



HISTORIC  
SALEM INC

---

**5 Pleasant Street**

Built for Andrew J. Tibbetts  
Baker  
c. 1869

Researched and written by Eric Baumeister  
October 2022

Historic Salem Inc.  
The Bowditch House  
9 North Street, Salem, MA 01970  
(978) 745-0799 | [HistoricSalem.org](http://HistoricSalem.org)  
© 2022

### OWNERSHIP TABLE

Family or Company	Name	Years of Ownership	Number of Years	Purchase Price	Deed Referenced (Book-Pg)	Notes, Additional Documents or Deeds
Loring	George Loring	1858	>1			
Phippen	Joseph Phippen	1859	>1	\$1,071.60	575-10	
Fuller	Enoch Fuller	1859-1870	11	\$2,500	587-70	
Tibbetts	Andrew J. Tibbetts	1870-1924	54	\$4,800	789-275	
Harney	William T. Harney	1924	1 month	“Three thousand three hundred thirty three and 33/100 dollars”	2614-593	Referred to as Lot C
Pierce	Albert Pierce  Nellie B. Pierce	1924-1943	19		2620-258	
Hammond et al.	Mary B. Hammond  James O. Harris  J. Allen Harris	1943	>1		3352-128	
Crosby	Arthur H. Crosby	1943-1946	3	“Considerations paid”	3352-128	
Landry	George H. Landry	1946-1981	35		3480-37	

	Charles E. Landry					
Arcari	Gerard A. Arcari	1981-1986	5	\$135,000	6876-40	
Russo	Josephine Russo Constance M. Russo	1986-2002	16	"Consideration paid"	8473-562 8473-567	Declared as the "3-5 Pleasant Street Realty Trust"
Arcari	Gerard A. Arcari Constance R. Arcari	2002-2009	7		18900-212 18900-222	Declared as the "Bidjar Realty Trust"
Twelvetone LLC		2009-2020	11	\$475,000	28360-503	
3 Pleasant Street LLC	Marc Tranos	2020-present		\$749,000	38279-501	

## TIMELINE SUMMARY

In 1858 the trustees of William D. Pickman split up and sold off his many properties as per his will. One of these properties, a parcel that would later include 5 Pleasant Street, was sold by trustee George Loring to Joseph Phippen, who has done business with Pickman (and other real estate brokers on Pleasant Street) in the past.<sup>1</sup> Phippen was living further down Pleasant Street at the time. After the winter he sold the new property again to Enoch Fuller, a carpenter.<sup>2</sup> Fuller would own the property for eleven years before selling it again to a baker named Andrew Tibbetts in 1870 – evidence suggests that the house was completed before this, as the contract drawn between Tibbetts and other carpenters makes explicit mention of improvements upon the property, and the buying price more than doubled over Fuller's tenure.<sup>3</sup>

Tibbetts's property fell into the hands of Harrison O. Woodbury by 1924. On October 15 1924 Woodbury's estate was split up by his wife and administrator Lillie F. Woodbury into three parts. One of these thirds was drawn up for William T. Harney, a real estate broker: the area began at the corner of Bridge and Webb streets, ran fourteen feet on Bridge to Pleasant street, then ran along Pleasant for one hundred three and a half feet before zigzagging northeast to Webb again, before running back to the initial corner. This area, surveyed by Shea & Leary C.E., was dubbed Lot C.<sup>4</sup>

That same hour Harney took out mortgages from the Salem Five Cents Savings Bank and the Essex Mutual Investment Company and got the premises and all future buildings upon it insured.<sup>5</sup> It's likely that around this time, the house was built on Lot C. The next month, on November 29, he granted Lot C to married couple Albert and Nellie Pierce for them to live as tenants. The Pierces had dealings with other properties as well in Marblehead and Danvers, so

---

<sup>1</sup> Essex County, Massachusetts, Deed Book 575: 10, 11.

<sup>2</sup> Essex County, Massachusetts, Deed Book 587: 70 - 73.

<sup>3</sup> Essex County, Massachusetts, Deed Book 789: 275 - 279.

<sup>4</sup> Essex County, Massachusetts, Deed Book 2614: 593, 594.

<sup>5</sup> Essex County, Massachusetts, Deed Book 2614: 594 - 596.

they may have had living accommodations elsewhere, but based on the use of the word “tenants” in both the initial deed and in later deeds it is likely that they had occupied the land at some point. In addition, the Pierces had granted a mortgage covenant of the property to the Salem Co-operative Bank on July 22 1929.<sup>6</sup>

This mortgage document also confirms that Lot C in 1929 had been thoroughly developed: a house had been built by this point, and either contained or had the infrastructure and plans to install “furnaces, heaters, ranges, mantels, gas and electric light fixtures, screens, screen doors, awnings,” and more.

On October 25 1943, a coterie of people who had conducted business with Albert Pierce in the past – namely Mary B. Hammond, James O. Harris, and J. Allen Harris – granted Lot C and “the buildings thereon” to Arthur H. Crosby.<sup>7</sup> On August 30 1946 Crosby granted the property to George H. Landry and Charles E. Landry, who in turn granted the mortgage to Naumkeag Trust Company of Salem.<sup>8</sup>

On October 19 1981, the Landrys sold the property for \$135,000.00 to Gerard A. Arcari, originally of Manchester MA. Arcari not only bought Lot C, but also Lot A from the initial Shea & Leary C.E. survey from 1924 – the Landrys had acquired Lot A from a prior resident, Ellen E. Neary, from 1956.<sup>9</sup> From here on, Lot C (5 Pleasant Street) and Lot A were intertwined and acquired together, though considered distinct for the purposes of describing land area.

On August 26 1986, Arcari granted both parcels of land to Josephine and Constance M. Russo, who on the same day created the 3-5 Pleasant Street Realty Trust.<sup>10</sup> However, on July 1 2002, the property was granted back to Gerard Arcari as well as Constance R. Arcari, who had created the Bidjar Realty Trust in the same year.<sup>11</sup>

---

<sup>6</sup> Essex County, Massachusetts, Deed Book 2814: 35, 36.

<sup>7</sup> Essex County, Massachusetts, Deed Book 3352: 128, 129.

<sup>8</sup> Essex County, Massachusetts, Deed Book 3480: 37, 38.

<sup>9</sup> Essex County, Massachusetts, Deed Book 6876: 40, 41.

<sup>10</sup> Essex County, Massachusetts, Deed Book 8473: 562-565, 567.

<sup>11</sup> Essex County, Massachusetts, Deed Book 18900: 212-217, 222.

On February 27 2009, the Arcaris as Trustees of Bidjar Realty Trust granted the properties at Lot A and Lot C to Twelvetone LLC, sold for \$475,000.<sup>12</sup> Later, on February 21 2020, Twelvetone LLC sold the properties for \$749,000 to 3 Pleasant Street LLC.<sup>13</sup> As of March 2022, 3 Pleasant Street LLC still owns 5 Pleasant Street, managed by Marc Tranos.<sup>14</sup>

---

<sup>12</sup> Essex County, Massachusetts, Deed Book 28360: 503-505.

<sup>13</sup> Essex County, Massachusetts, Deed Book 38279: 501-503.

<sup>14</sup> Essex County, Massachusetts, Deed Book 40764: 190, 191.

# **DEEDS & SUPPORTING DOCUMENTS**

(This section will include documents in chronological order, beginning in 1858.)

that I am lawfully seized in fee simple of the aforesaid premises; that they are free from all incumbrances, except as above specified, and that I have good right to sell and convey the same to the said Bedick, his heirs and assigns forever, as aforesaid; and that I will, and my heirs, executors, and administrators shall, warrant and defend the same to the said Bedick, his heirs and assigns forever, against the lawful claims and demands of all persons, except those claiming under said mortgages, PROVIDED, nevertheless, that if the said Rogers, his heirs, executors, or administrators, shall pay unto the said Bedick, his executors, administrators or assigns, the sum of seven hundred & eighty dollars, in one, two, and three years, with interest, then this deed, as also three promissory notes, bearing even rate with these presents, signed by the said Rogers, whereby he promised to pay to the said Bedick the said sums and interest, at the time aforesaid, shall all be absolutely void to all intents and purposes. IN WITNESS WHEREOF, I the said William G. Rogers have hereunto set my hand and seal this twenty eighth day of July in the year of our Lord eighteen hundred and fifty eight.

W. G. Rogers      Seal

Signed, sealed and delivered } Executed July 28 1858. Then personally appeared, in presence of Geo. A. Bunker } the above named Wm. G. Rogers, and acknowledged the above instrument to be his free act and deed: before me, . . . . .

Geo. A. Bunker, Justice of the Peace

Executed July 30 1858. 25m. before J. P. M. Deane, Esq. by Gilman Brown, Esq.

Geo. D. Loring et al. to J. P. Phippen

Know all men by these presents, that we, George D. Loring, of Salem, in the County of Essex, physician, John A. Rogers, of Boston, in the County of Suffolk, merchant, and J. Ingersoll Demarest and John A. Loring, late of Boston, in the County of Suffolk, trustees of Mary D. Loring under the will, of William Pickman, late of Salem, aforesaid (said trustees signing this deed by virtue and execution of the power in said will contained) and Mary D. Loring wife of said George D. Loring who joins in this deed to release all her interest in said premises, whether of dower, homestead or otherwise, in consideration of one thousand seventy one  $\frac{60}{100}$  cents (of which one fourth is paid to said trustees,) paid by Joseph P. Phippen of Salem, the receipt whereof is hereby acknowledged,



do hereby grant, remise, release, and forever Quit Claim, unto the said Joseph P. Phippen a parcel of land situated on Bridge Street & Wall Street in said Salem, & bounded as follows, beginning at the corner of Bridge & Wall streets, running fourteen feet on said Bridge Street, thence running one hundred & five feet on Pleasant Street to land of Perkins, thence running northwesterly fifty eight feet on land of Perkins, thence northerly on land of said grantors fifty five feet, thence running from Wall to Bridge Street one hundred and twelve feet to the point first started from, containing five thousand, six hundred & forty feet, more or less. To have and to hold the above released premises, with all the privileges and appurtenances thereto to the same belonging, to the said Joseph P. Phippen his heirs and assigns, to his their use and behoof forever. In witness whereof we, the said George D. Loring, J. W. Rogers, J. Ingersoll Howditch, John A. Loring and Mary F. Loring, said J. W. Rogers being unmarried, have hereunto set our hands and seals this twenty ninth day of July, in the year of our Lord one thousand eight hundred and fifty eight. Geo. D. Loring Deal  
 signed sealed and delivered in presence of Eliza S. Crane, witness to G. D. L., J. W. R., J. I. H., J. A. L., M. F. L., J. A. Loring Trustee Deal  
 S. P. Rogers to J. W. R. }  
 J. Ingersoll Howditch Trustee Deal  
 John A. Loring Trustee Deal  
 Commonwealthe of Massachusetts, Suffolk Co., July 29 1858. Then personally appeared the above named John A. Loring Trustee, and acknowledged the above instrument to be his free act and deed; before me.

Subscribed before me Justice of the Peace

Witness my hand and seal this 30th day of July 1858  
 John Thomas

POWER.

