



HISTORIC  
SALEM INC

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Built c. 1784

for John Berry, mariner

and Abigail Berry, spinster

Researched and written by Dan Graham

November 2021



July 1985, source: MACRIS SAL.2584



August 2012, source: Google Maps



October 2012, source: Google Maps



November 2020, source: Google Maps

According to the Massachusetts Historical Commission, what is now Daniels Street was in existence as early as 1661, and by the mid 1700s was known as Daniels Lane, later Daniels Street. By the late 1700s, both Palfrey's and Fogg's Wharves were located at the foot of Daniels Street, making the street busy with activities connected with the sea. According to MACRIS property reports, 6 Daniels is among the oldest extant properties on the street.

As noted in the MACRIS report for this property (SAL.2584), the structure at 6 Daniels St is somewhat larger than the average Federal period dwelling since it was built to house two families. Placed gable end to the street, the structure was originally 7 bays long (2 narrow windows have been added to the façade) and 3 bays deep. The Daniels St entrance has a simple entablature while the north side doorway, while its blind sidelights, transom, and entablature, appear to be a Greek Revival feature. The house also has the addition of a rear 2-story bay. Of the architectural details and likely date(s) of construction, local architectural historian Vijay Joyce contributed the following:

Along with other details (like the basic massing of the building), the massive bed molding underneath the overhang is almost identical to the [house] at 10 ½ Herbert St. which was built in the 1790s. [6 Daniels] was definitely added on to over the years. The front door on the north side is very Greek Revival. And the south side of the building has a Victorian bay added to it which came about in the 1840s/50s.

Perhaps the additional work/extension added in the 1840s/50s is why the Patriot Properties listing for this property indicates 1850 as the construction date.

According to historian Sidney Perley, a previous house built by 1672 once stood on this site. John Berry acquired the property on December 7, 1722, and by 1746 had removed the old house. See the excerpt below concerning the "Estate of Richard Rose House":

<p>122 THE ESSEX ANTIQUARIAN.</p> <p>and built a new one upon the lot before his death, which occurred in 1729.</p> <p><i>Samuel Ingersoll House.</i> This lot was a part of the land conveyed by Timothy Laskin to Robert Gray of Salem before 29: 7: 1656, when Mr. Gray conveyed it to John Ingersoll of Salem.* Mr. Ingersoll's son John built a house upon the lot about 1670; and the father died in 1683, having, in his will, devised the lot to his son John. John Ingersoll was a mariner, and lived here. He died in 1694, possessed of the house and lot, which were then valued at sixty pounds. The estate was divided in 1695, this house and lot becoming the property of John Ingersoll's son Samuel. Samuel Ingersoll owned the house in 1702; and the house was apparently gone soon after.</p> <p><i>Richard Ingersoll House.</i> This lot was a part of the land conveyed by Timothy Laskin to Robert Gray of Salem before 29: 7: 1656, when Mr. Gray conveyed it to John Ingersoll of Salem.* Mr. Ingersoll's son Richard built a house upon the lot about 1675; and died, possessed of the house, in 1683. The father died later, in the same year, having, in his will, devised the lot to the widow of his son Richard, for her life, and then to the latter's son Richard. Sarah, widow of Richard Ingersoll, married, secondly, Joseph Procter of Ipswich, yeoman, before Dec. 24, 1701, when she released her interest in the estate to her son Richard Ingersoll.† The last-named Richard Ingersoll died prior to July 1, 1708, when administration upon his estate was granted to his widow, Ruth Ingersoll. The next owners of this house and lot, of record, are widow Elizabeth Hinchy and William Burrows, frame maker, both of Boston, and John Burrows of Killisnoe, Conn.</p>	<p>SALEM IN 1700. NO. 24. 123</p> <p>pounds, Mr. Very conveyed the house and lot to widow Elizabeth Valpy of Salem April 24, 1753;* and, for ten pounds, Mrs. Valpy conveyed the western half of the house and land to her son Abraham Valpy of Salem, fisherman, March 31, 1767.† The house stood end to the street, facing the south, the front door being in the middle. Abigail Very subsequently owned the eastern part of the house and lot, and William Cabot of Brooklyn, N. Y., merchant, Francis Cowell of Boston, and wife Hannah, and Susanna Lowell, spinster, for eighty pounds, conveyed the same westerly half of the "old dwelling house" to Abigail Very, singlewoman, Feb. 1, 1802.‡ The house was probably gone soon afterward.</p> <p><i>Estate of Richard Rose House.</i> That part of this lot lying easterly of the dashes was a part of the land conveyed by Timothy Laskin to Robert Gray of Salem before 29: 7: 1656, when Mr. Gray conveyed it to John Ingersoll of Salem.§ Mr. Ingersoll gave this lot, by deed, to his daughter Ruth and her husband Richard Rose Oct. 30, 1694.¶ Mr. Rose had already built a house upon the lot.</p> <p>That part of this lot lying westerly of the dashes was owned by John Swasey before 15: 1: 1652, when he conveyed it to widow Dorothy King of Salem.¶ Mrs. King conveyed it to Thomas Johnson and Thomas Reynolds Oct. 21, 1653,** and Mr. Reynolds released his interest in it to Mr. Johnson Feb. 20, 1653.4.†† Mr. Johnson conveyed it to Adam Westgate 29: 6: 1654.†‡ Mr. Westgate was of Salem, mariner, and conveyed the lot to Walter Mountjoy of Salem, fisherman, Jan. 26, 1675-6.‡‡</p> <p>part of the lot, being a mariner, April 20, 1678.*</p> <p>Mr. Rose thus became the owner of the entire lot. He died in 1684, possessed of the house and lot, which were then valued at eighty pounds. He left four children, Richard, Ruth, John and Judith. The sons died before 1707, and Judith died between that date and 1715. The surviving child, Ruth, wife of William Hibbert, late of Salem, then of Portsmouth, N. H., clothier, conveyed the house and lot to Benjamin Walker of Boston, merchant, May 18, 1715.† Mr. Walker, for seventy pounds, conveyed the same estate to John Berry of Salem, mariner, Dec. 7, 1722.‡ Mr. Berry died in 1746, having removed the old house apparently.</p> <p><i>Samuel Ingersoll Lot.</i> This was a part of the land conveyed by Timothy Laskin to Robert Gray of Salem before 29: 7: 1656, when Mr. Gray conveyed it to John Ingersoll of Salem.§ Mr. Ingersoll died, possessed of this and the adjoining lot to the south, in 1683; having in his will devised to his son John Ingersoll the northern half of the barn and this lot. Mr. Ingersoll died possessed of the same real estate in 1694. It was then appraised at twenty pounds. It became the property of his son Samuel Ingersoll, who owned it until 1715.</p> <p><i>Estate of Samuel Ingersoll House.</i> This was the house and part of the lot of land conveyed by Timothy Laskin to Robert Gray of Salem before 29: 7: 1656, when Mr. Gray, for forty-five pounds, conveyed the house and entire lot, including all land on that side of Daniels street from Essex street to the South river, to John Ingersoll of Salem.§ Mr. Ingersoll died, possessed of this part of the estate, in 1682; having devised it</p> <p>possessed of the same estate, Nov. 19, 1666. It was then appraised at fifty-five pounds. Apparently the surviving child was Sarah, wife of Josiah Orne of Salem, cordwainer, who, for twenty pounds, conveyed the estate to Thomas Beadle of Salem Oct. 22, 1715.* The house was apparently removed by Mr. Beadle before his death, which occurred in 1734.</p> <p><i>Mary Ingersoll House.</i> This was a part of the lot of land conveyed by John Swasey of Salem to widow Dorothy King of Salem 15: 1: 1652.† Mrs. King conveyed it to Thomas Johnson and Thomas Reynolds Oct. 21, 1653;‡ and Mr. Reynolds released his interest in it to Mr. Johnson Feb. 20, 1653-4.§ Mr. Johnson conveyed it to Adam Westgate 29: 6: 1654.¶ Mr. Westgate was of Salem, mariner, and conveyed the lot to Walter Mountjoy (also Munjoy) of Salem, fisherman, Jan. 26, 1675-6.‡ Mr. Mountjoy built a house upon it, and lived in it. He died, possessed of the estate, before July 20, 1684, when administration upon his estate was granted to his widow. The "dwelling house and land, and little outhouse" were then appraised at sixty pounds. A suit at law was brought against the estate by Thomas Ives of Salem, slaughtereer, and judgment obtained in due course. The execution that was issued on the judgment was levied on this house and land, which were duly set off to Mr. Ives, the judgment creditor, April 18, 1685, being valued at sixty pounds.¶ Mr. Ives, for sixty-eight pounds, conveyed the estate to Mr. Thomas Beadle of Salem, mariner, May 19, 1685.** Mr. Beadle became a tavern-keeper, the county court sometimes sitting in this house. The court of oyer and terminer, which tried the alleged witches</p>
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Source: Sidney Perley, *Essex Antiquarian*, vol. 10, no. 24, pp. 122-123, Google Books

In 1784, Berry's heirs - John Felt, Catharine Felt, and Elizabeth Stone - sold their interest in this property to John Berry, a mariner, and Abigail Berry, a spinster. The language of the deed is worth including at some length given its stipulations as to the intended partitions and future building plans:

The said Abigail to have so much of the land under the house as may be covered by her part of the house *which she & said John the grantees may build* & the said John to have the land under his part of said house & the dividing line in said house to be an entry to run from south to north through said house & the said Abigail to have the east end with said entry & the said John the west end & the land round said house to remain in

Common to the grantees with the well therein said Common land to extend as farmost[sic] as to be six feet west from the west end of the house & to extend from north to south parallel with said west end of said house & the rest of said land to be divided in two equal halves [...] (emphasis added)

As noted above, a house was intended to be built at the time of the deed's signing in March of 1784, with Abigail taking the east end and John taking the west. According to city atlases and directories, the house was partitioned as separate addresses - 6 Daniels and 8 Daniels (with 8 ½ Daniels also emerging in the early 1900s) - for most of its lifetime. The MACRIS report for 4 Daniels nextdoor (SAL.2585) notes that Abigail also acquired the eastern and western halves of that property in 1797 and 1802, respectively. She died in 1824 after which point her executor, Abigail B. Archer (nee Woodward; b. 1789; d. January 25/26, 1868), apparently rented out the property.

John Archer (b. July 4, 1796; d. March 5 1884), a ship's chandler, was the next owner of 6 Daniels. John Berry's granddaughter, Mary Ann Stevens (nee Peele/Perle), and her husband Hiram, a cordwainer, sold 6 Daniels to Archer in 1831. (Hiram and Mary Ann were married on December 5, 1830 in Methuen.) The 1837 directory shows that Archer was sharing the house with Eunice Russell, Aaron Meader, a laborer, and Eberszer Morgan, a mariner. The 1850 Census lists John and Abigail living at the residence with Sophia Manning, who was 21 years of age at the time; and a likely niece of John's (see later note regarding 1880 Census).

SCHEDULE I.—Free Inhabitants in Ward I City of Salem, in the County of Essex, State of Mass. enumerated by me, on the 20<sup>th</sup> day of Aug. 1850. Jacob Hood, Ass't Marshal.

Dwelling-houses numbered in the order of visitation.	Family numbered in order of visitation.	The Name of every Person whose usual place of abode on the first day of June, 1850, was in this family.	DESCRIPTION.			Profession, Occupation, or Trade of each Male Person over 15 years of age.	Value of Real Estate owned.	Place of Birth, Naming the State, Territory, or Country.	Married within the year.	Attended School during the year 1849.	Persons over 20 years of age who cannot read & write.	Whether deaf and dumb, blind, insane, idiotic, pauper, or convict.
			Age.	Sex.	Color (black or white).							
1	2	3	4	5	6	7	8	9	10	11	12	13
101	179	Charles M. Cloughly	32	M		Shoemaker ✓		Mass.				
		Amanda M. "	32	f				N.H. ✓				
	180	Joseph Carrier	63	M		Mariner ✓	1000	Madecira				
		Lydia S. "	71	f				Mass.				
102	-1	Robert Houssey	70	M		Mariner ✓	900	England				
		Susan P. "	50	f				Mass.				
		Nicholas Boylston	55	M		Shoemaker ✓		"				
	-2	Elizabeth Henderson	84	f				"				
	-3	Henry S. Johnson	45	M		Master Mariner ✓		"				
		Mary Ann "	40	f				"				
		Emily "	16	f				"				
		Caleb "	12	M				"	/			
		John Henry "	10	M				"	/			
		Mary Elizabeth "	4	f				"				
	-4	Benjamin Lickson	48	M		Master Mariner ✓	1000	N.H. ✓				
		Jane "	42	f				Mass.				
		Lucy Ellen Francis	13	f				"	/			
103	-5	William Tupper	80	M			600	"				
		Sally "	60	f				"				
		Eliza Wakefield	32	f				"				
	6	David Dodge	40	M		Carpenter ✓		"				
		Angeline S. "	36	f				"				
		Annetta "	10	f				"	/			
		Charles Henry "	7	M				"	/			
		Joseph Howard "	4	M				"	/			
		David "	2	M				"				
104	187	John Archer	54	M		Trip Chandler ✓	6200	"				
		Abigail B. "	56	f				"				
		Sophia Manning	21	f				"				
105	-8	William Millett	40	M		Cooper ✓		"				
		Martha Hanover "	38	f				"				
		George William "	11	M				N.H. ✓	/			
		John Henry "	10	M				"	/			
		Clara Augusta "	8	f				"	/			
		Charles Walter "	5	M				"	/			
		Martha Hanover "	1	f				Mass.				
106	+9	Elizabeth Swasey	66	f				"				
	190	Andrews Clough	36	M		Mariner ✓		"				
		Lucy H. "	30	f				"				
		Lydia Knight "	6	f				"	/			
		Benjamin S. "	3	M				"	/			
		Sarah Ella "	1	f				"				

20  
22

After Abigail's death in early 1868, her sibling heirs - Benjamin Woodward and Nancy Oneutt - granted John "two thirds of [the] house and one half the land" for \$1,450 (see book 741, page 33 in "Deeds"). The 1870 Census shows that John continued to reside at the property with Mary A. Francisco, identified as a housekeeper. The final Census showing John at the property (before his death in 1884) is from 1880, and lists James Manning - a post office clerk - and Robert Manning - a sea captain/master mariner - who are identified as Archer's half-brothers. Mary Francisco was living at 8 Daniels in 1880, and came to own the house after John's death, perhaps as a stipulation of Archer's will. City directories show Francisco as the sole occupant of 6 Daniels from at least 1890 until her death in 1895, at which point the executor of her will, Nathaniel Simonds, sold the property to Roland Smalley. Book 1465 page 51 identifies Francisco as the owner of the property and stipulates that the property be sold off via private sale as part of her will, but makes no mention of how she came to possess ownership.



