS. The Building contains two units, (the "Units") known as Unit 1 and Unit 2; as are more particularly described as to designation, location, number of rooms, approximate area, and the common areas to which the units have immediate access, in Exhibit B attached hereto, and the set of plans comprising one (1) sheet, entitled "Floor Plans for 8 Winthrop Street Condominium, Salem, Ma. Scale 1"=4' February 21, 2003 by North Shore Survey Corporation, 47 Linden Street, Salem, Massachusetts (the "Floor Plans"), and recorded herewith.

Unit 1, occupies the first as shown on the Floor Plans. Unit 2 occupies the second and third floors of the Building as shown on the Floor Plans. The units have the following rooms as shown on the floor plans. Unit 1 includes a living room, dining room, kitchen, foyer, two bedrooms and one full bathroom. Unit 2 includes a living room, kitchen, dining room, two bedrooms and one full bathroom on the second floor, and two bedrooms and one full bathroom on the third floor.

Each of Units 1 and 2 is serviced by its own electrical service and meter. There is a common electrical service for the smoke detector system, and common area electric fixtures, the cost of which shall be allocated and paid for in accordance with the unit percentage interests as set forth in Exhibit B hereto. Each of Units 1 and 2 are serviced by their own combination gas fired furnace and water heater. The water heater and furnace serving each unit is located in the basement. The gas fired furnace and water heater serving each unit shall be deemed to be owned by the owner of the unit served, and the maintenance, repair, and replacement thereof, as necessary, shall be the responsibility of the owner of the unit served. The Units share a single water service and shall pay for the cost thereof in accordance with the unit percentage interests as set forth in Exhibit B hereof. Unit 1 shall have the exclusive use of the area shown as "Parking Exclusive Use Unit 1" on the Site Plan. Unit 2 shall have the exclusive use of the stairs extending up from the first floor.

- 5. BOUNDARIES OF THE UNITS. The boundaries of the units with respect to the floors, ceilings, and the walls, doors, and windows thereof are as follows:
 - (a) Floors: The upper surface of the rough sub-flooring material (rough board, particle board, concrete, or other, as the case may be);

- (b) Ceilings: The plane of the lower surface of the second floor ceiling joists with respect to Unit 1, and the lower surface of the roof joists with respect to Unit 2;
- (c) Walls: The plane of the surface of the wall studs facing such Unit;
- (d) Exterior Doors and Windows: as to doors, including any storm doors, the exterior surface thereof and of the door frames; and as to windows, the exterior surface of the glass and of the window frames.
- 6. COMMON AREAS AND FACILITIES. The Common Areas and Facilities of the Condominium shall consist of the following to the extent that the same are not included within a Unit or Units:
 - the Land, together with the benefit of and subject to all rights, easements,
 restrictions and agreements of record so far as the same may be in force;
 - (b) the walkways and other improvements on the Land, including if applicable, without limitation, the driveway and paved parking area, walls, railings, steps, lighting fixtures, and similar facilities;
 - those portions of the Building not included within the boundaries of the Units, including the foundations, structural columns, girders, beams, supports, exterior walls, party walls, and the roof;
 - (d) the halls and stairways serving more than one Unit if applicable, and other areas not contained within a Unit or subject to the exclusive use of a particular Unit;
 - (e) all conduits, ducts, pipes, plumbing, wiring, chimneys, flues, and other facilities for the furnishing of power, light, air, heat, hot and cold water, and all sewer and

drainage pipes, and sewer disposal systems located within the common areas, and all such facilities located within any unit that serve parts of the Condominium other than the unit within which such facilities are contained; as to sewage disposal systems and utility conduits, lines, pipes, and wires, the right and easement to enter the Units for the purpose of repairing and maintaining the same shall be included as part of the common areas and facilities;

- (e) such additional common areas and facilities as may be defined in Chapter 183A, except as otherwise provided or stipulated herein.
- (f) the basement.
- g) Each unit has its own electrical meter. Anything to the contrary herein notwithstanding, said meters shall not be included in the Common Areas and Facilities, but shall be deemed part of and owned by the Unit owners of the Units they serve.

Each Unit Owner shall be entitled to an undivided interest in the Common Areas and Facilities in the percentage set forth in Exhibit B for such unit. Such percentage is based on the approximate relation that the fair value of each unit on the date hereof bears to the then aggregate fair value of all the units. Each Unit Owner shall be subject to (i) the terms and provisions of this Master Deed, The 8 Winthrop Street Condominium Trust and By-Laws thereof (hereafter "Condominium Trust"), as defined and described in paragraph 11 hereof, (ii) rules and regulations promulgated pursuant thereto with respect to the use thereof, and (iii) the timely making of the payments required to be made in connection therewith.

7. ENCROACHMENTS. If any portion of the Common Areas and Facilities now or hereafter encroaches upon any Unit, or if any Unit now or hereafter encroaches upon any other Unit or upon any portion of the Common Areas and Facilities as a result of settling of the Building, or a unit therein, or the alteration or repair of the Common Areas and Facilities of the Building or a unit

therein, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Building and/or unit exists.

8. FLOOR PLANS. The Floor Plans of the Building referred to above and recorded herewith bear the certification of a registered professional land surveyor, certifying that the plans fully and accurately depict the layout, location, unit numbers, and dimensions of the units as built.

The Declarant may, until all of said Units have been sold by said Declarant, (i) lease Units which have not been sold and (ii) use any Units owned by the Declarant as models for display for purposes of sale or leasing of Units.