Know all men by these presents, that I, Thomas M. Maffersway of the City of Salem, in the Commonwealth of Massachusetts, have constituted, ordained and made, and in my deed and place put, and by these presents, do constitute, ordain and make, and in my deed and place put, William S. Maffersway of said Salem, to be my true, sufficient and lawful attorney, for me, and in my name and stead, and to my use, to ask, do

mbrances, that I have good right to sell and convey the  
 same to the said William Buckley, as aforesaid; and that  
 I will, and my heirs, executors and administrators, shall,  
 Warrant and Defend the same to the said W<sup>m</sup> Buckley,  
 his heirs and assigns forever, against the lawful claims  
 and demands of all persons. Provided, nevertheless, that  
 if the said James Finny, his heirs, executors, or administra-  
 tors, shall pay unto the said William Buckley, his heirs,  
 executors, administrators, or assigns, the sum of Three Hun-  
 dred Dollars, in one year with interest semiannually, then  
 this Deed, as also a promissory note bearing even date with  
 these presents, signed by the said James Finny, whereby he  
 promises to pay to the said W<sup>m</sup> Buckley, or order the said  
 sum and interest at the time aforesaid, shall both be ab-  
 solutely void to all intents and purposes. In Witness where-  
 of, We the said James Finny and Mary, wife of said  
 James in token of my release of dower in said estate, have  
 herewith set our hands and seals this tenth day of May,  
 in the year of our Lord one thousand eight hundred and fifty-nine,  
 Executed and delivered in } James <sup>his</sup> Finny, Seal.  
 presence of us, C. A. Lamball. } Mary <sup>his</sup> Finny, Seal.  
 Commonwealth of Massachusetts, ss. May 16, 1859. Then person-  
 ally appeared the above named James Finny, and acknowledged  
 the above instrument to be his free act and deed,  
 Before me, P. F. Mudge, Justice of the Peace.  
 Exam. W. C. D. May 16, 1859. 32m. just 3 P. M. W. C. D. B. B. E. Ephraim Down Ref.

Joseph Phippen  
 to  
 Enoch P. Fuller.

Know all Men by these Presents, that I Joseph Phippen, of Salem, in the County of Essex, and State of Massachusetts, Gentleman. In consideration of twenty five hundred dollars to me paid by Enoch P. Fuller, of the same Salem, Carpenter, the receipt whereof is hereby acknowledged, do by these presents grant, remise, release, and forever Quit-

claim, unto the said Enoch P. Fuller, and his heirs and as-  
 signs, all my right, title, interest, and estate, in and to a cer-  
 tain parcel of land in said Salem bounded as follows, begin-  
 ning at the corner of Bridge and Will Streets, then running  
 fourteen feet on said Bridge Street to Pleasant Street, thence  
 running on said Pleasant Street one hundred and three and  
 one half feet to land of Perkins, (the length of this line  
 in my deed herein after mentioned, is called one hundred  
 and five feet,) thence running N. E. on land of Perkins forty  
 eight feet, thence N. on land now or formerly of the Pickman  
 estate forty five feet to Will Street, thence running from  
 Will Street to the point first named on Bridge Street one  
 hundred and twelve feet, with the building thereon standing,  
 and all the privileges and appurtenances to the same belong-  
 ing. For more particulars reference may be had to my deed  
 recorded with Essex Deeds B. 575 L. 10. To Have, and to Hold,  
 the above-released premises, to him the said Enoch P. Fuller,  
 and his heirs and assigns, to his and their use and behoof  
 forever, so that neither I the said Joseph H. Phippen 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 right, or title to the above-released premises,  
 or to any part or parcel thereof forever, In Witness Where-  
 of, I, Joseph H. Phippen above named, and my undersigned  
 wife who hereby releases all right of dower in the above  
 described estate, have herewith set our hands and seals  
 this twelfth day of May, in the year of our Lord one thou-  
 sand eight hundred and fifty nine, Jos. H. Phippen, Seal.  
 Signed, sealed, and delivered in presence of us, Geo. B. Curran & J. H. P. Esq., at May 16th A. D. 1859 the  
 Susan H. Phippen, Seal.  
 Hiram N. Lord, to J. H. P. ) the above named Joseph H.  
 Phippen, personally appeared, and acknowledged the above instrument

(to

to be his free act and deed,

Before me, Geo. R. Curwen, Justice of the Peace  
Salem, Mass. May 16, 1859. 25. per S. P. M. Sec. @ 10. 1/2 by Enoch Fuller of

Enoch P. Fuller  
to  
Joseph H. Phippen  
Assigned  
B. 661. L. 131.  
Assigned  
see  
B. 699. L. 85.

Know all Men by these Presents, that I, Enoch P. Fuller, of Salem, in the County of Essex, and State of Massachusetts, Carpenter, in consideration of fifteen hundred dollars to me paid by Joseph H. Phippen, of the same Salem, Gentleman, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Joseph H. Phippen, and his heirs and assigns forever, a certain parcel of land in said Salem, bounded as follows, beginning at the corner of Bridge and Wall Streets then running fourteen feet on said Bridge Street to Pleasant Street, thence running on said Pleasant Street one hundred and three and one half feet to land of Perkins, thence running N. E. on land of Perkins forty eight feet, thence N. on land now or formerly of the Pickman estate forty five feet to Wall Street, thence running from Wall Street to the point first marked on Bridge Street one hundred and twelve feet, with the building thereon standing; for more particular reference may be had to my deed herewith recorded. To have, hold to hold the above granted premises, with all the privileges and appurtenances thereto belonging to the said Joseph H. Phippen and his heirs and assigns, to his & their use and behoof forever, And I, the said Enoch P. Fuller for myself and my heirs, Executors and Administrators, do covenant with the said Joseph H. Phippen, and his heirs and assigns, that I am lawfully seized in fee simple of the aforegranted premises; that they are free from all incumbrances, that I have good right to sell and convey the same to the said Joseph H. Phippen, and my heirs, Executors and Administrators shall warrant and defend the same to the said Joseph H. Phippen, and his heirs and assigns forever.

Witness my hand and seal this 16th day of May 1859. I the assignee of the mortgage herein named knowing the contents hereof for the mortgagee's benefit fully discharge the same.  
Wm. James Rowley  
Richard Price Scribe.

against the lawful claims and demands of all persons. Provided, Nevertheless, that if the said Enoch P. Fuller, or his Heirs, Executors, or Administrators shall pay unto the said Joseph H. Phippen, or his heirs, Executors, Administrators, or Assigns, the sum of fifteen hundred dollars in one year from the date hereof with interest thereon semi-annually until paid, the buildings to be insured for at least \$600, and the policy made payable to said Phippen or his assigns, in case of loss, then this Deed, as also a certain note of hand, bearing even date with these presents, signed by the said Enoch P. Fuller, whereby for value received he promised to pay the said Joseph H. Phippen, or order, the said sum and interest at the time aforesaid, shall both be absolutely void to all intents and purposes. In Witness whereof, I the said Enoch P. Fuller, and my undersigned wife who hereby release all right of dower & homestead, in the above described estate have herunto set our hands and seals this twelfth day of May, in the year of our Lord eighteen hundred and fifty-nine.

Enoch P. Fuller,                  Seal.

Signed, sealed, and delivered in, }  
 presence of Geo. R. Curran to E.P. }  
 Sarah C. Fuller, to M. F. }      Enoch P. Fuller

done, at May 16th. 1859. Then personally appeared the above named Enoch P. Fuller, and acknowledged the above instrument, to be his free act, and deed;

before me, Geo. R. Curran, Justice of the Peace.

Exec. subscr. May 16, 1859. 25m. per J.P. Curran & Phippen. Ephraim Brown Secy.

Now all men by these Presents, That G. Edward, <sup>Edward Maguire</sup>  
 Mr. Maguire, of Lawrence, in the County of Essex, and Com- <sup>to</sup>  
 monwealth of Massachusetts. In consideration of Two hun- <sup>J. Wiley Esq.</sup>  
 dred and thirty one \$100 Dollars paid by J. Wiley, Esq: <sup>Discharged</sup>  
 of Newton, in the County of Middlesex, and Common- <sup>see</sup>  
 wealth aforesaid: the receipt whereof is hereby acknowledged, <sup>03684. 2079.</sup>

appeared the within named William Lurvey and acknowledged this foregoing instrument to be - free act and deed.

Before me, W. H. Davis Justice of the Peace.

Witness my hand and Seal this nineteenth day of January 1870. 15 m - past 10. A. M. Done & Esby *John Brown* J.P.

Assignment

*G. Wheatland* George Wheatland the mortgage within named in consideration

*J. H. Case* of fifteen thousand dollars to me paid by John Huse of Salem in the

Commonwealth of Massachusetts, do hereby sell assign over & convey

to the said John Huse his heirs and assigns this mortgage deeds,

the note herein described, & the debt hereby secured and all my

interest in the land herein conveyed, subject to redemption accord-

ing to law, Witness my hand & seal this nineteenth day of January

in the year eighteen hundred & seventy.

Witness *Geo. Parker Flint* } for Wheatland Seal.

Commonwealth of Massachusetts. Witness January 17, 1870. I then personally

appeared George Wheatland & acknowledged the above instrument to

be his free act and deed. Before me, *Geo. Parker Flint* Justice.

Witness my hand and Seal this nineteenth day of January 1870. 25 m - past 10. A. M. Done & Esby *John Brown* J.P.

*E. F. Fuller* Know all men by these Presents, That I Enoch P. Fuller, of Salem,

*A. J. Tibbetts* in the County of Essex and State of Massachusetts, Carpenter, in

consideration of Party eight hundred dollars paid by Andrew J. Tibbetts,

of the same Salem, State, the receipt whereof is hereby acknow-

ledged, do hereby give, grant, bargain, sell and convey unto the said

Andrew J. Tibbetts and his heirs and assigns forever, a certain

parcel of land in said Salem, bounded as follows beginning at the

corner of Bridge and Webb Streets, then running fourteen feet to

Said Street to Pleasant Street, then running on said Pleasant

Street one hundred and three and one half feet to land now

or late of Perkins, thence running N. E. on said Perkins land forty

eight feet, thence N. on land now or formerly of the Parkman estate

forty five feet to Webb Street, thence running on said Webb Street

to the point first named on Bridge Street one hundred and

feet, with the buildings thereon, and all the privilege and  
appurtenances to the same, belonging, meaning hereby to convey that  
same estate conveyed to me by deed recorded with Esq. Deeds South  
ern District in Book 57, leaf 70, to which I refer for more particulars.

Part of the above described estate is subject to a lease to James  
McShany which expires on the first day of December next. I  
have and to hold the above granted premises, with all the privileg  
es and appurtenances thereto belonging, to the said Andrew J. Tibbetts  
& his heirs and assigns, to his & theirs use and behoof forever. And  
I the said Enoch P. Fuller for myself and my heirs, executors,  
and administrators, do covenant with the said Andrew J. Tibbetts  
and his heirs and assigns, that I am lawfully seized in fee  
simple of the aforesaid premises, that they are free from all  
incumbrances, save said lease, that I have good right to sell  
and convey the same to the said Andrew J. Tibbetts & his heirs and  
assigns forever, subject as aforesaid; and that I will and my  
heirs, executors, and administrators shall warrant and defend  
the same to the said Andrew J. Tibbetts and his heirs and assigns  
forever, against the lawful claims and demands of all per  
sons save the holder of said lease. In witness whereof I the said  
Enoch P. Fuller, and my undersigned wife, do join in this instri  
ment, in token of her release of all right and title of or to  
both the above and to a certain in the granted premises, have  
hereto set our hands and seals this nineteenth day of Janu  
ary in the year of our Lord eighteen hundred and seventy.

