



HISTORIC
SALEM INC

5 Gardner St.

Frank Charbonneau

Overseer of the Naumkeag Steam Cotton Co.

Built c. 1917

Originally built for Charles H. Jelly c. 1895

Destroyed in the Great Salem Fire of 1914

Researched and written by Noelle Jones

November 2021

Historic Salem, Inc

The Bowditch House

9 North Street, Salem, MA, 01970

(978) 745-0799 | HistoricSalem.org

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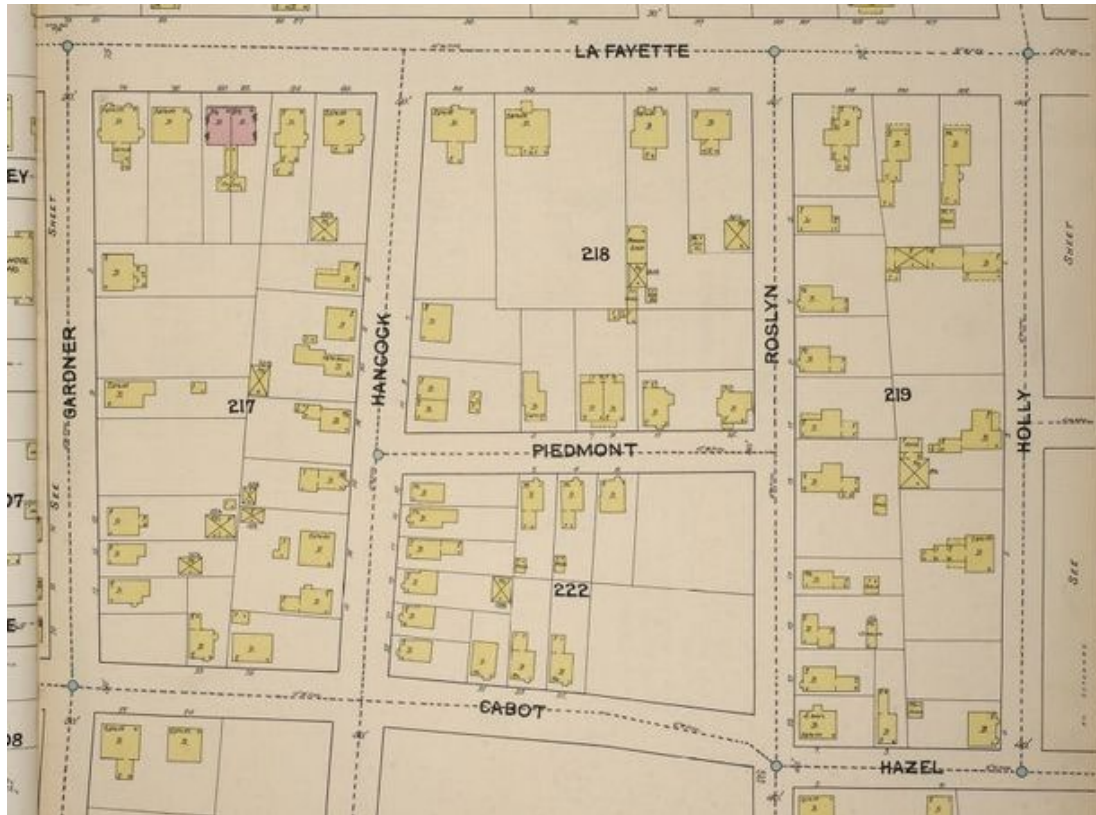
Homeowner	Date Purchased	Years of Ownership	Number of Years	Purchase Price	Documents Referenced	Notes
Charles H. Jelly	August 9, 1892	1892-1898	6 years	Consideration paid \$1	1351-56	<p>“A certain parcel of land”</p> <p>According to the 1890 Salem City Atlas, there is no building present. From 1895 on, residents are listed as living at 5 Gardner St in the Salem City Directory so this is the year that the original pre-1914 fire house must have been built.</p>
William F. M. Collins	January 19, 1898	1898	> 1 year	Consideration paid \$1	1538-379	<p>“A certain parcel of land”</p>
Catherine Jelly	January 19, 1898	1898-1915	7 years	Consideration paid \$1	1538-380	<p>“A certain piece or parcel of land”</p> <p>According to the 1914 Salem Fire Data, Catherine is listed as losing 5</p>

						Gardner St to the fire
Paul N. Chaput	July 20, 1915	1915	> 1 year	Consideration paid \$1	2302-163	"a certain parcel of land"
Frank Charbonneau	July 20, 1915	1915-1920	5 years	Consideration paid \$1	2303-84	According to the 1917 Salem City Directory, residents are listed as living at 5 Gardner St, so around this time the post-fire structure must have been rebuilt. May 6, 1919 parcel of land added, purchased from Joseph Poussard 2412-479
Elizabeth A. Hickey	June 2, 1920	1920	>1 year	Mortgage of \$3,500 held by Frank Charbonneau	2452-341	
Frank Charbonneau and Mary J Charbonneau	June 2, 1920	1920-1925	5 years	Mortgage of \$3,500 held by Frank Charbonneau	2452-341	
Elizabeth A. Hickey	April 28, 1925	1925	> 1 year	Mortgage of \$3,500 held by Frank Charbonneau	2637-370	

Frank Charbonneau Mary Jeanne Charbonneau	April 28, 1925	1925-1959	34 years	Mortgage of \$3,500 held by Frank Charbonneau	2637-371	
Harry A. Simon	May 12, 1959	1959	>1 year	Consideration paid	4614-190	
Mary Jeanne Charbonneau Willy Roy	May 12, 1959	1959-1969	10 years	Consideration paid	4614-191	
Willy Roy and Alma Roy	October 20, 1969	1969-1978	9 years	Consideration paid	5644-714	
Willy Roy and Dora C. Roy	January 16, 1978	1978-1980	2 years	Consideration paid	6437-219	
Ronald L. Wright	September, 26, 1980	1980	> 1 year	\$75,000	6742-301	
Ronald L. Wright, Trustee of B&R Associates Realty Trust	September 29, 1980	1980	>1 year	Consideration paid \$1	6747-432	Wright transfers the deed to himself as a trustee
Kathleen Hagan	September 29, 1980	1980-1983	3 years	\$80,000	7040-509	
Kathleen J. Broyer (Spofford Worth) William J. Broyer	November 7, 1983	1983-1989	6 years	\$80,000	7263-262	
Kathleen J. Broyer (Spofford Worth)	August 9, 1989	1989-1991	2 years	Consideration paid	10412-521	William grants Kathleen ownership in their divorce
Kathleen Spofford Worth and John E Worth	June 7, 1991	1991	>1 year	Consideration paid	10822-566	

John W. Worth	June 7, 1991	1991-2002	11 years	\$202,000	10822-567	
John W. Worth	November 19, 2002	2002-present	19+ years	n/a	19646-19	Master Deed - Creation of Condominiums
James Maynard and James Singletary	November 22, 2002	2002-2021	19 years	\$215,900	19668-130	Purchase of 5 Gardner St Unit 2
Kathleen Spofford Worth	December 11, 2002	2002-2010	8 years	Consideration paid \$1	19786-456	Purchase of 5 Gardner St Unit 1
Tracee M. Sprong	February 14, 2003	2003-2016	13 years	\$146,000	20175-107	Purchase of 5 Gardner St Unit 3
Bonnie Jean LeBlanc	November 26, 2010	2010-2015	5 years	Consideration paid \$1	30005-30	Purchase of 5 Gardner St Unit 1
Kathleen Spofford Worth	February 18, 2015	2015-present	6+ years	Consideration paid \$1	33858-23	Purchase of 5 Gardner St Unit 1
Thomas Shane	March 28, 2016	2016-present	5+ years	\$156,000	34802-057	Purchase of 5 Gardner St Unit 3
Jennifer Polansky	May 28, 2021	2021-present	>1 year	\$376,000	399228-377	Purchase of 5 Gardner Unit 2

Sanborn Fire Insurance Map from Salem, Essex County, Massachusetts. Sanborn Map Company, Mar, 1890. Map. https://www.loc.gov/item/sanborn03836_001/.



Easterly by the southerly line of said River Street one hundred (100) feet, to the point of beginning. Being the same premises conveyed to said Corporation by Edwin Bowley, by his deed, dated December 26th, 1883, and recorded with Essex So. Dist. Deeds, in Book 1124. leaf 134. To have and to hold the granted premises with all the privileges and appurtenances thereto belonging, to the said James H. Carleton and his heirs and assigns, to their own use and behoof forever. And said Corporation hereby for itself and its successors covenants with the grantee and his heirs and assigns, that it is lawfully seized in fee simple of the granted premises, that they are free from all incumbrances, that it has good right to sell and convey the same as aforesaid and that it will and its successors shall warrant and defend the same to the grantee and his heirs and assigns forever, against the lawful claims and demands of all persons. In witness whereof, the said Haverhill Iron Works, has caused its corporate seal to be hereto affixed, and these presents to be signed, acknowledged and delivered in its name and behalf, by Osman S. Currier, its President, and Albert G. Harding, its Treasurer, hereunto duly authorized, this sixteenth day of June, A.D. 1892. Haverhill Iron Works seal.

by Osman S. Currier, Presd. Albert G. Harding, Treas. . . .
Commonwealth of Massachusetts, Essex, ss, June 16th, 1892. Then personally appeared the above named Osman S. Currier, and Albert G. Harding, and acknowledged the foregoing instrument to be the free act and deed of the Haverhill Iron Works.

Before me, Mellen A. Pingree, Justice of the Peace.
Essex, ss, Aug. 10, 1892. Sole A. B. Rec. V. by Charles Wood Reg.

W. G. Barker
et al.
to
G. H. Jolly

Know all men by these presents, that we, William G. Barker and Alice S. Barker, in her right, of Salem, County of Essex, and Commonwealth of Massachusetts, in consideration of one dollar, paid by Charles H. Jolly of said Salem, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Charles H. Jolly, a cer-

tain piece or parcel of land situated in that part of said Salem known as South Salem, being bounded and described as follows. Beginning on the South side of Gardner Street at a point which is three hundred and seven $\frac{4}{100}$ feet from the Easterly line of Cabot Street, thence running Southerly and bounded by land now or late of Treadwell, one hundred and fifty-one feet, thence turning and running Easterly eighty feet to land now or late of Batchelder, thence turning and running Northerly and bounded by said land of Batchelder, one hundred fifty-five $\frac{7}{100}$ feet, to said Gardner Street, thence turning and running Westerly and bounded by said Gardner Street, eighty feet, to point begun at.

This deed is granted upon the restriction & understanding that no building or any part thereof except coverings and steps shall be built within eight feet of the Southerly line of said Gardner St. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Charles H. Jelly, and his heirs and assigns, to their own use and behoof forever. And we hereby for ourselves and our heirs, executors and administrators, covenant with the grantee and his heirs and assigns, that said Alice S. Barker, is lawfully seized in fee simple of the granted premises, that they are free from all incumbrances, that we have good right to sell and convey the same as aforesaid, and that we will and our heirs, executors and administrators shall warrant and defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons.

In witness whereof, we, the said William G. Barker, and Alice S. Barker, hereunto set our hands and seals, this ninth day of August, in the year one thousand eight hundred and ninety-two.

Signed, sealed and delivered, of William G. Barker, seal
 in presence of, W. S. Northend, Alice S. Barker. seal

Commonwealth of Massachusetts, Essex, ss, August 9th, 1892

Then personally appeared the above named Alice S. Barker

and acknowledged the foregoing instrument to be her free act and deed, before me, William D. Northend, Justice of the Peace, Essex Co. Mass., Aug. 10, 1892, my just faith testifies by Charles Good Rep.

M. S. Bartlett
to
M. Decoteau

Know all men by these presents, that I, Moses S. Bartlett, of Amesbury, in the County of Essex, and Commonwealth of Massachusetts, single man, in consideration of one dollar, and other valuable considerations paid by Moise Decoteau, of said Amesbury, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell, and convey unto the said Moise Decoteau, his heirs and assigns forever, a certain parcel of land situate in said Amesbury, on the southeasterly side of Monroe Street, so called, containing thirty-four and eight-tenths rods, and bounded as follows, viz. Northwesteily by said Monroe Street, there measuring five rods, Northeasteily by land of Abbie J. S. Seavoy, there measuring seven rods and eleven links, Southeasteily by land of said grantor, there measuring four rods one and three-fifths links, Southwesteily by land of one Herbert, there measuring seven rods and twenty-three links. The above tract being a part of the land conveyed to said grantor by warranty deed from John M. Lamproy, dated May 27, 1887, and recorded with Essex Co. Dist. Deeds, libro 1198, folio 217. To have and to hold the granted premises with all the privileges and appurtenances thereto belonging, to the said Moise Decoteau, and his heirs and assigns, to their own use and behoof forever. And I, hereby for myself and my heirs, executors and administrators, covenant with the grantee and his heirs and assigns, that I, am lawfully seized in fee simple of the granted premises, that they are free from all incumbrances, that I, have good right to sell and convey the same as aforesaid, and that I, will and my heirs, executors and administrators shall warrant and defend the same to the grantee and his heirs and assigns forever, against the lawful claims and demands of all persons. In witness whereof, I, the said Moses S. Bartlett, (single man) hereunto set my hand and seal, this thirteenth day

2^d 1894. Then personally appeared the above named E. Hoyle Flanders and acknowledged the foregoing instrument to be his free act and deed,

before me, Geo. W. Bate Justice of the Peace.

WITNESSE My hand and seal this 19th day of Jan. 1894. 56 m. past noon, A. D. 1894. *Millard J. Hale Reg.*

I know all men by these presents that I Charles Hooley Hooley of Salem in the County of Essex, and Com. to the Commonwealth of Massachusetts, in consideration of one William F. Collins and other valuable considerations paid by William F. M. Collins of said Salem, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain sell and convey unto the said William F. M. Collins a certain piece or parcel of land situate in that part of said Salem known as South Salem, being bounded and described as follows. Beginning on the southerly side of Gardner Street at a point which is Three Hundred Seven and 10/100 feet from the Easterly line of Cabot Street thence running southerly and bounded by land now or late of Treadwell one hundred and fifty one feet, thence turning and running Easterly eighty feet to land now or late of Batchelder, thence turning and running Northerly and bounded by said land of Batchelder one hundred fifty five and 70/100 feet to said Gardner Street, thence turning and running Westerly and bounded by said Gardner Street eighty feet to point begun at. This deed is granted upon the restriction and understanding that no building or any part thereof except coverings and steps shall be built within eight feet of the southerly line of said Gardner Street. Being the same premises conveyed to me by deed of William H. Barker and Alice D. Barker, dated August 9, 1892 and recorded in Essex South District, Registry of Deeds, Book 1351, Page 54. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging to the said William F. M. Collins and his heirs and assigns, to their own use and behoof forever. And I hereby for myself and my heirs executors and administrators, covenant with the grantee and his heirs and assigns that I am lawfully seized in fee simple of the granted premises, that they

are free from all incumbrances, that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators, shall warrant and defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons. In witness whereof I the said Charles H. Jelly hereunto set my hand and seal this eighteenth day of January in the year one thousand eight hundred and ninety eight.