Inquiries numbered 7, 16, and 17 are not to be asked in respect to infants. Inquiries numbered 11, 12, 15, 16, 17, 19, and 20 are to be answered (if at all) merely by an affirmative mark, as /.

SCHEDULE I.—Inhabitants in Ward 1—City of Salem, in the County of C Essex, State of Massachusetts, enumerated by me on the 28<sup>th</sup> day of June, 1870.

Post Office: Salem William G. Appleton, Ass't Marshal.

1	2	3	4			7	8		10	11			14	15	16	17	18	19	20
			Age on first day of June, 1870.	Sex.	Color.		Value of Real Estate.	Value of Personal Estate.		Place of Birth, naming State or Territory of U. S.; or the Country, if of foreign birth.	Parents of foreign birth.	Whether deaf and dumb, blind, insane, or idiotic.							
286																			
287	483	Seltzfeld, Daniel	50	M	W	Fish Hawker			Mass										/
		— Devilla	50	F	W	Keeping House													
		— Joseph C.	27	M	W	Trainer													/
		— Ellen	22	F	W	No Occupation													
		— John W.	17	M	W	Carpenter Appr													
		— Maria C.	14	F	W	Attends School													
	484	Dalton, James C.	37	M	W	Woods Tailoring													/
		— Ellen	26	F	W	Keeping House													
		— John C. Jr.	5	M	W	At Home													
	485	Doest, Gustav	51	M	W	Seaman													/
		— Charlotte	45	F	W	Dress Maker			Iowa, Iowa		/								
		— Arthur	10	M	W	Attends School			Mass		/								
	486	Evans, Lucy C.	56	F	W	Keeping House													/
		— William H.	34	M	W	Woodsman													/
	288	487	Agnes, Jeremiah	73	M	W	Labourer			Iceland		/							/
	289	488	Munday, John	73	M	W	No Occupation			Ipswich		/							/
		— Thomas P.	64	F	W	Keeping House	2000.		Mass										
		Manning, James	51	M	W	Block in Post Office													/
		— Robert	41	M	W	Master, Mariner													/
	260	489	Archer, John	73	M	W	No Occupation	1000.											/
		— Harriet	48	F	W	House Keeper													/
	261	490	Jackson, Wm. B.	54	M	W	Woods Cutting												/
		— Tracy C.	50	F	W	Keeping House													/
	262	491	Reed, Geo. W. P.	42	M	W	Culture in Religion												/
		— Susan C.	37	F	W	Keeping House													/
		— Arthur	41	M	W	Attends School													/
		— William C.	10	M	W	Attends School													/
		— George C.	3	M	W	At Home													/
		— Jeremiah	1	F	W	At Home													/
		Brooks, Alfred R.	34	M	W	Seaman	200.												/
		— Virginia Ellen	18	F	W	Domestic Servant			Iowa, Iowa		/								/
	263	492	Wood, Nath. C.	54	M	W	Engineer	1000.		Vermont									/
		— Elizabeth	56	F	W	Keeping House			Maine										/
		— Martha C.	26	F	W	No Occupation			Mass										/
		— Sarah A.	21	F	W	No Occupation													/
		493	Acgrana, Martha	56	F	W	Nurse												/
		— Tracy C.	23	F	W	No Occupation													/
		— Robert C.	21	M	W	No Occupation													/
	264	494	Holt, Rev. G.	42	M	W	Magistrate	1000		Rhode Island									/

No. of dwellings, 9	No. of white females, 17	No. of males, foreign born, 2	No. of insans, 3
" families, 17	" " colored males, 2	" " females, 2	15
" white males, 22	" " females, 2	" " blind, 0	

18 4 ( - - )

BORN SINCE

Page No. 1  
Supervisor's Dist. No. 60  
Enumeration Dist. No. 230

Note A.—The Census Year begins June 1, 1870, and ends May 31, 1880.  
Note B.—All persons will be included in the Enumeration who were living on the 1st day of June, 1880. No others will. Children BORN SINCE June 1, 1880, will be OMITTED. Members of Families who have DIED SINCE June 1, 1880, will be INCLUDED.  
Note C.—Questions Nos. 14, 22 and 23 are not to be asked in respect to persons under 10 years of age.

572

SCHEDULE I.—Inhabitants in Salem, in the County of Essex, State of Maine, enumerated by me on the 23rd day of June, 1880.

Ray A Gray Enumerator

Serial No.	Name	Sex	Age	Color	Profession, Occupation or Trade	Place of Birth	Married		Children		Place of Birth of Children	
							Yes	No	Male	Female	Male	Female
1	Henry P Weston	M	60	W	Employer	Maine						
2	William L Weston	M	52	W	Farmer	Maine						
3	William R Weston	M	53	W	Sister	Maine						
4	John Sunday	M	50	W	Farmer	Maine						
5	James P Sunday	M	55	W	Farmer	Maine						
6	James P Sunday	M	55	W	Farmer	Maine						
7	Robert Merrill	M	52	W	Farmer	Maine						
8	John Merrill	M	52	W	Farmer	Maine						
9	John Merrill	M	52	W	Farmer	Maine						
10	John Merrill	M	52	W	Farmer	Maine						
11	John Merrill	M	52	W	Farmer	Maine						
12	John Merrill	M	52	W	Farmer	Maine						
13	John Merrill	M	52	W	Farmer	Maine						
14	John Merrill	M	52	W	Farmer	Maine						
15	John Merrill	M	52	W	Farmer	Maine						
16	John Merrill	M	52	W	Farmer	Maine						
17	John Merrill	M	52	W	Farmer	Maine						
18	John Merrill	M	52	W	Farmer	Maine						
19	John Merrill	M	52	W	Farmer	Maine						
20	John Merrill	M	52	W	Farmer	Maine						
21	John Merrill	M	52	W	Farmer	Maine						
22	John Merrill	M	52	W	Farmer	Maine						
23	John Merrill	M	52	W	Farmer	Maine						
24	John Merrill	M	52	W	Farmer	Maine						
25	John Merrill	M	52	W	Farmer	Maine						
26	John Merrill	M	52	W	Farmer	Maine						
27	John Merrill	M	52	W	Farmer	Maine						
28	John Merrill	M	52	W	Farmer	Maine						
29	John Merrill	M	52	W	Farmer	Maine						
30	John Merrill	M	52	W	Farmer	Maine						

0285

Note A.—No marking needed in columns 10, 11, 12, 13 or 14, except in the case of colored persons, column 11, when the letter "C" is to be used.  
Note B.—In column 12, "M" will only be marked in cases where an affirmative answer has been given either to question 14 or to question 15.  
Note C.—In column 13, "M" will only be marked in cases where a qualified occupation has been reported in column 11.  
Note D.—Questions 7 or 8, wherever they are observed in the course of the month may be used, on Jan., Apr., Dec.

Following Francisco's death and more transfers of ownership, 6/8 Daniels provided tenement housing for several decades (the 1906-1938 atlas labels the property as "Tenements"). Throughout the early 1900s, 6/8 Daniels was home to various tenants, many of them Polish immigrants. Attracted to job opportunities in the city's mills and factories, Polish immigrants began arriving in Salem en masse around 1890, accounting for about 8% of the city's overall population by 1911. Religion played a strong role in the Polish community and as the number of Polish Catholics in Salem grew, the need for a permanent house of worship became apparent. Nearby Herbert Street and Union Street became the heart of the Polish Catholic presence in the city, after the opening of St. John the Baptist Church, a parochial school, convent, and rectory.

The new church catalyzed the settlement of Polish immigrants in the neighborhood and multiple single-family homes were converted or replaced with multi-family tenements to house the growing population. The sizeable 6/8 Daniels was one such property, with 8 ½ being built in the early 1900s (first appearing on the 1906 atlas and referred to as "Flats"). The Derby Street neighborhood became a tight knit hub of all Polish activities with multiple shops, restaurants, and social clubs in the area catering to Poles from all regions and religions. Even the House of the Seven Gables (the namesake of Nathaniel Hawthorne's 1851 novel) played a crucial role in this community. Caroline Emmerton opened the museum in 1910 to support her adjacent settlement house, which provided classes and workshops to the local immigrant community, a role the museum still upholds to this day.

Closer to 6/8 Daniels, the Polish American Citizens Club (PACC) moved its headquarters across the street to 9 Daniels in 1928 (see MACRIS SAL.2619). Founded in 1916, the PACC grew

out of efforts to promote citizenship and naturalization among Salem's Polish immigrants, a project that was strongly supported by the St. Joseph Society and community leaders such as Teofil Bartnicki, Felix Rybicki, and Wladyslaw Sobocinski (who lived on Daniels and likely had relatives at 6/8 Daniels in the early 1900s). The building has remained part of the community, later becoming (and remaining) the home of the local Polish Legion of American Veterans post, which had originally used the old firehouse at 128 Derby Street as its meeting place.



1950 installation dinner of the Polish American Citizens Club, Falcons Hall.  
Source: National Park Service, "9 Daniels Street and the Polish American Citizens Club,"  
<https://nps.gov/articles/000/daniels-street>. Accessed 21 Nov 2021.

Many Polish tenants of 6/8 Daniels and their relations are featured in *In the Heart of Polish Salem: An Ethnohistorical Study of St. Joseph Hall and Its Neighborhood* (2009), a PDF version of which is freely available online through the National Park Service.<sup>1</sup> As a case in point, the text features in-depth coverage of Joseph Kohn - who lived at 6 Daniels in 1911 - who had come to the U.S. in part because he was seeking to avoid conscription into the Russian army.

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<sup>1</sup> <http://npshistory.com/publications/sama/in-heart-polish-salem.pdf>

Following his older brother's migration to Salem, Joseph followed the same route. As his wife Hedwiga (Harriet) shared in 1978:

When they got to a certain age, the Russians were taking all the young Polish boys to join their army. And when he knew that he was going to be picked, he got into a wagon, one of those farmers' wagons loaded with hay. And he hid under the hay. And every border they come to, they'd stick pitchforks through to see if anybody was there. And they just laid in that hay. Most of them traveled that way to get out of the boundary lines.

Trained as a shoemaker, Joseph found work at a shoe shop in Salem before saving up enough money to acquire a horse and wagon he used to transport fruit and vegetables from New Hampshire to sell in Salem. He eventually established his own grocery business.<sup>2</sup>



Joseph and Hedwiga (Harriet) Kohn. Photo from Francis Kulik. Featured in *In the Heart of Polish Salem*, p. 109.

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<sup>2</sup> See Cathy Stanton and Jane Becker, *In the Heart of Polish Salem: An Ethnohistorical Study of St. Joseph Hall and Its Neighborhood*, pp. 108-109.

Another tenant of 6 Daniels - Frank (Franciszek) Sobocinski - attempted to start a local mutual assistance society in 1897 with six other men, one of whom also lived at 6 Daniels in the early 20<sup>th</sup> century - Walter Jastrzembski. As scholars Cathy Stanton and Jane Becker have noted, the mutual assistance model had significant appeal in immigrant communities. Many ethnic communities felt that it was shameful to accept aid from outside of their own groups; one early study of Poles in the U.S. found that Polish immigrants saw the acceptance of American charity as a disgrace to the entire community.<sup>3</sup> Founded in 1899, the St. Joseph Society was among the earliest of many local associations designed to provide civic, economic, educational, and social benefits for Poles in the city. See Appendix C from *In the Heart of Polish Salem* which features meeting minutes from the Society, naming several additional tenants and relations of 6/8 Daniels.

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<sup>3</sup> See David T. Beito, *From Mutual Aid to the Welfare State: Fraternal Societies and Social Services, 1890-1967*, p. 26.