Signed, sealed, and delivered } Enoch P. Fuller } Seal  
in presence of, Ephm. Brown & Fuller } Mary Fuller } Seal

Witness at 17 Jan 1870. I then personally appeared the above named  
Enoch P. Fuller and acknowledged the above instrument to be his  
free act and deed; Before me Ephm. Brown  
Justice of the Peace

Exec. of Rec. Jan 17, 1870. Done before me at stated by Ephm. Brown & Co.

of Andrew J. Tibbetts, of Salem, in the County of Essex, and State of Massachusetts. Baker, for consideration of Twenty five hundred dollars paid by Edward Mulcher of

1 on 11. 1870  
8 on 11. 1870  
On 10. 1870  
Baker

Wm. E. Baker

Execution for debt mortgage, having fully discharged the same  
John C. Mulcher  
Edward Mulcher

Edward Mulcher of Salem, with all the building and improvements thereon bounded as follows: to wit, beginning at the corner of Bridge and Webb Streets, thence running four bars feet on said Bridge Street, to Pleasant Street, thence running on said Pleasant Street one hundred and three and one half feet to lands now or formerly of Perkins, thence running N. E. on said Perkins land forty eight feet, thence N. on land now or formerly of the Sherman estate forty five feet to Webb Street, thence running from Webb Street to the point first named on Bridge Street one hundred and twelve feet, or however otherwise bounded, meaning hereby to convey the same estate this day conveyed to me by Enoch P. Fuller, reference to his deed, being had for more particulars, subject to a lease which expires in December next. To have and to hold the above granted premises, with all the privileges and appurtenances to the same belonging, to the said Edward Mulcher & his heirs and assigns, to his & their uses and behoof forever, and I the said grantor, for myself and my heirs, executors, and administrators, do covenant with the said grantee and his heirs and assigns, that I am lawfully seized in fee simple of the above granted premises; that they are free from all incumbrances, that I have good right to sell and convey the same to the said grantee and his heirs and assigns forever as aforesaid, that I, and my heirs, executors, and administrators shall warrant and defend the same to the said grantee, and his heirs and assigns forever, against the lawful claims and demands of all persons. Provided nevertheless, that if the said grantor or his heirs, executors, or administrators, shall pay unto the said grantee or his heirs, executors, administrators, or assigns, the sum of Twenty five hundred dollars in one year from the day of the date hereof, with interest on



said sum, at the rate of eight per centum, per annum, payable  
 semi-annually and, until such payment, keep the buildings stand-  
 ing on the land aforesaid, insured against fire, in a sum satisfi-  
 ngly to and for the benefit of the said grantee, and his heirs, ex-  
 ecutors, administrators and assigns, at such Insurance Offices  
 shall approve, and also pay all taxes and assessments levied or  
 assessed upon or on account of, the said premises, these things done  
 as also a certain note bearing even date with these presents,  
 signed by Andrew J. Tibbitts liberally, for value received, the prom-  
 ises to pay the said grantee, or orders, the said sum and interest,  
 at the times aforesaid, shall both be absolutely void to all intents  
 and purposes. And Provided Also, That if default shall be made in  
 the payment of the money above mentioned, or the interest that  
 may accrue thereon, or of any part thereof, or in the perform-  
 ance of any other of the conditions of this deed, then it shall  
 be lawful for the grantee, or his heirs, executors, administra-  
 tors or assigns, to sell and dispose of the granted premises, with  
 all improvements that may be thereon at public auction, such  
 sale to be in said Salem or near the premises, without fur-  
 ther notice or demand, except giving notice of the time and place  
 of sale in each of three successive weeks in some Salem news-  
 paper, printed in the County of Essex aforesaid. And in his own  
 their own names, or as the attorney of the grantee for that pur-  
 pose by these presents duly authorized, convey the same, ab-  
 solutely and in fee simple, to the purchaser, or purchasers accord-  
 ingly; and out of the money arising from such sale, to retain  
 all sums, then secured by this deed (whether then or thereafter  
 payable), together with interest and all costs and expenses, inclu-  
 ding all sums paid by said grantee or his assigns, for insur-  
 ance of the premises, paying the surplus, if any, to the said gran-  
 tee or his assigns, and such sale shall forever bar the said gran-  
 tee and all persons claiming under him, from all right, claim,  
 demand in the premises, at law or in equity, it being mutually agreed

about the said premises, or his assigns, may purchase at said sale, and that no other purchase shall be permissible for any application of the purchase money. And provided also, that in default of the payment of the said sum or interest, or other default as herein provided, the grantee shall have no right to enter and take possession of the premises, In witness whereof, I the said Andrew J. Tibbetts, and my undersigned wife, who joins in this instrument with her release of all right and title of ours both Tower and Homestead in the granted premises have hereunto set our hands and seals this nineteenth day of January in the year of our Lord eight thousand and seven hundred and seventy.

Andrew J. Tibbetts Seal  
 Lucy A. Tibbetts Seal  
 Hereby of us Ephraim Brown to A. J. Tibbetts, Commonwealth of Massachusetts  
 Lacey B. Felt. . . . . Escapes Feb. 11, 1870. Then personally appeared the above named Andrew J. Tibbetts and acknowledged the foregoing instrument to be his free act and deed.

Before me, Ephraim Brown, Justice of the Peace.  
 Witness my hand and seal this 19th day of Jan. 1870.

B. Coy. Clerk  
 J. W. Perry  
 Ma. & L. Tibbetts  
 Attorney  
 Coarbiters

Know all men by these Presents, That Mr. Benjamin Coy, of Salem County of Essex, and Commonwealth of Massachusetts do hereby certify under the last will and testament of Benjamin Coy late of Salem deceased, and by virtue of the devise and power of sale given to us, as trustees by the terms of said will, and Sarah Coy wife of said Benjamin deceased, heretofore consenting according to the terms of said power of sale in said will contained. In consideration of the sum of Twenty one dollars, to said Trustees paid by Jarius W. Perry of Salem, aforesaid, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell, and convey unto the said J. W. Perry, a certain lot of land situated in said Salem in that part thereof known as South Salem and bounded and described as follows, to wit, by land of wife of said grantee, lower by lands of Swazy, Tibbitts, Cox, and West, Hayes, and

789-279 Enoch Fuller grants the property to Andrew Tibbetts, 1870 (pg. 5) In this, Fuller is contracting another carpenter, B. Mulcher

five Thousand Dollars (\$35,000.00) now held by Maurice Jacobs, Trustee of the Aetna Securities Trust, and subject to a second mortgage now held by Samuel Rich and others on which there remains due a balance of Nine Thousand Dollars (\$9000.00). This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale. WITNESS my hand and seal this 15th day of October 1924.

George W. Howe ) Walter Wong (seal)

COMMONWEALTH OF MASSACHUSETTS Essex, ss. October 15, 1924. Then personally appeared the above named Walter Wong and acknowledged the foregoing instrument to be his free act and deed, before me

George W. Howe Justice of the Peace

My commission expires August 24, 1930.

Essex ss. Received Oct. 15, 1924. 1 m. past 3 P.M. Recorded and Examined.

KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS, Lillie F. Woodbury, of Salem in the Commonwealth of Massachusetts, as Administratrix of the estate of Harrison O. Woodbury late of Salem by virtue of a license granted to me on the thirtieth day of September last by the Probate Court for the County of Essex in said Commonwealth, sold the real estate of the said deceased hereinafter described at private sale to William T. Harney, of said Salem, for the sum of Three thousand three hundred thirty three and 33/100 dollars. NOW THEREFORE, in consideration of the said sum of Three thousand three hundred thirty three and 33/100 dollars to be paid by the said William T. Harney the receipt whereof is hereby acknowledged, I do as Administratrix as aforesaid, and by virtue of the aforesaid license, hereby grant, bargain, sell, and convey unto the said William T. Harney, One undivided third part of certain real estate situate in said SALEM bounded and described as follows: Beginning at the corner of Bridge and Webb streets, thence running fourteen feet on said Bridge street to Pleasant street, thence running on said Pleasant street one hundred three and one half feet to land now or late of Neary, thence running Northeasterly on said Neary's land forty eight feet, thence Northerly on land now or late of Carlin, forty five feet to Webb street, thence running on said Webb street to the point first named on Bridge street, one hundred twelve feet. Taxes assessed by the City of Salem for the year 1924 are to be assumed and paid by grantee. TO HAVE AND TO HOLD the above granted premises, with all the privileges and appurtenances thereto belonging, to the said William T. Harney and his heirs and assigns, to their own use and behoof forever. IN WITNESS WHEREOF I hereunto set my hand and seal this fourteenth day of October in the year one thousand nine hundred and twenty four.

Woodbury Admx.

to Harney

One \$2.00 & one .50 R. Stamps Documentory Canceled

Signed and sealed in ) Lillie F. Woodbury Admx. (seal)  
 presence of ) COMMONWEALTH OF MASSACHUSETTS  
 P. Joseph Wrin ) Essex ss. Salem, October 14, 1924.

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

P. Joseph Wrin Justice of the Peace

My commission expires September 24 1931.

Essex ss. Received Oct. 15, 1924. 45 m. past 3 P.M. Recorded and Examined.

Tibbetts  
 et al.  
 to  
 Harney

One \$5 & one  
 \$2 R. Stamps  
 Documentary  
 Canceled

- Frank A. Tibbetts, of Jersey City, Hudson County, State of New Jersey, being unmarried and Arthur H. Tibbetts of Roxbury, Suffolk County, Massachusetts, for consideration paid, grant to William T. Harney of Salem, Essex County, Massachusetts, with quitclaim covenants the land in SALEM, Mass., with the buildings thereon, and bounded as follows, viz: Beginning at the corner of Bridge and Webb Streets, thence running fourteen feet on said Bridge to Pleasant Street, thence running on said Pleasant Street, one hundred and three and one half feet to land now or late of Neary, thence running Northeastly on said Neary's land forty eight feet, thence Northerly on land now or late of Carlin forty five feet to Webb Street, thence running on said Webb Street to the point first named on Bridge Street, one hundred and twelve feet. Meaning and intending to convey the same premises conveyed to our late father, Andrew J. Tibbetts, by deed of Enoch P. Fuller, dated January 19, 1870, recorded in Essex, So. Dist., Registry of Deeds, Book 769, page 275. Taxes assessed by the City of Salem for the year 1924 are to be assumed and paid by grantee. - Etta M. Tibbetts, wife of said Arthur H. Tibbetts release to said grantee all rights of dower and homestead and other interests therein. WITNESS our hands and seals this eleventh day of October 1924. Frank A. Tibbetts (seal)  
 Theodore A. Kautzman ) Arthur H. Tibbetts (seal)  
 F. Joseph Wrin to A.H.T. R.M.T. ) Etta M. Tibbetts (seal)

STATE OF NEW JERSEY County of Hudson ss. Oct 11 1924 Then personally appeared the above named Frank A. Tibbetts and acknowledged the foregoing instrument to be his free act and deed, before me

John E. Brown Notary Public M. J. (Notarial seal)

My commission expires Dec 31, 1925

Essex ss. Received Oct. 15, 1924. 45 m. past 3 P.M. Recorded and Examined.