Charles H. Jelly Seal
Signed, sealed and delivered in presence of — }
Commonwealth of Massachusetts, Essex January 19th 1898. I then personally appeared the above named Charles H. Jelly and acknowledged the foregoing instrument to be his free act and deed,

before me, Martha S. Roberts Special Commissioner
Essex Jan. 18, 1898, 5m past 3 P. M. S. Roberts
Willard J. Hale, Reg.

W. J. M. Collins
to
C. Jelly
in G. B. J.

I know all men by these presents that I, William J. M. Collins of Salem, in the County of Essex and Commonwealth of Massachusetts in consideration of One dollar and other valuable considerations paid by Catherine Jelly, wife of Charles H. Jelly of said Salem the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said Catherine Jelly, a certain piece or parcel of land situate in that part of Salem, known as South Salem, being bounded and described as follows, Beginning on the Southern side of Gardner Street at a point which is Three Hundred and Seven and ¹¹/₁₀₀ feet from the Easterly line of Cabot Street, thence running Southerly and bounded by land now or late of Treadwell One hundred and fifty one feet thence turning and running Easterly eighty feet to land now or late of Batchelder thence turning and running Northerly and bounded by said land of Batchelder one hundred fifty five and ⁷⁵/₁₀₀ feet to said Gardner Street, thence turning and running westerly and bounded by said Gardner Street eighty feet to point begun at. This deed is granted upon the restriction and understanding that no building or any part thereof except coverings and steps shall be built with-

in eight feet of the westerly line of said Gardner Street being the same premises conveyed to me by deed of Charles H. Jelly of even date and to be recorded herewith. I do have and to hold the granted premises, with all the privileges and appurtenances thereto belonging to the said Catherine Jelly and her heirs and assigns, to their own use and behoof forever. And I do hereby for myself and my heirs, executors, and administrators, covenant with the said grantee and her heirs and assigns that the granted premises are free from all incumbrances made or suffered by me and that I will and my heirs, executors, and administrators shall warrant and defend the same to the said grantee and her heirs and assigns forever against the lawful claims and demands of all persons claiming by, through, or under me but against none other. And for the consideration aforesaid I, Mary E. Collins, wife of said William F. M. Collins hereby release unto the grantee and her heirs and assigns, all right of or to both dower and homestead in the granted premises I do witness whereof we the said William F. M. Collins and Mary E. Collins his wife hereunto set our hands and seals this eighteenth day of January in the year one thousand eight hundred and ninety eight.

W^m F. M. Collins Seal
 signed, sealed and deliv. }
 Mary E. Collins Seal
 red in presence of — } Commonwealth of Massachusetts
 Essex ss. January 19th 1898. Then personally appeared the above named William F. M. Collins and acknowledged the foregoing instrument to be his free act and deed, before me, Martha S. Roberts Special Commissioner
 Essex ss. Jan. 19, 1898, 5m. Just 50 m. e. w. h. h. Willard J. Hale, Reg.

Discharge

I know all men by these presents that the Beverly Cooperative Bank of Beverly, Massachusetts, the mortgage named in a certain mortgage given by Louis P. Lynn of said Beverly dated June 18 A. D. 1895, and recorded with Essex South District Deeds, Lib 1419, Vol. 593, hereby acknowledges that it has received from the said Louis P. Lynn the mortgage named in said mortgage, full payment and satisfaction of the same and in consideration thereof it hereby cancels and discharges said mortgage, and releases and quits claims

to

F. W. Dodge Company, "Data on Burned District at Salem, Mass." (1914). *Books, Pamphlets, and Documents*. 2. https://digitalcommons.salemstate.edu/fire_documents/2

This document lists those affected and what property they lost in the Salem 1914 fire

101, A. L. \$100, A. D. \$1000.
Jelly, Katherine E. Res. & Store House
(W), 5 Gardner, A. L. \$2400, A. B.
\$5100, I. B. \$5000, I. C. \$2000.
Jelly, Mary C. Res. (W). 58 Endicott.

ner thereof, by land now or late of Audet, and thence running southerly by Prince Street eighty and six tenths (80.6) feet, thence easterly by land formerly of Goodwin, now or late of St. Pierre fifty (50) feet, thence northwesterly by land now or late of the Neunkeag Steam Cotton Company, and thence westerly by land of said Audet thirty (30) feet to the corner begun at; being the same premises conveyed to me by deed of Elzeer Martel, recorded with Essex So. Dist. Deeds, Book 2298, Page 69. 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 assure to and for the benefit of the purchaser at such sale. And I, Julie Martel wife of said mortgagor, release to the mortgagee all rights of dower and homestead and other interests in the mortgaged premises.

WITNESS our hands and seals this twentieth day of July in the year nineteen hundred and fifteen.

Issie Martel (seal)

In presence of } Julie Martel (seal)

U. C. Haskell to both. } COMMONWEALTH OF MASSACHUSETTS Essex.

ss. On this twentieth day of July 1915, before me personally appeared Issie Martel to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Ulysses C. Haskell Justice of the Peace.

Essex ss. Received July 20, 1915. 35 m. past 11 A. M. Recorded and Examined.

KNOW ALL MEN BY THESE PRESENTS that I, Catherine Jelly of Salem in the County of Essex and Commonwealth of Massachusetts, in consideration of one dollar and other valuable considerations paid by Paul N. Chaput also of said

ESSEX, ss. Jan 20th 1920 The Salem Five Cents Savings Bank:

acknowledges to have received full satisfaction for the debt secured by the deed of mortgage here recorded and doth by its Treasurer hereby cancel and discharge the same.

*Salem Five Cents Savings Bank
by H. H. Haskell Treasurer*

Jelly
to
Chaput

Two \$1 and
One .50 R. Stamps
Documentary
Canceled

Salem the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Paul N. Chaput, a certain piece or parcel of land situate in that part of SALEM, known as SOUTH SALEM, being bounded and described as follows: Beginning on the Southerly side of Gardner Street at a point which is three hundred and seven and 40/100 feet from the Easterly line of Cabot Street, thence running Southerly and bounded by land now or late of Treadwell one hundred and fifty one feet, thence turning and running Easterly eighty feet to land now or late of Betchelder, thence turning and running Northerly and bounded by said land of Betchelder one hundred fifty five and 75/100 feet to said Gardner Street, thence turning and running westerly and bounded by said Gardner Street eighty feet to point begun at.

This deed is granted upon the restriction and understanding that no building or any part thereof except covings and steps shall be built within eight feet of the Southerly line of said Gardner Street. Being the same premises conveyed to me by deed of William F. M. Collins dated January 18, 1898 and recorded in Essex South District Registry of Deeds Book 1538 Page 380. TO HAVE AND TO HOLD the granted premises, with all the privileges and appurtenances thereto belonging, to the said Paul N. Chaput and his heirs and assigns, to their own use and behoof forever. And I hereby for myself and my heirs, executors, and administrators, covenant with the grantee and his heirs and assigns, that I am lawfully seized in fee simple of the granted premises; that they are free from all incumbrances; except the taxes for the year 1915. that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall warrant and defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons IN WITNESS WHEREOF I the said Catherine Jelly being a widow hereunto set my hand and seal this twentieth day of July in the year one thousand nine hundred and fifteen

Signed and sealed in presence of J. A. Deschamps } Catherine Jelly (seal)
COMMONWEALTH OF MASSACHUSETTS Essex ss
July 20th, 1915. Then personally appeared the above named Catherine Jelly and acknowledged the foregoing instrument to be her free act and deed,

before me J. A. Deschamps Justice of the Peace
Essex ss. Received July 20, 1915. 40 m. past 11 A. M. Recorded and Examined.

Ptl. Releasee KNOW ALL MEN BY THESE PRESENTS that the Salem Five Cents Savings Bank, the
Salem F.C.S.Bk. mortgagee named in a certain mortgage given by Elizabeth Belanger to the said
to Salem Five Cents Savings Bank dated May 4th, 1915 and recorded in Essex South
City of Salem District Registry of Deeds, Book 2295 Page 219 in consideration of one dollar
and other valuable considerations paid by the City of Salem, a municipal cor-

I, Frank Charbonneau of Salem, Essex County, Massachusetts, for consideration paid, grant to Elizabeth A. Hickey of said Salem with warranty covenants the land in said SALEM with the buildings thereon bounded and described as follows: Commencing at the easterly corner thereof by land now or late of Batchelder, and thence running westerly by Gardner Street about forty three (43) feet; thence running southerly by land of Poussard seventy five (75) feet; thence running easterly by more land of Poussard three (3) feet; thence running southerly by still more land of Poussard formerly of Jelly seventy eight (78) feet more or less; thence running easterly by land of Gagnon forty (40) feet; and thence running northerly by said land of Batchelder about one hundred fifty five and seventy five hundredths (155.75) feet to point begun at. Being the whole of the premises conveyed to me by deed of Paul M. Chaput dated July 20, 1916 and recorded in Essex South District Deeds Book 2308 Page 84 and the parcel of land conveyed to me by deed of Joseph Poussard dated May 6, 1919 recorded in said Deeds Book 2412 Page 479. This property is conveyed subject to a mortgage for thirty five hundred-(\$3500.) held by the Salem Five Cents Savings Bank given by me. - Philomene Charbonneau wife of said grantor release to said grantee all rights of dower and homestead and other interests therein. Witness our hands and seals this first day of June 1920. Frank Charbonneau (seal)
Joseph F. Hudon) Philomene Charbonneau (seal)

COMMONWEALTH OF MASSACHUSETTS Essex ss. Salem, Mass. June 1, 1920. Then personally appeared the above named Frank Charbonneau and acknowledged the foregoing instrument to be his free act and deed, before me
Joseph F. Hudon Justice of the Peace
My Commission expires Oct. 26, 1922.

Essex ss. Received June 2, 1920. 6 m. past 9 A. M. Recorded and Examined.

Charbonneau
to
Hickey

I, Elizabeth A. Hickey of Salem, Essex County, Massachusetts being unmarried, for consideration paid, grant to Frank Charbonneau and Philomene Charbonneau and the survivors of them, as joint tenants and not as tenants in common, they being husband and wife of said Salem with quitclaim covenants the land in said SALEM with the buildings thereon, bounded and described as follows: Commencing at the easterly corner thereof by land now or late of Batchelder, thence running westerly by Gardner Street about forty three (43) feet; thence running southerly by land of Poussard seventy five (75) feet, thence running easterly by more land of Poussard three (3) feet, thence running southerly by still more land of Poussard formerly of Jelly seventy eight (78) feet more or less, thence running easterly by land of Gagnon forty (40) feet, and thence running northerly by said land of

Hickey
to
Charbonneau
et ux

Batchelder about one hundred fifty five and seventy five hundredths (155.75) feet to point begun at. Being the same premises conveyed to me by deed of Frank Charbonneau dated June 1, 1920 and recorded herewith in Essex South District Registry of Deeds. Said premises are conveyed subject to a mortgage for thirty five hundred (\$3500.00) Dollars given by Charbonneau to the Salem Five Cents Savings Bank. Witness my hand and seal this first day of June 1920.

Elizabeth A. Hickey (seal)

COMMONWEALTH OF MASSACHUSETTS Salem ss. Salem, Mass. June 1, 1920. Then personally appeared the above named Elizabeth A. Hickey and acknowledged the foregoing instrument to be her free act and deed, before me

Joseph F. Hudon Justice of the Peace

My Commission Expires Oct. 26, 1922.

Essex ss. Received June 2, 1920. 6 m. past 9 A. M. Recorded and Examined.

Whitehouse
et ux
to

Mullen

One \$2.
One \$1. &
One .50
R. Stamps
Documentary
Canceled

I, Ida M. Whitehouse of Haverhill, Essex County, Massachusetts for consideration paid, grant to Mary J. Mullen of said Haverhill with warranty covenants A certain parcel of land, with the building thereon, situated in said HAVERHILL on the North side of Montgomery Street, a private way leading Westerly from Main Street, bounded as follows: Beginning at the Southeast corner thereof by said street and by land now or formerly of Wilson and thence running northerly by said Wilson land one hundred (100) feet to land of Little; thence westerly by said land of Little ninety (90) feet to land now or formerly of Hoyt; thence southerly by said Hoyt land one hundred (100) feet to said Montgomery Street and thence easterly by said street ninety (90) feet to said Wilson land and point begun at. Being lot numbered three (3) and the easterly half of lot numbered four (4) as shown on a plan of land of said Montgomery Street, belonging to Charles N. Hoyt. Being the same premises conveyed to me by deed of J. Warren Payne, dated March 13, 1915, and recorded with Essex So. Dist. Registry of Deeds, Book 2290, Page 209. The taxes for the year 1920 are to be adjusted. I, Benjamin M. Whitehouse, husband of said grantor release to said grantee all rights of courtesy and other interests therein. Witness our hands and seals this 21st day of May 1920.

COMMONWEALTH OF) Ida M. Whitehouse (seal)
MASSACHUSETTS) Benjamin M. Whitehouse (seal)

Essex ss. May 21, 1920. Then personally appeared the above named Ida M. Whitehouse and acknowledged the foregoing instrument to be her free act and deed, before me Hollis C. Goodwin Notary Public

My Commission expires July 13, 1922.

Essex ss. Received June 2, 1920. 10 m. past 9 A. M. Recorded and Examined

My commission expires November 5, 1931.

Essex ss. Received Apr. 28, 1925. 35 m. past 8 A.M. Recorded and Examined

Manning
to
Bryer, Tree.
One. 50 R. Stamp
Documentary
Canceled

KNOW ALL MEN BY THESE PRESENT-. That I, Joseph H. Manning, a single man, of Pittsfield, Massachusetts, formerly of Bridgeport, Connecticut, for consideration paid, grant to Washington L. Bryer, Trustee under a deed of trust from Daisy E. Pillman, dated January 2, 1914 and recorded with Essex South District Deeds, Book 2242, Page 309, with WARRANTY COVENANTS, the land situate in SAUGUS, Essex County and Commonwealth of Massachusetts, bounded and described as follows: A certain parcel of land situate in SAUGUS, Essex County and said Commonwealth being lot numbered 11 on a plan of House Lots in Cliftondale, Saugus, Massachusetts, made by Eastman and Bradford Civil Engineers, August 16, 1905 and recorded with Essex South District Registry of Deeds, bounded and described as follows: Northerly by lot number 10 on said plan 100 feet; southerly by lot number 12 on said plan 100 feet; easterly by Sunnyside Park on said plan 40 feet and westerly by land, now or formerly of Atkins, 40 feet. Being the same premises conveyed to me by deed of Michael R. Connolly, dated April 21, 1913, and recorded in Essex South District Registry of Deeds, in Book 2,633, Page 376. WITNESS my hand and seal this sixteenth day of April, 1925. Joseph H. Manning (seal)
COMMONWEALTH OF MASSACHUSETTS. Berkshire ss. Pittsfield, Mass. April 16, 1925. Then personally appeared the above named Joseph H. Manning and acknowledged the foregoing instrument to be his free act and deed,
before me. Oscar T. DeWitt Justice of the Peace.