- 9. RESTRICTIONS ON USE OF UNITS. Unless otherwise permitted by instrument in writing duly executed by the Trustees of the Condominium Trust pursuant to provisions of the By-Laws thereof:
 - (a) No such Residential Unit shall be used for any purpose other than as a dwelling for one family or by not more than two (2) unrelated persons and no business activities, other than those conducted "on line" by computer and having no external manifestation, shall be conducted in any such Residential Unit. The word "family" means any group of persons related by blood, marriage, adoption or other legally established form of family relationship.
 - (b) Any Unit Owner may rent any such Residential Unit, subject however, to the condition that any lease, tenancy-at-will agreement or occupancy agreement shall:
 - (i) be in writing and apply to the entire Residential Unit and not merely a portion thereof;
 - (ii) be for a term of at least one (1) month;
 - (iii) expressly provide that the lease, tenancy at will agreement or occupancy agreement shall be subject in every respect to the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust, and the

ByLaws and Rules and Regulations thereof, as the same may have been amended most recently prior to the execution of the lease, tenancy-at-will agreement, or occupancy agreement.

- (c) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Condominium Trust and regulations which may be adopted pursuant thereto.
- (d) The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no porch/deck or porch/deck enclosure, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof; no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior Unit door, or door frames shall be made, and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window; provided, however, that the provisions of this subparagraph (c) shall not restrict the right of any Unit Owner (i) to decorate the interior of his or her Unit as he or she may desire so long as such Unit Owner shall in no way whatsoever alter, remove or otherwise modify any structural component of his or her Unit.

The restrictions set forth in paragraphs (a) through (d)above shall be for the benefit of all of the Unit Owners and the Condominium Trust and (i) shall be administered on behalf of said Owners by the Trustees of the Condominium Trust, (ii) shall be enforceable solely by the Trustees, insofar as permitted by law, (iii) may be waived in specific cases by such Trustees and (iv) shall, insofar as permitted by law, be perpetual, and, to that end, may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership of a Unit.

- 10. AMENDMENTS. This Master Deed may be amended by an instrument in writing (i) signed by the Unit Owners entitled to sixty six and two thirds percent (66.66%) or more of the undivided interests in the Condominium Trust pursuant to the By-Laws thereof, and (ii) signed and acknowledged by a majority of the Trustees of the Condominium Trust and (iii) duly recorded with the Essex South Registry of Deeds, PROVIDED, HOWEVER, that:
 - (a) The date of which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless the same shall have been so recorded within six (6) months after such date:
 - (b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Unit Owner of the Unit so altered;
 - (c) No instrument of amendment which alters the percentage of the undivided interest in and to the Common Areas and Facilities to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended Master Deed;
 - (d) No instrument of amendment which purports to alter or redefine the property defined herein as Common Areas and Facilities shall be of any force or effect.
 - (e) No instrument of amendment affecting any Unit upon which there is a first mortgage of record held by a bank or other institutional lender, or a purchase money second mortgage held by the Declarant or his heirs or assigns, shall be of any force or effect unless the same shall have been assented to by the holder of such mortgage; and

- (f) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A of the General Laws of Massachusetts shall be of any force or effect.
- 11. MANAGING ENTITY. The entity through which the Unit Owners will manage and regulate the Condominium established hereby (the "Condominium Association") is The 8 Winthrop Street Condominium Trust, under a Declaration of Trust (including the By-Laws) of even date and recorded herewith (the "Condominium Trust"). Such Declaration of Trust establishes a trust for the benefit of all Unit Owners in which each Unit Owner shall have a beneficiary interest and membership in proportion to its percentage of undivided interest in the Common Areas and Facilities to which such Owner is entitled hereunder. The names and addresses of the original Trustees thereof are as follows:

Richard E. Burgess, 128 Old Essex Road, Manchester-by-the-Sea, Ma. 01944 Kathleen Johnson, 46R Nashua Ave. Gloucester, Ma. 01930

Such Trustees have enacted By-Laws pursuant to and in accordance with provisions of Chapter 183A of the General Laws of Massachusetts.

12. GENERAL LAWS CHAPTER 183A. The Units and the common areas and facilities, and the Unit Owners and Condominium Trustees shall have the benefit of and be subject to the provisions of said Chapter 183A of the General Laws of Massachusetts, as from time to time amended, and in all respects not specified in this Master Deed or in said Declaration of Trust of the 8 Winthrop Street Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of said Chapter 183A as from time to time amended, in their relation to each other and to the Condominium established hereby, including, without limitation, Condominium provisions thereof with respect to improvements and rebuilding of common areas and facilities, and with respect to removal of the premises or any portion thereof from the provisions of said Chapter 183A.

- 13. MORTGAGEE PROVISIONS. The following provisions shall apply to mortgages of one or more Condominium Units:
 - (a) A first mortgage at its request shall be entitled to written notification from the Condominium Trustees of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the Condominium documents which is not cured within thirty (30) days.
 - (b) Any first mortgagee who comes into possession of the Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, shall be exempt from any right of first refusal.
 - (c) Any first mortgagee who comes into possession of the Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro-rata allocation of such assessment or charges to all Units including the mortgaged Unit).
 - (d) Unless one hundred percent (100%) of the first mortgagees of Condominium Units shall have given their prior written approval, the Condominium Owners shall not be entitled to:
 - (1) by act or omission, seek to abandon or terminate the Condominium regime; or
 - (2) change the pro-rata interest or obligations of any Condominium Unit for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or, for (ii) determining the pro-rata share of the ownership of each Unit in appurtenant real estate and any improvements thereon which are owned by the Unit Owners in the

Condominium project in undivided pro-rata interests (common areas and facilities); or,

- (3) partition or subdivide any Condominium Unit;
- (4) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common areas facilities. The granting of easements for public utilities or for other purposes consistent with the intended use of the common areas and facilities by the Condominium project shall not be deemed a transfer within the meaning of this clause; or,
- (5) use hazard insurance proceeds for losses to any Condominium property (whether to Units or to common areas and facilities) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss as to the Units and/or common areas and facilities of the Condominium project.
- (e) First mortgagees shall have the right to examine the books and records of the Condominium Trust.
- (f) No Condominium Owner, or any other party, shall have priority over any right of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to the Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of all or a portion of any Condominium Unit and/or the common areas and facilities.
- 14. INVALIDITY. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

2003060600533 Bk:20969 Pg:226

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

16. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

17. DEFINITIONS. All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

18. CONFLICTS. This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of Massachusetts in effect upon the date of execution of this Master Deed and any future amendments thereto which are specifically made retroactive in application. In case any provisions stated within this Master Deed are in conflict with the provisions of said statute, the provisions of said statute shall control.