Harney  
 to  
 Salem F.C.S.Bk.  
 (over)

KNOW ALL MEN BY THESE PRESENTS THAT I, William T. Harney of Salem, Essex County, Massachusetts, being unmarried, for consideration paid, grant to the Salem Five Cents Savings Bank, a corporation duly established by law

and located in Salem in the County of Essex, Commonwealth of Massachusetts, with mortgage covenants, to secure the payment of Six Thousand dollars in one year with Five per cent interest, per annum, payable quarterly as provided in a note of even date, the land in said SALEM with the buildings thereon bounded and described as follows: Beginning at the corner of Bridge and Webb Streets, thence running fourteen (14) feet on said Bridge Street to Pleasant Street, thence running on said Pleasant Street one hundred three and one half (103½) feet to land now or late of Perkins, thence running Northeastly on said Perkins land forty eight (48) feet, thence Northerly on land now or formerly of the Pickman Estate forty five (45) feet to Webb Street, thence running on said Webb Street to the point first mentioned on Bridge Street, one hundred twelve (112) feet; together with all the privileges and appurtenances belonging to the same. Being the same premises conveyed to me by deeds of Lillie F. Woodbury and Frank A. Tibbetts et al, both to be recorded herewith. This mortgage is upon the Statutory Condition, and upon the further condition that the grantor or his heirs, executors, administrators or assigns shall pay all taxes and assessments on said premises, whether in the nature of taxes or assessments now in being or not, shall keep the buildings now or hereafter standing thereon insured against fire in a sum satisfactory to said Bank or its successors or assigns, all insurance to be made payable in case of loss to said Bank or its successors or assigns, and shall pay to said Bank or its successors or assigns all such sums with interest as it or they may pay or incur for such taxes, assessments or insurance, or on account of any foreclosure proceedings hereunder, whether completed or not, for any breach of which the mortgagee shall have the Statutory Power of Sale. AND said Bank and its successors and assigns shall have the further right to cancel and surrender any insurance policies and collect the proceeds therefrom in case of any sale made hereunder, and to retain out of the proceeds of any such sale one per cent of the purchase money for its or their services in making such sale; any purchaser at such sale shall be held to claim hereunder in case of any defect in said sale; and any entry made for the purpose of foreclosing this mortgage shall enure to and for the benefit of the purchaser at such sale. WITNESS my hand and seal this 15th day of October 1924.

William T. Harney (seal)

COMMONWEALTH OF MASSACHUSETTS. Essex, ss. October 15, 1924. Then personally appeared the above named William T. Harney and acknowledged the foregoing instrument to be his free act and deed, before me,

Elmer W. Liebsch Justice of the Peace.

My commission expires Feb. 23, 1929.

Pl. Rd. Lot C.  
B. 2620 P. 257  
S. R.  
B. 2620 P. 584

ESSEX, ss. Oct. 15, 1924.  
The Salem Five Cents Savings Bank has this day to have received full satisfaction for the debt secured by the above mortgage here recorded and each of the parties hereto have acknowledged and discharged the same.  
By *William T. Harney* (seal)  
*Elmer W. Liebsch* Justice of the Peace

Essex ss. Received Oct. 15, 1924. 45 m. past 3 P.M. Recorded and Examined.

Harney  
to  
Essex Mutual  
Investment Co.

Discharge  
B. 2620 f. 513

KNOW ALL MEN BY THESE PRESENTS THAT I, William T. Harney, of Salem, Essex County, Massachusetts, being unmarried, for consideration paid, grant to Essex Mutual Investment Company of said Salem, with mortgage covenants, to secure the payment of Two Thousand dollars in One year with Ten per cent. interest, per annum, payable quarterly as provided in my note of even date, the land in said SALEM with the buildings thereon bounded and described as follows: Beginning at the corner of Bridge and Webb streets thence running fourteen (14) feet on said Bridge street to Pleasant street, thence running on said Pleasant Street one hundred three and one half (103½) feet to land now or late of Neary, thence running Northeasterly on said Neary land forty eight (48) feet, thence Northerly on land now or late of Carlin forty five (45) feet to Webb street, thence running on said Webb street to the point first mentioned on Bridge street, one hundred twelve (112) feet, together with all the privileges and appurtenances to the same belonging. Being the same premises conveyed to me by deed of Frank A. Tibbetts, et al. and by deed of Lillie F. Woodbury, Admx., both recorded herewith. Subject to a prior mortgage to the Salem Five Cents Savings Bank. This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale. WITNESS my hand and seal this 15th day of October 1924. William T. Harney (seal)

COMMONWEALTH OF MASSACHUSETTS ESSEX ss. October 15, 1924. Then personally appeared the above named William T. Harney and acknowledged the foregoing instrument to be his free act and deed, before me

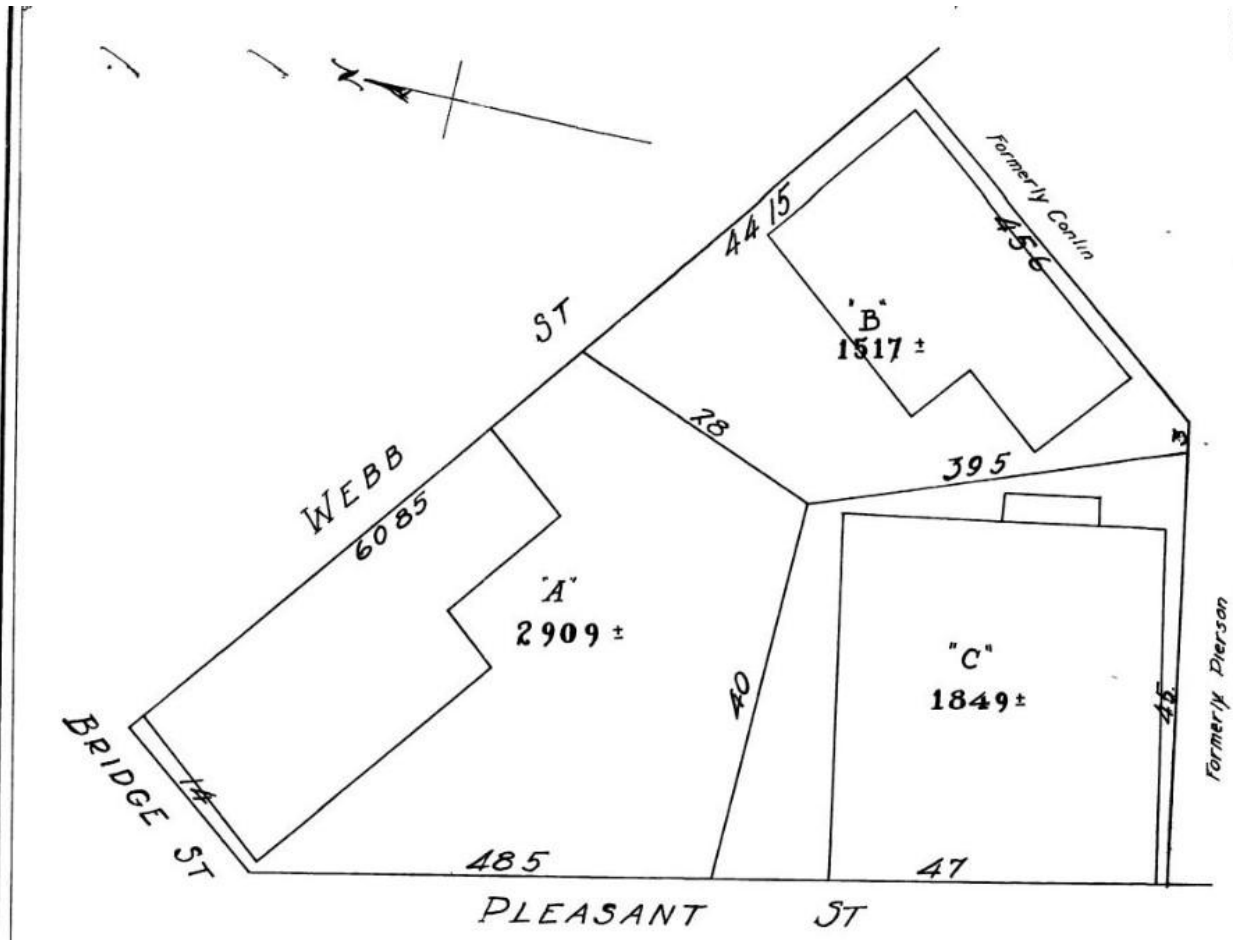
Elmer W. Liebsch Justice of the Peace

My commission expires Feb. 23, 1929

Essex ss. Received Oct. 15, 1924. 45 m. past 3 P.M. Recorded and Examined.

Vote  
Quincy Tr. Co.

Copy of a Vote passed at a Meeting of the Board of Directors of the Quincy Trust Company held April 10, 1916. VOTED, that the President and Treasurer of the Quincy Trust Company for the time being, or either of them, be and they hereby are severally authorized in the name and on behalf of said Quincy Trust Company to assign, discharge and give extensions and partial releases of all mortgages now held or heretofore held by it and all those which it may hereafter receive or hold, and affix the corporate seal thereto, and further to make an entry on any property or premises upon which it has or may have a mortgage, for the purpose of foreclosing the same for breach of condition thereof, and also to foreclose any mortgage held by it under the power of sale in said mortgage or otherwise, and (ent



PLAN OF LAND<sup>LD</sup> SALEM, MASS  
made for

**W<sup>M</sup> T. HARNEY**

Shay & Leary - Civil Engineers

25 Exchange St, Lynn, Mass

Scale 1" = 10 ft

Oct 1924

Sales Tax No. 11249 Rec. & Paid on 10/24/24  
Wanda (no West) with help Albert Pierson at  
to Salem & Sur. Div. Rec. B 2620 P 237  
Witness

*Walter J. Wilson* asst. Eng

Survey conducted by Shea & Leary C.E. for William T. Harney in 1924

Lot C is on the bottom-right corner

tesy and homestead and other interests in the mortgaged premises. WITNESS  
our hands and seals this twenty-second day of July 1929  
Pearl K. Marble witness to signature ) Silvio D'Alessandro (seal)  
of S. D. & mark of C. D. ) Chiarina X D'Alessandro (seal)  
COMMONWEALTH OF MASSACHUSETTS Essex ss. July 22nd, 1929 Then personally  
appeared the above named Silvio D'Alessandro and Chiarina D'Alessandro, and  
acknowledged the foregoing instrument to be their free act and deed,  
before me Albert J. Healey Justice of the Peace.

My commission expires Oct. 18th 1929.

Essex ss. Received July 22, 1929. 15 m. past 11 A.M. Recorded and Examined.

The Salem Five Cents Savings Bank, the holder of the within mortgage, here-  
by acknowledges satisfaction of and discharges the same. IN WITNESS WHERE-  
OF, the said Salem Five Cents Savings Bank has caused its seal to be here-  
to affixed and these presents to be signed in its name and behalf by Orlando  
S. Leighton its Treasurer, hereunto duly authorized, this 22 day of July  
in the year nineteen hundred and twenty-nine  
COMMONWEALTH OF MASSACHUSETTS.) Salem Five Cents Savings Bank. (seal)  
Essex, ss. On this 22 day of ) By Orlando S. Leighton Treasurer  
July 1929, before me appeared Orlando S. Leighton, to me personally known,  
who, being by me duly sworn, did say that he is the Treasurer of said Salem  
Five Cents Savings Bank, that said instrument was signed and sealed in be-  
half of said corporation by authority of its Board of Investment, and that  
said Corporation has no corporate seal; and said Treasurer acknowledged  
said instrument to be the free act and deed of said Corporation.

Daniel C. Fitz Notary Public.

Essex ss. Received July 22, 1929. 4 m. past 12 P.M. Recorded and Examined.

We, Albert Pierce and Nellie B. Pierce, husband and wife, joint tenants,  
of Salem, Essex County, Massachusetts for consideration paid, grant to the  
Salem Co-operative Bank, situated in Salem, Essex County, Massachusetts,  
with MORTGAGE COVENANTS, to secure the payment of Three Thousand Dollars,  
and interest and fines as provided in a note of even date, the land in said  
SALEM, with the buildings thereon, being shown as Lot C on "Plan of Land  
in Salem, Mass., made for Wm. T. Harney, Shay & Leary, C.E., dated October  
1924" and recorded with Essex South District Deeds, Book 2620, page 258,  
and bounded as follows: Westerly by Pleasant Street forty-seven (47) feet;  
Southerly by land now or late of Pierson forty-five (45) feet; Easterly by  
Lot B on said plan thirty-nine and 5/10 (39.5) feet; Northarly by Lot A on  
said plan forty (40) feet. Containing 1849 square feet, more or less. Be-

Discharge  
Salem F.C.S.Bk.  
On back M.Deed  
Rec. B. 2620  
P. 258

Pierce  
et ux  
to  
Salem Co-op.  
Bk.