My commission expires November 5, 1931.

Essex ss. Received Apr. 28, 1925. 35 m. past 8 A.M. Recorded and Examined

Charbonneau
et ux
to
Hickey

We, Frank Charbonneau and Mary Jeanne Charbonneau and the survivors of Charbonneau by a former marriage, as joint tenants and not as tenants in common, all of Salem of Salem, Essex County, Massachusetts for consideration paid, grant to Elizabeth A. Hickey of Salem with WARRANTY COVENANTS the land in said SALEM, with buildings thereon, situated on Gardner St., bounded and described as follows: Commencing at the northeasterly corner, thereof, by land now or late of Belleau, thence running westerly by Gardner Street, forty three (43) feet; thence running southerly by land of Poussard, seventy five (75) feet, thence running easterly by more land of Poussard, three (3) feet; thence running southerly by still more land of Poussard, seventy eight (78) feet more or less; thence running easterly by land of Gagnon, forty (40) feet, and thence running northerly by said land of Belleau, about one hundred fifty five and seventy five hundredths (155.75) feet

to point begun at. Being the same premises conveyed to us by deed of Elizabeth A. Hickey, dated June 1st, 1920 and recorded with Essex South Dist. Deeds book #2452 page 341. Said premises are conveyed subject to a mortgage given by said grantor- to the Salem Five Cents Savings Bank, for thirty Five Hundred (\$500.) Dollars. The consideration is only nominal. -Mary Jeanne Charbonneau wife of said grantor release to said grantee all rights of dower and homestead and other interests therein. WITNESS our hands and seal- this 28th day of April 1925 Frank Charbonneau (seal)
 Joseph F. Hudon to both Marie Jeanne Charbonneau (seal)
 COMMONWEALTH OF MASSACHUSETTS Essex ss. April 28th 1925 Then personally appeared the above named Frank Charbonneau and acknowledged the foregoing instrument to be his free act and deed, before me,
 Joseph F. Hudon Notary Public My commission expires October 11th 1929
 Essex ss. Received Apr. 28, 1925. 55 m. past 3 P.M. Recorded and Examined

I, Elizabeth A. Hickey of Salem, Essex County, Massachusetts, being unmarried, for consideration paid, grant to Frank Charbonneau and Mary Jeanne Charbonneau as joint tenants and not as tenants in common, being husband and wife of Salem with QUITCLAIM COVENANTS the land in said SALEM with the buildings, bounded and described as follows: Commencing at the easterly corner thereof now or late of Batchelder, thence running westerly by Gardner Street about forty three (43) feet; thence running southerly by land of Poussard seventy five (75) feet; thence running easterly by more land of Poussard, three (3) feet; thence running southerly by still more land of Poussard, formerly of Jelly, seventy eight (78) feet more or less, thence running easterly by land of Gagnon, forty (40) feet; and thence running northerly by said land of Batchelder about one hundred fifty five and seventy five hundredths (155.75) feet to point begun at. Being the same premises conveyed to me by deed of Frank Charbonneau et al, dated April 28th, 1925 and recorded herewith. Said premises are conveyed subject to a mortgage given by Charbonneau to the Salem Five Cents Savings Bank for Thirty Five Hundred (\$3500.) Dollars. The consideration is only nominal. WITNESS my hand and seal this 28th day of April 1925
 COMMONWEALTH OF MASSACHUSETTS Elizabeth A. Hickey (seal)
 Essex ss. April 28th 1925 Then personally appeared the above named Elizabeth A. Hickey and acknowledged the foregoing instrument to be her free act and deed, before me Joseph F. Hudon Notary Public
 My commission expires October 11th 1929
 Essex ss. Received Apr. 28, 1925. 55 m. past 3 P.M. Recorded and Examined

Hickey
 to
 Charbonneau
 et ux

See
 B 6742
 p. 300 e

I, Mary Jeanne Charbonneau, widow of Frank Charbonneau, and being
of Salem, Essex County, Massachusetts,
~~being married~~, for consideration paid, grant to Harry A. Simon

of Marblehead, Essex County, Massachusetts, with quitclaim covenants
the land in said Salem with the buildings, bounded and described as follows:

[Description and encumbrances, if any]
Commencing at the easterly corner thereof now or late of Batchelder, thence running
westerly by Gardner Street about forty three (43) feet; thence running southerly by
land of Poussard seventy five (75) feet; thence running easterly by more land of Pous-
sard, three (3) feet; thence running southerly by still more land of Poussard, formerly
of Jelly, seventy eight (78) feet more or less, thence running easterly by land of
Gagnon, forty (40) feet; and thence running northerly by said land of Batchelder about
one hundred fifty five and seventy five hundredths (155.75) feet to point begun at.

Being the same premises conveyed to my late husband, Frank Charbonneau, of said
Salem, and to me as joint tenants by deed of Elizabeth A. Hickey, dated April 28,
1925 and recorded with Essex South District Registry of Deeds in Book 2637, Page 371.

Said premises are conveyed subject to a mortgage of record given to the Salem Five
Cents Savings Bank by said Frank Charbonneau in the amount of Three Thousand Five
Hundred (\$3,500.00) Dollars and subject also to unpaid municipal real estate taxes
and other liens of record, if any.

No Internal Revenue Documentary Stamps and no Massachusetts Deed Excise Stamps
are required for this conveyance, there being no monetary consideration.

~~husband~~ ~~of said grantor~~
~~wife~~
~~grantee by the conveyance~~ ~~and other interests therein~~
~~resides to said grantor at right of~~ ~~sole and separate~~

Witness my hand and seal this Twelfth (12th) day of May 19 59.

Mary Jeanne Charbonneau

The Commonwealth of Massachusetts

Essex, ss. May 12, 19 59.

Then personally appeared the above named Mary Jeanne Charbonneau

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

Norman R. Auger
Norman R. Auger Notary Public

My commission expires September 5, 1964

My Commission Expires
Sept. 5, 1964

See
B. 6291
P. 523

I, Harry A. Simon
of Marblehead, Essex County, Massachusetts,
~~to be recorded~~, for consideration paid, grant to Mary Jeanne Charbonneau and Willie Roy, both
of Salem, Essex County, Massachusetts, as joint tenants and ~~with quitclaim covenants~~
not as tenants in common, with quitclaim covenants
the land in said Salem with the buildings, bounded and described as follows:

(Description and encumbrances, if any)

Commencing at the easterly corner thereof now or late of Batchelder, thence running
westerly by Gardner Street about forty three (43) feet; thence running southerly by
land of Poussard seventy five (75) feet; thence running easterly by more land of Pous-
sard, three (3) feet; thence running southerly by still more land of Poussard, formerly
of Jelly, seventy eight (78) feet more or less, thence running easterly by land of
Gagnon, forty (40) feet; and thence running northerly by said land of Batchelder about
one hundred fifty five and seventy five hundredths (155.75) feet to point begun at.

Being the same premises conveyed to the grantor by deed of the grantee of even date
to be recorded herewith.

Said premises are conveyed subject to a mortgage given by Frank Charbonneau to
the Salem Five Cents Savings Bank in the sum of Three Thousand Five Hundred
(\$3,500.00) Dollars, of record, and subject also to unpaid municipal real estate
taxes and other liens of record, if any.

No Internal Revenue Documentary Stamps and no Massachusetts Deed Excise Stamps
are required for this conveyance, there being no monetary consideration.

I, Sally D. Simon, ~~husband~~ wife of said grantor,

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

Witness my hand and seal this Twelfth (12th) day of May, 19 59

SIGNED AND SEALED IN THE PRESENCE OF:

Calvine Whalen, to both

Harry A. Simon
Sally D. Simon

The Commonwealth of Massachusetts

Essex, ss. May 12, 1959

Then personally appeared the above named Harry A. Simon

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

Norman R. Auger
Norman R. Auger Notary Public - ~~Notary of the State~~

My commission expires _____ 19____

My Commission Expires
Sept. 5, 1964

I, Mary Jeanne Charbonneau, widow of Frank Charbonneau, and being
of Salem, Essex County, Massachusetts,
~~being married~~, for consideration paid, grant to Harry A. Simon

of Marblehead, Essex County, Massachusetts, with quitclaim covenants
the land in said Salem with the buildings, bounded and described as follows:

[Description and encumbrances, if any]
Commencing at the easterly corner thereof now or late of Batchelder, thence running
westerly by Gardner Street about forty three (43) feet; thence running southerly by
land of Poussard seventy five (75) feet; thence running easterly by more land of Pous-
sard, three (3) feet; thence running southerly by still more land of Poussard, formerly
of Jelly, seventy eight (78) feet more or less, thence running easterly by land of
Gagnon, forty (40) feet; and thence running northerly by said land of Batchelder about
one hundred fifty five and seventy five hundredths (155.75) feet to point begun at.

Being the same premises conveyed to my late husband, Frank Charbonneau, of said
Salem, and to me as joint tenants by deed of Elizabeth A. Hickey, dated April 28,
1925 and recorded with Essex South District Registry of Deeds in Book 2637, Page 371.

Said premises are conveyed subject to a mortgage of record given to the Salem Five
Cents Savings Bank by said Frank Charbonneau in the amount of Three Thousand Five
Hundred (\$3,500.00) Dollars and subject also to unpaid municipal real estate taxes
and other liens of record, if any.

No Internal Revenue Documentary Stamps and no Massachusetts Deed Excise Stamps
are required for this conveyance, there being no monetary consideration.

~~husband~~ ~~of said grantor~~
~~wife~~
~~grantee by the conveyance~~ ~~and other interests therein~~
~~resides to said grantor at the date of recording and hereafter~~

Witness my hand and seal this Twelfth (12th) day of May 19 59.

Mary Jeanne Charbonneau

The Commonwealth of Massachusetts

Essex, ss. May 12, 19 59.

Then personally appeared the above named Mary Jeanne Charbonneau

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

Norman R. Auger
Norman R. Auger Notary Public

My commission expires September 5, 1964

My Commission Expires
Sept. 5, 1964

See
B. 6250
P. 486.

BK 5644 PG 714

MASSACHUSETTS QUITCLAIM DEED SHORT FORM (INDIVIDUAL) 801

I, Willie Roy, of Salem, Essex County, Massachusetts, being married to Alma M. Roy of said Salem,

of ~~County, Massachusetts~~
~~being married~~, for consideration paid, grant to myself, the said Willie Roy, and my wife, Alma M. Roy, husband and wife, as tenants by the entirety, both of said Salem, *5 Gardner St.*

of ~~with quitclaim covenants~~
the land in said Salem with the buildings, bounded and described as follows:

(Description and encumbrances, if any)
Commencing at the easterly corner thereof now or late of Batchelder, thence running westerly by Gardner Street about forty three (43) feet; thence running southerly by land of Poussard seventy five (75) feet; thence running easterly by more land of Poussard, three (3) feet; thence running southerly by still more land of Poussard, formerly of Jelly, seventy eight (78) feet more or less; thence running easterly by land of Gagnon, forty (40) feet; and thence running northerly by said land of Batchelder about one hundred fifty five and seventy five hundredths (155.75) feet to point begun at.

For grantor's title see deed from Harry A. Simon to Mary Jeanne Charbonneau and Willie Roy as joint tenants dated May 12, 1969 which is recorded in Essex South District Registry of Deeds in Book 4614 at Page 191. The said Mary Jeanne Charbonneau became deceased at Salem, Massachusetts on February 13, 1967.

Said premises are conveyed subject to a mortgage given by the said Mary Jeanne Charbonneau and the grantor, Willie Roy, to the Salem Five Cents Savings Bank in the original amount of \$6,000.00, which is dated April 27, 1965 and which is recorded in said Registry in Book 5262 at Page 387 and on which the unpaid principal balance as of the date hereof is the sum of \$6,000.00.

The within conveyance is made subject also to encumbrances of record of every name, nature and description whatsoever, if any.

No Massachusetts Deed Excise Stamps are required for this conveyance, there being no monetary consideration.

~~husband of said grantor~~
~~and other interests therein~~
~~released, to said grantor all rights, title, claims, and interests therein~~

Witness my hand and seal this 20th day of October 1969.

Willie Roy

The Commonwealth of Massachusetts

Essex, ss. October 20, 1969

Then personally appeared the above named Willie Roy

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

Harry A. Simon
Harry A. Simon, Notary Public — ~~Notary Public~~

My Commission Expires August 20, 1976

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

Essex ss. Recorded Oct. 20, 1969. 55 m. past 11 A.M. #130

BK 6437 PG 219

I, Willie Roy,

of Salem, Essex County, Massachusetts

~~for consideration/paid, and in full consideration of~~ nominal

grant to myself, Willie Roy and Dora C. Roy, husband and wife, as * tenants by the entirety, both of 5 Gardner Street, Salem, Essex County, Massachusetts quitclaim covenants

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

[Description and encumbrances, if any]

Commencing at the easterly corner thereof now or late of Batchelder, thence running westerly by Gardner Street, about forty-three (43) feet; thence running southerly by land of Poussard, seventy-five (75) feet; thence running easterly by more land of Poussard, three (3) feet; thence running southerly by still more land of Poussard, formerly of Jelly, seventy-eight (78) feet more or less, thence running easterly by land of Gagnon, forty (40) feet; and thence running northerly by said land of Batchelder about one hundred fifty-five and seventy-five hundredths (155.75) feet to point begun at.

Being the same premises conveyed to Willie Roy and Alma M. Roy (deceased) by deed of Willie Roy dated October 20, 1969, and recorded with Essex South District Registry of Deeds, Book 5644, Page 714.

Said premises are conveyed subject to a mortgage held by the Salem Five Cents Savings Bank in the original sum of \$6,000.00 which mortgage is dated April 27, 1965 and is recorded with said Registry of Deeds, Book 5262, Page 387, and on which there now remains unpaid on the principal the sum of \$6,000.00 which mortgage the grantees assume and agree to pay.

Witness my hand and seal this 16th day of January 1978

Willie Roy

The Commonwealth of Massachusetts

Essex, ss. January 16, 1978

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

J. Andrew...
Notary Public - Justice of the Peace

My commission expires November 10, 1983

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

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

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

ESSEX SS. RECORDED Jan 17, 1978 49M. PAST 8 A.M. INST. # 44

BK 6742 PG 301

MASSACHUSETTS QUITCLAIM DEED SHORT FORM (INDIVIDUAL) 881

LOCATION OF PROPERTY: 5 Gardner Street, Salem, Massachusetts.