<b>Owner</b>	<b>Years of Ownership</b>	<b>Number of Years</b>	<b>Purchase Price</b>	<b>Document Referenced (Book-Page)</b>
John and Abigail Berry	1784-1831	47	62 pounds, ten shillings	146-181
John Archer	1831-1884	53	\$275	260-164; 364-151; 741-33
Mary Ann Francisco	1884-1895	11	n/a	1465-51
Roland Smalley	1895-1903	8	\$2580	1465-51
Robert and Nellie J. McCartney	1903-1909	6	\$1	1708-255
Joseph and Julianna Kowalski	1909-1955	46	\$100 and other considerations paid	1949-521; 1958-505; 2797-599
Lionel and Wilfred Pelletier	1955-1958	3	\$14,500	4187-289
Theresa C. Pelletier	1958-1962	4	Less than \$100	4487-369
William H K Donaldson	1962-1966	4	"for consideration paid"	4930-152
John A. Driscoll	1966-1972	6	"for consideration paid"	5355-493
Peter A and Mary P Lagos	1972	1	\$24,000	5686-715
John J Connelly III	1972-1974	2	\$50,000	5936-470
Edmund L and Marguerite H Phelan	1974-1985	11	\$31,477	6059-306
Christopher B and Celeste B Quinn	1985-1991	6	\$160,000	7642-286
Claire S Quinn	1991-1992	1	"for consideration paid"	11062-102
Christopher B Quinn	1992-1996	4	"for consideration paid"	11603-62
Alexander Stephens III	1996-2000	4	\$157,000	13412-78
John and Deborah Nestel	2000-2001	1	"for consideration paid"	16685-229
Michelle DuPont	2001-present	20	\$139,000	16959-461
Jerome and Frances Wilson	2009-present	12	\$117,500	28978-435; 31033-385
Jennifer Mirra	2013-present	8	\$174,000	32670-142
Suzanne Inge	2019-present	2	\$340,000	38053-127

<b>Residents</b>	<b>Directory Year</b>	<b>Directory Notes</b>
John and Abigail Berry	N/A	
John Archer, ship chandler	1831-1884 (died Mar 5 1884)	6 Daniels; 1886 Directory notes Archer's death date
William B Jackson, cooper	1874-1884	8 Daniels
Miss M. A. Francisco	1890-96	6 Daniels
Charles Boyer Jr., machinist	1890-96	8 Daniels
John Grant, car carpenter Mrs Johann Grant John A Grant, driver	1897-1910	6 Daniels; Mrs. J Grant first named in 1910 directory (John d. May 24, 1910); John A named for first time in 1910
John J Parsons, engineer Mrs A J Parsons Arthur P Parsons, shoemaker	1897-1910	8 Daniels; John J Parsons died sometime before the 1902-02 directory was published; Arthur first mentioned in 1901-02
Kasper Nikiel, machinist Frank A Soboczinski, machinist William P. Goldthwaite, jobber	1911	6 Daniels; would have lived here until 1913 at the latest
Joseph Kohn, grocer John Karbowniczak, furniture	1911	8 Daniels; would have lived here until 1913 at the latest
Maciey Lipka, shoe worker Frank Pszenny, leather worker Alex H Chludzininski, mechanic John Haluposki, shoe worker Joe Vasoloski, machinist	1914	6 Daniels
Andrew W Wyzenski, molder Frank Sentkowski, morocco dresser	1914-15 1914-21	8 Daniel; men were noted living at the rear
Pierre Gagne, mason A Salowski Wladyslaw Zuiski, leather worker George Sansoucy, car conductor Joseph Pelletier, operator	1915-17 1915 1915-17 1915 1915-31	6 Daniels
Walter A Jastrgembski, moulder Alfred Morin, second hand Theophile Dancosse/Dancausze Georgiana Dancosse	1915-31 1915 1917-21 1917-21	8 Daniels; 1917 is the first year in which 8 ½ features in the directory; Jastrgembski and Dancosse were still in rear in 1921
Alexander Staniszenski, die sinker Mary Staniszenski	1917 1917	6 Daniels
Stanislaw Wilczenski, emp (U S M Co Bev)	1921-31	6 Daniels



Helen Wilczenski Z Tardiff Thomas Goodrow, paper hanger Margaret C Goodrow	1921-31 1921 1921 1921	
Exena Dancause Joseph Kowalski Joseph Waleszkiewicz, leather worker Nelly Waleszkiewicz	1931 1931 1931 1931	8 ½ Daniels
Eleopauldine Fournier Clifford J Pooler, leather worker Margaret C Pooler	1931 1931-36 1931-36	6 Daniels
Zygmunt Wodarski Joseph Skoniecki	1933-34 1936	6 Daniels
Edward M Haibon Frances Grocka (widow of Bernard) Jane Grocka, shoemaker Lucien Grocka, leather worker Edward M Haibon, machinist Stella Haibon	1933-36 1933-36 1935-36 1935-36 1935-36 1935-36	8 Daniels
Andrew W Jastrzembski Josephine Jastrzembski Waclaw Jastrzembski, sign painter William Radzyski John Maciejewski Jessie Maciejewski Eug Maciejewski, shoemaker Henry Radzyski, shoemaker John Radzyski, shoemaker Frances Radzyski	1933-35 1935 1933-35 1933-36 1933-36 1935-36 1935-36 1935 1935 1935	8 ½ Daniels
Anthony Gauthier William Gadala Mary Skoniecki Paul Malawka Chester Sawulski	1948 1948, 1951, 1954, 1959 1948, 1951, 1954 1948, 1951, 1954 1948, 1951, 1954	6 Daniels
Victoria Jaskiel William Radzyski John J Maciejewski Joseph Bulkowski Henry E Jendrzek	1948, 1951 1948, 1951, 1954, 1959 1948, 1951, 1954, 1959 1954 1959	8 ½ Daniels
John J Konieczny Jean D Sutherland Joseph A Jablonski	1959 1959 1959	6 Daniels

Note: Available Salem City Directories span 1837-1964. All currently accessible City Directories were consulted. Some years were not available at the time of research.

# Massachusetts Cultural Resource Information System

## Scanned Record Cover Page

<b>Inventory No:</b>	SAL.2585
<b>Historic Name:</b>	
<b>Common Name:</b>	
<b>Address:</b>	4 Daniels St
<b>City/Town:</b>	Salem
<b>Village/Neighborhood:</b>	Derby Street
<b>Local No:</b>	35-355
<b>Year Constructed:</b>	c 1802
<b>Architect(s):</b>	
<b>Architectural Style(s):</b>	Federal
<b>Use(s):</b>	Single Family Dwelling House
<b>Significance:</b>	Architecture
<b>Area(s):</b>	
<b>Designation(s):</b>	
<b>Building Materials(s):</b>	Wall: Wood Clapboard



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SAL. 2585

AREA 35	FORM NO. 355
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FORM B - BUILDING

MASSACHUSETTS HISTORICAL COMMISSION  
80 BOYLSTON STREET, BOSTON, MA 02116

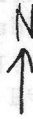


Salem \_\_\_\_\_  
 4 Daniels St. \_\_\_\_\_  
 Name \_\_\_\_\_  
 Present Residential \_\_\_\_\_  
 Original Residential \_\_\_\_\_  
 DESCRIPTION:  
 c. 1802 \_\_\_\_\_  
 Source Sidney Perley \_\_\_\_\_

SKETCH MAP

Show property's location in relation to nearest cross streets and/or geographical features. Indicate all buildings between inventoried property and nearest intersection. Indicate north.

July 1985



Style Federal \_\_\_\_\_  
 Architect \_\_\_\_\_  
 Exterior wall fabric clapboards \_\_\_\_\_  
 Outbuildings \_\_\_\_\_  
 Major alterations (with dates) \_\_\_\_\_  
 Moved \_\_\_\_\_ Date \_\_\_\_\_  
 Approx. acreage less than one acre \_\_\_\_\_  
 Setting Residential \_\_\_\_\_

Recorded by Debra Hilbert \_\_\_\_\_  
 Organization Salem Planning Department \_\_\_\_\_  
 Date May, 1986 \_\_\_\_\_

(Staple additional sheets here)

**ARCHITECTURAL SIGNIFICANCE** (Describe important architectural features and evaluate in terms of other buildings within the community.)

In its form, size, and shallow pitch of its gable roof, 4 Daniels St is typical of numerous vernacular Federal period buildings in the Derby St. area. Oriented south, the structure has a 5-bay symmetrically arranged facade with a modest center entry. Trim is simple and consists of sill and corner boards, and plain window surrounds. The roof eaves are somewhat deeper than one might expect on a Federal house.

**HISTORICAL SIGNIFICANCE** (Explain the role owners played in local or state history and how the building relates to the development of the community.)

According to an account by historian Sidney Perley, Richard Ingersoll built a house on this site in 1675. Abigail Berry acquired the eastern and western halves of the property in 1797 and 1802 respectively and the Ingersoll house "was probably gone soon afterward."

Judging from its appearance, Berry may have built 4 Daniels St. shortly after demolishing the earlier building. She died in 1824 and her executor, Abigail B. Archer, apparently rented out the property. The 1837 Salem Directory shows mariner Thomas Seaver living here. Archer's heirs then sold the house in 1868 to Susan Mundy who lived here with her husband John.

The Federal period was one of great prosperity in Salem due to numerous successful maritime ventures around the world. Many of the structures surviving in the Derby St. neighborhood date to this time (179 -1820).

**BIBLIOGRAPHY and/or REFERENCES** (name of publication, author, date and publisher)

Perley, Sidney, Essex Antiquarian, Vol, 10, No. 24, P. 122

Essex Landry Registry of Deeds, Book 161/Leaf 178, Book 171/Leaf 70, Book 743 /Leaf 137:

# Massachusetts Cultural Resource Information System

## Scanned Record Cover Page

Inventory No:	SAL.2584
Historic Name:	
Common Name:	
Address:	6-8 Daniels St
City/Town:	Salem
Village/Neighborhood:	Derby Street
Local No:	35-354
Year Constructed:	c 1784
Architect(s):	
Architectural Style(s):	Federal
Use(s):	Multiple Family Dwelling House
Significance:	Architecture
Area(s):	
Designation(s):	
Building Materials(s):	Wall: Wood; Wood Clapboard Foundation: Granite



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Massachusetts Historical Commission  
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Place DS

SAL 2584

AREA <u>35</u>	FORM NO. <u>354</u>
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FORM B - BUILDING

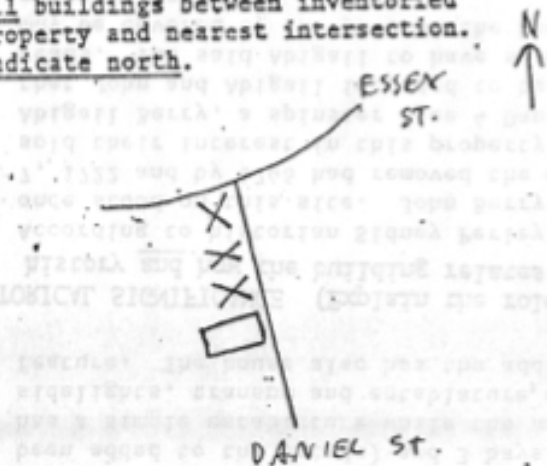
MASSACHUSETTS HISTORICAL COMMISSION  
80 BOYLSTON STREET, BOSTON, MA 02118



Salem \_\_\_\_\_  
 6-8 Daniels Street \_\_\_\_\_  
 Name \_\_\_\_\_  
 Present Residential \_\_\_\_\_  
 Original Residential \_\_\_\_\_  
 DESCRIPTION:  
 c. 1784 \_\_\_\_\_  
 Deed Research \_\_\_\_\_

SKETCH MAP

July 1985  
 Show property's location in relation to nearest cross streets and/or geographical features. Indicate all buildings between inventoried property and nearest intersection. Indicate north.



Style Federal \_\_\_\_\_  
 Architect \_\_\_\_\_  
 Exterior wall fabric clapboards \_\_\_\_\_  
 Outbuildings \_\_\_\_\_  
 Major alterations (with dates) \_\_\_\_\_  
 Moved \_\_\_\_\_ Date \_\_\_\_\_  
 Approx. acreage less than one acre \_\_\_\_\_  
 Setting Residential \_\_\_\_\_

Recorded by Debra Hilbert \_\_\_\_\_  
 Organization Salem Planning Department \_\_\_\_\_  
 Date May, 1986 \_\_\_\_\_

(Staple additional sheets here)

**ARCHITECTURAL SIGNIFICANCE** (Describe important architectural features and evaluate in terms of other buildings within the community.)

This house is somewhat larger than the average Federal period dwelling since it was built to house two families. Placed gable end to the street, the structure was originally 7 bays long (2 narrow windows have been added to the facade) and 3 bays deep. The Daniels Street entrance has a simple entablature while the north side doorway, with its blind sidelights, transom and entablature, appears to be a Greek Revival feature. The house also has the addition of a rear 2-story bay.

**HISTORICAL SIGNIFICANCE** (Explain the role owners played in local or state history and how the building relates to the development of the community.)

According to historian Sidney Perley, a previous house built by 1672 once stood on this site. John Berry acquired the property on December 7, 1722 and by 1746 had removed the old house. In 1784 Berry's heirs sold their interest in this property to John Berry, a mariner and Abigail Berry, a spinster (see 4 Daniels Street). The deed indicates that John and Abigail intended to build a new house on the site as it reads, "The said Abigail to have so much of the land under the house as may be covered by the part of the house which she and said John the grantees may build..."

John Berry's granddaughter, Mary Ann Stevens, and her husband Hiram, a cordwainer, sold the house in 1831 to John Archer, a ship's chandler. The 1837 Directory shows that Archer shared the house with Eunice Russell, Aaron Meader, a laborer, and Ebenszer Morgan, a mariner.

As with many Deby Street houses build in the Federal period, this one is associated with maritime commerce, the mainstay of Salem's economy after the Revolution.

**BIBLIOGRAPHY and/or REFERENCES** (name of publication, author, date and publisher)

- Perley, Sidney. Essex Antiquarian, Vol. 10, No. 24. pp. 122-3.
- Essex County Registry of Deeds Book 146/Leaf 81, Book 260/Leaf 164.
- 1837 Salem Directory.