*Discharge*  
*B. 2480 P. 37*



ing the same premises conveyed to us by William T. Harney by deed dated November 29, 1924, and recorded with Essex South District Deeds, Book 2620, Page 258. Including all furnaces, heaters, ranges, mantels, gas and electric light fixtures, screens, screen doors, awnings and all other fixtures of whatever kind and nature at present contained in said buildings, and hereinafter placed therein prior to the full payment and discharge of this mortgage. In case of a foreclosure sale or assignment by this mortgagee, this grantee is hereby appointed the attorney irrevocably of the grantor to make an assignment of all the Insurance Policies on the buildings, on the land covered by this mortgage. We hereby transfer and pledge to the said mortgagee 15 shares in the 91st series of its capital stock as collateral security for the performance of the conditions of this mortgage, and our said note upon which shares said sum of Three Thousand Dollars has been advanced to us by the mortgagee. The monthly payments under this mortgage are Thirty Dollars. In the event of an assignment of this mortgage, interest upon the unpaid balance of the principal shall be at the rate of six per cent per annum. This mortgage is upon the Statutory Co-operative Bank Mortgage Condition, for any breach of which the mortgagee shall have the Statutory Co-operative Bank Power of Sale. WITNESS our hands and seals this 22nd day of July 1929. Nellie B. Pierce (seal)  
COMMONWEALTH OF MASSACHUSETTS ) Albert pierce (seal)  
Essex ss. July 22, 1929. Then personally appeared the above named Albert Pierce and Nellie B. Pierce and acknowledged the foregoing instrument to be their free act and deed, before me

Daniel C. Fitz Notary Public.

Commission expires April 21, 1933.

Essex ss. Received July 22, 1929. 4 m. past 12 P.M. Recorded and Examined.

Mattos  
to  
Mattos

I, Antonio C. Mattos, of Lynn, Essex County, Massachusetts, for consideration paid, grant to Maria Borges Mattos of said Lynn, with QUIET ENJOYMENT the land in said LYNN, two certain parcels of land with the buildings thereon, the first parcel being bounded and described as follows: Southwesterly by Duke Street seventy-seven feet and four inches; Northwesterly by Jefferson Street fifty feet; Northeasterly by the second parcel hereinafter described, seventy-seven feet; Southeasterly by land now or formerly of Fitzpatrick fifty feet. The second parcel is bounded and described as follows: Beginning at the northeasterly corner of lot numbered 20 on a plan recorded in Essex So. Dist. Reg. of Deeds at the beginning of the Book #1062, thence running Southeasterly by the northeasterly boundary of said lot numbered 20 to lot #25 on said plan, thence running northeasterly by

behalf by Jessie T. Seeton its Assistant Treasurer, this Twenty-sixth day of October A.D., 1943. The Equitable Co-operative Bank. (Corporate seal)  
 Signed and sealed ) By Jessie T. Seeton Assistant Treasurer.  
 in presence of - ) COMMONWEALTH OF MASSACHUSETTS Essex, ss. Oct. 26, 1943. Then personally appeared the above named Jessie T. Seeton and acknowledged the foregoing instrument to be the free act and deed of the said Equitable Co-operative Bank, before me,

Elizabeth R. Paul Notary Public.

Essex ss. Received Oct. 27, 1943. 30 a. past 1 P.M. Recorded and Examined.

Cunningham  
 et ux  
 to  
 Snow

We, Joseph F. Cunningham and Mary V. Cunningham, husband and wife, respectively, as tenants by the entirety, both of Saugus, Essex County, Massachusetts, for consideration paid, grant to William R. Snow of Saugus with QUITCLAIM COVENANTS the land in SAUGUS together with the buildings thereon, bounded and described as follows: Northeasterly by land now or late of Griswold, one hundred and 41/100 (100.41) feet; Southeasterly by Henry Street Seventy-three and 15/100 (73.15) feet; Southwesterly by Lot 74 on plan hereinafter mentioned ninety-five and 96/100 (95.96) feet; Northwesterly by lot 76 on said plan about 34 feet and being lot numbered 75 on a plan of Ballard Park, Saugus, Mass., owned by William R. Snow, dated November 1923, drawn by T. A. Appleton, C. E. and recorded with Essex South District Deeds, Book of Plans 40, Plan 39. This conveyance is made subject to restrictions of record and subject to any and all encumbrances including assessments and any Taxes due, also subject to all mortgages of record, which the grantee agrees to assume and pay. For our title see Essex South District Registry of Deeds, Book 2968, Page 120. Being the same premises conveyed to the grantors herein by the grantee herein named. The consideration for this deed is less than \$100.00. WITNESS our hands and seals this 21st day of October 1943.

Joseph F. Cunningham

Morris Crosky Witness to both signatures)

Mary V. Cunningham

THE COMMONWEALTH OF MASSACHUSETTS Essex ss. October 21, 1943 Then personally appeared the above named Joseph F. Cunningham and Mary V. Cunningham and acknowledged the foregoing instrument to be their free act and deed, before me Augustus Crosky Notary Public

My commission expires Apr. 6, 1945.

Essex ss. Received Oct. 27, 1943. 45 a. past 1 P.M. Recorded and Examined.

Hammond  
 et ux et al  
 to  
 Crosby

We, Mary B. Hammond of Saugus, Essex County, Massachusetts, and James O. Harris and J. Allen Harris, both of Marblehead, Essex County, Massachusetts, for consideration paid, grant to Arthur H. Crosby of Salem in said County

with QUITCLAIM COVENANTS all our right, title and interest in and to the land in SALEM in said County situate on Pleasant Street with the buildings thereon, being shown as Lot C on "Plan of Land in Salem, Mass.", made for William T. Harney, Shea & Leary, C. E., dated October 1924, recorded with Essex South District Registry of Deeds, Book 2620, Page 258, and bounded as follows: Westerly by Pleasant Street, forty-seven (47) feet; Southerly by land now or late of Pierson, forty-five (45) feet; Easterly by Lot B on said plan, thirty-nine and five tenths (39.5) feet; Northerly by Lot A on said plan, forty (40) feet. Containing 1849 square feet more or less. Being the same premises conveyed to Albert Pierce and Nellie B. Pierce by deed dated November 29, 1924, recorded with Essex South District Deeds, Book 2620, Page 258. For further reference to title see Essex Probate Records Estate of Albert Pierce and Estate of Nellie B. Pierce. Said premises are conveyed subject to a mortgage to the Salem Co-operative Bank dated July 29, 1929, recorded with Essex South District Deeds, Book 2814, Page 35. Said premises are also conveyed subject to any taxes which may be due to the City of Salem and any other municipal liens. I, Clinton Hammond, husband of Mary B. Hammond, Alice S. Harris, wife of James O. Harris, and Alice P. Harris, wife of J. Allen Harris, said grantors, release to said grantee all rights of tenancy by the curtesy dower and homestead and other interests therein. WITNESS our hands and seals this twenty-fifth day of October 1943.

Mary B. Hammond

Alice P. Harris

Clinton Hammond

James O. Harris

Alice S. Harris

THE COMMONWEALTH OF MASSA- )

J. Allen Harris

CHESUTTS Essex ss. October 25 1943 Then personally appeared the above named Mary B. Hammond and acknowledged the foregoing instrument to be her free act and deed, before me Raymond H. Trefry Notary Public

My commission expires June 30 1950

Essex ss. Received Oct. 28, 1943. 22 a. past 12 P.M. Recorded and Examined.

KNOW ALL MEN BY THESE PRESENTS that I, John B. Norton, of Ipswich, Essex County, Massachusetts being married, for consideration paid, grant to Ipswich Co-operative Bank, situated in Ipswich, Essex County, Massachusetts, with MORTGAGE COVENANTS, to secure the payment of seven hundred and fifty dollars, and interest and fines as provided in one note of even date the land in or near Linebrook Road in IPSWICH, Essex County, Massachusetts, viz: First: A certain parcel of land with the buildings thereon situate on the Northerly side of Linebrook Road in said IPSWICH and bounded as follows, to wit: Beginning at the Southwesterly corner at a stake by Linebrook

Norton

to

Ipswich  
Co-op. Bk.

Discharge.  
8 3317 315

COMMONWEALTH OF MASSACHUSETTS ) Harry G. Phillips  
 Essex, ss. September 6, A. D., 1946. Then personally appeared the above  
 named Harry G. Phillips and acknowledged the foregoing instrument to be  
 his free act and deed, before me,  
 Ernest Foss Justice of the Peace  
 Essex ss. Received Sept. 13, 1946. 8 a. past 3 P.M. Recorded and Examined.

The Salem Co-operative Bank, the mortgagee within named hereby acknow-  
 ledges satisfaction of this mortgage. IN WITNESS WHEREOF the said Salem  
 Co-operative Bank has caused its corporate seal to be hereto affixed and  
 these presents to be signed, acknowledged, and delivered in its name and  
 behalf by Winifred A. McMahon its Assistant Treasurer, this thirteenth  
 day of September, A. D., 1946.

COMMONWEALTH OF ) Salem Co-operative Bank (Corporate seal)  
 MASSACHUSETTS ) By Winifred A. McMahon Assistant Treasurer  
 Essex, ss. Salem, September 13, 1946. Then personally appeared the above-  
 named Winifred A. McMahon, and acknowledged the foregoing instrument to  
 be the free act and deed of the Salem Co-operative Bank, before me,  
 Wm. D. Chapple Notary Public Approved W. W. Brouillette Director  
 Essex ss. Received Sept. 13, 1946. 15 a. past 3 P.M. Recorded and Examined.

I, Arthur H. Crosby of Salem, Essex County, Massachusetts, being unmar-  
 ried, for consideration paid, grant to George H. Landry and Charles E.  
 Landry of said Salem, as tenants in common with QUITCLAIM COVENANTS the  
 land in said SALEM in said County situate on Pleasant Street with the  
 buildings thereon, being shown as Lot C on "Plan of Land in Salem, Mass.",  
 made for William T. Harney, Shga & Leary, C. E., dated October 1924, re-  
 corded with Essex South District Registry of Deeds, Book 2620, Page 258,  
 and bounded as follows: Westerly by Pleasant Street, forty-seven (47)  
 feet; Southerly by land now or late of Pierson, forty-five (45) feet; East-  
 erly by Lot B on said plan, thirty-nine and five tenths (39.5) feet; North-  
 erly by Lot A, on said plan, forty (40) feet. Containing 1849 square feet  
 more or less. Being the same premises conveyed to me by deed of Mary B.  
 Hammond et als dated October 25th, 1943 and recorded with Essex South Dis-  
 trict Registry of Deeds, Book 3352, Page 128. Said premises are also con-  
 veyed subject to any taxes which may be due to the City of Salem and any  
 other municipal liens. WITNESS my hand and seal this thirtieth day of  
 August 1946.

Joseph B. Harrington )  
 THE COMMONWEALTH OF MASSACHU-  
 SETTS Essex ss. August 30, 1946. Then personally appeared the above named

Discharge  
 Salem  
 Co-op. Bk.  
 On Back M. Deed  
 Rec. B. 2814  
 P. 35

Crosby  
 to  
 Landry et al  
 Two \$1.00.50  
 Two .10 & One .05  
 R. Stamps  
 Documentary  
 Canceled

Arthur H. Crosby and acknowledged the foregoing instrument to be his free act and deed, before me Joseph B. Harrington Notary Public  
 My commission expires Mar. 1, 1951  
 Essex ss. Received Sept. 13, 1946. 15 m. past 3 P.M. Recorded and Examined.