We, Willie Roy and Dora C. Roy, husband and wife, as tenants by the entirety, both of Salem, Essex County, Massachusetts

~~for~~ for consideration paid, and in full consideration of \$75,000.00

grants to Ronald L. Wright, of 5 Gardner Street, Salem, Essex County, Massachusetts, with quitclaim covenants

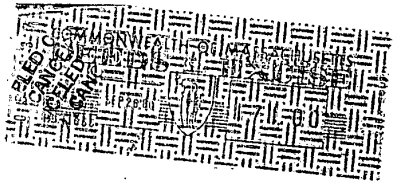
the land in said Salem, with the buildings thereon, bounded and described as follows:

(Description and encumbrances, if any)

Commencing at the easterly corner thereof now or late of Batchelder, thence running

- WESTERLY by Gardner Street, about forty-three (43) feet; thence running
- SOUTHERLY by land of Poussard, seventy-five (75) feet; thence running
- EASTERLY by more land of Poussard, three (3) feet; thence running
- SOUTHERLY by still more land of Poussard, formerly of Jelly, seventy-eight (78) feet more or less, thence running
- EASTERLY by land of Gagnon, forty (40) feet; and thence running
- NORTHERLY by said land of Batchelder, about one hundred fifty-five and seventy-five hundredths (155.75) feet to point begun at.

Being the same premises conveyed to us by deed of Willie Roy, dated January 16, 1978, and recorded with Essex South District Registry of Deeds, Book 6437, Page 219.



Witness our hands and seals this 26th day of September, 1980.

Willie Roy
Dora C. Roy

The Commonwealth of Massachusetts

Essex, ss.

September 26, 1980

Then personally appeared the above named Willie Roy and Dora C. Roy, and acknowledged the foregoing instrument to be their free act and deed, before me

Janet Finley
Notary Public — Justice of the Peace —

My commission expires November 10, 1983

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

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

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

ESSEX SS, RECORDED Sept. 26, 1980 48 M. PAST 3 P. M. INST. # 352

Ronald L. Wright
of 5 Gardner Street, Salem, Essex County, Massachusetts

being unmarried, for consideration paid, and in full consideration of \$1,100

grant to Ronald L. Wright, Trustee of B. & R. Associates Realty Trust, under Declaration of Trust dated Sept. 29 1980 and recorded with Essex North District Registry of Deeds herewith, of 5 Gardner St., Salem, MA with quitclaim covenants

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

[Description and encumbrances, if any]

Commencing at the easterly corner thereof now or late of Batchelder, thence running westerly by Gardner Street about forty three (43) feet; thence running southerly by land of Poussard seventy five (75) feet; thence running easterly by more land of Poussard, three (3) feet; thence running southerly by still more land of Poussard, formerly of Jelly, seventy eight (78) feet more or less, thence running easterly by Batchelder about one hundred fifty five and seventy five hundredths (155.75) feet to point begun at.

Being the same premises conveyed to the grantor by deed of Willie Roy and Dora C. Roy dated Sept. 26, 1980 and recorded with Essex North District Registry of Deeds

Grantee agrees to assume a note and mortgage dated September 26, 1980, between Grantor and the St. Joseph Credit Union.

5 Gardner Street, Salem, MA

Witness my hand and seal this 26th day of September, 1980.

Ronald L. Wright
Ronald L. Wright

The Commonwealth of Massachusetts

Essex, ss. Sept 29 1980

Then personally appeared the above named Ronald L. Wright

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

Notary Public — Justice of the Peace

My commission expires 1983

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

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

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

ESSEX SS. RECORDED Oct 6 1980 14M. PAST 3 P. M. INST. #189

BK 7040 PG 509

Ronald L. Wright, Trustee of B.&R. Associates Realty Trust, under Declaration of Trust dated September 29, 1980, and recorded with Essex South District Registry of Deeds of 5 Gardner Street, Salem Essex County, Massachusetts,

being unmarried, for consideration paid \$ 80,000.00

grant to Kathleen Hagan

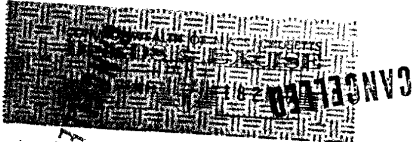
of Peabody, Massachusetts with quitclaim covenants

the land in said Salem with the buildings thereon, bounded and described as follows: Commencing at the easterly corner thereof now or late of Batchelder, thence running (Description and encumbrances, if any)

- WESTERLY by Gardner Street, about forty-three (43) feet; thence running
- SOUTHERLY by land of Poussard, seventy-five (75) feet; thence running
- EASTERLY by more land of Poussard, three (3) feet; thence running
- SOUTHERLY By still more land of Poussard, formerly of Jelly, seventy-eight (78) feet more or less, thence running
- EASTERLY by land of Gagnon, forty (40) feet; and thence running
- NORTHERLY by said land of Batchelder, about one hundred fifty-five and seventy-five hundredths (155.75) feet to point begun at.

For my title see deed of Ronald L. Wright to Ronald L. Wright, Trustee of B.&R. Associates Realty Trust dated September 29, 1980, and recorded at Essex South District Registry of Deeds, Book 6747, Page 432. Also, see confirmatory deed recorded in said Registry at Book 6999, Page 403, dated 3 November, 1982, from Ronald L. Wright to Ronald L. Wright, Trustee of B. & R. Associates Realty Trust, under Declaration of Trust dated September 29, 1980 and recorded with Essex South District Registry of Deeds. Book 6747 PAGE 432.

Corrects Address: 9 Granite Rd. Beverly Ma



Witness my hand and seal this 28th day of January 1983

_____ Ronald L. Wright, Trustee

The Commonwealth of Massachusetts
Essex ss. January 28 1983
Then personally appeared the above named Ronald L. Wright, Trustee

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

Notary Public - Justice of the Peace
My Commission expires 2-11-1988

ESSEX SS. RECORDED Jan 28 1983 1 M. PAST 11 A.M. INST # 95

304

Kathleen Hagan,
 of 9 Granite Street, Peabody Essex County, Massachusetts
 being unmarried, for consideration paid, and in full consideration of EIGHTY THOUSAND AND NO/100-----
 (\$80,000.00)-----DOLLARS
 grants to William J. Broyer and Kathleen J. Broyer, husband and wife, as tenants by*the
 entirety.
 of 5 Gardner Street, Salem with quitclaim covenants
 the said

[Description and encumbrances, if any]

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

Commencing at the easterly corner thereof now or late of Batchelder, thence running

WESTERLY: by Gardner Street, about forty-three (43) feet; thence running

SOUTHERLY: by land of Poussard, seventy-five (75) feet; thence running

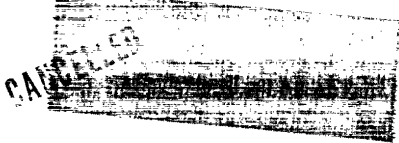
EASTERLY: by more land of Poussard, three (3) feet; thence running

SOUTHERLY: by still more land of Poussard, formerly of Jelly, seventy-eight (78) feet more or less, thence running

EASTERLY: by land of Gagnon, forty (40) feet; and thence running

NORTHERLY: by said land of Batchelder, about one hundred fifty-five and seventy-five hundredths (155.75) feet to point begun at.

For our title reference see deed dated January 28, 1983 recorded with Essex South District Registry of Deeds in Book 7040, Page 509.



Witness my hand and seal this 7th day of November 19 83
 Witness *Charles F. Kezer* Kathleen Hagan

The Commonwealth of Massachusetts

Middlesex ss. November 7, 1983

Then personally appeared the above named Kathleen Hagan and acknowledged the foregoing instrument to be her free act and deed, before me

Charles F. Kezer
 Charles F. Kezer Notary Public - Justice of the Peace
 My commission expires May 30 1986

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

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969
 Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee for a specific monetary sum. The full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered in full, shall be stated. The full consideration shall mean the total price for the conveyance, without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

Essex ss. RECORDED 11-7-83 54 N. PAST 2 P.M. INST. 304

25

BK010412PG521

MASSACHUSETTS QUITCLAIM DEED SHORT FORM (INDIVIDUAL) 681

I, William J. Broyer

of Danvers,

Essex County, Massachusetts

being ~~un~~married, for consideration paid, and in full consideration ofx pursuant to the terms set forth in the judgment of divorce of the Essex Probate & Family Court Docket #85D2609-D2, ~~granted~~x dated August 9, 1989,

grant to Kathleen J. Broyer of 5 Gardner St., Salem, MA

with quitclaim covenants

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

~~XXXXXXXXXXXXXXXXXXXX~~

- WESTERLY: by Gardner Street, about forty-three (43) feet; thence running
- SOUTHERLY: by land of Poussard, seventy-five (75) feet; thence running
- EASTERLY: by more land of Poussard, three (3) feet; thence running
- SOUTHERLY: by still more land of Poussard, formerly of Jelly, seventy-eight (78) feet more or less, thence running
- EASTERLY: by land of Gagnon, forty (40) feet; and thence running
- NORTHERLY: by said land of Batchelder, about one hundred fifty-five and seventy-five hundredths (155.75) feet to the point begun at.

For my title see deed of Kathleen Hagan to William J. Broyer and Kathleen J. Broyer, dated November 7, 1983 and recorded at the Essex South District Registry of Deeds in Book 7263, Page 262.

1990 APR 27 AM 9:29

000023

Witness my hand and seal this 14th day of March 1980

William J. Broyer

The Commonwealth of Massachusetts

Essex ss. March 14 19 80

Then personally appeared the above named William J. Broyer

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

[Signature]
Notary Public - Justice of the Peace

My commission expires 5/8 19 92

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

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

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

25

I, Kathleen Spofford Worth, formerly known as Kathleen J. Broyer
of Salem, Essex County, Massachusetts,

for consideration paid, and in full consideration of One (\$1.00) Dollar

grant to Kathleen Spofford Worth and John E. Worth, Husband and Wife, *
as tenants by the entirety,
of 5 Gardner Street, Salem, Essex County, MA with quitclaim covenants

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

- WESTERLY: by Gardner Street, about forty-three (43) feet; thence running
- SOUTHERLY: by land of Poussard, seventy-five (75) feet; thence running
- EASTERLY: by more land of Poussard, three (3) feet; thence running
- SOUTHERLY: by still more land of Poussard, formerly of Jelly, seventy-eight (78) feet more or less, thence running
- EASTERLY: by land of Gagnon, forty (40) feet; and thence running
- NORTHERLY: by said land of Batchelder, about one hundred fifty-five and seventy-five hundredths (155.75) feet to the point begun at.

Address of Affected Property: 5 Gardner Street, Salem, MA 01970

For my title see deed of Kathleen Hagan to William J. Broyer and Kathleen J. Broyer dated November 7, 1983 recorded with the Essex South District Registry of Deeds, Book 7263, Page 262, and see also deed of William J. Broyer to me dated March 14, 1990 recorded with Essex South District Registry of Deeds, Book 10412, Page 521.

The consideration for this deed is nominal and therefore no excise stamps are required.

Witness my hand and seal this 29th day of May, 1991.
Kathleen Spofford Worth
Kathleen Spofford Worth

The Commonwealth of Massachusetts

ESSEX ss. May 29, 1991

Then personally appeared the above named Kathleen Spofford Worth
and acknowledged the foregoing instrument to be her free act and deed before me

Gino Ricciardelli Notary Public - State of Massachusetts
My commission expires July 25, 1997

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

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969
Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

1991 JUN -7 AM 9:55 000143

BK010822PG567

MASSACHUSETTS QUITCLAIM DEED SHORT FORM (INDIVIDUAL) 881

We, Kathleen Spofford Worth and John E. Worth, Husband and Wife, as tenants by the entirety of Salem, Essex County, Massachusetts,

of 11 Rust Street, Lynn, Essex County, MA with quitclaim returns

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

- WESTERLY: by Gardner Street, about forty-three (43) feet; thence running
- SOUTHERLY: by land of Poussard, seventy-five (75) feet; thence running
- EASTERLY: by more land of Poussard, three (3) feet; thence running
- SOUTHERLY: by still more land of Poussard, formerly of Jelly, seventy-eight (78) feet more or less, thence running
- EASTERLY: by land of Gagnon, forty (40) feet; and thence running
- NORTHERLY: by said land of Batchelder, about one hundred fifty-five and seventy five hundredths (155.75) feet to the point begun at.

For our title see deed of Kathleen Spofford Worth dated May 29, 1991 recorded with the Essex South District Registry of Deeds duly recorded herewith.

Address of Affected Property: 5 Gardner Street, Salem, MA 01970

1991 JUN -7 AM 9:55 000144

RECEIVED JUN 10 1991 ESSEX SOUTH 06/07/91

TAX 921.42
DASH 921.42
2587A000 09:48
EXCISE TAX

Witness our hand and seals this 29th day of May, 1991.

Kathleen Spofford Worth
John E. Worth

The Commonwealth of Massachusetts

ESSEX ss. May 29 1991

Then personally appeared the above named Kathleen Spofford Worth & John E. Worth and acknowledged the foregoing instrument to be their free act and deed before me

Gino Ricciardelli Notary Public
My commission expires July 25, 1997

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

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

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

12
33

2 & PLAN

CONDOMINIUM MASTER DEED

JBA CONDOMINIUM TRUST
5 GARDNER STREET
SALEM, MASSACHUSETTS

2002112000452 BK:19646 Pg:19
11/20/2002 11:45:00 MDEED Pg 1/12

A. Creation of Condominium

The undersigned, John W. Worth, of 300 Lynn Shore Drive, Unit #210, Lynn, Essex County, Massachusetts, hereinafter collectively called the "Declarant," being the sole owner of the land with the building thereon known as and numbered 5 Gardner Street, Salem, Essex County, Massachusetts, described on Exhibit A, which is attached hereto and hereby incorporated herein by this reference and made a part hereof, do hereby, by duly executing and recording this Master Deed, submit said land, together with the building and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, hereinafter called the "Subject Property," to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums"), and do hereby state they propose to create, and do hereby create, a condominium with respect to the Subject Property, to be governed by and subject to the provisions of said Chapter 183A.

B. Description of Land

The premises that constitute the Condominium consist of the land described on Exhibit A, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof, together with the building and improvements thereon. The Declarant hereby expressly reserves to itself and its successors-in-title and their nominees, for a period ending one (1) year next after the date on which this Master Deed is recorded, the easement, license, right and privilege to pass and re-pass by vehicle and on foot in, upon, over and to the common areas and facilities of the Condominium for all purposes, including but not limited to transportation of construction materials in order to complete work (if any) on the Condominium, provided that in the exercise of the rights reserved by the Declarant in this paragraph, the Declarant will not unreasonably affect the use and enjoyment of the common areas and facilities. Nothing in this paragraph shall be deemed to create any rights in the general public.

C. Description of Building

The building on said land is described on Exhibit B, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. Said building is hereinafter called the "Building."