80 BOSTON STREET BOSTON, MASS. HISTORICAL COMMISSION

BOOK 2 - BUILDING

30 32

# Massachusetts Cultural Resource Information System

## Scanned Record Cover Page

<b>Inventory No:</b>	SAL.2619
<b>Historic Name:</b>	Salem Polish American Citizens Club
<b>Common Name:</b>	Wiggin, Peirce L. - Goldsmith, William H. House
<b>Address:</b>	9 Daniels St
<b>City/Town:</b>	Salem
<b>Village/Neighborhood:</b>	Derby Street
<b>Local No:</b>	35-383
<b>Year Constructed:</b>	c 1810
<b>Architect(s):</b>	
<b>Architectural Style(s):</b>	Federal
<b>Use(s):</b>	Clubhouse; Multiple Family Dwelling House
<b>Significance:</b>	Architecture; Ethnic Heritage; Recreation
<b>Area(s):</b>	
<b>Designation(s):</b>	
<b>Building Materials(s):</b>	Wall: Aluminum Siding; Brick; Brown Stone; Concrete Unspecified; Granite; Wood; Stone, Cut Foundation: Concrete Unspecified; Granite; Stone, Cut



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SAL. 2619

FORM B - BUILDING

Assessor's number  
35-383

USGS Quad  
Salem

Area(s)

Form Number  
2619

Town Salem

Place (neighborhood or village) Derby Street

Address 9 Daniels Street

Historic Name

Uses: Present Social Club

Original Residential

Date of Construction c.1810

Source maps, directories

Style/Form

Architect/Builder unknown

Exterior Material:

Foundation Stone

Wall/Trim Brick

Roof (not visible)

Outbuildings/Secondary Structures

none

Major Alterations (with dates) (c.1930) - south addition,  
removal of facade cornice

Condition good

Moved  no  yes Date

Acreage 6070 SF

Setting densely built-up 19th century residential

neighborhood between Essex Street and the waterfront

Recorded by Lisa Mausolf

Organization Salem Planning Department

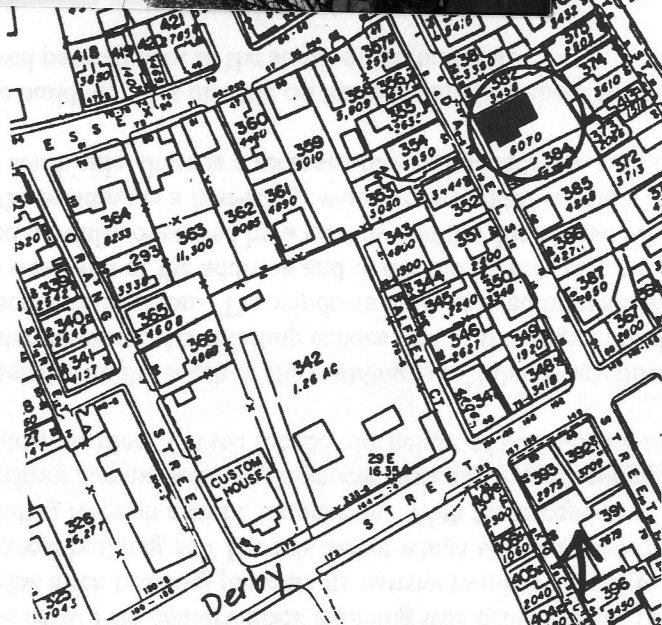
Date (month/year) April 1998

RECEIVED

SEP 20 1998

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

MASS. HIST. COMM



BUILDING FORM (9 Daniels Street)

ARCHITECTURAL DESCRIPTION

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

This early 19th century brick dwelling was converted for use as a Polish social club in the late 1920s. The three-story, flat-roofed brick building presents its narrow two-bay facade to the street and was apparently originally nearly identical to the adjacent building at 7 Daniels Street which sits just a few feet to the north. The brick is laid in a Flemish bond and the building rests on a stone foundation. With the exception of the first floor windows which have been bricked-in, most of the windows contain a 1/1 replacement sash and display simple stone sills and splayed lintels. The windows on the third floor are slightly smaller. On the facade, the height of the building has been raised slightly and the original cornice has been removed.

Extending to the south of the building is a 20th century three-story addition measuring 1 x 1 bay and obscuring the original center entrance. Its detailing echoes that of the original building. The brick on this section is laid in a common brick above a concrete foundation. The windows have splayed brownstone lintels and concrete sills. The first floor entrance is located on the west wall of the addition and is fronted by new concrete steps. The original brownstone entablature over the entrance has been partially obscured by a canopy and the doors have been replaced by modern bronze and glass double doors. At the rear of the building is a two-story, wood-frame addition which is sheathed in aluminum siding above a concrete foundation. On the south side, there is a recessed bay which accesses a set of covered stairs.

The building is set directly on the sidewalk just about two feet from the adjacent building at 7 Daniels Street. There is a large paved parking area to the south of the building.

HISTORICAL NARRATIVE

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

What is now Daniels Street was in existence as early as 1661 and by the mid 1700s was known as Daniels Lane, later Daniels Street. By the late 1700s Bentley states that both Palfrey's and Fogg's Wharves were located at the foot of Daniels Street, making Daniels Street busy with activities connected with the sea. The houses at 7 and 9 Daniels Street both date to the early 19th century.

The earliest available directory, that of 1836, indicates that Peirce L. Wiggin was living here at that time. Without deed research it is not possible to find out whether he was the original owner. Mrs. Wiggin continued to live here as late as 1881. By 1884 the property had been acquired by William H. Goldsmith, an inspector at the Custom House, who occupied part of the house and rented out units to two tenants. William Goldsmith and William Hyde are shown as the owners on the 1911 map and in the 1905 and 1910 city valuation records. Goldsmith continued to live here until about 1915. The house was rented out to a number of tenants over the next 10-15 years. By 1929 the building was being utilized by the Polish American Citizens Club, which was organized in November 1916 and initially met at 160 Derby Street. By 1970 the present occupant, the Polish Legion of American Veterans Post 55, was using the building.

BIBLIOGRAPHY and/or REFERENCES

Hopkins, G.M. Atlas of Salem, Massachusetts. Philadelphia: 1874.  
McIntyre, Henry C.E. Map of the City of Salem. Philadelphia: 1851.  
Reardon, Elizabeth. Salem Historic District Study Committee Investigation, 1969.  
Richards, L.J. Atlas of the City of Salem, Massachusetts, 1897.  
Salem City Directories, 1836-1970.  
Walker Lithograph and Publishing Company. Atlas of the City of Salem, Massachusetts. Boston: 1911.

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

SAZ. 2019

FORM B - BUILDING

In Area no. <i>B135</i>	Form no. <i>2619</i>
----------------------------	-------------------------

MASSACHUSETTS HISTORICAL COMMISSION  
Office of the Secretary, State House, Boston



*Salem, Ma Place - D5*

Address *9 Daniels St*

Present use *Polish - Club*

Present owner \_\_\_\_\_

Description:

*1810-20*

Source *SHDSCR*

*federal*

4. Map. Draw sketch of building location in relation to nearest cross streets and other buildings. Indicate north.

*JUNE 1979*

Architect \_\_\_\_\_

Exterior wall fabric *brick*  <sup>*Flemish Bond*</sup>

Outbuildings (describe) \_\_\_\_\_

Other features \_\_\_\_\_

Altered  Date \_\_\_\_\_

Moved \_\_\_\_\_ Date \_\_\_\_\_

5. Lot size:

One acre or less  Over one acre \_\_\_\_\_

Approximate frontage *25 feet*

Approximate distance of building from street

*on street*

6. Recorded by *Tom Duran*

Organization *Historic Salem Inc.*

Date *3/2/80*

*Back to back to #7 Daniels an identical 3 story - plus up roof brick house built at same time. Altered with roof + an ell added covering original entrance.*

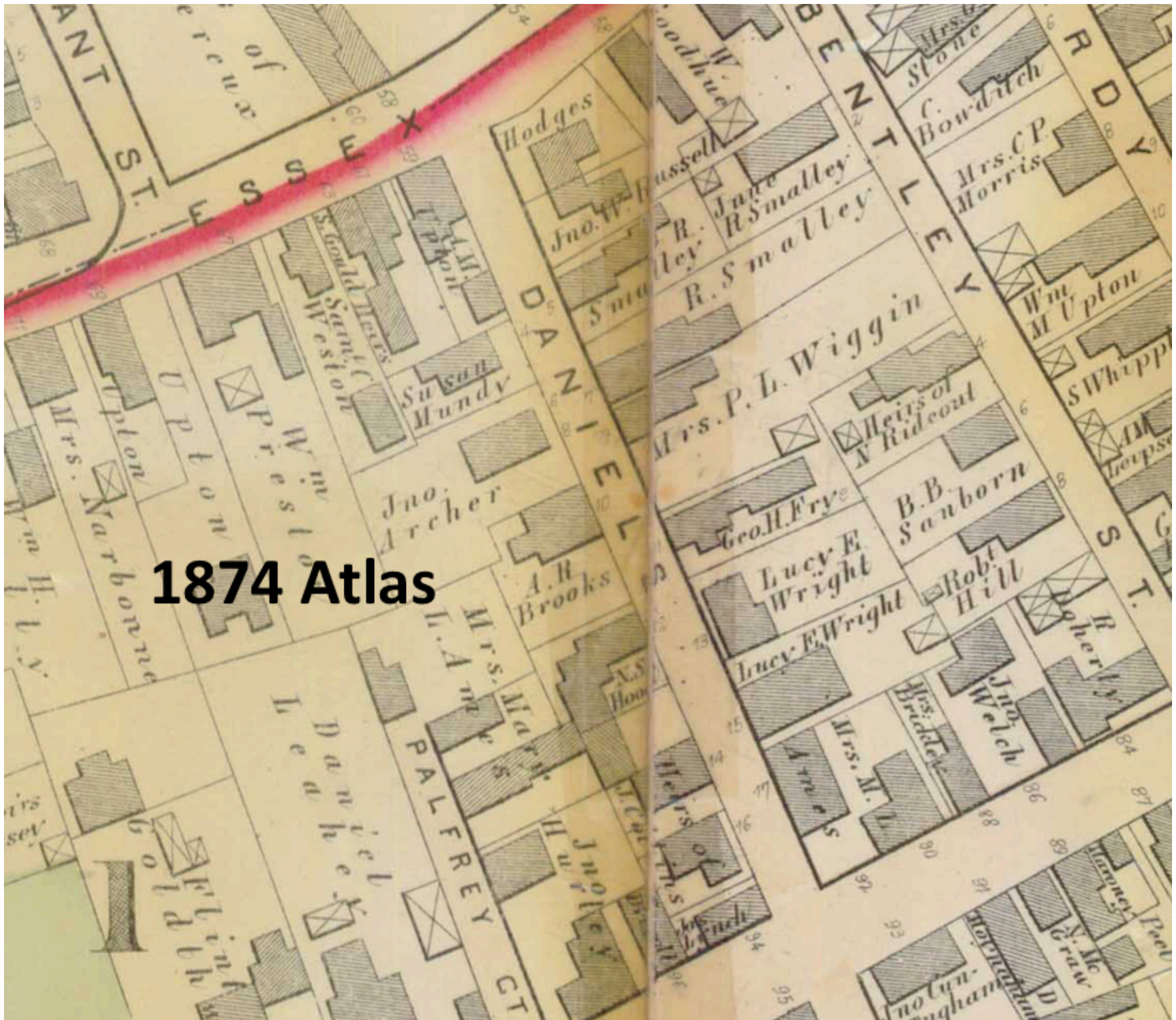
*As no windows on back facing #7 (#7 has no windows either) likely they built at same time.*

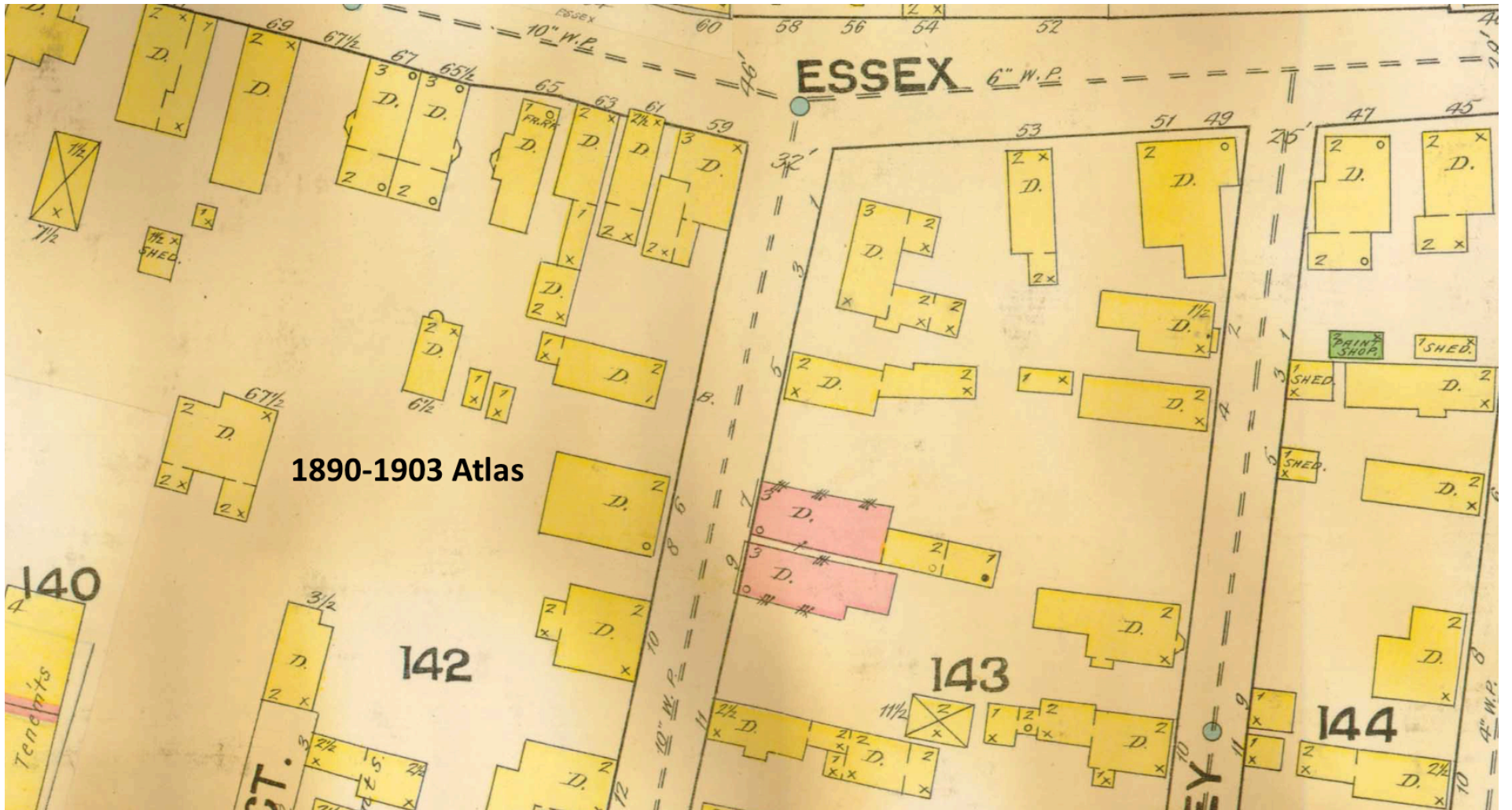
(over)