IN WITNESS WHEREOF, we have caused this Master Deed to be duly executed, sealed and delivered on this 6th day of June, 2003

By the Sea Realty, LLC

Richard E. Burgess, Manager

By: _________

Sarah Lance, Manager

Kathleen Johnson, Manager

2003060600533 Bk:20969 Pg:227 06/06/2003 11:03:00 MDEED Pg 12/14

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

June 6, 2003

Then personally appeared the above-named Richard E. Burgess, Sarah Lance, and Kathleen Johnson, managers, and acknowledged the foregoing instrument to be the free act and deed of By the Sea Realty, LLC a Massachusetts limited liability company, before me,

eter R. Merry, Notary Public

My Commission Expires: 09/03/2004

EXHIBIT A

8 WINTHROP STREET CONDOMINIUM 8 WINTHROP STREET, SALEM, MASSACHUSETTS

(DESCRIPTION OF PROPERTY)

A certain parcel of land, together with the buildings thereon, situated in said Salem, known as 8 Winthrop Street, bounded and described as follows:

NORTHEASTERLY

by Winthrop Street, 44 feet;

NORTHWESTERLY

by land now or formerly of Bartlett, 50 feet;

SOUTHWESTERLY

by land formerly of Orne, now or formerly of Ropes, 44

feet; and

SOUTHEASTERLY

by land now or formerly of Hill, 54 feet, 3 inches.

Containing 2, 293 square feet of land more or less.

For Declarants' title see deed of Richard E. Burgess dated April 16, 2003 and recorded with the Essex South District Registry of Deeds, Book 20752, Page 291.

EXHIBIT B

8 WINTHROP STREET CONDOMINIUM MASTER DEED

UNIT 1

Unit Designation Interest	No. of Rooms*	Approx. Sq. Ft. Area	Percentage
1	6	952	43%

The number of rooms stated includes, a living room, a kitchen, dining room, 2 bedrooms and one full bathroom as shown on the Floor Plans. Unit 1 has direct access via both the foyer and common main entrance to the exterior of the Building as shown on the First Floor Plan of the Condominium Floor Plans.

UNIT 2

Unit Designation Interest	No. of Rooms**	Approx. Sq. Ft. Area	Percentage
2	9	1691	57%

The number of rooms stated includes a living room, kitchen, dining room two bedrooms and a full bathroom on the second floor, and two bedrooms and a full bathroom on the third floor. Unit 2 has two direct access doors to the exterior of the Building as shown on the First Floor Plan of the Condominium Floor Plans.

^{*}Excluding closets and Unit 1 foyer

^{**}Excluding closets





UNIT DEED UNIT 1 OF 8 WINTHROP STREET CONDOMINIUM SALEM, MASSACHUSETTS

By the Sea Realty, LLC. a Massachusetts limited liability company with an address of 18 School Street, Unit B, Manchester-by-the-Sea, Massachusetts 01944, being the owner of Unit 1 in the 8 Winthrop Street Condominium (the "Condominium") situated at 8 Wintrhop Street, Salem, Essex County, Massachusetts 01970, which Condominium was created by a Master Deed (the "Master Deed") of even date and recorded herewith, in accordance with and subject to the provisions of Massachusetts General Laws Chapter 183A, as amended ("Chapter 183A"), for consideration of Two Hundred Forty Nine Thousand Nine Hundred and 00/100 Dollars (\$249,900.00) paid, hereby GRANT to Janet H. Lieberman of 8 Winthrop Street, No. 1. Salem. Massachusetts 01970, with QUITCLAIM COVENANTS, Unit 1 (the "Unit") in the Condominium. The Unit is more particularly described in the Master Deed, and is shown on a set of plans comprising one sheet entitled "Floor Plans for 8 Winthrop Street Condominium, Salem, Ma. Scale 1"=4', February 21, 2003 by North Shore Survey Corporation, 47 Linden Street, Salem, Massachusetts (the "Plans"), and is conveyed together with a forty three and 00/100percent (43.00%) undivided interest in the common elements of the Condominium (the "Common Elements") as set forth in the Master Deed. The Unit shall have the exclusive use of the area shown as "Parking Exclusive Use Unit 1" on the site plan recorded with the Master Deed entitled "Plan of Land in Salem Prepared for 8 Winthrop Street Condominium, Scale 1"=10' dated February 21, 2003 by North Shore Survey Corporation, 47 Linden Street, Salem, Massachusetts (the "Exclusive Use Common Elements").

The unit, such undivided interest in the Common Elements, and use of the Exclusive Common Elements are conveyed with the benefit of and subject to all the rights, restrictions, agreements and other matters and provisions referred to or set forth in Chapter 183A, as amended, the Master Deed, the 8 Winthrop Street Condominium Trust created by Declaration of Trust of even date and recorded with the Essex South Registry of Deeds herewith, the By Laws contained therein, and the Rules and Regulations attached thereto as Exhibit A (hereinafter collectively called the "Condominium Documents"). The Unit is conveyed subject to real estate taxes attributable to the Unit for the fiscal year 2004, which are a lien not yet due and payable.

The Unit is intended to be used only for residential purposes and not in a manner inconsistent with the Condominium Documents or Chapter 183A, all as set forth in the Master Deed.

The post office address of the premises which constitutes the Condominium is 8 Winthrop Street, No. 1, Salem, Massachusets 01970.

Return to: Janet H. Lieberman B winthrop Street Salem, ma.01970



Attached hereto and made a part hereof is a copy of a portion of the above referenced Plans filed with the Master Deed pertaining to the Unit, to which are affixed verified statements of a Registered Architect pursuant to Chapter 183A, Section 9.