D. Description of Units

1. **Units** — The unit designation of each unit, and statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the Condominium are as set forth on Exhibit C, which is attached hereto and is hereby incorporated herein by this

Gianni Riccardelli
300 Central St.
Salem, MA 01906

reference and made a part hereof. The boundaries of each unit with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

- (i) **Floors:** The upper surface of the subflooring; 2002112000452 Bk:19646 Pg:20
11/20/2002 11:45:00 MDEED Pg 2/12
- (ii) **Ceilings:** With respect to all units except the top floor unit, the plane of the bottommost surface of the floor joists, and other structural members appurtenant to such floor joists, of the floor above; with respect to the top floor unit, the plane of the bottommost surface of the roof joists and other structural members appurtenant to such roof joists;
- (iii) **Building Walls:** With respect to all units, the plane of the wall studs facing the interior of the unit.
- (iv) **Pipe Chases or Other Enclosures** concealing pipes, wires, or conduits within a unit are part of that unit, but the pipes, wires or conduits within such pipe chase or other enclosure that serve more than one unit are part of the common areas and facilities.
- (v) **Doors and Windows** that open from a unit are part of the unit from which they open, which shall be a part of the common areas and facilities.
- (vii) **All Structural Portions** of the building are part of the common areas and facilities.

2. **Parking** — There is a separate structure to the rear of the Condominium building, which is divided into two equal sections marked “Exclusive Use Unit 1” and “Exclusive Use Unit 2”, respectively as shown on the Site Plan, which is a part of the Master Plans of the Condominium recorded herewith. Notwithstanding anything to the contrary in this Master Deed, the Declarant of this Master Deed, does hereby expressly grant to Unit 1 all rights in and to said area marked “Exclusive Use Unit 1” for the exclusive right to use said area for parking or storage, and hereby grants to Unit 2 said area marked “Exclusive Use Unit 2”, and to Unit 3 said area marked “Exclusive Use Unit 3”; both for the exclusive right to use said area for parking of a motor vehicle used by an owner, occupant or visitor of the said Condominium. In addition, the Declarant does hereby grant to Unit 1 the area marked “Exclusive Use Unit 1 2nd Deeded Parking”, to Unit 1 for the exclusive right to use said area for parking of a motor vehicle used by an owner or occupant of the said Condominium. All maintenance and repairs to said areas, including but not limited to cleaning, snow and ice removal, re-striping, re-paving, and repairs, shall be performed by, and at the sole expense of, the owner, for the time being, of an easement for the exclusive use of said areas as such owner for the time being then appears of record in the Essex County Registry of Deeds. The owners of easements for the exclusive use of said areas shall be obligated to maintain and repair the said areas in a clean and orderly manner. All risk of loss in connection with use, maintenance and repair of said areas shall be borne solely by the owner for the time being of an easement for the exclusive use of the affected

area. All Unit Owners and occupants in the Condominium have an easement to travel across and through any non enclosed areas, and the 9' 5" x 75' driveway to the East of the Condominium building, and only in cases of emergency, to have access to the alley at the West of the building in case of fire or other emergency, but this easement shall not prevent parking of motor vehicles in the Parking Area by those entitled to do so. The provisions of this subsection III shall not be modified or amended without the prior written consent of all of the owners of easements for the exclusive use of the Parking Spaces being obtained in each instance.

The aforementioned 9' 5" x 75' driveway to the East of the Condominium building is encumbered by an easement right of the immediate abutter and owner of land to the Northeast indicated on said Plan as being owned by Edward F. Reeves and Craig E. S. Flood and as such no unit owner or occupant shall interfere with said right in any manner, which shall include, but not be limited to, the prohibition of parking of any vehicles in, or on any portion of said driveway. J.W.W.

3. **Unit 1 Garden Area** — The garden area on the Northwest rear of the building, designated as "Exclusive Use Unit 1 Garden Area" on the Site Plan that is a part of the Master Plans of the Condominium recorded herewith, is hereinafter called the "Unit 1 Garden Area." The owner of Unit 1 shall have, as an appurtenance to said Unit 1, an easement for the exclusive use of the Unit 1 Garden Area and the responsibility to maintain, repair and replace the Unit 1 Garden Area. The owner of Unit 1 shall have the right to change and alter the ground surface of the Unit 1 Garden Area. The owner of Unit 1 shall have the right to place customary furniture and plants in the Unit 1 Garden Area, but no buildings or structures shall be built in the Unit 1 Garden Area without the consent of the Trustees of the Condominium Trust. No furniture or plants shall be placed in the Unit 1 Garden Area that would interfere with the view, and light and air, of any other unit. The provisions of this subsection IV shall not be modified or amended without the prior written consent of the owner of Unit 1 being obtained in each instance.

E. **Description of Common Areas and Facilities and the Proportionate Interest of Each Unit Therein**

The common areas and facilities of the Condominium consist of the entire subject premises as described in paragraph (b) ("Description of Land") of this Master Deed and all parts of the building as described in paragraph (c) ("Description of Building") of this Master Deed, other than the units described on Exhibit C hereto, subject to the provisions and limitations regarding parking set forth in subsection D. 2 hereof, and subject to the rights of the owner of Unit 1 with respect to the Unit 1 Garden Area as provided in subsection D. 3 hereof.

Without limiting the foregoing language in this paragraph (e), the common areas and facilities of the Condominium include:

- (i) the land described in paragraph (b) ("Description of Land") of this Master Deed, subject to the provisions regarding parking set forth in subsection D. 2 hereof and subject to the provisions

F. Plans

A set of the floor plans of the building showing the layout, location, unit numbers and dimensions of the units, and bearing the verified statement of a Registered Architect certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the units as built, all pursuant to Massachusetts General Laws, Chapter 183A, have been recorded simultaneously with the recording of this Master Deed. Said set of plans, herein sometimes called the "Master Plans," is hereby incorporated herein by this reference and made a part hereof.

G. Use of Units

- (i) The building and each of the units are intended only for residential purposes by not more than one family unit nor more than two (2) unrelated persons per bedroom; provided, however, that any of the units may also be used as an office and/or artist's studio but only accessory to such residential use and only if and to the extent such accessory office and/or artist's studio use is permitted by applicable zoning laws; and
- (ii) No unit shall be used or maintained in a manner inconsistent with the Bylaws of the Condominium Trust and the rules and regulations from time to time adopted pursuant thereto; and
- (iii) Pursuant to a special permit issued by the City of Salem, Unit 3 is required to be occupied by the owner.

H. Amendment of Master Deed

- (i) This Master Deed may be amended by an instrument in writing (i) signed and acknowledged in proper form for recording by the owners of units entitled to not less than seventy-five (75%) percent of the undivided interests in the common areas and facilities and (ii) signed and acknowledged in proper form for recording by not less than fifty-one (51%) percent (except in cases where a higher percentage is required by Section 33 of the Bylaws of the Condominium Trust) of the holders of first mortgages on the units (based upon one vote for each mortgage owned), but only if such amendment would materially affect the rights of any mortgagee; and (iii) signed and acknowledged in proper form for recording by a majority of the Trustees of the Condominium Trust; and (iv) duly recorded in the Essex County Registry of Deeds, provided, however, that:
- (ii) The date on which any such instrument amending this Master Deed is first signed by a Unit Owner, or mortgagee, or Trustee of the Condominium Trust, shall be indicated thereon as the date of such instrument, and no such instrument shall be of any force or

effect unless and until the same has been recorded in the Essex County Registry of Deeds within six (6) months after such date; and

- (iii) Pursuant to the provisions of Chapter 87 of the Acts of 1987, the percentage of the undivided interest of each Unit Owner in the common areas and facilities shall not be altered without the consent of all Unit Owners whose percentage of the undivided interest is affected, expressed in an amended Master Deed duly recorded; and
- (iv) No instrument of amendment that alters the dimensions of any unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the owner or owners and mortgagee or mortgagees of the units so altered; and
- (v) No instrument of amendment that alters the rights of the Declarant, or the rights of the owners of easements for the exclusive use of Parking Spaces, shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by, respectively, the Declarant, so long as the Declarant owns any unit in the Condominium, or the owners of Units 1 or 5, or the owners of easements for the exclusive use of Parking Spaces, respectively; and
- (vi) No instrument of amendment that alters this Master Deed in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws, Chapter 183A, shall be of any force or effect.
- (vii) Notwithstanding any other provisions of this Section (h), no amendment of this Master Deed shall be made if such amendment would contravene the provisions of Section 33 of the Bylaws of the Condominium Trust.
- (viii) Notwithstanding anything to the contrary herein, so long as the Declarant owns any unit in the Condominium, the Declarant shall have the right, at any time, and from time to time, to amend this Master Deed without the consent of any other Unit Owners or any of the Trustees of the Condominium Trust, to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the secondary mortgage market, or any lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission.

I. Condominium Unit Owners' Association

The name of the Trust that has been formed and through which the Unit Owners will manage and regulate the Condominium hereby established is the JBA Condominium Trust Trust under Declaration of Trust dated this same date, to be recorded herewith. Said Declaration of Trust establishes that all Unit Owners in the Condominium hereby established shall be beneficiaries of said Trust, and that the beneficial interest of each Unit Owner in said Trust shall be the same percentage interest as his percentage of undivided interest in the common areas and facilities as established by this Master Deed. The mailing address of said Trust is 5 Gardner Street, Salem, Massachusetts 01970.

The names and addresses of the Trustees of said Trust and their term of office are as follows:

John W. Worth, 300 Lynn Shore Drive, Unit #210, Lynn, Essex
County, Massachusetts

John E. Worth, 300 Lynn Shore Drive, Unit #210, Lynn, Essex
County, Massachusetts

Gino Ricciardelli, 95 Audobon Road, Apartment #611, Wakefield,
Middlesex County, Massachusetts

Term: As set forth in Section III of the Declaration of Trust of
JBA Condominium Trust.

The Trustees have enacted Bylaws pursuant to Massachusetts General Laws, Chapter 183A, which are set forth in the Declaration of Trust of said Trust which is recorded herewith.

J. Name of Condominium

The Condominium hereby established shall be known as the "JBA Condominium Trust."

K. Encroachments

If any portion of the common areas and facilities now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common areas and facilities, or if any such encroachment or encroachments shall occur at any time or from time to time hereafter as the result of (1) settling of the building, or (2) condemnation or eminent domain proceedings, or (3) alteration or repair of the common areas and facilities or any part thereof done pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the Condominium Trust as the same may be from time to time amended, or (4) repair or restoration of the building or any unit therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of same for so long as the building stands.

L. Pipes, Wires, Flues, Ducts, Conduits, Plumbing Lines and Other Common Facilities Located Inside of Units

Each Unit Owner shall have an easement in common with the owner of the other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving his unit. Each unit shall be subject to an easement in favor of the owner of the other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities serving such other units and located in such unit. The Trustees of the Condominium Trust shall have a right of access to each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace any portions of the common areas and facilities contained therein or elsewhere in the building.

M. All Units Subject to Master Deed, Unit Deed, and Bylaws and Rules and Regulations of the Condominium Trust

All present and future owners, tenants, visitors, servants and occupants of units and Parking Spaces shall be subject to, and shall comply with, the provisions of this Master Deed as the same may be from time to time amended, the Unit Deed, the Condominium Trust, and the Bylaws, and Rules and Regulations of the Condominium Trust as the same may be from time to time amended, and the rights, easements, agreements and restrictions of record and all matters set forth on Exhibit A hereto insofar as the same now are, or will be in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into a lease or into occupancy of any unit or Parking Space shall constitute an agreement that the provisions of this Master Deed as the same may be from time to time amended, and the said rights, easements, agreements and restrictions, and all matters set forth on Exhibit A hereto, and the Unit Deed, and the Condominium Trust and the Bylaws and Rules and Regulations thereto, as the same may be from time to time amended, are accepted and ratified by such owner, tenant, visitor, servant or occupant. All such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit or Parking Space as though such provisions were recited or stipulated at length in each and every deed or conveyance or lease or occupancy agreement hereof.

N. Federal Home Loan Mortgage Corporation; Federal National Mortgage Association

Reference is hereby made to Section 33 of the Bylaws of the Condominium Trust, which is hereby incorporated herein by this reference and made a part hereof.

O. Invalidity

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed, and in such event, all of the provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

P. Waiver

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

Q. Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed or the intent of any provisions hereof.

R. Conflicts

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

S. Liability

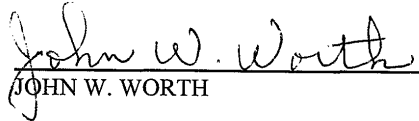
Notwithstanding anything to the contrary herein, and notwithstanding any custom or usage to the contrary, it is expressly understood and agreed that only the real estate that constitutes the JBA Condominium Trust shall be bound by the provisions of this Master Deed. The Declarant, and any of them, shall never be personally or individually bound or liable to anyone whomsoever with respect to any of the provisions of this Master Deed beyond the Declarant's interest in the real estate that constitutes the JBA Condominium Trust.

EXECUTED as an instrument under seal at Saugus, Essex County, Massachusetts this 19th day of March, 2002.

Signed and sealed in the presence of:



Witness



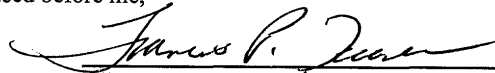
JOHN W. WORTH

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

11-19, 2002

Then personally appeared the above named John W. Worth and acknowledged the foregoing instrument to be his free act and deed before me,



Francis P. Quante, Notary Public
My Commission Expires: 1-24-03

Exhibit A

Incorporated by reference into and made a part of the Master Deed of JBA Condominium Trust, 5 Gardner Street, Salem, Essex County, Massachusetts.

DESCRIPTION OF LAND

The premises that constitute the Condominium consist of the following described land in Salem, Essex County, Massachusetts, together with the building thereon, bounded and described as follows:

A certain parcel of land with the building thereon known as and numbered 5 Gardner Street, Salem, Essex County, Massachusetts, bounded and described as follows:

- WESTERLY: by Gardner Street, about Forty-Three (43) feet; thence running;
- SOUTHERLY: by land of Poussard, Seventy-Five (75) feet; thence running;
- EASTERLY: by more land of Poussard, three (3) feet; thence running;
- SOUTHERLY: by still more land of Poussard, formerly of Jelly, Seventy-Eight (78) feet more or less; thence running;
- EASTERLY: by land of Gagnon, Forty (40) feet; and thence running;
- NORTHERLY: by land of Batchelder, about One Hundred Fifty-Five and Seventy-Five Hundredths (155.75) feet to the point begun at.

For title reference, see deed of Kathleen S. Worth and John E. Worth, which deed is dated May 29, 1991 and is recorded in the Essex County Registry of Deeds in Book 10822 at Page 567.

Said Premises are subject to zoning laws of the City of Salem, and are subject to and with the benefit of rights, restrictions, easements, and agreements of record, if any, so far as are now in force and applicable.