1851 Atlas

**1874 Atlas**





1890-1903 Atlas



1897 Atlas

1906-1938 Atlas

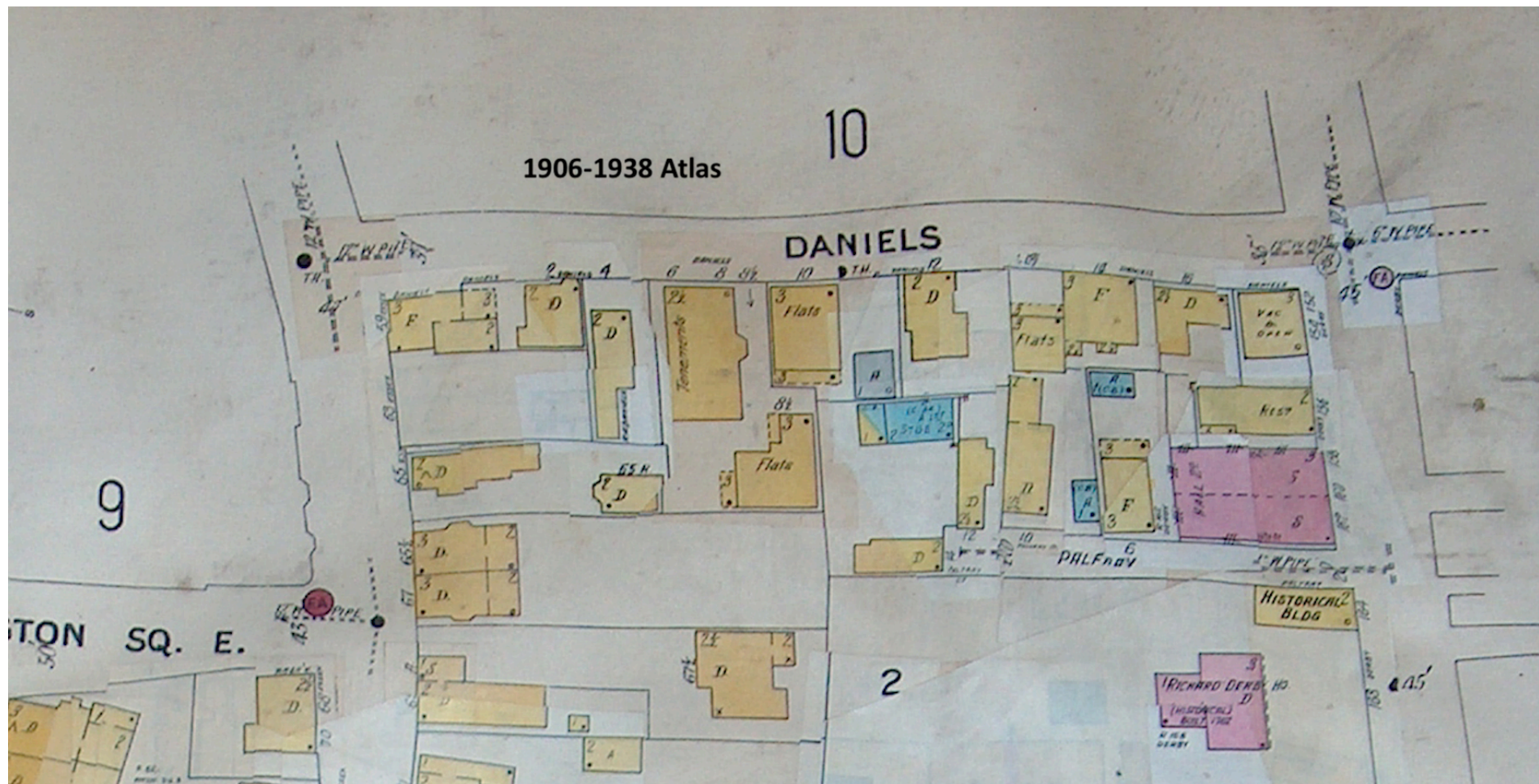
10

DANIELS

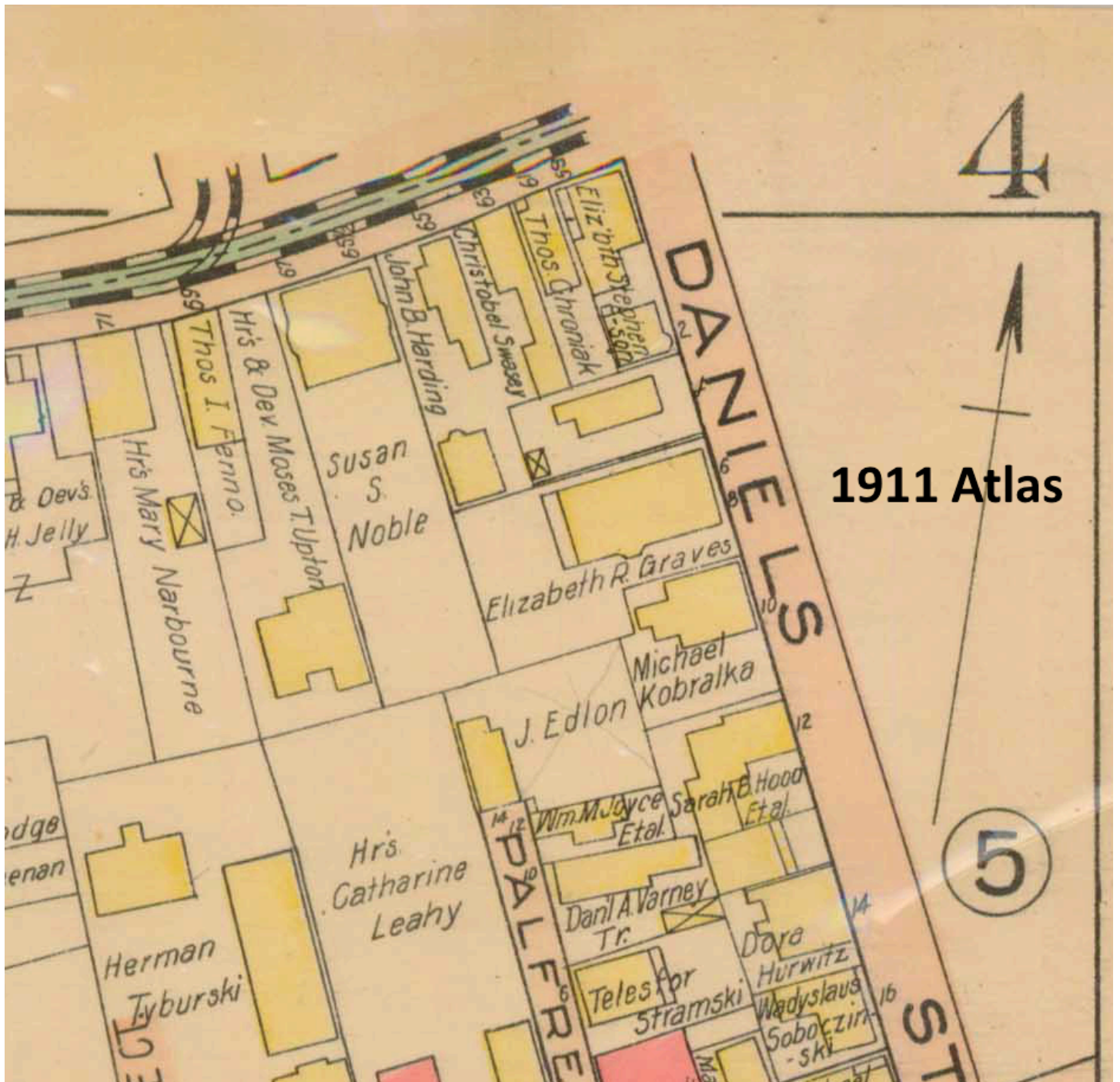
9

TON SQ. E.

2







1911 Atlas

*Deeds*

warrant & defend the same to the said John Marsh & his heirs & assigns forever  
 against the lawful claims & demands of all persons in Writings whereof thereto  
 set my hand & seal the thirteenth day of August in the year of our Lord one  
 thousand seven hundred & seventy six  
 signed sealed & delivered } Joseph Barnard & seal  
 in presence of us } by acknowledged this instrument to be his free deed  
 Tim. Pickering jun<sup>r</sup> } before Tim. Pickering Justice of the peace  
 Lydia Williams jun<sup>r</sup> }  
 Epex ps Rec<sup>d</sup> Dec<sup>r</sup> 16. 1786 & recorded & exam<sup>d</sup> by John Pickering Reg<sup>y</sup>

W. S. Ellis  
 to  
 R. Ober

Know all men by these presents that we Susanna Ellis & Sarah Ellis joint  
 heirs to the estate of Richard Ellis deceased both of Beverly in the County of  
 Essex spinsters in consideration of sixty three pounds lawful money paid to  
 us by Richard Ober y<sup>e</sup> third of Beverly in the County of Essex mariner the  
 receipt whereof we do hereby acknowledge do here by give grant sell &  
 convey to the said Richard Ober y<sup>e</sup> third his heirs & assigns forever our  
 one half part of Two undivided pieces of land situated in s<sup>d</sup> Beverly  
 containing in the whole about four acres & three quarters of an acre  
 more or less according to the Plan<sup>n</sup> exhibited by W<sup>m</sup>. Batchelder the  
 Surveyor said pieces of land are adjoining together & are bounded as  
 followeth viz. on lands of Joseph Foster & of the heirs of s<sup>d</sup> Richard  
 Ellis & others southerly as the partition wall now stands & westerly  
 on land of the heirs of Ebenezer Ellinwood & others northerly on land of  
 the heirs of Edmund Giles easterly on land of the heirs of John Tuck  
 Benjamin Bishop John Harmon Mary Stone & Josiah Batchelder  
 jun<sup>r</sup> all being within fence & fenced chiefly with stone wall viz our  
 half of the two undivided pieces of land above described the other half  
 of said land being the property of the said Richard Ober the third John  
 & to hold the same to the said Richard Ober y<sup>e</sup> third & his heirs And we do  
 covenant with the said Richard Ober s<sup>d</sup> his heirs & assigns that we are  
 lawfully seized in fee of the premises that they are free of all incum-  
 brances that we have good right to sell & convey the same to the said  
 Richard Ober s<sup>d</sup> to hold as aforesaid and that we our heirs executors &  
 administrators shall & will warrant & defend the same to the said  
 Richard Ober s<sup>d</sup> his heirs & assigns forever against the lawful claims  
 & demands of all persons whatever in Testimony of all which we have  
 hereunto set our hands & seals this sixth day of December A. D. one  
 thousand seven hundred & eighty six  
 signed sealed & delivered in presence of } Susanna Ellis & seal  
 Josiah Batchelder jun<sup>r</sup> William Hazeltine } Sarah <sup>Wm</sup> Ellis & seal  
 Epex ps Dec<sup>r</sup> 6. 1786 Then the within named Susanna Ellis and  
 Sarah Ellis personally appeared & acknowledged the within instrument  
 to be their free act & deed. before me Jos<sup>ph</sup>. Batchelder J<sup>st</sup> of Peace  
 Epex ps Rec<sup>d</sup> Dec<sup>r</sup> 18. 1786 & recorded & exam<sup>d</sup> by John Pickering Reg<sup>y</sup>

John Feet  
 & Catherine  
 his wife  
 in her right  
 Mary Stone  
 widow  
 Elizabeth Stone  
 widow  
 Oliver Perry yeoman  
 & John Perry  
 both

Know all men by these presents that we John Feet of Danvers yeoman  
 & Catherine his wife in her right Mary Stone of Beverly widow  
 Elizabeth Stone of Salem widow Oliver Perry yeoman & John Perry  
 both

both of Salem & all in the County of Essex Abigail Valpy of Boston in the County of Suffolk & Paul Gouin & Elizabeth his wife in her Right of Cape Jersey in the Government of Nova Scotia. in Consideration of Sixty two pounds ten shillings paid us by John Berry mariner & Abigail Berry Spinster both of Salem aforesaid the receipt whereof we hereby acknowledge do by these presents remise release & forever quitclaim unto the said John & Abigail their heirs & assigns forever all our interest in & to a piece of land in the east parish in said Salem to which we are heirs or descendants of John Berry deceased said land being bounded easterly on Dominick's lane fifty three feet then southerly forty nine & a half feet on Swasey's land then easterly nineteen feet four inches on said Swasey's land then southerly sixty feet on Marwick Dalfrays land then westerly seventy one & a half feet on Preston's land & then northerly partly on Cheevers & partly on Valpy's land one hundred & eight feet. The said Abigail to have so much of the land under the house as may be covered by her part of the house which she & said John the grantees may build & the said John to have the land under his part of said house & the dividing line in said house to be an entry to run from south to north through said house & the said Abigail to have the east end with said entry & the said John the west end & the land round said house to remain in Common to the grantees with the well therein said Common land to extend so far west as to be six feet west from the west end of the house & to extend from north to south parallel with said west end of said house & the rest of said land to be divided in two equal halves the said Abigail to have the souther half & the said John the northerly half. To have & to hold the same to the said John Berry & Abigail Berry the parts to them respectively assigned & to their respective heirs & assigns forever to their use & behoof free from any claim from us or either of us or our heirs or of any person under us or them. And we hereby agree & consent to be utterly excluded & debarred from such claim forever by these presents and the said John & Abigail consent hereby to quitclaim to each other the parts to them respectively assigned as aforesaid. In testimony whereof we the parties aforesaid have to these presents set our hands & seals this day of March Anno Domini one thousand seven hundred & eighty four. John Felt & a seal  
 signed sealed & delivered in presence of  
 Joseph Snelling Edward Brown witnesses to  
 John Felt & wife Elizabeth Stone John Berry Abig. Berry John Berry & a seal  
 Exec. for March 29, 1784 then John Felt & Catharine Abigail Berry & a seal  
 his wife Elizabeth Stone John Berry & Abigail Berry & other seals  
 Berry severally acknowledged this instrument to be their free Deed.  
 before John Pickering Just. Peace  
 Essex Rec. Dec. 15, 1786 & recorded & exam. by John Pickering Magr.

have hereunto set my hand and seal this twenty fifth day of April in the year -  
of our Lord one thousand eight hundred and thirty one.