For grantor's title see deed of Richard E. Burgess dated April 16, 2003 and recorded with the Essex South District Registry of Deeds, Book 20752, Page 291.

Executed under seal this 6th day of June, 2003

By the Sea Realty, LLC

By: Juchand Elisures

Richard E. Burgess, Manager

Sarah Lance Manager

Kathleen Johnson Manager

COMMONWEALTH OF MASSACHUSETTS

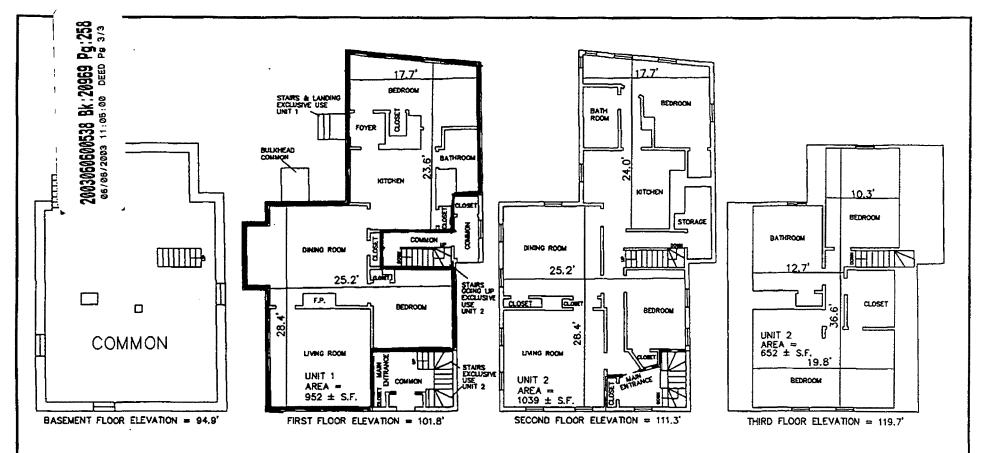
Essex, ss.

June 6, 2003

Then personally appeared the above named Richard E. Burgess, Sarah Lance, and Kathleen Johnson, Managers, and acknowledged the foregoing instrument to be the free act and deed of By the Sea Realty, LLC, before me

Peter K. Merry, Notary Public

My Commission Expires: September 3, 2004



FIRST FLOOR SECOND FLOOR THIRD FLOOR TOTAL AREA UNIT 1 952 \pm S.F. 952 \pm S.F.

UNIT 2 $1039 \pm S.F.$ $652 \pm S.F.$ $1691 \pm S.F.$

I CERTIFY THAT THIS PLAN SHOWS UNIT 1 BEING CONVEYED AND THE IMMEDIATE ADJOINING UNITS AND THAT IT FULLY AND ACCURATELY DEPICTS THE LAYOUT, LOCATION, DIMENSIONS, APPROXIMATE AREA, MAIN ENTRANCE AND THE IMMEDIATE COMMON AREA TO WHICH IT HAS ACCESS. AS BUILT.

2/21/03 DATE

REG. PROFESSIONAL LAND SURVEYOR



FLOOR PLANS
FOR
S WINTHROP STREET CONDOMII

8 WINTHROP STREET CONDOMINIUM SALEM

FEBRUARY 21, 2003

NORTH SHORE SURVEY CORPORATION 47 LINDEN STREET - SALEM, MA

#2037

2003053000471 Bk:21133 Pg:553

ر المرار

UNIT DEED UNIT 2 OF 8 WINTHROP STREET CONDOMINIUM SALEM, MASSACHUSETTS

By the Sea Realty, LLC. a Massachusetts limited liability company with an address of 18 School Street, Unit B, Manchester-by-the-Sea, Massachusetts 01944, being the owner of Unit 2 in the 8 Winthrop Street Condominium (the "Condominium") situated at 8 Wintrhop Street, Salem, Essex County, Massachusetts 01970, which Condominium was created by a Master Deed (the "Master Deed") dated June 6, 2003 and recorded with the Essex South District Registry of Deeds, Book 20969, Page 216, in accordance with and subject to the provisions of Massachusetts General Laws Chapter 183A, as amended ("Chapter 183A"), for consideration of Three Hundred Twenty Five Thousand and 00/100 Dollars (\$325,000.00) paid, hereby GRANT to Susan L. Woods of 8 Winthrop Street, No. 2, Salem, Massachusetts 01970, with QUITCLAIM COVENANTS, Unit 2 (the "Unit") in the Condominium. The Unit is more particularly described in the Master Deed, and is shown on a set of plans comprising one sheet entitled "Floor Plans for 8 Winthrop Street Condominium, Salem, Ma. Scale 1"=4", February 21, 2003 by North Shore Survey Corporation, 47 Linden Street, Salem, Massachusetts" (the "Plans"), said Plans being recorded with the Master Deed, and is conveyed together with a fifty seven and 00/100percent (57.00%) undivided interest in the common elements of the Condominium (the "Common Elements") as set forth in the Master Deed. The Unit shall have the exclusive use of the stairs leading to the second floor from the first floor as shown on the First Floor Elevation, and the area shown as "Parking Exclusive Use Unit 2" on the site plan recorded with the Master Deed entitled "Plan of Land in Salem Prepared for 8 Winthrop Street Condominium, Scale 1"=10" dated February 21, 2003 by North Shore Survey Corporation, 47 Linden Street, Salem, Massachusetts (the "Exclusive Use Common Elements").

The unit, such undivided interest in the Common Elements, and use of the Exclusive Common Elements are conveyed with the benefit of and subject to all the rights, restrictions, agreements and other matters and provisions referred to or set forth in Chapter 183A, as amended, the Master Deed, the 8 Winthrop Street Condominium Trust created by Declaration of Trust dated June 6, 2003 and recorded with the Essex South Registry of Deeds Book 20969, Page 231, the By Laws contained therein, and the Rules and Regulations attached thereto as Exhibit A (hereinafter collectively called the "Condominium Documents"). The Unit is conveyed subject to real estate taxes attributable to the Unit for the fiscal year 2004, which are a lien not yet due and payable.