Landry et al  
 to  
 Neunkeag Trust  
 Company, Salem

*Discharge*  
 A. #279 P. 323

George H. Landry of Beverly, Essex County, Commonwealth of Massachusetts and Charles E. Landry of Salem in said County, for consideration paid, grant to Neunkeag Trust Company of Salem, a banking corporation, duly organized according to law and having its usual place of business in said Salem with MORTGAGE COVENANTS, to secure the payment of Two Thousand Dollars in one year with five per centum interest per annum payable quarterly as provided in our note of even date, the land in said SALEM being lot "C" as shown on plan recorded with Essex South District Registry, Book 2620, Page 258, bounded and described as follows: Westerly by Pleasant Street, 47 feet; Southerly by land now or late of Pierson, 45 feet; Easterly by Lot B on said plan, 35.5 feet; Northerly by Lot A on said plan, 40 feet. Containing approximately 1849 square feet. See deed from Arthur H. Crosby, to be recorded herewith. This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale. Elsie S. Landry, wife of George H. Landry and Janet M. Landry, wife of Charles E. Landry, said mortgagors, release to the mortgagee all rights of dower and homestead and other interests in the mortgaged premises. WITNESS our hands and seals this thirteenth day of September 1946.

THE COMMONWEALTH	)	Charles E. Landry
OF MASSACHUSETTS	)	George H. Landry
Essex, ss. September	)	Janet M. Landry
	)	Elsie S. Landry

13th, 1946. Then personally appeared the above named George H. Landry and acknowledged the foregoing instrument to be his free act and deed, before me, Wm. D. Chapple Notary Public  
 Essex ss. Received Sept. 13, 1946. 15 m. past 3 P.M. Recorded and Examined

Discharge  
 Danvers Sav.Bk.

Danvers Savings Bank holder of a mortgage from Mildred L. McGinley to Danvers Savings Bank dated November 1, 1928 recorded with Essex South District Registry of Deeds Book 2787, Page 235 acknowledges satisfaction of the same. IN WITNESS WHEREOF the said Danvers Savings Bank has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Herman C. Gordon its President this 12th day of September A. D. 1946. Danvers Savings Bank (Corporate seal)  
 THE COMMONWEALTH ) By Herman C. Gordon President

BK6876 PG040

We, George H. Landry, (of 6 Crescent Avenue, Beverly, Massachusetts), and Charles E. Landry, (of 16 Clifton Avenue, Beverly, Massachusetts),

of

County: ~~Massachusetts~~

in consideration of One Hundred Thirty-Five Thousand (\$135,000.00) Dollars

grant to Gerard A. Arcari

Manchester, Massachusetts  
with quitclaim covenants

of 46 Forster Road,

the land in Salem, Essex County, Massachusetts bounded and described  
as follows:

PARCEL 1:

The land with the buildings thereon situated on Pleasant Street, Salem, Massachusetts bounded westerly on Pleasant Street, forty-three and 54/100 (43.54) feet; Northerly on land now or formerly of Andrews in two courses, fifty-two and 77/100 (52.77) feet; Easterly on land now or formerly of Andrews in two courses, forty-eight and 24/100 (48.24) feet and Southerly by Lot B on plan of Land in Salem, Mass. June 1923, T. A. Appleton, C. E. recorded with deed of Ellen E. Neary to Josephine K. Kirby recorded in Book 2555, Page 225, sixty-seven and 45/100 (67.45) feet. Together with a right of way two (2) feet wide and extending from Pleasant Street forty-eight and 25/100 (48.25) feet and subject to a right of way in favor of Lot B two (2) feet wide and extending forty-eight and 25/100 (48.25) feet from Pleasant Street. The parcel conveyed is shown as Lot A on said plan. Also all my right, title and interest in the triangular piece adjoining the northerly corner of Lot A and shown on said plan.

Being the same premises conveyed to us by deed of Ellen E. Neary dated June 20, 1956 recorded with Essex South District Registry of Deeds at Book 4279, Page 324.

3-5-7 Pleasant Street  
Salem, Massachusetts

PARCEL 2:

the land in said Salem in said County situate on Pleasant Street with the buildings thereon, being shown as Lot C on "Plan of Land in Salem, Mass.", made for William T. Harney, Shea & Leary, C.E., dated October 1924, recorded with Essex South District Registry of Deeds, Book 2620, Page 258, and bounded as follows: Westerly by Pleasant Street, forty-seven (47) feet; Southerly by land now or late of Pierson, forty-five (45) feet; Easterly by Lot B on said plan, thirty-nine and five tenths (39.5) feet; Northerly by Lot A, on said plan, forty (40) feet. Containing 1849 square feet more or less.

Being the same premises conveyed to us by deed of Arthur H. Crosby dated August 30, 1946 recorded with Essex South District Registry of Deeds at Book 3480, Page 37.

Executed as a sealed instrument this 19th day of October, 1981

Arthur B. Smith  
& Both  
George H. Landry  
Charles E. Landry

The Commonwealth of Massachusetts

ESSEX, m. October 19th 1981

Then personally appeared the above named George H. Landry and Charles E. Landry

and acknowledged the foregoing instrument to be their free act and deed

Arthur B. Smith  
Before me, Arthur B. Smith Notary Public  
My commission expires 8/20/ 19 87



ESSEX SS RECORDED Oct 23, 1981 34 M. PAST 12 A.M. INST #136

25-2A

Gerard A. Arcari  
of Manchester, Essex

County, Massachusetts

being married, for consideration paid, and in full consideration of \*NOMINAL\*

grant to Josephine Russo of North Andover, Massachusetts, and  
Constance M. Russo of Manchester, Massachusetts, Trustees of  
J-5 Pleasant Street Realty Trust u/d/t dated August 26, 1986 and  
recorded Essex South District Registry of Deeds hereon  
the land (xx)

[Description and encumbrances, if any]

PARCEL 1:

The land with buildings thereon situated on Pleasant Street, Salem, Massachusetts, bounded as follows:

- WESTERLY on Pleasant Street, forty-three and 54/100 (43.54) feet;
- NORTHERLY on land now or formerly of Andrews in two courses, fifty-two and 77/100 (52.77) feet;
- EASTERLY on land now or formerly of Andrews in two courses, forty-eight and 24/100 (48.24) feet; and
- SOUTHERLY by Lot B on Plan of Land in Salem, Mass. June 1983, T.A. Appleton, C.E. recorded with deed of Ellen E. Neary to Josephine K. Kirby recorded in Book 2555, Page 225, sixty-seven and 45/100 (67.45) feet.

Together with a right of way two (2) feet wide and extending from Pleasant Street forty-eight and 25/100 (48.25) feet and subject to a right of way in favor of Lot B two (2) feet wide and extending forty-eight and 25/100 (48.25) feet from Pleasant Street. The parcel conveyed is shown as Lot A on said plan. Also all my right, title and interest in the triangular piece adjoining the northerly corner of Lot A and shown on said plan.

Subject to encumbrances of record.

Being the same premises conveyed to me by deed of George H. Landry and Charles E. Landry dated October 19, 1981 and recorded Essex South District Registry of Deeds Book 6876, Page 848.

PARCEL 2:

The land in said Salem in said County situate on Pleasant Street with the buildings thereon, being shown as Lot C on "Plan of Land in Salem, Mass.," made for William T. Marney, Shea & Leary, C.E., dated October 1924, recorded with Essex South District Registry of Deeds, Book 2628, Page 258, bounded as follows:

- WESTERLY by Pleasant Street, forty-seven (47) feet;
- SOUTHERLY by land now or late of Pierson, forty-five (45) feet;
- EASTERLY by Lot B on said plan, thirty-nine and five tenths (39.5) feet;
- NORTHERLY by Lot A, on said plan, forty (40) feet.

Containing 1849 square feet more or less. Subject to encumbrances of record.

Being the same premises conveyed to me by deed of George H. Landry and Charles E. Landry dated October 19, 1981 and recorded Essex South District Registry of Deeds Book 6876, Page 848.

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

LOCUS: 3-5-7 Pleasant Street, Salem, Massachusetts

1986 AUG 26 PM 2:14

000519



BOOK 8473-562

3-5 PLEASANT STREET REALTY TRUST

Declaration of Trust

11-1A

I. The undersigned, Josephine Russo of North Andover, Massachusetts, and Constance M. Russo of Manchester, Massachusetts, hereby DECLARE that they and their successors in trust will hold any and all property that may be transferred to them as Trustees hereunder for the sole benefit of the persons hereinafter called the Beneficiaries, who are set forth in a Schedule of Beneficial Interests signed by the Trustees and the Beneficiaries in the proportions therein set forth. The business of the Trust shall be conducted and transacted under the name 3-5 PLEASANT STREET REALTY TRUST.

II. The Trustees shall hold the principal of this Trust and receive the income therefrom for the benefit of the Beneficiaries, and shall pay over the principal and income pursuant to the directions of the Beneficiaries, and without such direction shall pay the income to the Beneficiaries in proportion to their respective interests at least annually. The Trustees shall have full power and authority to borrow money and to sell, mortgage or otherwise dispose of all or any part of the trust property and to lease all or any part thereof by one or more leases for a term or terms which may extend beyond the date of any possible termination of the Trust; to grant or acquire rights or easements and enter into agreements or arrangements with respect to the trust property; and to acquire property and leasehold interests in property; and to demolish, renovate, construct and

1986 AUG 26 PM 2:14

000518

reconstruct buildings on the trust property; all as may be directed by all of the Beneficiaries, provided that the Trustees shall not be required to take any action so directed which will, in the opinion of the Trustees, involve them in any personal liability unless first indemnified to the satisfaction of the Trustees.

III. The Trust may be terminated at any time by the Beneficiaries or any one of them, by notice in writing to the Trustees or by the Trustees, provided, however, that any such notice of termination shall be duly recorded in Essex South District Registry of Deeds, Salem, Massachusetts, the "place of recording" and the Trust shall terminate, in any event, twenty (20) years after the death of the last survivor of the Trustees hereinabove named. In case of any such termination, the Trustees shall transfer and convey the entire trust estate, subject to any leases, mortgages, contracts or other encumbrances on the trust estate, to the Beneficiaries as tenants in common in proportion to their respective interests.

IV. Any Trustee hereunder may resign by written instrument signed and acknowledged by such Trustee and recorded in the place of recording. Succeeding or additional Trustees may be appointed or any Trustee removed by any instrument or instruments or a certificate by any Trustee naming the Trustee or Trustees appointed or removed, and in the case of any appointment the acceptance in writing by the Trustee or Trustees

appointed, shall be so recorded. Upon the appointment of any succeeding Trustee, the title to the trust estate shall thereupon and without the necessity of any conveyance be vested in said succeeding Trustee jointly with the remaining Trustee or Trustees, if any. Any succeeding Trustee shall have all the rights, powers, authority and privileges as if named as an original Trustee hereunder. No Trustee shall be required to furnish bond. This Declaration of Trust may be amended from time to time by an instrument in writing signed by the then Trustees hereunder and by all of the Beneficiaries and acknowledged by one or more of them, provided in each case that the instrument of amendment or a certificate by any Trustee setting forth the terms of such amendment shall be so recorded.