Signed, sealed and delivered } Jon<sup>a</sup> Bachelor... seal  
in presence of me- } Essex ss. April 25. 1831. Then the above  
Benj<sup>l</sup> Merrill } named Jonathan Bachelor acknowledged the  
above instrument to be his free act and deed before me Benj<sup>l</sup> Merrill Just of the Peace  
Essex ss. Received April 25. 1831. recorded and examined by Amos Choate Juy

Hiram Stevens et  
ux.

to  
John Archer

Know all Men by these Presents that we Hiram Stevens  
of Melburn in the County of Essex corduxior and Mary Ann the wife of  
said Hiram in her own right in consideration of the sum of Two hundred  
and seventy five dollars paid us by John Archer of Salem in said County  
trader the receipt whereof we do hereby acknowledge do hereby give grant sell and  
convey unto the said John Archer his heirs and assigns one undivided half of a  
certain parcel of real estate situated on Daniel street in said Salem the whole  
consisting of one half of a dwelling house with the land under and adjoining the  
same and formerly belonging to John Berry the grandfather of said Mary Ann.  
It being the same estate which was conveyed to said John Berry by John Felt  
of Danvers and Catherine his wife, Mary Ives, Elizabeth Stone, Oliver Berry  
jr. Abigail Valpy, Paul Gowin and Elizabeth his wife, the boundaries of which  
will be seen by referring to their deed duly executed and recorded in the Registry  
of Deeds for the County of Essex Book 146 Leaf 181 and all the estate right  
title interest and demand which they the said Hiram and Mary Ann or  
either of them have of in or to the same. To have and to hold

the aforegranted premises to the said John Archer his heirs and assigns to his  
and their use and behoof forever, and we for ourselves our heirs executors and ad-  
ministrators do covenant with the said John Archer his heirs and assigns, that  
we are lawfully seized in fee of the aforegranted premises, that they are free of  
all incumbrances, that we have good right to sell and convey the same to the  
said John Archer, and that we for ourselves heirs executors and administrators  
will warrant and defend the same premises to the said John Archer his heirs  
and assigns forever against the lawful claims and demands of all persons. *IN*

*WITNESS* whereof we the said Hiram Stevens and Mary Ann Stevens have  
hereunto set our hands and seals this twenty fifth day of April in the year  
of our Lord one thousand eight hundred and thirty one.

Signed, sealed and delivered } Hiram Stevens... seal  
in presence of us } Mary Ann Stevens... seal  
Ch<sup>s</sup>. A. Andrews } Essex ss. April 25. 1831. Then the above named  
Joseph G. Waters } Hiram Stevens and Mary Ann Stevens acknowledged  
the

the above instrument to be their free act and deed

before me Joseph G. Waters Just. of Peace

Essex ss. Received April 25. 1831. recorded and examined by Amos Choate Reg.

±

John B. Very

Know all Men by these Presents that I John Croninshield Very to  
of Salem in the County of Essex and Commonwealth of Massachusetts trader in W<sup>m</sup>. Mansfield  
consideration of the sum of Two hundred dollars paid me by William Mansfield  
of said Salem Esquire the receipt whereof I do hereby acknowledge have granted  
remised released and forgiven quit claim and do by these presents grant remise  
release and forgive quit claim unto the said William and his heirs and assigns  
all my right title and interest whatsoever in the following real estate that is  
to pay a certain lot of land in said Salem containing about one hundred and  
seventy poles bounded as follows viz, beginning at the Southeastly corner thereof  
on Derby street and thence running Westly bounding Southly on said street  
one hundred and thirty seven feet thence running Northly bounding Westly  
on land of Cloutman and others three hundred and forty nine feet six inches  
thence running Easterly bounding Northly on the road or street leading to the  
Neck so called one hundred ninety eight feet six inches thence running Southly  
bounding Easterly on land of Dalrymple and Manning two hundred and forty  
eight feet to the bounds first mentioned on Derby street aforesaid. Also all my  
title and interest in the land and flats with the wharf store and all the other  
the privileges and appurtenances thereof situated in Salem aforesaid and bounded  
as follows viz, beginning at the Northeastly corner thereof on Derby street and  
thence running Westly bounding Northly on said street one hundred and eighty  
nine feet thence running Southly bounding Westly on land and flats of Chad-  
wick and others to low water mark thence running Easterly bounding Southly  
by said low water mark to a point in the same straight line with the Easterly  
side of said wharf thence running Northly bounding Easterly on land and flats  
formerly of Tomlley Brooks to the bounds first mentioned on Derby street aforesaid  
said premises contain that part this day conveyed to me by said Mansfield  
and also that part conveyed to me by John Dike formerly belonging to Mary  
Molloy of said Salem with all and singular the privileges and appurtenances  
to the premises and every part and parcel thereof belonging. The premises being  
parcels of the estate which was of Clifford Croninshield late of Salem aforesaid  
merchant deceased. To have and to hold the released premises  
to him the said Mansfield his heirs and assigns forever. Provided Nevertheless  
That if the said John B. Very his heirs executors or administrators, pay to the  
said Mansfield his heirs or assigns, the sum of Two hundred dollars with interest  
annually in one year then this deed as also a certain Note of hand bearing date  
with

Geo. R. Lord  
to  
Josh. H. Ward

Know all men by these presents: That I  
George Robert Lord of Ipswich, gentleman, in consideration of one thousand dollars to me paid by Joshua H. Ward of Salem, Esq. and Abraham Caldwell of Ipswich gentleman, the receipt whereof is hereby acknowledged, do by these presents, grant, remise, release and forever Quit Claim unto the said Ward and Caldwell, and their heirs and assigns all my right, title, interest, and estate in and to that estate real and personal which Thomas Manning by his deed dated Febry 4, 1845. herewith to be recorded, conveyed to me: said estate consists of a mortgage of house and land given by Nath. S. Manning to Eunice Haskeel for \$1000 and a note secured by the same and a judgment recovered on said mortgage, with possession to foreclosure. To have and to hold, the above released premises to the said Ward and Caldwell and their heirs and assigns to their use and behoof forever: so that neither I the said George Robert nor my heirs, or any other person or persons, claiming by, from or under me or them, or in the name right, or stead of me or them, shall or will, by any way or means, have, claim, or demand any right or title to the above released premises, or to any part or parcel thereof forever. In Witness whereof, I the said George Robert Lord have hereunto set my hand and seal this sixth day of March, in the year of our Lord, one thousand eight hundred and forty five—

Signed, sealed and delivered } Geo. R. Lord. Seal  
in presence of us, Olin P. Lord. }

Essex, ss. March 2<sup>d</sup> 1846. Then the above-named George Robert Lord: acknowledged the above instrument to be his free act and deed Before me. Olin P. Lord Justice of the Peace

Essex, ss. Rec<sup>d</sup> March 2<sup>d</sup> 1846, 25.m. C.F. P.M. Recorded and Examined by A. H. French Not<sup>y</sup>

John H. Meeder's estate  
by  
John Archer,

Know all men by these presents: That I  
Avon Doyce Guardian of Sarah C. Meeder and John H. Meeder, minor

children of Aaron Meader, deceased intestate, by an order of the Probate 152  
Court begun and holden at Spanish in the said county of Essex on  
the first Tuesday in February 1846. was licensed and duly em-  
powered to sell and pass deeds, to convey all of the real estate of  
the said minor children and incidental charges. And whose  
as the said Aaron Dodge Guardian having given public notice of the  
intended sale of said Estate, and having first given bonds, and  
taken the oath, by law in such cases required, did on the Thu-  
rsday twentieth of February, pursuant to the license and  
notice aforesaid, sell at public vendue the following tract  
of land being all of of the real estate of said minor children  
to John Archer of Salem County of Essex State of Massachusetts  
for the sum of three hundred and fifty dollars, he being  
the highest bidder therefor, as follows, to wit:—One undivid-  
ed half of one third part of a house and land situated by Dam-  
iel's Street in Salem being the one half of what was left by will  
of John Berry deceased, which was dated June 6. 1804, and proved  
in Probate Court the 8<sup>th</sup> of October 1804. Mary Ann Berry afterwards Peck  
then Stevens, who sold her half to John Archer, recorded April 25, 1851.  
Book 260 leaf 164. and Sally Berry the wife of the late Aaron Meader  
who left two children above mentioned, were the heirs. Said Estate is  
as per deed recorded Docum<sup>t</sup> 18, 1786. Book 146 leaf 181. All the heirs quit  
claim to John and Abigail Berry a piece of land in the East Parish  
in Salem, to which we are heirs as descendants of John Berry deceas-  
ed, said land being bounded Easterly on Daniel's Lane fifty three  
feet, then southerly forty nine and half feet on Swasey's Land and  
then Easterly nineteen feet four inches on said Swasey's Land, then  
Southerly sixty feet on Warwicks Palpeys land, then Westerly seventy  
one and a half feet on Preston's land, and then Northerly partly on  
Cheever and partly on Valpeys's land one hundred and eight feet  
the said Abigail to have so much of the land under the house as may  
be covered by her part of the House which she and said John the  
Granties may buy, and the said John to have that part of land  
under



under his part of the house and the dividing line of said house to be an Entry to run from South to North through said house, and the said Abigail to have the East end with said Entry, and the said John the West end; and the land round said house to remain in common: Said common lands to extend so far West as to be six feet West from the West end of the house and to extend from North to South, parallel with said house and the rest of the land to be divided equally, the said Abigail to have the Southern and John the Northern, which said Archer has bought: Therefore Know Ye, That I the said Aaron Dodge as aforesaid by virtue of the power and authority in me vested as aforesaid, and in consideration of the aforesaid sum, of three hundred & fifty dollars to me paid by the said John Archer the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Archer his heirs and assigns, the tract of land herein above mentioned and described, or howsoever the same is reputed to be bounded or described. To have and to hold the aforesaid premises, with all the privileges and appurtenances, to the same belonging, to him the said Archer his heirs, assigns to his and their use and behoof forever. And I the said Aaron Dodge Guardian as aforesaid, do hereby covenant with the said Archer, his heirs and assigns, that I was lawfully authorized and empowered to make sale of the same, as aforesaid that I gave public notice of the said intended sale as aforesaid: that I gave bonds, and took the oath by law required, previous to the said sale, that it was necessary the same should be sold for the purposes aforesaid: that the premises were struck off to the said John Archer for the sum aforesaid at a public vendue, as aforesaid, and that he the said Archer offered most for the same. In Witness Whereof, I the said Aaron Dodge Guardian as aforesaid have hereunto set my hand and seal this twenty sixth day of February, in the year of our Lord one thousand eight hundred and forty six.

signed sealed and delivered:

in presence of us... the words  
much used and frequently put in before signing.  
Henry Upton - Eliza P. Upton.

Aaron Dodge. . . . . scale 153.

Essex ss. Feby 27, 1846. Then the above  
named Aaron Dodge personally.

acknowledged the above instrument, by him subscribed, to be his  
voluntary act and deed: Before me, Thomas Needham, Just. of the Peace

Essex ss. Recd Feby 28, 1846, 3 o'clock P.M. Recorded and examined

by W. H. French, Dep<sup>t</sup>

Know all men by these presents: That we -  
George M. Deed, John Abbot and Thomas W. Barr all of Danvers  
in the County of Essex and Commonwealth of Massachusetts, Trust-  
ees of the Second Baptist Church, in said Danvers, duly appointed by  
an indenture and conveyance given said Church by Michael  
Shepard dated the third day of November in the year of our Lord  
one thousand eight hundred and forty five, recorded in the  
Registry of deeds for the County of Essex Book 363 Leaf 753, and duly  
authorized by a majority of the members of said Church in writing  
agreeable to the provisions in said deed of indenture, and requested  
by a majority of said Church in the writing aforesaid to sell the  
house in which we worship and deed the same to the South Dan-  
vers Baptist Society associated with said Church. Now there-  
fore, we the Trustees abovenamed, having been duly authorized  
and empowered to sell said House as aforesaid in consideration  
of one dollar to us paid by the said South Danvers Baptist Society  
and divers other good causes and considerations, the said Church  
herewith moving, the receipt whereof is hereby acknowledged, do  
by these presents, give, grant, bargain, sell and convey unto the said  
South Danvers Baptist Society their successors and assigns -  
A certain building now standing on the lot of land that Michael  
Shepard conveyed to us in trust for said Church, and which  
has heretofore and is now improved and occupied by said  
Church and Society as a place of Public Worship - And said  
South Danvers Baptist Society and their successors and assigns, are

Second 13 St. Danvers  
to  
South Danvers B. Society.