The Unit is intended to be used only for residential purposes and not in a manner inconsistent with the Condominium Documents or Chapter 183A, all as set forth in the Master Deed.

The post office address of the premises which constitutes the Condominium is 8 Winthrop Street, No. 2, Salem, Massachusets 01970.

1482-a

Attached hereto and made a part hereof is a copy of a portion of the above referenced Plans filed with the Master Deed pertaining to the Unit, to which are affixed verified statements of a Registered Architect pursuant to Chapter 183A, Section 9.

For grantor's title see deed of Richard E. Burgess dated April 16, 2003 and recorded with the Essex South District Registry of Deeds, Book 20752, Page 291.

Executed under seal this 27th day of June, 2003

By the Sea Realty, LLC

2003063000471 Bk:21133 Pg:554

06/30/2003 10:08:00 DEED Pg 2/3

By: ((Ebruer) A

Richard E. Burgess, Manager

Sarah Lance, Manager

By: Klyling Maray

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

June 27, 2003

Then personally appeared the above named Richard E. Burgess, and Kathleen Johnson, Managers, and acknowledged the foregoing instrument to be the free act and deed of By the Sea Realty, LLC, before me

My Commission Expires:

Notary Public

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

June 26, 2003

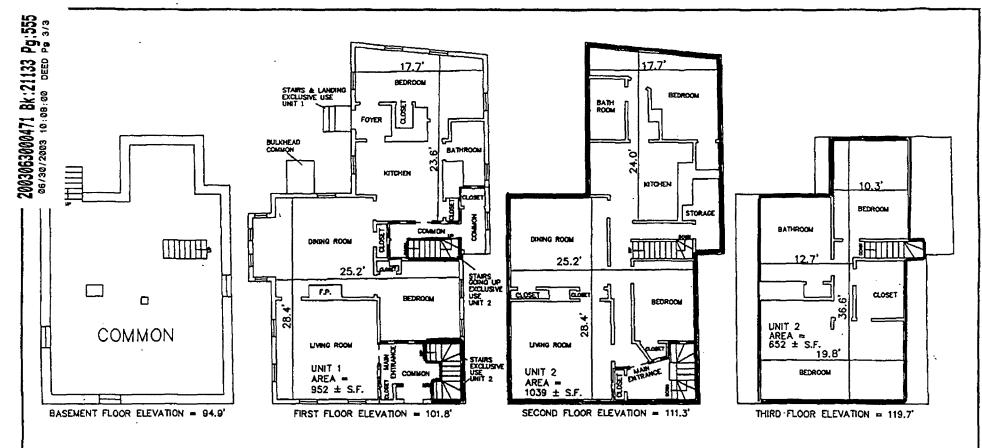
Then personally appeared the above named Sarah Lance, Manager, and acknowledged the foregoing instrument to be the free act and deed of By the Sea Realty,

LLC, before me

Peter R Merry Notary Pub

自己: 出思

My Commission Expires: September 3, 2004



FIRST FLOOR

SECOND FLOOR THIRD FLOOR TOTAL AREA 952 ± S.F.

952 ± S.F. UNIT 1

UNIT 2

 $1039 \pm S.F.$

 $652 \pm S.F.$

 $1691 \pm S.F.$

I CERTIFY THAT THIS PLAN SHOWS UNIT 2. BEING CONVEYED AND THE IMMEDIATE ADJOINING UNITS AND THAT IT FULLY AND ACCURATELY DEPICTS THE LAYOUT, LOCATION, DIMENSIONS, APPROXIMATE AREA, MAIN ENTRANCE AND THE IMMEDIATE COMMON AREA TO WHICH IT HAS ACCESS, AS BUILT.



FLOOR PLANS

8 WINTHROP STREET CONDOMINIUM SALEM

FEBRUARY 21, 2003

NORTH SHORE SURVEY CORPORATION 47 LINDEN STREET - SALEM, MA

#2037

EXHIBIT C

30

UNIT DEED

LOCUS: 8 Winthrop Street, No. 2, Salem, MA 01970

2004082600517 Bk:23307 Pg:357

I, **SUSAN L. HOOD,** formerly known as SUSAN L. WOODS of Salem, Essex County, Massachusetts

in consideration of THREE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED and 00/100 (\$337,500.00) DOLLARS paid,

grant to MICHAEL W. CUCCHI, individually

of

with Quitclaim Covenants

Unit 2 (the "Unit") in the 8 Winthrop Street Condominium (the "Condominium") situated at 8 Winthrop Street, Salem, Essex County, Massachusetts, which Condominium was created by a Master Deed (the "Master Deed") dated June 6, 2003 and recorded with Essex South District Registry of Deeds, Book 20969, Page 216, in accordance with and subject to the provisions of Massachusetts General Laws Chapter 183A, as amended ("Chapter 183A").

The Unit is more particularly described in the Master Deed, and is shown on a set of plans comprising one sheet entitled "Floor Plans for 8 Winthrop Street Condominium, Salem, Ma. Scale I"=4', February 21, 2003 by North Shore Survey Corporation, 47 Linden Street, Salem, Massachusetts" (the "Plans"), said Plans being recorded with the Master Deed, and is conveyed together with a **fifty seven and 00/100 percentage** (57.00%) undivided interest in the common elements of the Condominium (the "Common Elements") as set forth in the Master Deed. The Unit shall have the exclusive use of the stairs leading to the second floor from the first floor as shown on the first Floor Elevation, and the area shown as "Parking Exclusive Use Unit 2" on the site plan recorded with the Master Deed entitled "Plan of Land in Salem Prepared for 8 Winthrop Street Condominium, Scale 1"=10' dated February 21, 2003 by North Shore Survey Corporation, 47 Linden Street, Salem, Massachusetts (the "Exclusive Use Common Elements").