The above described Premises are also subject to easements for utility and telephone services granted to any public utility or telephone company by the Declarant, whether granted heretofore or hereafter, to the extent that the same are now or hereafter in force and applicable. The Trustees of the Condominium Trust shall have the right to grant permits, licenses and easements over the common areas and facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the condominium project.

Exhibit B

Incorporated by reference into and made a part of the Master Deed of JBA Condominium Trust, 5 Gardner Street, Salem, Essex County, Massachusetts.

DESCRIPTION OF BUILDING

There is one building and a garage on the land, which is described on Exhibit A to this Master Deed.

The Building is a two and one-half (2½) story building, plus basement. The building is constructed principally of wood. The floor joists and the roof joists are wood. The roof is slate. There are three (3) residential units.

The garage is constructed of concrete block and is to the Southeast rear of the building as shown on the Master Plan.

The basement contains a boiler, which contains the central boiler and one (1) hot water heater for the building, as well as four (4) electric meters. The heating system is a central oil heat, forced hot water gravity feed system. The boiler and hot water heater are common. The basement contains a stairway which is common, three laundry areas which are for exclusive use of the individual units, as well as exclusive storage rooms/areas for Units 1, 2 and 3. The Trustees of the Condominium Trust shall have the easement and right to enter any exclusive areas at the basement level, or otherwise, to gain access for necessary repairs, maintenance, etc. Such access shall be at reasonable times and at reasonable intervals, and pursuant to advance notice in each instance with the owner of said exclusive use, except only in cases of emergency.

The first floor contains a front building entrance which is exclusive to the first floor unit, the main building entrance for access to the main stairway leading to the second and third floor, rear entrance, the main and rear building stairway, and front and rear porches, all of which are common. The first floor also contains all of Unit 1. The owners, occupants and guests of Units 1 and 2 shall have an easement right over the rear first floor porch for the purpose of access and egress to the main entrance only.

The second floor contains all of Unit 2. The second floor also contains a portion of the main and rear building stairway and front and rear porches which are common. The owner of Unit 2 shall have exclusive use of the front porch on the second floor and the owner of Units 2 and 3 shall each have exclusive use of 50% of the rear porch, Unit 2 having the 50% containing the storage shed, as shown on the Unit Plan, which shall also be used exclusively by Unit 2.

The third floor contains Unit 3. The third floor also contains a portion of the main and rear building stairway, which is common.

All stairways that are contained wholly within a unit, if any, are a part of that unit.

Exhibit C

Exhibit C is hereby incorporated by reference into and made a part of the Master Deed of JBA Condominium Trust, 5 Gardner Street, Salem, Essex County, Massachusetts.

DESCRIPTION OF UNITS

The unit designation of each unit and statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the condominium, are as follows:

Key: BR=Bedroom; K=Kitchen; DR=Dining Room; LR=Living Room;
LR/KR=Combination Living Room and Kitchen; B=Bathroom;
SR=Storage Room.

Unit Designation	Statement of Unit Location	Approx. Area of Unit in Square Feet	Number and Designation of Rooms	Immediate Common Area to Which Unit Has Access	Proportionate Interest of Unit in Common Areas & Facilities
1	First Floor	1,300 ft ²	7-3BR, K, LR, DR, B	Front Main Entrance and Rear Main Entrance Area	36%
2	Second Floor	1,228 ft ²	7-3BR, DR, LR, K, B	Main Stairway and Rear Stairway	34%
3	Third Floor	1,104 ft ²	5-2BR, LR, K	Front Stairway and Rear Stairway	30%

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Locus: Condominium Unit 1
5 Gardner Street
Salem, Massachusetts 01970


2002121100981 Bk:19786 Pg:476
12/11/2002 10:44:00 DEED Pg 1/5

**JBA CONDOMINIUM
5 GARDNER STREET
SALEM, MASSACHUSETTS 01970**

Grantor: John W. Worth
Grantee: Kathleen Spofford Worth
Unit Number: 1
Common Area Interest: 36%
Parking Spaces: Unit 1

Master Deed Dated November 19,2002 and recorded on November 20, 2002 in the Essex County Registry of Deeds Southern District in Book 19646 at Page 19. Master Plans filed therewith.

JBA Condominium Trust, Bylaws and Rules and Regulations dated November 19, 2002, recorded in the Essex County Registry of Deeds Southern District on November 20, 2002, in Book 19646 at Page 32 .

CONDOMINIUM UNIT DEED

John W. Worth, of 300 Lynn Shore drive, Unit 210, Lynn, Essex County, Massachusetts (hereinafter called the "Grantor"), in full consideration of one (\$1.00) Dollar paid, grants to

Kathleen Spofford Worth
of 5 Gardner Street, Unit 1
Salem, Massachusetts 01970

hereinafter collectively called the "Grantee,"

with QUITCLAIM COVENANTS,

the Condominium Unit known as Condominium Unit Number 1 (hereinafter called the "Subject Unit"), in the Condominium known as JBA Condominium, a Condominium (hereinafter called the "Condominium"), established by Master Deed dated November 19, 2002, and recorded on November 20, 2002, in the Essex County Registry of Deeds Southern District, in Book 19646 at Page 19 (hereinafter called the "Master Deed").

The post office address of the Condominium is 5 Gardner Street, Salem, Essex County, Massachusetts 01970. The land is described in said Master Deed. This Deed, the Subject Unit and

*Kathleen Worth
5 Gardner Street Unit 1
Salem, MA 01970*

the Condominium are subject to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums").

The Subject Unit is shown on the Master Plan of the Condominium filed in the Essex County Registry of Deeds and on the Unit Plan of the Subject Unit, which is attached hereto as Exhibit A, and the verified statement of a registered architect in the form required by Massachusetts General Laws, Chapter 183A, Section 8 and 9, that is affixed to said Master Plans and Unit Plan.

The Subject Unit is hereby conveyed together with:

1. An undivided twenty-seven percent (36%) interest in the common areas and facilities of the Condominium described in the Master Deed appertaining to the Subject Unit;
2. **An easement, as an appurtenance to the Subject Unit, for the exclusive use of the Parking Space shown as "DEEDED PARKING EXCLUSIVE USE UNIT 1" on the Plan referred to in the Master Deed;**
3. An easement for the continuance of all encroachments by the Subject Unit on the adjoining units or on the common areas and facilities existing as a result of construction of the Building, or that may come into existence hereafter as a result of:
 - (1) settling of the Building; or
 - (2) condemnation or eminent domain proceedings, or
 - (3) alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the JBA Condominium Trust as the same may be from time to time amended; or
 - (4) repair or restoration of the Building or any Unit therein after damage by fire or other casualty; and
4. An easement to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving the Subject Unit.

The Subject Unit is hereby conveyed subject to:

1. Easements in favor of the adjoining units and in favor of the common areas and facilities for the continuance of all encroachments of the adjoining units or common areas and facilities on the Subject Unit existing as a result of construction of the Building or that may come into existence hereafter as a result of:
 - (1) settling of the Building; or

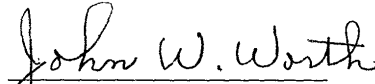
- (2) condemnation or eminent domain proceedings; or
 - (3) alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the JBA Condominium Trust as the same may be from time to time amended; or
 - (4) repair or restoration of the Building or any unit therein after damage by fire or other casualty; and
2. An easement in favor of the Owners of other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the Subject Unit and serving the other units;
 3. The provisions of the Master Deed and Master Plans of the Condominium recorded simultaneously with and as part of the Master Deed, and the provisions of the Declaration of Trust of the JBA Condominium Trust and the Bylaws and Rules and Regulations thereto (which Declaration of Trust of the JBA Condominium Trust, Bylaws and Rules and Regulations, dated November 19, 2002, are recorded in the Essex County Registry of Deeds Southern District, in Book 19646 , at Page 32), as the same may be amended from time to time by instruments recorded with said Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time interest or estate in the Subject Unit, or parking space, including his or her family, tenants, servants, visitors and occupants, as though such provisions were recited and stipulated at length herein;
 4. Easements, rights, obligations provisions, agreements, restrictions, building line limitation, zoning regulations, public utility and telephone easements, easements in favor of the Declarant of the Master Deed, and all other matters set forth or referred to in the Master Deed; and
 5. The provisions of Massachusetts General Laws, Chapter 183A (“Condominiums”).

For title reference, see deed of Kathleen Spofford Worth and John E. Worth, which deed is dated May 29, 1991 and is recorded in the Essex County Registry of Deeds Southern District in Book 10822 at Page 567.

The Subject Unit is intended only for residential use by not more than one family unit, nor more than three unrelated persons, provided, however, that the Subject Unit may also be used as an office and/or artist’s studio, but (i) only accessory to such residential use; (ii) only if and to the extent such accessory office and/or artist’s studio use is permitted by the applicable zoning laws; and (iii) only in accordance with the restrictions on such office and/or artist’s studio use set forth in the Bylaws of the JBA Condominium Trust and Rules and Regulations thereto, as the same may from time to time be amended.

The Subject Unit shall not be used or maintained in a manner inconsistent with the provisions of the Master Deed, or of this Unit Deed, or the JBA Condominium Trust and the Bylaws and rules and regulations thereto, as the same may from time to time be amended.

EXECUTED as an instrument under seal at Saugus, Essex County, Massachusetts this 26th day of November, 2002.




John W. Worth

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

November 26, 2002

Then personally appeared the above-named John W. Worth, and acknowledged the foregoing instrument to be his free act and deed, before me,



Gino Ricciardelli
Notary Public
My commission expires: 7/2/04

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125 - JU-9

Locus: Condominium Unit 1
5 Gardner Street
Salem, Massachusetts 01970

JBA CONDOMINIUM
5 GARDNER STREET
SALEM, MASSACHUSETTS 01970


2010112600327 Bk:30005 Pg:30
11/26/2010 02:46 DEED Pg 1/4

Grantor: Kathleen Spofford Worth
Grantee: Bonnie Jean LeBlanc
Unit Number: 1
Common Area Interest: 36%
Parking Spaces: Unit 1

Master Deed Dated November 19,2002 and recorded on November 20, 2002 in the Essex County Registry of Deeds Southern District in Book 19646 at Page 19. Master Plans filed therewith.

JBA Condominium Trust, Bylaws and Rules and Regulations dated November 19, 2002, recorded in the Essex County Registry of Deeds Southern District on November 20, 2002, in Book 19646 at Page 32 .

CONDOMINIUM UNIT DEED

Karen Spofford Worth, now of 5 Gardner Street, Unit 1, Salem, Essex County, Massachusetts (hereinafter called the "Grantor"), in full consideration of one (\$1.00) Dollar paid, grants to

Bonnie Jean LeBlanc
of 96 North Street
Danvers, Massachusetts 01923

hereinafter collectively called the "Grantee,"

with QUITCLAIM COVENANTS,

the Condominium Unit known as Condominium Unit Number 1 (hereinafter called the "Subject Unit"), in the Condominium known as JBA Condominium, a Condominium (hereinafter called the "Condominium"), established by Master Deed dated November 19, 2002, and recorded on November 20, 2002, in the Essex County Registry of Deeds Southern District, in Book 19646 at Page 19 (hereinafter called the "Master Deed").

The post office address of the Condominium is 5 Gardner Street, Salem, Essex County, Massachusetts 01970. The land is described in said Master Deed. This Deed, the Subject Unit and the Condominium are subject to the provisions of Massachusetts General Laws, Chapter 183A

Box 47

("Condominiums").

The Subject Unit is shown on the Master Plan of the Condominium filed in the Essex County Registry of Deeds and on the Unit Plan of the Subject Unit, which is attached hereto as Exhibit A, and the verified statement of a registered architect in the form required by Massachusetts General Laws, Chapter 183A, Section 8 and 9, that is affixed to said Master Plans and Unit Plan.

The Subject Unit is hereby conveyed together with:

1. An undivided twenty-seven percent (36%) interest in the common areas and facilities of the Condominium described in the Master Deed appertaining to the Subject Unit;
2. **An easement, as an appurtenance to the Subject Unit, for the exclusive use of the Parking Space shown as "DEEDED PARKING EXCLUSIVE USE UNIT 1" on the Plan referred to in the Master Deed;**
3. An easement for the continuance of all encroachments by the Subject Unit on the adjoining units or on the common areas and facilities existing as a result of construction of the Building, or that may come into existence hereafter as a result of:
 - (1) settling of the Building; or
 - (2) condemnation or eminent domain proceedings, or
 - (3) alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the JBA Condominium Trust as the same may be from time to time amended; or
 - (4) repair or restoration of the Building or any Unit therein after damage by fire or other casualty; and
4. An easement to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving the Subject Unit.

The Subject Unit is hereby conveyed subject to:

1. Easements in favor of the adjoining units and in favor of the common areas and facilities for the continuance of all encroachments of the adjoining units or common areas and facilities on the Subject Unit existing as a result of construction of the Building or that may come into existence hereafter as a result of:
 - (1) settling of the Building; or
 - (2) condemnation or eminent domain proceedings; or

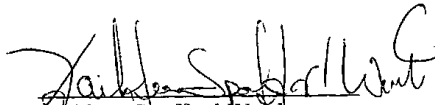
- (3) alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the JBA Condominium Trust as the same may be from time to time amended; or
 - (4) repair or restoration of the Building or any unit therein after damage by fire or other casualty; and
2. An easement in favor of the Owners of other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the Subject Unit and serving the other units;
3. The provisions of the Master Deed and Master Plans of the Condominium recorded simultaneously with and as part of the Master Deed, and the provisions of the Declaration of Trust of the JBA Condominium Trust and the Bylaws and Rules and Regulations thereto (which Declaration of Trust of the JBA Condominium Trust, Bylaws and Rules and Regulations, dated November 19, 2002, are recorded in the Essex County Registry of Deeds Southern District, in Book 19646 , at Page 32), as the same may be amended from time to time by instruments recorded with said Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time interest or estate in the Subject Unit, or parking space, including his or her family, tenants, servants, visitors and occupants, as though such provisions were recited and stipulated at length herein;
4. Easements, rights, obligations provisions, agreements, restrictions, building line limitation, zoning regulations, public utility and telephone easements, easements in favor of the Declarant of the Master Deed, and all other matters set forth or referred to in the Master Deed; and
5. The provisions of Massachusetts General Laws, Chapter 183A ("Condominiums").

For title reference, see deed of John W. Worth, which deed is dated November 26, 2002 and is recorded in the Essex County Registry of Deeds Southern District in Book 19786 at Page 476.

The Subject Unit is intended only for residential use by not more than one family unit, nor more than three unrelated persons, provided, however, that the Subject Unit may also be used as an office and/or artist's studio, but (i) only accessory to such residential use; (ii) only if and to the extent such accessory office and/or artist's studio use is permitted by the applicable zoning laws; and (iii) only in accordance with the restrictions on such office and/or artist's studio use set forth in the Bylaws of the JBA Condominium Trust and Rules and Regulations thereto, as the same may from time to time be amended.