V. Any one Trustee may exercise the power of all Trustees hereunder. The Trustees for the time being hereunder shall not be liable for any error of judgment nor for any loss arising out of any act or omission in the execution of the Trust so long as they act in good faith, but shall be responsible only for their own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustees, and the Trustees shall have full power and authority to execute all deeds and other instruments necessary or proper to carry such transactions into effect. No purchaser or lender shall be under any liability to see to the application of the purchase money or of any money or property loaned or delivered to the

Trustees or to see that the terms and conditions of this Trust have been complied with. Every instrument executed by any one person who, according to the records in said place of recording, appears to be a Trustee hereunder shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of delivery thereof the Trust was in full force and effect and that the Trustees were duly directed by the Beneficiaries to execute and deliver the same. Any person dealing with the trust property or the Trustees may always rely on the certificate signed by a person appearing from the aforesaid records in said place of recording to be a Trustee hereunder as to whether or not this Declaration of Trust has been terminated, as to who are the Beneficiaries hereunder, or as to the existence or nonexistence of any facts which constitute conditions precedent to acts by the Trustee or are in any other manner germane to the affairs of the Trust.

WITNESS, the execution hereof under seal in duplicate by the Trustees hereunder this 26<sup>th</sup> day of August 1986.

Josephine Russo  
Josephine Russo, Trustee  
3-5 Pleasant Street Realty Trust

Constance M. Russo  
Constance M. Russo, Trustee  
3-5 Pleasant Street Realty Trust

25

2002070200763 Bk:18900 Pg:222  
07/02/2002 14:38:00 DEED Pg 1/2

**QUITCLAIM DEED**

**WE**, Josephine Russo, Trustee, of North Andover, MA, and Constance M. Russo, Trustee, of Gloucester, MA, both as Trustees of 3-5 Pleasant Street Realty Trust u/d/t dated August 26, 1986 and recorded at Essex South District Registry of Deeds at Book 8473, Page 562

in consideration of nominal consideration the receipt and sufficiency of which are hereby acknowledged

**GRANT WITH QUITCLAIM COVENANTS** to Gerard A. Arcari and Constance R. Arcari, both as Trustees of Bidjar Realty Trust u/d/t dated July 1, 2002, and recorded herewith, both being of 3-5 Pleasant Street, Salem, MA, the land and buildings thereon, further bounded and described as follows:

**Parcel 1:**

The land with buildings thereon situated on Pleasant Street, Salem, Massachusetts, bounded as follows:

- Westerly** on Pleasant Street, forty-three and 54/100 (43.54) feet;
- Northerly** on land now or formerly of Andrews in two courses, fifty-two and 77/100 (52.77) feet;
- Easterly** on land now or formerly of Andrews in two courses, forty-eight and 24/100 (48.24) feet; and
- Southerly** by Lot B on Plan of Land in Salem, Mass. June 1983, T.A. Appleton, C.E. recorded with deed of Ellen E. Neary to Josephine K. Kirby recorded in Book 2555, Page 225, sixty-seven and 45/100 (67.45) feet.

Together with a right of way two (2) feet wide and extending from Pleasant Street forty-eight and 25/100 (48.25) feet and subject to a right of way in favor of Lot B two (2) feet wide and extending forty-eight and 25/100 (48.25) feet from Pleasant Street. The parcel conveyed is shown as Lot A on said plan. Also all right, title and interest in the triangular piece adjoining the northerly corner of Lot A and shown on said plan.

Premises: 3-5 Pleasant Street, Salem, MA 01970

Box 82  
WFO

**Parcel 2:**

The land in said Salem, in said County situated on Pleasant Street with the buildings thereon, being shown as Lot C on "Plan of Land in Salem, Mass.," made for William T. Harney, Shea & Leary, C.E., dated October 1924, recorded with Essex South District Registry of Deeds, Book 2620, Page 258, bounded as follows:

**Westerly** by Pleasant Street, forty-seven (47) feet;

**Southerly** by land now or late of Pierson, forty-five (45) feet;

**Easterly** by Lot B on said plan, thirty-nine and five tenths (39.5) feet;

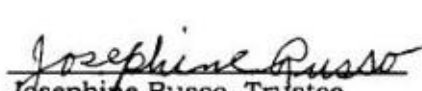
**Northerly** by Lot A, on said plan, forty (40) feet.

Containing 1849 square feet more or less.

Meaning and intending to convey the same premises deeded to us by deed of Gerard A. Arcari dated August 26, 1986, recorded at Essex South District Registry at Book 8473, Page 567.

Subject to all mortgages and liens of record.

**WITNESS** our hands and seals on July 1, 2002.


  
Josephine Russo, Trustee

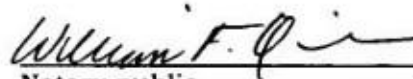
  
Constance M. Russo, Trustee

**COMMONWEALTH OF MASSACHUSETTS**

Essex, ss.

July 1, 2002

Then personally appeared the above named   
Constance M. Russo and acknowledged the foregoing instrument to be their free act and deed before me

  
Notary public  
My commission expires:

Return to: Box 82  
WFQ

Arcari Trust Deed

4  
12.

DECLARATION OF TRUST  
ESTABLISHING  
BIDJAR REALTY TRUST

Gerard A. Arcari and Constance R. Arcari of Gloucester, MA ("Trustee"/"Trustees"), hereby declare that Ten (10) Dollars is held in trust hereunder and any and all additional property and interest in property, real and personal, that may be acquired hereunder (the "Trust Estate") shall be held in trust, solely as nominee, for the sole benefit of the individuals or entities listed in the Schedule of Beneficiaries in the proportions stated in said Schedule, which Schedule has this day been executed by the Beneficiaries and filed with the Trustees with receipt acknowledged by at least one Trustee (hereafter, as it may be amended, "Schedule of Beneficiaries").

SECTION ONE  
Name and Purpose

1.1 This Trust shall be known as Bidjar Realty Trust and is intended to be a nominee trust, so-called, for federal and state income tax purposes and to hold the record legal title to the Trust Estate and perform such functions as are necessarily incidental thereto.

SECTION TWO  
Trustee/Trustees

2.1 In the event that there are two Trustees, ANY ONE TRUSTEE may execute any and all instruments and certificates necessary to carry out the provisions of the Trust. In the event there are more than two Trustees, ANY TWO TRUSTEES, except as otherwise provided in Paragraph 7.2, may execute such instruments and certificates necessary to carry out the provisions of the Trust.

2.2 No Trustee shall be required to furnish bond. No Trustee hereunder shall be liable for any action taken at the direction of the Beneficiaries, nor for any error of judgment nor for any loss arising out of any act or omission in the execution of the Trust so long as acting in good faith, but shall be responsible only for his or her own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustees. No purchaser, transferee, pledgee, mortgagee or other lender shall be under any liability to see to the application of the purchase money or of any money or property loaned or delivered to any Trustee or to see that the terms

*Box 82/WFQ*

and conditions of this Trust have been complied with. Every agreement, lease, deed, mortgage, note or other instrument or document executed or action taken by the person or persons appearing from the records of the Registry of Deeds to be Trustees, as required by paragraph 2.1, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof or of the taking of such action this Trust was in full force and effect, that the execution and delivery thereof or taking of such action was duly authorized, empowered and directed by the Beneficiaries.

2.3 Any person dealing with the Trust Estate or the Trustees may always rely without further inquiry on a certificate signed by the person or persons appearing from the records of the Registry of Deeds to be Trustees, as required by Paragraph 2.1, as to who are the Trustees or the Beneficiaries hereunder or as to the authority of the Trustees to act or as to the existence or nonexistence of any fact or facts which constitute conditions precedent to action by the Trustees or which are in any other manner germane to the affairs of the Trust. Execution, delivery or recording of such certificate shall not be a condition precedent to the validity of any transaction of the Trust.

### SECTION THREE Beneficiaries

3.1 The term "Beneficiaries" shall mean the persons and entities listed as Beneficiaries in the Schedule of Beneficiaries and in such revised Schedules of Beneficiaries, from time to time hereafter executed and delivered as provided above and the respective interests of the Beneficiaries shall be as therein stated.

3.2 Decisions made and actions taken hereunder (including without limitation, amendment of this Trust; appointment and removal of Trustees; directions and notices to Trustees; and execution of documents) shall be made or taken, as the case may be, by all of the Beneficiaries.

3.3 Any Trustee may without impropriety become a Beneficiary hereunder and exercise all rights of a Beneficiary with the same effect as though he or she or it were not a Trustee. The parties hereunder recognize that if a sole Trustee and a sole Beneficiary are one and the same person, legal and equitable title hereunder shall merge as a matter of law.



**SECTION FOUR**  
**Powers of Trustees**

4.1 The Trustees shall hold the principal of this Trust and receive the income therefrom for the benefit of the Beneficiaries, and shall pay over the principal and income pursuant to the direction of all of the Beneficiaries and without such direction shall pay the income to the Beneficiaries in proportion to their respective interests.

4.2 Except as hereinafter provided in case of the termination of this Trust, the Trustees shall have no power to deal in or with the Trust Estate except as directed by all of the Beneficiaries. When, as, if and to the extent specifically directed by all of the Beneficiaries, the Trustees shall have the following powers:

- 4.2.1 to buy, sell, convey, assign, mortgage or otherwise dispose of all or any part of the Trust Estate and as landlord or tenant execute and deliver leases and subleases;
- 4.2.2 to execute and deliver notes for borrowing for the Beneficiaries;
- 4.2.3 to grant easements or acquire rights or easements and enter into agreements and arrangements with respect to the Trust Estate;
- 4.2.4 to endorse and deposit checks in an account for the benefit of the Beneficiaries;
- 4.2.5 to maintain bank accounts in the name of the Trust or the Beneficiaries, but the Trustees shall indemnify and save harmless the Beneficiaries from any liability resulting because of accounts maintained in the name of the Trust, including taxes and accounting expenses.

Any and all instruments executed pursuant to such direction may create obligations extending over any periods of time, including periods extending beyond the date of any possible termination of the Trust. A direction to the Trustees by the Beneficiaries may be by a Durable Power of Attorney.

4.3 Notwithstanding any provisions contained herein, no Trustee shall be required to take any action that will, in the opinion of such Trustee, involve the Trustee in any personal liability unless first satisfactorily indemnified.

4.4 Any persons extending credit to, contracting with or having any claim against the Trustees shall look only to the funds and property of this Trust for payment of any contract, or claim, or for the payment of any debt, damage, judgment, or decree, or for any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the Beneficiaries shall be personally liable therefor. If any Trustee shall at any time for any reason (other than for willful breach of trust) be held to be under any personal liability as such Trustee, then such Trustee shall be held harmless and indemnified by the Beneficiaries, jointly and severally, against all loss, costs, damage, or expense by reason of such liability.

#### SECTION FIVE Termination

5.1 This Trust may be terminated at any time by notice in writing from any Beneficiary, provided that such termination shall be effective only when a certificate thereof signed by the Trustees, shall be recorded with the Registry of Deeds. Notwithstanding any other provision of this Declaration of Trust, this Trust shall terminate in any event NINETY (90) years from the date hereof, if not earlier terminated by action of a Beneficiary.

5.2 In the case of any termination of the Trust, the Trustees shall transfer and convey the specific assets constituting the Trust Estate, subject to any leases, mortgages, contracts or other encumbrances on the Trust Estate, to the Beneficiaries as tenants in common in proportion to their respective interests hereunder, or as otherwise directed by all of the Beneficiaries, provided, however, the Trustees may retain such portion thereof as is in their opinion necessary to discharge any expense or liability, determined or contingent, of the Trust.

#### SECTION SIX Amendments

6.1 This Declaration of Trust may be amended from time to time by an instrument in writing signed by all of the Beneficiaries and delivered to the Trustees, provided in each case that the amendment shall not become effective until the instrument of amendment or a certificate setting forth the terms of such amendment, signed by the Trustee/Trustees, is recorded with the Registry of Deeds.