The unit, such undivided interest in the Common Elements, and use of the Exclusive Common Elements are conveyed with the benefit of and subject to all the rights, restrictions, agreements and other matters and provisions referred to or set forth in Chapter 183A, as amended, the Master Deed, the 8 Winthrop Street Condominium Trust created by Declaration of Trust dated June 6, 2003 and recorded with the Essex South Registry of Deeds, Book 20969, Page 231, the By Laws contained therein, and

Return 10: MMCO F. Meren
3 Penul SMOT, Suite 11
5 Tough Par, MA 02072

the Rules and Regulations attached thereto as Exhibit A (hereinafter collectively called the "Condominium Documents").

The Unit is intended to be used only for residential purposes and not in a manner inconsistent with the Condominium Documents or Chapter 183A, all as set forth in the Master Deed.

The post office address of the premises which constitutes the Condominium is 8 Winthrop Street, No. 2, Salem, Massachusetts 01970.

Conveying hereby the same premises conveyed in deed of Sea Realty, LLC to Susan L. Woods dated June 27, 2003 and recorded with said Deeds in Book 21133, Page 553.

WITNESS my hand and seal this 25 day of August, 2004.

Susan L. Woods

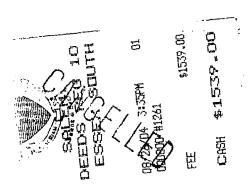
COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 45 that day of August, 2004, before me, the undersigned notary public, personally appeared Susan L. Hood, proved to me through satisfactory evidence of identification, which was her motor vehicle license, to be the person whose name is signed on this document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Corinne L. Cooper, Notary Public

My commission expires:



map I W

0

60-A

UNIT DEED

12/06/2013 03:54 DEED Pg 1/2

I, MICHAEL W. CUCCHI, a married man, of Salem, Essex County, Massachusetts

In consideration of THREE HUNDRED FIVE THOUSAND AND 00/100 (\$305,000.00) DOLLARS paid,

Grant to ANN G. NEELY, unmarried, of 21 Broad Street, Salem, MA 01970

With Quitclaim Covenants

Unit 2 (the "Unit") in the 8 Winthrop Street Condominium (the "Condominium") situated at 8 Winthrop Street, Salem, Essex County, Massachusetts, which Condominium was created by a Master Deed (the "Master Deed") dated June 6, 2003 and recorded with Essex South District Registry of Deeds, Book 20969, Page 216, in accordance with and subject to the provisions of Massachusetts General Laws Chapter 183A, as amended ("Chapter 183A").

The Unit is more particularly described in the Master Deed, and is shown on a set of plans comprising one sheet entitled "Floor Plans for 8 Winthrop Street Condominium, Salem, MA. Scale I"=4', February 21, 2003 by North Shore Survey Corporation, 47 Linden Street, Salem, Massachusetts" (the "Plans"), said Plans being recorded with the Master Deed, and is conveyed together with a fifty seven and 00/100 percentage (57.00%) undivided interest in the common elements of the Condominium (the "Common Elements") as set forth in the Master Deed. The Unit shall have the exclusive use of the stairs leading to the second floor from the first floor as shown on the first Floor Elevation, and the area shown as "Parking Exclusive Use Unit 2" on the site plan recorded with the Master Deed entitled "Plan of Land in Salem Prepared for 8 Winthrop Street Condominium, Scale 1"=10' dated February 21, 2003 by North Shore Survey Corporation, 47 Linden Street, Salem, Massachusetts (the "Exclusive Use Common Elements").

The unit, such undivided interest in the Common Elements, and use of the Exclusive Common Elements are conveyed with the benefit of and subject to all the rights, restrictions, agreements and other matters and provisions referred to or set forth in Chapter 183A, as amended, the Master Deed, the 8 Winthrop Street Condominium Trust created by Declaration of Trust dated June 6, 2003 and recorded with the Essex South Registry of Deeds, Book 20969, Page 231, the By Laws contained therein, and the Rules and Regulations attached thereto as Exhibit A (hereinafter collectively called the "Condominium Documents").

LOCUS: 8 WINTHROP STREET UNIT 2 SALEM, MA 01970

The Unit is intended to be used only for residential purposes and not in a manner inconsistent with the Condominium Documents or Chapter 183A, all as set forth in the Master Deed.

The post office address of the premises which constitutes the Condominium is 8 Winthrop Street, No. 2, Salem, Massachusetts 01970.

For Title see deed recorded at Book 23307 Page 357.

Kathleen Cucchi and Michael W Cucchi, being husband and wife release all rights of homestead in the granted premises.

EXECUTED as an instrument under seal as of this

u day of December 2013

By:

Michael W. Cucchi

Kathleen Cuc

COMMONWEALTH OF MASSACHUSETTS

County of Essex

December 2013

On this __th day of December 2013, before me, the undersigned notary public, personally appeared Michael W. Cucchi and Kathleen Cucchi and proved to me through satisfactory evidence of identification which was/were MA Identification Card to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it/voluntarily for its stated purpose.