The Subject Unit shall not be used or maintained in a manner inconsistent with the provisions of the Master Deed, or of this Unit Deed, or the JBA Condominium Trust and the Bylaws and rules and regulations thereto, as the same may from time to time be amended.

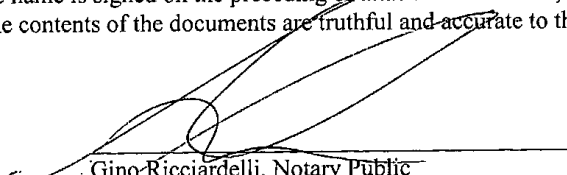
EXECUTED as an instrument under seal at Saugus, Essex County, Massachusetts this 23rd day of November, 2010.


Kathleen Spofford Worth

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this 23rd day of November, 2010, before me, the undersigned notary public, personally appeared Kathleen Spofford Worth and proved to me through satisfactory evidence of identification, which was Photographic identification with signature issued by a federal or state government agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached documents, and who swore or affirmed to me that the contents of the documents are truthful and accurate to the best of her knowledge and belief.


Gino Ricciardelli, Notary Public
My Commission Expires: 07/21/2011



GINO RICCIARDELLI
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 21, 2011

6.
E
H

DP/2

2015021800093 Bk:33858 Pg:23
02/18/2015 09:38 DEED Pg 1/4

CONDOMINIUM UNIT DEED

Bonnie Jean LeBlanc, of North Andover, Essex County, Massachusetts (hereinafter called the "Grantor"), for consideration paid and in full consideration of One (\$1.00) Dollar, grant to Kathleen Spofford Worth, of 5 Gardner Street, Unit 1, Salem, Essex County, Massachusetts 01970, (hereinafter called the "Grantee") with QUITCLAIM COVENANTS,

The Condominium Unit known as Condominium Unit Number 1 (hereinafter called the "Subject Unit") in the Condominium known as JBA Condominium, a Condominium (hereinafter called the "Condominium"), established by Master Deed dated November 19, 2002 and recorded on November 20, 2002 in the Essex County Registry of Deeds South District, in Book 19646 at Page 19 (hereinafter called the "Master Deed").

The post office address of the Condominium is 5 Gardner Street, Salem, Essex County, Massachusetts 01970. The land is described in said Master Deed. This Deed, the Subject Unit and the Condominium as subject to the provisions of Massachusetts General Laws Chapter 183A ("Condominiums").

The Subject Unit is shown on the Master Plan of the Condominium filed in the Essex County Registry of Deeds and on the Unit Plan of the Subject Unit, which is attached thereto as Exhibit A, and the verified statement of a registered architect in the form required by Massachusetts General laws, Chapter 183A, section 8 and 9, that is affixed to said Master Plan and Unit Plan.

The Subject Unit is hereby conveyed together with:

1. An undivided thirty-six per cent (36%) interest in the common areas and facilities of the Condominium described in Master Deed appertaining to the Subject Unit;
2. An easement, as an appurtenance to the Subject Unit, for the exclusive use of the Parking Space shown as "Deeded Parking Exclusive Use Unit 1) on the Plan referred to in the Master Deed;
3. An easement for the continuance of all encroachments by the Subject Unit on the adjoining units or on the common areas and facilities existing as a result of construction of the Building, or that may come into existence hereafter as a result of:

5 Gardner St., Unit #1, Salem, MA 01970

- (1) settling of the Building; or
 - (2) condemnation or eminent domain proceedings; or
 - (3) alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the JBA Condominium Trust as the same may be from time to time amended; or
 - (4) repair or restoration of the Building or any Unit therein after damage by fire or other casualty; and
4. An easement to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving the Subject Unit.

The Subject Unit is conveyed subject to:

1. Easements in favor of the adjoining units and in favor of the common areas and facilities for the continuance of all encroachments of the adjoining units or common areas and facilities on the Subject Unit existing as a result of the construction of the Building or that may come into existence hereafter as a result of:
 - (1) settling of the Building; or
 - (2) condemnation or eminent domain proceedings; or
 - (3) alteration or repair of the common areas and facilities or any party thereof made pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the JBA Condominium Trust as the same may be from time to time amended; or
 - (4) repair of restoration of the Building or any unit therein after damage by fire or other casualty; and
2. An easement in favor of the Owners of other units to use all pipes wires, flues, ducts, conduits, plumbing lines and other portion of the common areas and facilities located in the Subject Unit and serving other units;
3. The provisions of the Master Deed and Master Plans of the Condominium recorded simultaneously with and as part of the Master Deed, and the provision of the Declaration of Trust of the JBA Condominium Trust and the Bylaws and Rules and Regulations thereto (which Declaration of Trust of the JBA Condominium Trust, Bylaws and Rules

and Regulations, dated November 19, 2002, are recorded in the Essex County Registry of Deeds Southern District, in Book 19646, at Page 32) as the same may be amended from time to time by instruments recorded with said Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time interest or estate in the Subject Unit, or parking space, including his or her family, tenants, servants, visitors and occupants, as though such provisions were recited and stipulated at length herein;

4. Easements, rights, obligations, provisions, agreements, restrictions, building line limitation, zoning regulations, public utility and telephone easements, easements in favor of the Declarant of the Master Deed, and all other matters set forth or referred to in the Master Deed; and
5. The provisions of Massachusetts General Laws Chapter 183A ("Condominiums").

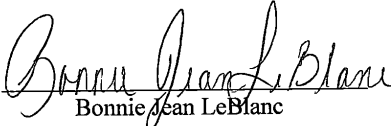
For title reference, see deed of Kathleen Spofford Worth, a/k/a Karen Spofford Worth, to the Grantor dated November 23, 2010 and recorded in the Essex County Registry of Deeds Southern District in Book 30005, Page 30.

The Subject Unit is intended only for residential use by not more than one family unit, nor more than three unrelated persons, provided, however, that the Subject Unit may also be used as an office and/or artist studio, but (i) only accessory to such residential use; (ii) only if and to the extent such accessory office and/or artist's studio use is permitted by the applicable zoning laws; and (iii) only in accordance with the restrictions on such office and/or artist's studio use as set forth in the Bylaws of the JBA Condominium Trust and Rules and Regulations thereto, as the same may from time to time be amended.

The Subject Unit shall not be used or maintained in a manner inconsistent with the provisions of the Master Deed or of this Unit Deed, or the JBA Condominium Trust and the Bylaws and rules and regulations thereto, as the same may from time to time be amended.

The Grantor hereby certifies under the penalties of perjury that the granted premises are not homestead property and hereby further certifies under the penalties of perjury that no other parties are entitled to homestead rights in the granted property.

Executed as a sealed instrument this this 3rd day of ~~January~~ ^{February}, 2015.


Bonnie Jean LeBlanc

67
21

2002112201029 Bk:19668 Pg:130
11/22/2002 16:23:00 DEED Pg 1/6

Locus: Condominium Unit 2
5 Gardner Street
Salem, Massachusetts 01970

**JBA CONDOMINIUM
5 GARDNER STREET
SALEM, MASSACHUSETTS 01970**

Grantor: John W. Worth
Grantee: James Maynard and James Singletary
as joint tenants with rights of survivorship
Unit Number: 2
Common Area Interest: 34%
Parking Space: Unit 2

Master Deed Dated November 19,2002 and recorded on November 20, 2002 in the Essex County Registry of Deeds Southern District in Book 19646 at Page 19. Master Plans filed therewith.

JBA Condominium Trust, Bylaws and Rules and Regulations dated November 19, 2002, recorded in the Essex County Registry of Deeds Southern District on November 20, 2002, in Book 19646 at Page 32 .

CONDOMINIUM UNIT DEED

John W. Worth, of 300 Lynn Shore drive, Unit 210, Lynn, Essex County, Massachusetts (hereinafter called the "Grantor"), in full consideration of the sum of two hundred fifteen thousand nine hundred dollars (\$215,900.00) paid, grants to

James P. Maynard and James D. Singletary
as joint tenants with rights of survivorship
both of 5 Gardner Street, Unit 2,
Salem, Massachusetts 01970

hereinafter collectively called the "Grantee,"

with QUITCLAIM COVENANTS,

the Condominium Unit known as Condominium Unit Number 2 (hereinafter called the "Subject Unit"), in the Condominium known as JBA Condominium, a Condominium (hereinafter called the "Condominium"), established by Master Deed dated November 19, 2002, and recorded on November 20, 2002, in the Essex County Registry of Deeds Southern District, in Book 19646 at Page 19 (hereinafter called the "Master Deed").

SALEM
DEEDS REG 10
ESSEX SOUTH
11/22/02 4:17PM 01
000000 #8665
FEE \$984.96
CASH \$984.96

The post office address of the Condominium is 5 Gardner Street, Salem, Essex County, Massachusetts 01970. The land is described in said Master Deed. This Deed, the Subject Unit and the Condominium are subject to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums").

The Subject Unit is shown on the Master Plan of the Condominium filed in the Essex County Registry of Deeds and on the Unit Plan of the Subject Unit, which is attached hereto as Exhibit A, and the verified statement of a registered architect in the form required by Massachusetts General Laws, Chapter 183A, Section 8 and 9, that is affixed to said Master Plans and Unit Plan.

The Subject Unit is hereby conveyed together with:

1. An undivided twenty-seven percent (34%) interest in the common areas and facilities of the Condominium described in the Master Deed appertaining to the Subject Unit;
2. **An easement, as an appurtenance to the Subject Unit, for the exclusive use of the Parking Space shown as "DEEDED PARKING EXCLUSIVE USE UNIT 2" on the Plan referred to in the Master Deed;**
3. An easement for the continuance of all encroachments by the Subject Unit on the adjoining units or on the common areas and facilities existing as a result of construction of the Building, or that may come into existence hereafter as a result of:
 - (1) settling of the Building; or
 - (2) condemnation or eminent domain proceedings, or
 - (3) alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the JBA Condominium Trust as the same may be from time to time amended; or
 - (4) repair or restoration of the Building or any Unit therein after damage by fire or other casualty; and
4. An easement to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving the Subject Unit.

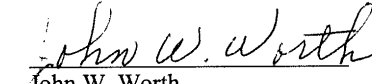
The Subject Unit is hereby conveyed subject to:

1. Easements in favor of the adjoining units and in favor of the common areas and facilities for the continuance of all encroachments of the adjoining units or common areas and facilities on the Subject Unit existing as a result of construction of the Building or that may come into existence hereafter as a result of:

time be amended.

The Subject Unit shall not be used or maintained in a manner inconsistent with the provisions of the Master Deed, or of this Unit Deed, or the JBA Condominium Trust and the Bylaws and rules and regulations thereto, as the same may from time to time be amended.

EXECUTED as an instrument under seal at Saugus, Essex County, Massachusetts this 21 day of November, 2002.

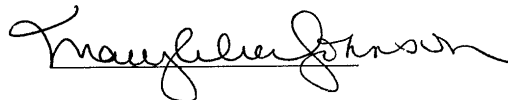

John W. Worth

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

November²¹, 2002

Then personally appeared the above-named John W. Worth, and acknowledged the foregoing instrument to be his free act and deed, before me,



Notary Public

My commission expires: 12/20/07



SO.ESSEX #338 Bk:39928 Pg:377
05/28/2021 11:17 AM DEED Pg 1/3
eRecorded

QUITCLAIM DEED

We, James Maynard a/k/a James P Maynard and James Singletary a/k/a James D Singletary a married couple, both of Salem, Essex County, Massachusetts

For Consideration paid and in full consideration of Three Hundred Seventy-Six Thousand \$376,000.00 Dollars

GRANT TO Jennifer Polinski, *Individually*

MASSACHUSETTS EXCISE TAX
Southern Essex District ROD
Date: 05/28/2021 11:17 AM
ID: 1456075 Doc# 20210528003380
Fee: \$1,714.56 Cons: \$376,000.00

now of 5 Gardner Street, Unit 2, Salem Massachusetts, 01970

With **QUITCLAIM COVENANTS**

the Condominium Unit known as Condominium Unit Number 2 (hereinafter called the "Subject Unit"), in the Condominium known as JBA Condominium, a Condominium (hereinafter called the "Condominium"), established by Master Deed dated November 19, 2002, and recorded on November 20, 2002, in the Essex County Registry of Deeds Southern District, in Book 19646 at Page 19 (hereinafter called the "Master Deed").

The post office address of the Condominium is 5 Gardner Street, Salem, Essex County, Massachusetts 01970. The land is described in said Master Deed. This Deed, the Subject Unit and the Condominium are subject to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums").

The Subject Unit is shown on the Master Plan of the Condominium filed in the Essex County Registry of Deeds and on the Unit Plan of the Subject Unit, which is attached hereto as Exhibit A, and the verified statement of a registered architect in the form required by Massachusetts General Laws, Chapter 183A, Section 8 and 9, that is affixed to said Master Plans and Unit Plan. The Subject Unit is hereby conveyed together with:

1. An undivided twenty-seven percent (34%) interest in the common areas and facilities of the Condominium described in the Master Deed appertaining to the Subject Unit;
2. An easement, as an appurtenance to the Subject Unit, for the exclusive use of the Parking Space shown as "DEEDED PARKING EXCLUSIVE USE UNIT 2" on the Plan referred to in the Master Deed;
3. An easement for the continuance of all encroachments by the Subject Unit on the adjoining units or on the common areas and facilities existing as a result of construction of the Building, or that may come into existence hereafter as a result of:

Property Address: 5 Gardner Street, Unit 2, Salem, MA 01970

- (1) settling of the Building; or
 - (2) condemnation or eminent domain proceedings, or
 - (3) alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the JBA Condominium Trust as the same may be from time to time amended; or
 - (4) repair or restoration of the Building or any Unit therein after damage by fire or other casualty; and
4. An easement to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving the Subject Unit.

The Subject Unit is hereby conveyed subject to:

1. Easements in favor of the adjoining units and in favor of the common areas and facilities for the continuance of all encroachments of the adjoining units or common areas and facilities on the Subject Unit existing as a result of construction of the Building or that may come into existence hereafter as a result of:
 - (1) settling of the Building; or
 - (2) condemnation or eminent domain proceedings; or
 - (3) alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the JBA Condominium Trust as the same may be from time to time amended; or
 - (4) repair or restoration of the Building or any unit therein after damage by fire or other casualty; and
2. An easement in favor of the Owners of other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the Subject Unit and serving the other units;
3. The provisions of the Master Deed and Master Plans of the Condominium recorded simultaneously with and as part of the Master Deed, and the provisions of the Declaration of Trust of the JBA Condominium Trust and the Bylaws and Rules and Regulations thereto (which Declaration of Trust of the JBA Condominium Trust, Bylaws and Rules and Regulations, dated November 19, 2002, are recorded in the Essex County Registry of Deeds Southern District, in Book 19646, at Page 32), as the same may be amended from time to time by instruments recorded with said Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time interest or estate in the Subject Unit, or parking space, including his or her family, tenants, servants, visitors and occupants, as though such provisions were recited and stipulated at length herein;
4. Easements, rights, obligations provisions, agreements, restrictions, building line limitation, zoning regulations, public utility and telephone easements, easements in favor of the Declarant of the Master Deed, and all other matters set forth or referred to in the Master Deed; and
5. The provisions of Massachusetts General Laws, Chapter 183A ("Condominiums").