183

Know all men by these Presents, That I, Jacob Chase, painter, of Lynn, J. Chase  
 County of Essex and Commonwealth of Massachusetts in consideration of three P. M. Neal  
 hundred dollars paid by Peter M. Neal of said Lynn the receipt whereof is hereunto  
 by acknowledged, do hereby grant, remise, release, and forever quit claim in  
 to the said P. M. Neal his heirs and assigns all my right, title and interest in  
 one undivided half of the following described piece of land situated in Lynn  
 aforesaid, bounded, viz. south easterly by land of Phineas Grey one hundred  
 twenty three (123) feet, south easterly by land lately of Nathaniel Breed Father  
 now of Patrick Cummings eighty eight (88) feet, south westerly by land of James  
 Williams ninety eight (98) feet to Sudor street and north westerly on said Su-  
 dor street seventy nine feet (79) to the place of beginning, all the above measure-  
 ments, more or less. To have and to hold the above released premises, with  
 all the privileges and appurtenances to the same belonging, to the said Peter  
 M. Neal his heirs and assigns, to their use and behoof forever. And I the said  
 J. Chase for myself and my heirs, executors, and administrators, do covenant  
 with the said Neal his heirs and assigns, that the premises are free from all  
 incumbrances, made or suffered by me and that I will and my heirs, execu-  
 tors, and administrators shall warrant and defend the same to the said  
 Neal his heirs and assigns forever, against the lawful claims and demands  
 of all persons claiming by, through or under me by against none other. In  
 witness whereof I the said Jacob Chase with Mary Ann Chase my wife in  
 tokens of her relinquish and of all her right of dower in the above described prem-  
 ises have hereunto set our hands and seals this tenth day of February in the  
 year of our Lord one thousand eight hundred and sixty eight.

Signed, sealed, and delivered in } Jacob Chase seal  
 presence of Edward A. Chase } Mary Ann Chase seal

Essex, ss. Feb. 19. 1868. I have personally appeared the above named Jacob Chase  
 and acknowledged the above instrument to be free act and deed.

before me, William G. Hibbard Justice of the Peace.  
 Essex, ss. Feb. 25. 1868. I am before P. M. Neal by E. Howard

Know all men by these Presents, That we Benjamin Woodward of  
 Charlestown and Nancy O'Neill of Boston both in Mass. being the only living  
 B. Woodward, et al.  
 J. Nichols  
 One of the Exchangers  
 and one of the Comptrolers  
 of the Bank of Boston

in law of our sister Abigail B. Archer of Salem, County of Essex, who died Jan<sup>y</sup>.  
25<sup>th</sup> 1868 (formerly Abigail B. Woodward) who was made sole Executor of the  
Estate of Abigail Berry per Will dated seventeenth day of July 1821 - said Will  
was proved in Probate Court in Salem, County of Essex on the third Tuesday  
in May 1824 wherein this Estate mentioned below was given to our sister  
formerly Abigail B. Woodward, in consideration of fourteen hundred & fifty  
dollars paid by John Archer of Salem County of Essex the receipt whereof is  
hereby acknowledged, do hereby give, grant bargain, sell and convey unto the  
said John Archer two thirds of a house and one half the lands situated by  
Daniels street, the said Archer having purchased the other third part of the  
house & one half the lands of the heirs of John Berry per deed recorded April  
25 1831 Book 260 Leaf 164. & Deed 23. 1846. Book 364. Leaf 131. references be-  
ing had to the Division deed signed by John and Abigail Berry & the heirs  
of said estate as per Deed recorded Dec. 18. 1786. Book 146 Leaf 181. all heirs  
quit claim to John and Abigail Berry a piece of lands in the East Parish in  
said Salem to-wit we are heirs as descendants of John Berry deceased, said  
lands being bounded on Daniels lane fifty three feet then southerly forty  
nines and a half feet on Swazys land then easterly nineteen feet four in-  
ches on said Swazys land then southerly twenty feet on Warwick Palfrays  
land then westerly seventy one and a half feet on Frelsens land & then north-  
only partly on Chivers & partly on Walpeys lane one hundred & eight feet -  
the said Abigail to have so much of the lands as may be covered by her part  
of the house which she & said John the grantee may build and the said  
John to have the land under his part of the house and the dividing line in  
said house to be an entry to run from south to north through said house & the  
said Abigail to have the east ends with said entry and the said John the  
west ends and the said land around the said house to remain in common  
to the grantees with the Will therein the said lands to extend so far West as  
to be six feet from the west end of the house and to extend from north to south  
parallel with said house and the rest of said lands to be divided into two  
equal halves the said Abigail to have the southern half & John the northern  
half We also sell, convey and warrant to said John Archer two feet of land  
except north of said lands from the Walpey Estate (so called) now occupied by

Monday running on a line six feet from the house we sell to said Archer,  
 running from Daniels street westerly seventy five feet five inches and being the  
 lands we sell to him fifty five feet on Daniels street and on the western line sev-  
 enty three & half feet as far as the Waipoy Estate so called extends - To have  
 and to hold the above granted premises, with all the privileges and appur-  
 tenances thereto belonging, to the said John Archer his heirs and assigns, to his  
 heirs use and behoof forever. And we the said grantors, for ourselves and  
 our heirs, executors, and administrators, do covenant with the said grantee  
 and his heirs and assigns, that we are lawfully seized in fee simple of the  
 aforesaid premises; that they are free from all incumbrances, that we have  
 good right to sell and convey the same to the said grantee and his heirs  
 and assigns forever as aforesaid; and that we will, and our heirs, executors  
 and administrators shall, warrant and defend the same to the said grantee  
 and his heirs and assigns forever, against the lawful claims and demands  
 of all persons. In witness whereof, we the said Benjamin Woodward &  
 Nancy W. Orcutt and Phoebe Woodward wife of Benj<sup>d</sup> Woodward in token  
 of their release of all right and title of or to both dower and homestead in  
 the granted premises, have hereunto set our hands and seals, this twenty sec-  
 ond day of February in the year of our Lord one thousand eight hundred  
 and sixty eight

Benj<sup>d</sup> Woodward seal  
 Nancy W. Orcutt seal  
 Phoebe Woodward seal  
 of us David S. Farr Samuel Orcutt

Commonwealth of Massachusetts, Suffolk co. February twenty second 1868  
 Then personally appeared the above named Benjamin Woodward, Nancy  
 W. Orcutt & Phoebe Woodward and acknowledged the foregoing instrument  
 to be their free act and deed before me, Samuel Orcutt

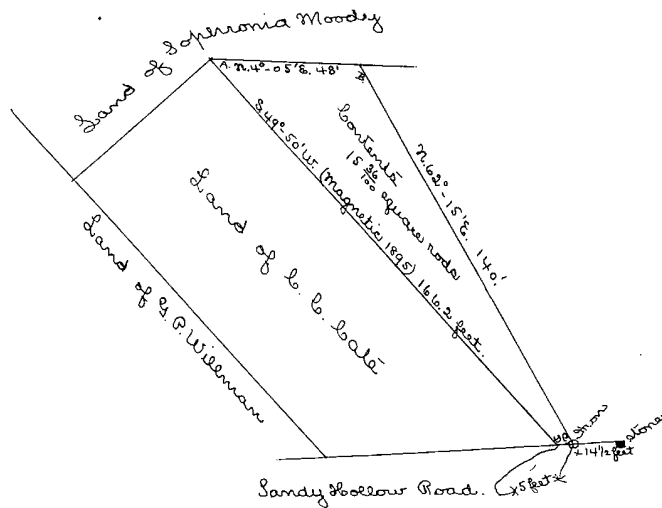
Justice of the Peace  
 Essex co. Recd. Feb. 25, 1868. 25. seen before J. H. Newby - Ephus Rowley

Know all men by these Presents, That I John W. Raymond, of the town of Beverly, County of Essex and Commonwealth of Massachusetts, in consideration of one dollar and other valuable considerations to me paid by Edward J. Caldwell of said town, trustee, the receipt whereof is hereby ac-

J. W. Raymond  
 No 255 R. Stamp  
 Certificate  
 Cancelled.

their own use and behoof forever. And I hereby for my-  
 self and my heirs, executors, and administrators covenant  
 with the grantee and her heirs and assigns that I am law-  
 fully 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 her heirs and assigns  
 forever against the lawful claims and demands of all per-  
 sons. In witness whereof I the said Sophronia Moody  
 hereunto set my hand and seal this fourth day of Decem-  
 ber, in the year one thousand eight hundred and ninety five.  
 Signed, sealed, and delivered in } Sophronia Moody Seal.  
 presence of J. P. Titcomb } Commonwealth of Massachu-  
 setts. Essex co. December 4, 1895. Then personally appeared the  
 above named Sophronia Moody and acknowledged the for-  
 going instrument to be her free act and deed.

Before me, J. P. Titcomb, Justice of the Peace  
 Magnetic 1895



A. B. D. is Plan of land conveyed by this deed. Scale, 1 inch  
 = 40 feet. J. P. Titcomb. Surveyor.

Essex Co. Recd. Dec. 6, 1895. 10 o'clock A.M. Rec. by

Chas. Wood Ref

I know all men by these presents, that whereas,  
 I, Nathaniel S. Simonds of Salem in the Commonwealth of Mas-  
 sachusetts, as Executor of the last will of Mary Ann Francis  
 late of said Salem by virtue of a license granted to me on  
 the second day of December last by the Probate Court for the  
 County of Essex in said Commonwealth, sold the real estate

N. S. Simonds  
 Executor

to

R. Smalley

of the said deceased, hereinafter described at private sale to Roland Smalley of said Salem for the sum of Twenty five hundred and eighty dollars, Now therefore in consideration of the said sum of Twenty five hundred and eighty dollars to me paid by the said Roland Smalley the receipt whereof is hereby acknowledged, I do as Executor as aforesaid and by virtue of the aforesaid license, hereby grant, bargain, sell and convey unto the said Roland Smalley a parcel of land with the buildings thereon, situate on Daniels street in said Salem and bounded and described as follows: Easterly by said street fifty three feet, then southerly by land of Brown forty nine and one half feet, then easterly by land of said Brown Nineteen feet and four inches, then southerly by land of Brown and land of Ames sixty feet: then westerly by land of Noble, seventy nine and a half feet, then northerly by land of Harding thirty seven and one half feet more or less, then westerly three feet more or less by land of said Harding and then northerly seventy feet, more or less, by land of Manning to Daniels street. For title see deed of Benjamin Woodward to John Archer, dated February 22<sup>d</sup>, 1868 and recorded with Essex Deeds So. Dist. B. 741 p. 33, and deed of Hiram Stevens and wife to John Archer dated April 25<sup>th</sup> 1831, and recorded with said Deeds B. 260 p. 164. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging to the said Roland Smalley and his heirs and assigns, to their own use and behoof forever. In witness whereof I hereunto set my hand and seal the fourth day of December in the year one thousand eight hundred and ninety five. Signed and sealed in the presence of the words "administrator" being erased in two places and the words "last will" and "Executor" interlined before signing. - Nathaniel G. Simonds Seal Commonwealth of Massachusetts. Essex ss. December 5 1895. Then personally appeared the above named Nathaniel G. Simonds and acknowledged the foregoing instrument to be his free act and deed.

Before me O. L. Huntington, Justice of the Peace.  
Essex Co. Dec 6, 1895. 2 m. past 10 A.M. Rec'd by Charles Woods R/S.

R. Smalley  
to  
H. H. Wiggin

It is now all men by these presents that I, Roland Smalley of Salem, Essex County, Commonwealth of Massachusetts, in consideration of Seven Hundred Dollars paid by Han-

the said obligee or his executors, administrators, or assigns,  
 I hereby bind myself my heirs, executors, and administrators.  
 The condition of this obligation is such that  
 whereas the said obligor has agreed to sell and convey  
 unto the said obligee a certain parcel of real estate situated  
 in Middleton Mass. and bounded as follows, namely, a  
 certain parcel of land with the buildings thereon bound-  
 ed northerly by land now or formerly of J. W. Fletcher;  
 Westerly by land now or formerly of Allen B. Freeman,  
 and Southerly by other land now or formerly of said  
 Freeman; and Easterly by the highway known as East  
 Street. The same to be conveyed by a good and sufficient  
 deed of the said obligor, conveying a good and clear title  
 to the same, free from all incumbrances except taxes which  
 may be hereinafter assessed. And whereas for such deed  
 and conveyance it is agreed that the said obligee shall  
 pay the sum of Five hundred 15 <sup>00</sup>/<sub>100</sub> dollars, of which fifty  
 dollars have been paid this day, and the remainder  
 is to be paid by the note of the said obligee, dated this day  
 bearing interest at six percent per annum, payable quar-  
 ter annually, such note to be payable at the rate of twenty  
 five dollars every three months after date until fully  
 paid. Now therefore if the said obligor shall, upon tender  
 by the said obligee of the aforesaid cash, note, and mort-  
 gage at any time within four and one half years from  
 this date, deliver unto the said obligee a good and suf-  
 ficient deed as aforesaid, then this obligation shall be void,  
 otherwise it shall be and remain in full force and virtue.

In witness whereof I have unto set my  
 hand and seal this second day of October December  
 A. D. 1901.

Ella F. Gay

seal

Signed and sealed in presence of Chas. S. Woodbridge

Board of Deeds from 1903-50 in Volume 109 in Dec 1901 by  
 Richard J. Hall Reg-

October struck  
 out in 30<sup>th</sup> line.  
 Richard J. Hall  
 Reg-

Know all men by these presents  
 that R. Edland Smalley of Salem in the County of Essex  
 and Commonwealth of Massachusetts in consideration  
 of One dollar and other valuable considerations paid  
 by Robert J. Mc Cartney of said Salem the receipt where-  
 of is hereby acknowledged, do hereby give, grant, bargain,  
 sell and convey unto the said Robert J. Mc Cartney a par-  
 cel of land with the buildings thereon, situate on Danvers

R. Smalley  
 to  
 R. J. Mc Cartney



Street in said Salem and bounded and described as follows: Easterly by said street fifty three feet; then Southerly by land of Brown forty nine and one half feet; then Easterly by land of said Brown nineteen feet and four inches; then Southerly by land of Brown and land of Ames sixty feet; then Westerly by land of Noble seventy nine and a half feet; then Northerly by land of Harding thirty seven and one half feet, more or less; then Westerly three feet, more or less by land of said Harding; and then Northerly seventy feet, more or less, by land of Manning to Daniels Street. Meaning hereby to convey unto said grantee the same estate conveyed to me by deed of Nathaniel S. Simonds, Executor, dated Dec. 4, 1895, and recorded in Essex South District Registry of Deeds, Libro 1465, Folio 51. Said grantor is to pay the taxes assessed on said real estate for the year 1903. **I do have and to hold** the granted premises, with all the privileges and appurtenances thereto belonging to the said Robert J. McCartney and his 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 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 Roland Smalley having no wife hereunto set my hand and seal this second day of June in the year one thousand nine hundred and three.