Patricia A. Cohen, Notary Public

My Commission Expires: May 1, 2020

Massachusetts Cultural Resource Information System

Scanned Record Cover Page

Inventory No:

SAL.1075

Historic Name:

Ober, Andrew House

Common Name:

Address:

8 Winthrop St

City/Town:

Salem

Village/Neighborhood:

Central Salem

Local No:

25-462

Year Constructed:

Architect(s):

Ober, Andrew

Architectural Style(s):

Greek Revival

Use(s):

Multiple Family Dwelling House; Single Family Dwelling

House

Significance:

Architecture

Area(s):

SAL.HU: McIntire Historic District

Designation(s):

Local Historic District (3/3/1981)

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

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

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

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

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

This file was accessed on:

Wednesday, April 02, 2014 at 12:00 PM



FORM B - BUILDING

Assessor's number 25-462

USGS Quad Salem Area(s) FX,HU Form Number 1075



Recorded by

Lisa Mausolf

Organization

Salem Planning Department

Date (month/year) April 1997

Town Salem

Place (neighborhood or village) Central Salem

Address 8 Winthrop Street

Historic Name Andrew Ober House

Uses: Present Residential

Original Residential

Date of Construction 1846

Source HSI Research (tax records)

Style/Form Greek Revival

Architect/Builder unknown

Exterior Material:

Foundation Granite

Wall/Trim Aluminum Siding

Roof

Asphalt Shingle

Outbuildings/Secondary Structures

none

Major Alterations (with dates) date? - aluminum siding, recessed entry enclosed with exterior storm door

Condition

good

Moved no

yes

Date

Acreage

less than one acre

Setting set directly on sidewalk on residential street

opposite Broad Street cemetery

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

AUG 0 5 1997

BUILDING FORM

ARCHITECTURAL DESCRIPTION

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

8 Winthrop Street is a 2 1/2-story Greek Revival style dwelling displaying a sidehall plan and pediment front. Resting on a granite foundation, the building has been covered with aluminum siding. It appears that what was originally a recessed entrance has been fitted with an exterior storm door, fitted with side panels and a five-light transom. The interior entrance displays a transom and sidelights. Windows contain 6/6 sash with exterior storm windows, molded surrounds and shutters. Any original cornerboards or pilasters have been obscured by siding. The projecting eaves display a plain frieze. At the rear of the north elevation there is a half gabled, bump-out with a four-door on the front face. Projecting from the south elevation is a single-story, rectangular bay window with 1/1 sash.

HISTORICAL NARRATIVE

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

According to research by Historic Salem, Inc., this house was constructed in 1846 by Andrew Ober, a carpenter. Ober purchased the land from John Pickering in 1844 for \$250. The Pickering family laid out the streets through the Broad Fields and were selling off lots along the streets. Ober was assessed for an unfinished house in 1846; tax records indicate that the house was completed the following year. Andrew Ober continued to live in the house until his death in 1888, at the age of 70. After his widow Sarah's death the following year, the property was rented out. The 1897 map lists the owner as A.M. Ober. The two units were rented to numerous tenants over the years. Among the longest tenants were Edward Stone, mason, from c.1900 to 1910 and the Norris family (c.1920 - 1940+).

BIBLIOGRAPHY and/or REFERENCES

Hopkins, G.M. Atlas of Salem, Massachusetts. Philadelphia: 1874.

McIntyre, Henry C.E. Map of the City of Salem. Philadelphia: 1851.

Richards, L.J. Atlas of the City of Salem, Massachusetts, 1897.

Salem City Directories, 1836-1970.

Salem Historic Resources Survey Form, 1978.

Sanborn Insurance Maps, 1890, 1906, 1950, 1957, 1965, 1970. [Massachusetts State Library].

Tolles, Bryant F., Jr. Architecture in Salem: an Illustrated Guide. Salem: Essex Institute, 1983.

Walker Lithograph and Publishing Company. Atlas of the City of Salem, Massachusetts. Boston: 1911.

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

SSION ston	In Area no. Form no. 3. Description: FX. 1075 In Area no. Form no. 462 In Area no. Form no. 462 In Area no. Form no. 462 Form no. 462 Present use Suitential Present owner 3. Description:
April 1979	Date 1846. Source Salem Street Books. Style Level Revuel Architect
other buildings. Indicate north. 3 boy by 4 bay by 3 play Theoretical with close pedement goods from 3 paget, Doowayin 3 paget, Doowayin 3	Outbuildings (describe) Other features GIN White TIM
Dooliebry transmiter t panetic recension by More ted caps. More ted caps.	Altered Date Moved Date 5. Lot size: One acre or less Datover one acre
Jungare Broad	Approximate frontage The Approximate distance of building from street adjacent. N 6. Recorded by Balant Wolst Organization Historic Salen Inc.

(over)

7. Original owner (if known)	Andrew Ober	
Original use	residence	**************************************
Subsequent uses (if any) and dates_		
8. Themes (check as many as applicab	ole)	b .
Aboriginal Agricultural Architectural The Arts Commerce Communication Community development	Conservation Recreation Education Religion Exploration/ Science/ settlement invention Industry Social/ Military humanitarian Political Transportation	
9. Historical significance (include exp	planation of themes checked above)	
the Picherings he	John Pickering sold the stands on to Andrews 50. (342:78) At this ad laid out streets and were selling off streets. In 1846 o assessed por worth \$800, and in use was completed.	through bts

10. Bibliography and/or references (such as local histories, deeds, assessor's records, early maps, etc.)

- Essex county Registry of Beeds. Beeds cited above - Salem City Hall Street Books 1844-1850 - Salem At lases - 1851, 174, 197.

Massachusetts Cultural Resource Information System

Scanned Record Cover Page

Inventory No:

SAL.1141

Historic Name:

Common Name:

Downing, John W. House

Address:

47 Summer St

City/Town:

Salem

Village/Neighborhood:

Central Salem

Local No:

25-578

Year Constructed:

R 1835

Architect(s):

Architectural Style(s):

Greek Revival

Use(s):

Single Family Dwelling House

Significance:

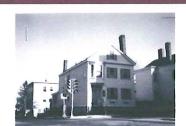
Architecture

Area(s):

SAL.HU: McIntire Historic District

Designation(s):

Local Historic District (3/3/1981)



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

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

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

This file was accessed on:

Wednesday, April 02, 2014 at 11:13 AM

FORM B - BUILDING

Assessor's

USGS Quad

Area(s)

Form Number

Number

25-578

Salem

HU 1141

Massachusetts Archives Building 220 Morrissey Boulevard Boston, Massachusetts 02125

Massachusetts Historical Commission

Town

Salem

March 20, 1415 Place (neighborhood or village)

Central Salem

47 Summer Street

ic Name

Present

Residential

Original

f Construction

1830-1840's,

Possibly 1836

Visual Assessment and

See Bibliography*

Form

Greek Revival

ect/Builder

or Material:

Foundation

Granite (Front),

Brick (Other Elevations)

Wall/Trim

Clapboard/Wood

Roof

Asphalt Shingles

Outbuildings/Secondary Structures Bay window on the 2nd level (late 19th C.?)