The Subject Unit is intended only for residential use by not more than one family unit, nor more than three unrelated persons, provided, however, that the Subject Unit may also be used as an office and/or artist's studio, but (i) only accessory to such residential use; (ii) only if and to the

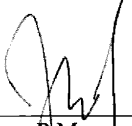
extent such accessory office and/or artist's studio use is permitted by the applicable zoning laws; and (iii) only in accordance with the restrictions on such office and/or artist's studio use set forth in the Bylaws of the JBA Condominium Trust and Rules and Regulations thereto, as the same may from time to time be amended.

The Subject Unit shall not be used or maintained in a manner inconsistent with the provisions of the Master Deed, or of this Unit Deed, or the JBA Condominium Trust and the Bylaws and rules and regulations thereto, as the same may from time to time be amended.

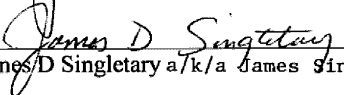
WE, THE GRANTOR(S) HEREUNDER, HEREBY RELEASE ANY HOMESTEAD RIGHTS AND ANY OTHER RIGHTS THAT I MAY HAVE IN THE GRANTED PREMISES. AND I FURTHER STATE UNDER THE PAINS AND PENALTIES OF PERJURY THAT THERE IS NO OTHER PERSON(S) WITH OR ENTITLED TO ANY HOMESTEAD RIGHTS IN THE SUBJECT PROPERTY UNDER MASSACHUSETTS GENERAL LAWS CHAPTER 188, § 13

For Grantor's Title, see deed dated 11/21/2002 and recorded in the Southern Essex County Registry of Deeds at Book 19668, Page 130.

Executed as a sealed instrument this 21st day of May 2021.



James P Maynard a/k/a James Maynard



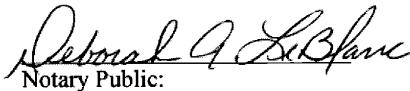
James D Singletary a/k/a James Singletary

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On 21st day of May 2021, before me, the undersigned notary public, personally appeared James P Maynard and James D Singletary, the above-named and proved to me through satisfactory evidence of identification being MA DL, to be the person whose name is signed on this document, and acknowledged to me that he/she signed it voluntarily for its stated purpose and that the foregoing instrument is his/her free act and deed.

*a/k/a James Maynard and a/k/a James Singletary


Notary Public:

My Commission Expires:



DEBORAH A. LEBLANC
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 20, 2028

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24

Locus: Condominium Unit 3
5 Gardner Street
Salem, Massachusetts 01970

JBA CONDOMINIUM
5 GARDNER STREET
SALEM, MASSACHUSETTS 01970



Grantor: John W. Worth
Grantee: Tracee M. Sprong
Unit Number: 3
Common Area Interest: 30%
Parking Space: Unit 3

Master Deed Dated November 19,2002 and recorded on November 20, 2002 in the Essex County Registry of Deeds Southern District in Book 19646 at Page 19. Master Plans filed therewith.

JBA Condominium Trust, Bylaws and Rules and Regulations dated November 19, 2002, recorded in the Essex County Registry of Deeds Southern District on November 20, 2002, in Book 19646 at Page 32 .

CONDOMINIUM UNIT DEED

John W. Worth, of 300 Lynn Shore drive, Unit 210, Lynn, Essex County, Massachusetts (hereinafter called the "Grantor"), in full consideration of the sum of one hundred forty six thousand dollars (\$146,000.00) paid, grants to

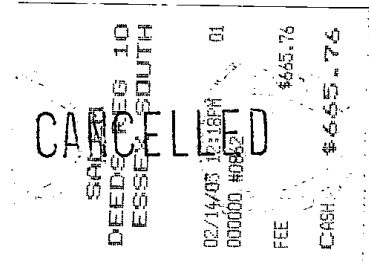
Tracee M. Sprong
of 5 Gardner Street, Unit 3,
Salem, Massachusetts 01970

hereinafter collectively called the "Grantee,"

with QUITCLAIM COVENANTS,

the Condominium Unit known as Condominium Unit Number 3 (hereinafter called the "Subject Unit"), in the Condominium known as JBA Condominium, a Condominium (hereinafter called the "Condominium"), established by Master Deed dated November 19, 2002, and recorded on November 20, 2002, in the Essex County Registry of Deeds Southern District, in Book 19646 at Page 19 (hereinafter called the "Master Deed").

The post office address of the Condominium is 5 Gardner Street, Salem, Essex County, Massachusetts 01970. The land is described in said Master Deed. This Deed, the Subject Unit and the Condominium are subject to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums").



The Subject Unit is shown on the Master Plan of the Condominium filed in the Essex County Registry of Deeds and on the Unit Plan of the Subject Unit, which is attached hereto as Exhibit A, and the verified statement of a registered architect in the form required by Massachusetts General Laws, Chapter 183A, Section 8 and 9, that is affixed to said Master Plans and Unit Plan.

The Subject Unit is hereby conveyed together with:

1. An undivided ~~twenty-seven~~^{thirty} percent (30%) interest in the common areas and facilities of the Condominium described in the Master Deed appertaining to the Subject Unit;
2. **An easement, as an appurtenance to the Subject Unit, for the exclusive use of the Parking Space shown as "DEEDED PARKING EXCLUSIVE USE UNIT 3" on the Plan referred to in the Master Deed;**
3. An easement for the continuance of all encroachments by the Subject Unit on the adjoining units or on the common areas and facilities existing as a result of construction of the Building, or that may come into existence hereafter as a result of:
 - (1) settling of the Building; or
 - (2) condemnation or eminent domain proceedings, or
 - (3) alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the JBA Condominium Trust as the same may be from time to time amended; or
 - (4) repair or restoration of the Building or any Unit therein after damage by fire or other casualty; and
4. An easement to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving the Subject Unit.

The Subject Unit is hereby conveyed subject to:

1. Easements in favor of the adjoining units and in favor of the common areas and facilities for the continuance of all encroachments of the adjoining units or common areas and facilities on the Subject Unit existing as a result of construction of the Building or that may come into existence hereafter as a result of:
 - (1) settling of the Building; or
 - (2) condemnation or eminent domain proceedings; or
 - (3) alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the JBA Condominium Trust as the same may be from time to time amended; or

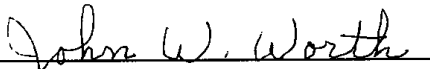
- (4) repair or restoration of the Building or any unit therein after damage by fire or other casualty; and
2. An easement in favor of the Owners of other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the Subject Unit and serving the other units;
3. The provisions of the Master Deed and Master Plans of the Condominium recorded simultaneously with and as part of the Master Deed, and the provisions of the Declaration of Trust of the JBA Condominium Trust and the Bylaws and Rules and Regulations thereto (which Declaration of Trust of the JBA Condominium Trust, Bylaws and Rules and Regulations, dated November 19, 2002, are recorded in the Essex County Registry of Deeds Southern District, in Book 19646 , at Page 32), as the same may be amended from time to time by instruments recorded with said Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time interest or estate in the Subject Unit, or parking space, including his or her family, tenants, servants, visitors and occupants, as though such provisions were recited and stipulated at length herein;
4. Easements, rights, obligations provisions, agreements, restrictions, building line limitation, zoning regulations, public utility and telephone easements, easements in favor of the Declarant of the Master Deed, and all other matters set forth or referred to in the Master Deed; and
5. The provisions of Massachusetts General Laws, Chapter 183A ("Condominiums").

For title reference, see deed of Kathleen Spofford Worth and John E. Worth, which deed is dated May 29, 1991 and is recorded in the Essex County Registry of Deeds Southern District in Book 10822 at Page 567.

The Subject Unit is intended only for residential use by not more than one family unit, nor more than three unrelated persons, provided, however, that the Subject Unit may also be used as an office and/or artist's studio, but (i) only accessory to such residential use; (ii) only if and to the extent such accessory office and/or artist's studio use is permitted by the applicable zoning laws; and (iii) only in accordance with the restrictions on such office and/or artist's studio use set forth in the Bylaws of the JBA Condominium Trust and Rules and Regulations thereto, as the same may from time to time be amended.

The Subject Unit shall not be used or maintained in a manner inconsistent with the provisions of the Master Deed, or of this Unit Deed, or the JBA Condominium Trust and the Bylaws and rules and regulations thereto, as the same may from time to time be amended.

EXECUTED as an instrument under seal at Saugus, Essex County, Massachusetts this 12 day of February, 2003.



John W. Worth

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SO. ESSEX #407 Bk:34802 Pg:57
03/28/2016 03:22 DEED Pg 1/5

MASSACHUSETTS EXCISE TAX
Southern Essex District R0D
Date: 03/28/2016 03:22 PM
ID: 1116174 Doc# 20160328004070
Fee: \$711.36
Cons: \$156,000.00

CONDOMINIUM UNIT DEED
Unit 3, 5 Gardner Street, Salem, Massachusetts
JBA Condominium

Grantor: Tracee M. Sprong
Grantee: Shane ~~M.~~ Thomas
Unit Number: 3
Common Area Interest: 30%
Parking Space: Unit 3

Master Deed Dated November 19, 2002 and recorded on November 20, 2002 in the Essex County Registry of Deeds Southern District in Book 19646 at Page 29. Master Plans filed therewith.

JBA Condominium Trust, Bylaws and Rules and Regulations dated November 19, 2002, recorded in the Essex County Registry of Deeds Southern District on November 20, 2002, in Book 19646 at Page 32.

Tracee M. Sprong of Peabody, Massachusetts, a married individual, in full consideration of the sum of One Hundred and Fifty-Six Thousand Dollars (\$156,000.00) paid, grants to Shane ~~M.~~ Thomas, an unmarried individual, of 5 Gardner Street Unit 3, Salem, Massachusetts with quitclaim covenants:

the Condominium Unit known as Condominium Unit Number 3 (hereinafter called the "Subject Unit"), in the Condominium known as JBA Condominium, a Condominium (hereinafter called the Condominium"), established by Master Deed dated November 19, 2002, and recorded on November 20, 2002, in the Essex County Registry of Deeds Southern District in Book 19646 at Page 19 (hereinafter called the Master Deed").

The post office address of the Condominium is 5 Gardner Street, Salem, Essex County, Massachusetts 01970. The land is described in said Master Deed. This Deed, the Subject Unit and the Condominium are subject to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums").

The Subject Unit is shown on the Master Plan of the Condominium filed in Essex County Registry of Deeds and on the Unit Plan of the Subject Unit, and the verified statement of a registered architect in the form required by Massachusetts General Laws, Chapter 183A, Section 8 and 9, that is affixed to said Master Plans and Unit Plan.

UNIT 3 5 GARDNER ST. SALEM

The Subject Unit is hereby conveyed together with:

1. An undivided thirty percent (30%) interest in the common areas and facilities of the Condominium described in the Master Deed appertaining to the Subject Unit;
2. An easement, as an appurtenance to the Subject Unit, for the exclusive use of the Parking Space shown as "Deeded Parking Exclusive Use Unit 3: on the Plan referred to in the Master Deed;
3. An easement for the continuance of all encroachments by the Subject Unit on the adjoining units or on the common areas and facilities existing as a result of construction of the Building, or that may come into existence hereafter as a result of:
 - (1) settling of the Building; or
 - (2) condemnation or eminent domain proceedings, or
 - (3) alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the JBA Condominium Trust as the same may be from time to time amended; or
 - (4) repair or restoration of the Building or any Unit therein after damage by fire or other casualty; and
4. An easement to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving the Subject Unit.

The Subject Unit is hereby conveyed subject to:

1. Easements in favor of the adjoining units and in favor of the common areas and facilities for the continuance of all encroachments of the adjoining units or common areas and facilities on the Subject Unit existing as a result of construction of the Building or that may come into existence hereafter as a result of:
 - (1) settling of the Building; or
 - (2) condemnation or eminent domain proceedings, or
 - (3) alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the JBA Condominium Trust as the same may be from time to time amended; or
 - (4) repair or restoration of the Building or any Unit therein after damage by fire or other casualty; and
2. An easement in favor of the Owners of other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the Subject Unit and serving the other Units.

3. The provisions of the Master Deed and Master Plans of the Condominium recorded simultaneously with and as part of the Master Deed, and the provisions of the Declaration of Trust of the JBA Condominium Trust and the Bylaws and Rules and Regulations thereto (which Declaration of Trust of the JBA Condominium Trust, Bylaws and Rules and Regulations, dated November 19, 2002, are recorded in the Essex County Registry of Deeds Southern District, in Book 19646, at Page 32), as the same may be amended from time to time by instruments recorded with said Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time interest or estate in the Subject Unit, or parking space, including his or her family, tenants, servants, visitors and occupants as though such provisions were recited and stipulated at length herein;

4. Easements, rights, obligations provisions, agreements, restrictions, building line limitation, zoning regulations, public utility and telephone easements, easements in favor of the Declarant of the Master Deed, and all other matters set forth or referred to in the Master Deed; and

5. The provisions of Massachusetts General Laws, Chapter 183A ("Condominiums").


The Subject Unit is intended only for residential use by not more than one family unit, nor more than three unrelated persons, provided, however, that the Subject Unit may also be used as an office and/or artist's studio, but (i) only accessory to such residential use, (ii) only if and to the extent such accessory office and/or artist's studio is permitted by the applicable zoning laws; and (iii) only in accordance with the restrictions on such office and/or artist's studio use set forth in the Bylaws of the JBA Condominium Trust and Rules and Regulations thereto, as the same may from time to time be amended.

The Subject Unit shall not be used or maintained in a manner inconsistent with the provisions of the Master Deed, or of this Unit Deed, or the JBA Condominium Trust and the Bylaws and Rules and Regulations thereto, as the same may from time to time be amended.

For Grantors' title see deed recorded at Essex South Registry of Deeds Book 20175, Page 107 dated February 12, 2003.


I, Tracee M. Sprong, hereby irrevocably release and terminate any and all homestead rights which I may have in the premises, however acquired, which may benefit either myself or any other persons entitled to the benefit of such homestead rights. I certify further that no other person is entitled to homestead rights.

Witness my hand and seal this 12th day of March 2016


Tracee M. Sprong

HOMESTEAD RELEASE

I, Kirk David Baker, married to Tracee M. Sprong, hereby irrevocably release and terminate any and all homestead rights which I may have in the premises, however acquired, which may benefit either myself or any other persons entitled to the benefit of such homestead rights. I certify further that no other person is entitled to homestead rights.


Kirk David Baker