**SECTION SEVEN**  
Resignation and Successor Trustee

7.1 Any Trustee hereunder may resign at any time by an instrument in writing signed and acknowledged by such Trustee and delivered to all remaining Trustees and to each Beneficiary. Such resignation shall take effect on the later of the date specified therein or the date of the recording of such instrument with the Registry of Deeds.

7.2 Succeeding or additional Trustees may be appointed or any Trustee may be removed by an instrument or instruments in writing signed by all of the Beneficiaries, provided in each case that a certificate signed by ANY TRUSTEE naming the Trustee or Trustees appointed or removed and, in the case of an appointment, the acceptance in writing by the Trustee or Trustees appointed, shall be recorded in the Registry of Deeds. Upon the recording of such instrument, the legal title to the Trust Estate shall, without the necessity of any conveyance, be vested in said succeeding or additional Trustee or Trustees, with all the rights, powers, authority and privileges as if named as an original Trustee hereunder.

7.3 In the event that there is no Trustee, either through the death or resignation of a sole Trustee without prior appointment of a successor Trustee or for any other cause, a person purporting to be a successor Trustee hereunder may record in the Registry of Deeds an affidavit, under pains and penalties of perjury, stating that he or she has been appointed by all of the Beneficiaries a successor Trustee. Such affidavit when recorded together with an attorney's certificate under M.G.L. c. 183 Section 5B, stating that such attorney has knowledge of the affairs of the Trust and that the person signing the affidavit has been appointed a Trustee by all of the Beneficiaries, shall have the same force and effect as if the certificate of a Trustee or Trustees required or permitted hereunder had been recorded and persons dealing with the Trust or Trust Estate may always rely without further inquiry upon such an affidavit as so executed and recorded as to the matters stated herein.

**SECTION EIGHT**  
Governing Law

8.1 This Declaration of Trust shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

SECTION NINE  
Registry of Deeds

9.1 The term "Registry of Deeds" shall mean the Registry of Deeds or Registry District of the Land Court for the district in the Commonwealth of Massachusetts in which the real estate that is the subject of this Trust is located, and in which this Declaration of Trust is recorded or registered.

Executed as a sealed instrument this 1st day of July, 2002.

  
Gerard A. Arcari

  
Constance R. Arcari

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

July 1, 2002

Then personally appeared the above-named Gerard A. Arcari and Constance R. Arcari and acknowledged the foregoing instrument to be their free act and deed, before me

  
William F. Quinn, Notary Public

My Commission expires: 9/9/05

E3  
125

AK-4

  
2009022700332 Bk:28360 Pg:503  
02/27/2009 12:24 DEED Pg 1/3

MASSACHUSETTS EXCISE TAX  
Southern Essex District ROD  
Date: 02/27/2009 12:24 PM  
ID: 689854 Doc# 20090227003320  
Fee: \$2,166.00 Cons: \$475,000.00

**DEED**

We, Gerard A. Arcari and Constance R. Arcari, Trustees of Bidjar Realty Trust u/d/t dated July 1, 2002 and recorded with Essex South District Registry of Deeds in Book 18900, Page 212,

for consideration paid, and in full consideration of Four Hundred Seventy Five Thousand and 00/100 (\$475,000.00) Dollars

grant to Twelvetone LLC, a Massachusetts limited liability company with a mailing address of 3 Devereux Terrace, Marblehead, Massachusetts, with **QUITCLAIM COVENANTS** the following described premises:

The land and buildings thereon, further bounded and described as follows:

- NORTHWESTERLY by Bridge Street, fourteen (14) feet;
- WESTERLY by Pleasant Street, forty-eight and 5/10 (48.5) feet;
- SOUTHERLY by Lot C on a plan hereinafter referred to, forty (40) feet;
- SOUTHEASTERLY by Lot B on said plan, twenty-eight (28) feet;
- NORTHEASTERLY by Webb Street, sixty and 85/100 (60.85) feet.

Containing 2909 square feet more or less, and being shown as Lot A on Plan of Land, Salem, Mass., made for John W. Rafter, Shay & Leary, G.E., October 1924 recorded at Essex South District Registry of Deeds Book 2620, Page 258.

For Grantor's title see deed dated July 1, 2002 and recorded at Essex South District Registry of Deeds, Book 18900, Page 219

Premises Conveyed: 1 Pleasant Street, Salem, Massachusetts 01970

ALSO, the land and buildings thereon, further bounded and described as follows:

RONAN, SEGAL & HARRINGTON  
59 FEDERAL STREET  
SALEM, MA 01970

Parcel 1:

The land with buildings thereon situated on Pleasant Street, Salem, Massachusetts, bounded and described as follows:

WESTERLY	on Pleasant Street, forty-three and 54/100 (43.54) feet;
NORTHERLY	on land now or formerly of Andrews in two courses, fifty-two and 77/100 (52.77) feet
EASTERLY	on land now or formerly of Andrews in two courses, forty-eight and 24/100 (48.24) feet; and
SOUTHERLY	by Lot B on Plan of Land in Salem, Mass., June 1983, T.A. Appleton, C.E. recorded with deed of Ellen E. Neary to Josephine K. Kirby recorded in Book 2555, Page 225, sixty-seven and 45/100 (67.45) feet.

Together with a right of way two (2) feet wide and extending from Pleasant Street forty-eight and 25/100 (48.25) feet and subject to a right of way in favor of Lot B two (2) feet wide and extending forty-eight and 25/100 (48.25) feet from Pleasant Street. The parcel conveyed is shown as Lot A on said plan. Also all right, title and interest in the triangular piece adjoining the northerly corner of Lot A and shown on said plan.

Parcel 2:

The land in said Salem, in said County situated on Pleasant Street with the buildings thereon being shown as Lot C on "Plan of Land in Salem, Mass." made for William T. Harney, Shea & Leary, C.E., dated October, 1924, recorded with Essex South District Registry of Deeds, Book 2620, Page 258, bounded as follows:

WESTERLY	by Pleasant Street, forty-seven (47) feet;
SOUTHERLY	by land now or late of Pierson, forty-five (45) feet;
EASTERLY	by Lot B on said plan, thirty-nine and five tenths (39.5) feet;
NORTHERLY	by Lot A, on said plan, forty (40) feet.

Containing 1849 square feet more or less.

For Grantors title see deed dated July 1, 2002 and recorded with Essex South District Registry of Deeds in Book 18900, Page 222.

Premises Conveyed: 3-5 Pleasant Street, Salem, Massachusetts 01970

EXECUTED under seal this 27 day of Feb., 2009.


  
Gerard A. Arcari, Trustee

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss. Feb. 28, 2009

On this 27 day of Feb, 2009, before me, the undersigned notary public, personally appeared Gerard A. Arcari, Trustee, proved to me through satisfactory evidence of identification, which was his Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



  
Notary Public  
My commission expires: 8/12/2012

EXECUTED under seal this 10<sup>th</sup> day of Feb, 2009.

  
Constance R. Arcari, Trustee

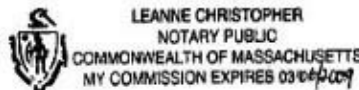
COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss. February 10, 2009

On this 10<sup>th</sup> day of Feb, 2009, before me, the undersigned notary public, personally appeared Constance R. Arcari, Trustee, proved to me through satisfactory evidence of identification, which was her Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

  
Notary Public  
My commission expires:

Return to: Steven Spungin  
3 Devereux Terrace  
Marblehead, MA 01945





SO.ESSEX #350 Bk:38279 Pg:501  
 02/21/2020 03:40 PM DEED Pg 1/3  
 eRecorded

MASSACHUSETTS EXCISE TAX  
 Southern Essex District ROD  
 Date: 02/21/2020 03:40 PM  
 ID: 1346590 Doc# 20200221003500  
 Fee: \$3,415.44 Cons: \$749,000.00

**QUITCLAIM DEED**

Twelvetone LLC, a Massachusetts limited liability company having a principal place of business at 20 Whittier Road, Marblehead, Massachusetts,

for consideration paid and in full consideration of Seven Hundred Forty Nine Thousand and 00/100 (\$749,000.00) Dollars,

grant to 3 Pleasant Street LLC, a Massachusetts limited liability company with a principal place of business at 866 Hale Street, Beverly, Massachusetts,

with QUITCLAIM COVENANTS,

the land and the buildings thereon, further bounded and described as follows:

Parcel 1:

The land with buildings thereon situated on Pleasant Street, Salem, Massachusetts, bounded and described as follows:

- WESTERLY on Pleasant Street, forty-three and 54/100 (43.54) feet;
- NORTHERLY on land now or formerly of Andrews in two courses, fifty-two and 77/100 (52.77) feet;
- EASTERLY on land now or formerly of Andrews in two courses, forty-eight and 24/100 (48.24) feet; and
- SOUTHERLY by Lot B on Plan of Land in Salem, Mass., June, 1983, T.A. Appleton, C.E., recorded with deed of Ellen E. Neary to Josephine K. Kirby recorded in Book 2555, Page 225, sixty-seven and 45/100 (67.45) feet.

Together with a right of way two (2) feet wide and extending from Pleasant Street forty-eight and 25/100 (48.25) feet and subject to a right of way in favor of Lot B two (2) feet wide and

Property Address: 3 Pleasant Street, Salem, MA 01970



extending forty-eight and 25/100 (48.25) feet from Pleasant Street. The parcel conveyed is shown as Lot A on said plan. Also, all right, title and interest in the triangular piece adjoining the northerly corner of Lot A and shown on said plan.

Parcel 2:

The land in said Salem, in said County situated on Pleasant Street with the buildings thereon being shown as Lot C on "Plan of Land in Salem, Mass." made for William T. Harney, Shea & Leary, C.E., dated October, 1924, recorded with Essex South District Registry of Deeds, Book 2620, Page 258, bounded as follows:

WESTERLY            by Pleasant Street, forty-seven (47) feet;  
SOUTHERLY        by land now or late of Pierson, forty-five (45) feet;  
EASTERLY          by Lot B on said plan, thirty-nine and five tenths (39.5) feet;  
NORTHERLY        by Lot A on said plan, forty (40) feet.

Containing 1849 square feet more or less.

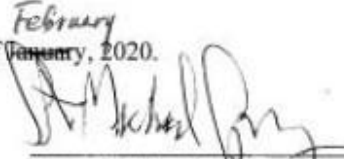
Premises are conveyed subject to and with the benefit of the easements created and reserved in the deed dated November 12, 2013 and shown on the plan filed therewith.

The Grantor states under the pains and penalties of perjury that the subject property is not homestead property.

This conveyance does not represent all or substantially all of the assets of the Grantor.

Being a portion of the Premises conveyed to the Grantor by deed dated February 27, 2009 and recorded with Essex South District Registry of Deeds in Book 28360, Page 503.

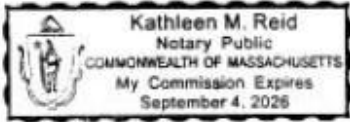
EXECUTED under seal this 12<sup>th</sup> day of ~~January~~ <sup>February</sup>, 2020.

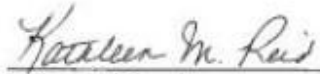
  
\_\_\_\_\_  
Steven Michael Spungin, Manager

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 12<sup>th</sup> day of ~~January~~ <sup>February</sup>, 2020, before me, the undersigned notary public, personally appeared Steven Michael Spungin, proved to me through satisfactory evidence of identification, which was his Driver's License, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose, as Manager of Twelvetone LLC.



  
\_\_\_\_\_  
Notary Public Kathleen M. Reid  
My commission expires: 9-4-26