Major Alterations (with dates)

Condition

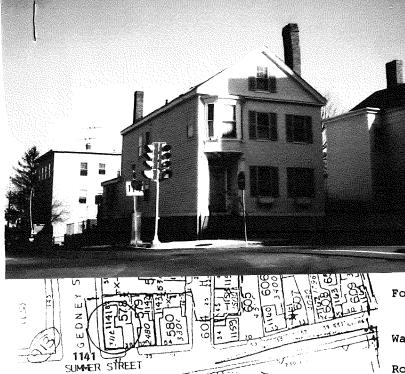
Good

Moved X no ___ yes Date

Acreage

3,116 SF

Setting Set behind a small planted area on the SW corner lot of Summer and Gedney Streets, in a densely-settled, mixed-use RECEIVED neighborhood of 19th & 20th-C. buildings.



Recorded by: Susan Ceccacci, Roger Reed and Dianne L. Siergiej Organization: Commonweal Collaborative

Date:

July 1995

SEP 2 9 1995

BUILDING FORM 47 Summer Street

ARCHITECTURAL DESCRIPTION ____ See continuation sheet.

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

This two-and-a-half-story, three-bay, side-entry, gable-front house has a matchboard main facade and full pediment in the gable. It has a one-story, gable-roofed, rear ell and a three-faceted bay window that projects out at the second-story level above the main entrance. Window frames are molded and window sash are 6/6. Remnants of what apparently was a pilaster/architrave/cornice door frame survive around the recessed entrance. They include slim, fluted, Doric pilasters and part of a frieze. The cornice top was removed for the application of the bay window above. The six-panel door has heavy molding in the style of the mid and late 19th century. It is surrounded by a transom and 3/4 length sidelights. Although the gable-front, side-entry house form, the facade pediment, and the features around the main entrance are Greek Revival in inspiration, they still have some of the lightness of the Federal style.

HISTORICAL NARRATIVE ____ See continuation sheet.

Discuss the history of the building. Explain its associations with local (or state hist

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

This Greek Revival town house with its side hall plan and gable end to the street is a type of dwelling common in small New England towns throughout the 1830's-1850's. Since the building is shown on this site on the 1851 city map, it is likely that this house was built by that date. The owner at that time was J. W. Downing. In the 1866 directory, Mrs. John W. Downing was listed as living at 14 Salem Street, so it is not clear if J. W. Downing lived here previous to that.

The directory for 1869 records Eben Putnam at this address, but no occupation was given. He left the house to his wife, Elizabeth, and it belonged to her estate by 1897.

BIBLIOGRAPHY and/or REFERENCES ____ See continuation sheet.

*Salem Directories, 1866, 1869, 1878, 1888-89, 1897.

Beers, D. G. & Company, Atlas of Essex County, Massachusetts, 1872.

*Hopkins, G. M. & Co., <u>Atlas of Salem, Massachusetts</u>, 1874.

*McIntyre, Henry C. E., <u>Map of the City of Salem, Mass</u>, 1851.

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Sanborn Map Company, <u>Sanborn Fire Insurance Maps of Salem,</u>
Massachusetts 1890 New York, Sanborn Map Co., 1890.

Sanborn Map Company, <u>Sanborn Fire Insurance Map of Salem, Mass.</u>, 1906, New York, Sanborn Map Co., 1906.

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

	Y 2. IISSION Boston Of cant to:	Town Street Original Use HOME
	with the side)	Present Use HOME
A SHIP AND	ry	Present Owner
	ation	DateStyle
4102/	hy	Source of Date SHOSC -see reverse
	own/City	Architect
	Deteriorated	Moved Altered
IMPORTANCE of site to area: Gre	at Little Non	e SITE endangered by
<u>4</u>	. DESCRIPTI	ON
FOUNDATION/BASEMENT: High Re	gular) Low	Material:
WALL COVER: Wood	bounder	Brick Stone Other
STORIES: 1 2 3 4 CHIMNEYS:	1 2 3 4	Center End Cluster Elaborate Irregular
ATTACHMENTS: Wings Ell Shed D	ependency	Simple/Complex
PORCHES: 1 2 3 4 Portico Balo	cony	Recessed
ROOF: Ridge Gambrel Flat Hip Ma Tower Cupola Dormer windo	ansard ows Balustra	ade Grillwork
FACADE: Gable End: Front Side	Symmetrical/	Asymmetrical Simple/Complex Ornament
Entrance: Front/Side Centered Do		
Windows: Spacing: Regular/Irregula	ır Identical/V	aried 1/6 second storey bay on left
Corners Plain Pilasters Quoins (Obscured	
OUTBUILDINGS		LANDSCAPING
5. Indicate location of structure on ma		Footage of structure from street Property has feet frontage on street ecorder

NOTE: Recorder should obtain written permission from Commission or sponsoring organization before using this form. (See Reverse Side)

NOV

1967

FOR USE WITH IMPORTANT STRUCTURES (Indicate any interior features of note)
Fireplace
Stairway
Other
GIVE A BRIEF DESCRIPTION OF HISTORIC IMPORTANCE OF SITE (Refer and elaborate on theme circled on front of form)
S.H.D.S.C., Vol. III, p. III, Mating 2, Period: GR
"This two-story, matched board house with a pitch roof is typical of the Greek Nevival style with its front door in the gable end. The bay window is probably a later addition."
REFERENCE (Where was this information obtained? What book, records, etc.)
BIBLIOGRAPHY
Original Owner:
Deed Information: Book Number Page , Registry of Deeds