Signed, sealed and delivered in presence of } Roland Smalley seal  
 Edward C. Battis } Commonwealth of Massachusetts  
 Essex ss. June 2nd. 1903. Then personally appeared the above named Roland Smalley and acknowledged the foregoing instrument to be his free act and deed. before me.

Edward C. Battis Justice of the Peace  
 Essex ss. Received June 3. 1903. 20 minutes past 11.9. M.  
 Received and examined by *William J. Hall. Reg.*

R. B. Buckham } D. 1909. Then personally appeared  
 the above named Laura Bolman and acknowledged  
 the foregoing instrument to be her free act and deed,  
 before me, Wm D. Chapple. Justice of the Peace  
 Essex ss. Rec'd Jan 2, 1909. 5 o'clock 10 P.M. Recorded and Examined

Know all men by these presents that I, Robert J. Mc Bartney of Salem in the County of Essex and Commonwealth of Massachusetts, in consideration of one dollar and other valuable considerations paid by Joseph Kowalski of Marblehead in said County, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Joseph Kowalski, a parcel of land with the buildings thereon, situated on Daniels Street in said Salem and bounded and described as follows; easterly by said street fifty three (53) feet; then southerly by land of Brown forty nine and one half (49 1/2) feet; then easterly by land of said Brown, nineteen (19) feet and four (4) inches; then southerly by land of Brown and land of Ames sixty feet; then westerly by land of Noble seventy nine and a half (79 1/2) feet; then northerly by land of Harding thirty seven and one half (37 1/2) feet, more or less; then westerly three (3) feet more or less by land of said Harding; and then northerly, seventy (70) feet more or less; by land of Manning to Daniels street. Being the same premises conveyed to me by deed of Roland Smalley dated June 2nd 1903, and recorded with the Essex South District Registry of Deeds, Book 1708, page 255. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Joseph Kowalski 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 granted 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 a mortgage held by the Salem Co-operative Bank for two thousand dollars dated April 21st 1907 and recorded in book 1873 page 593 and a second mortgage of six hundred dollars held by Rudolph F. Haffner after dated Jan. 25th, 1908 recorded in book 1907 page 281, Essex Reg. of Deeds, that I have good

R. J. Mc Bartney.  
 to  
 J. Kowalski.

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 except as aforesaid. And for the consideration aforesaid, Nellie A. Mc Bartney, wife of the said Robert J. Mc Bartney do hereby release unto the said grantee and his heirs and assigns all right of or to both dower and homestead in the granted premises, all rights by statute and all other rights and interests therein. In witness whereof we the said Robert J. Mc Bartney and Nellie A. Mc Bartney hereunto set our hands and seals this thirtieth day of December in the year one thousand nine hundred and eight.

Signed and sealed } Robert J. Mc Bartney seal  
in presence of } Nellie A. Mc Bartney seal

Morgan J. Mc Sweeney to R. J. M. } Commonwealth of Massachusetts  
Essex ss. Salem. Dec 30th, 1908. Then personally appeared the above named Robert J. Mc Bartney and acknowledged the foregoing instrument to be his free act and deed,

before me,  
Morgan J. Mc Sweeney. Justice of the Peace.  
Essex ss. Rec'd Jan 2, 1909. 35 m past 10 P. M. Recorded and Examined

A. L. Fitzgerald  
to  
B. J. Gilmore

Know all men by these presents that I, Agnes A. L. Fitzgerald of Lynn, County of Essex, Commonwealth of Massachusetts, having no husband, in consideration of one dollar and other valuable considerations paid by Charles J. Gilmore of Lynn, County of Essex, Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Charles J. Gilmore a certain parcel of land with the buildings thereon situated in said Lynn bounded and described as follows: Southerly by Harthorn Street forty eight and  $\frac{7}{100}$  (48.75) feet, northeasterly by Carlton St. sixty one and  $\frac{5}{100}$  (61.50) feet, northwesterly by land now or formerly of Berish forty eight and  $\frac{7}{100}$  (48.75) feet; southwest-erly by land now or formerly of Campbell sixty one and  $\frac{5}{100}$  (61.50) feet; Being the same premises conveyed to me by John L. Peckham by deed dated November second 1908 and recorded with Essex So. district deeds, Book

all persons claiming by, through, or under me but against none other. And for the consideration aforesaid I, Julianna Kowalski wife of the said Joseph Kowalski do hereby release unto the said grantee and her heirs and assigns all right of or to both dower and homestead in the granted premises, and all other rights and interests therein. In witness whereof we the said Joseph Kowalski and Julianna Kowalski hereunto set our hands and seals this second day of January in the year one thousand nine hundred and nine.

Signed and sealed in presence of \_\_\_\_\_ } Joseph Kowalski seal  
 Julianna <sup>her</sup> Kowalski seal  
 Commonwealth of Massachusetts, Essex, Salem;  
 January 29th, 1909. Then personally appeared the above named Joseph Kowalski and acknowledged the foregoing instrument to be his free act and deed.

before me, Morgan G. McSweeney, Justice of the Peace,  
 Essex, Recd Mar. 23, 1909, 50 m. past 12 P.M. Recorded and Examined.

Know all men by these presents that I, Lucile O. Clark to  
 O. Clark, of Salem, in the County of Essex and Commonwealth of Massachusetts in consideration of One Dollar of Joseph Kowalski  
 and other valuable considerations, paid by Joseph Kowalski and Julianna Kowalski his wife, both of Marblehead in said County, the receipt whereof is hereby acknowledged do hereby remise, release, and forever quitclaim unto the said Joseph Kowalski and Julianna Kowalski a parcel of land with the buildings thereon, situate on Daniels Street in said Salem, and bounded and described as follows: easterly by said street, fifty three (53) feet; then southerly by land of Brown, forty nine and one half (49 1/2) feet; then easterly by land of said Brown, nineteen (19) feet and four (4) inches; then southerly by land of Brown and land of Ames, sixty (60) feet; then westerly by land of Noble, seventy nine and one half (79 1/2) feet; then northerly by land of Boarding, thirty seven and one half (37 1/2) feet, more or less; then westerly three (3) feet more or less by land of said Boarding; and then northerly, seventy (70) feet more or less, by land of Manning to Daniels Street. Being the same premises conveyed to me by deed of even date to be recorded herewith. To have and to hold the granted premises, with all the privileges and appurtenances there-

to belonging to the said Joseph Kowalski and Julianne Kowalski and their 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 their 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 their heirs and assigns forever against the lawful claims and demands of all persons claiming by, through, or under me but against none other. In witness whereof I the said Lucile O. Clark being unmarried hereunto set my hand and seal this second day of January in the year one thousand nine hundred and nine.

Signed and sealed } Lucile O. Clark seal  
 in presence of — } Commonwealth of Massachusetts  
 Essex. Salem, January 29th. 1909. Then personally appeared the above named Lucile O. Clark and acknowledged the foregoing instrument to be her free act and deed before me, Morgan J. Mc Sweeney, Justice of the Peace Essex. Recd Mar. 23. 1909. 50m. past 12 P.M. Recorded and Examined

J. H. Mulvaney  
 to  
 B. H. Pearson  
 (w. C. A. P.)

Know all men by these presents that I, John H. Mulvaney, of Haverhill in the County of Essex and Commonwealth of Massachusetts in consideration of the Dollar and other valuable consideration paid by Bertha H. Pearson, wife of Charles A. Pearson, of said Haverhill, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Bertha H. Pearson a certain lot of land situated on Vernon Street in the Bradford District of said Haverhill, and bounded and described as follows: viz. Beginning at a stake on Vernon Street at the Southwesterly corner of land owned by Thomas J. Mc Sweeney and running Easterly along said Mc Sweeney's land one hundred and fifty (150) feet to a stake at the land owned by Samuel W. Hopkinson, thence southerly by said Hopkinson's land sixty (60) feet to a stake by land now or formerly of Gage, thence West only by said land of Gage one hundred and fifty (150) feet to a stake by said Vernon Street, and thence northerly by said street sixty (60) feet to the point begun at. Being the same premises to me conveyed by deed of Jeremiah

now or formerly of said Almy Trust, fifty-three and two hundredths (53.02) feet, and thence northwesterly by the parcel next described, one hundred and ten (110) feet to the corner begun at, containing about 5661 square feet. Also the land in said Salem bounded northwesterly by said Highland Avenue, fifty (50) feet; northeasterly by parcel above described one hundred and ten (110) feet; southeasterly by other land now or formerly of said Almy Trust, fifty (50) feet and southwesterly by a proposed street forty (40) feet in width, fifty (50) feet; containing about 5500 square feet. Both of said parcels are conveyed subject to the restrictions and assessments contained in the deed of said premises to me by Emma S. Almy and Donald S. Emmerton of said Salem, Trustees, under a declaration of trust, dated November 6, 1920 and recorded with Essex South District Deeds, Book 2488, page 219, which deed is dated June 14, 1926 and recorded with Essex South District Registry of Deeds, Book 2788, page 410. This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale and I, Annie R. Meaney 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 fifteenth day of March 1929.

Michael J. Meaney (seal)  
 Samuel Rosen ) Mrs. Anna R. Meaney (seal)

THE COMMONWEALTH OF MASSACHUSETTS Suffolk, ss. Boston, March 15, 1929.

Then personally appeared the above-named Michael J. Meaney and acknowledged the foregoing instrument to be his free act and deed,

before me, Samuel Rosen Justice of the Peace

My Commission expires Feb. 17 1933.

Essex ss. Received Mar. 20, 1929, 34 m. past 2 P. M. Recorded and Examined

I, Joseph Kowalski of Salem, Essex County, Massachusetts for consideration Kowalski  
 paid, grant to my wife, Julianna Kowalski of said Salem with warranty cove- to  
 nants one undivided half part of the land in said SALEM together the with Kowalski  
 buildings thereon situated on Daniels Street, bounded and described as  
 follows: Easterly by said Daniels Street sixty-three (63) feet; thence  
 Southerly by land now or formerly of Brown forty-nine and one-half (49 1/2)  
 feet ; thence Easterly by land now or formerly of Brown, nineteen (19) feet,  
 four (4) inches; thence Southerly by land now or late of Brown and land  
 now or late of Ames sixty (60) feet; thence Westerly by land now or late  
 of Noble seventy-nine and one-half (79 1/2) feet; thence Northerly by land  
 now or late of Harding thirty -seven and one-half (37 1/2) feet, more or  
 less; thence Westerly three (3) feet more or less, by land now or late of  
 Harding; thence Northerly seventy (70) feet by land now or late of Manning

to Daniels Street. Said premises are conveyed subject to mortgages of record. Being the same premises conveyed to me and the said Julianna Kowalski by deed of L. O. Clark dated January 2, 1909 and recorded with Essex South District Registry of Deeds, Book 1958, Page 505. WITNESS my hand and seal this first day of September 1928

COMMONWEALTH OF MASSACHUSETTS ) Joseph Kowalski (seal)

Essex ss. Salem, Mass. September 1 1928 Then personally appeared the above-named Joseph Kowalski, and acknowledged the foregoing instrument to be his free act and deed, before me

Alphonse S. Bachorowski Justice of the Peace

My commission expires Oct. 13, 1933

Essex ss. Received Mar. 20, 1929, 17 m. past 3 P. M. Recorded and Examined

Possession  
Mickaelian  
to  
Salem F.C.S.Bk.

We hereby certify that on the 25th day of March in the year one thousand nine hundred and twenty nine we were present and saw the Salem Five Cents Savings Bank by Orlando S. Leighton, its Treasurer the mortgagee named in a certain mortgage given by Lazara Mickaelian to the said Salem Five Cents Savings Bank dated May 27, A. D. 1920, and recorded in Essex South District Registry of Deeds, Book 2458 Page 39 make an open, peaceable and unopposed entry on the premises described in said mortgage, for the purpose, by him declared, of foreclosing said mortgage for breach of conditions thereof.

COMMONWEALTH OF MASSACHUSETTS ) Elmer W. Liebsch

Essex ss. March 28, 1929. Then) Daniel F. O'Rourke

personally appeared the above-named Elmer W. Liebsch and Daniel F. O'Rourke and made oath that the above certificate by them subscribed is true,

before me Walter L. Neeley Notary Public (Notarial seal)

Essex ss. Received Mar. 26, 1929, 35 m. past 10 A. M. Recorded and Examined

Discharge  
Hill  
et al

We, Ervin F. Hill the mortgagee named in the mortgage hereinafter described, and Helen E. Hill the assignee of said mortgage from George Raisbeck & al to said Ervin F. Hill dated May 21st. 1927 recorded with Essex So. Dist. Deeds Book 2723, Page 284 acknowledge satisfaction of the same WITNESS my hand-and seal- this thirteenth day of March 1929

THE COMMONWEALTH OF MASSACHUSETTS ) Ervin F. Hill (seal)

Essex ss. March 13th 1929 Then ) Helen E. Hill (seal)

personally appeared the above-named Ervin F. Hill and Helen E. Hill and acknowledged the foregoing instrument to be their free act and deed

before me Charles Leighton Justice of the Peace

Essex ss. Received Mar. 26, 1929, 52 m. past 11 A. M. Recorded and Examined

We, William Kowalski of Salem and Albert Kowalski of Danvers, both in  
the County of Essex  
~~EXECUTOR OF THE ESTATE OF JULIANNA KOWALSKI~~ ADMINISTRATOR of the ESTATE of ~~JULIANNA KOWALSKI~~  
~~EXECUTOR OF THE ESTATE OF JULIANNA KOWALSKI~~ ~~ADMINISTRATOR~~ ~~OF THE ESTATE OF JULIANNA KOWALSKI~~  
Juliana Kowalski

by power conferred by a license of the Probate Court for the County of Essex  
dated July 19, 1955

and every other power,  
for ~~Fourteen Thousand Five Hundred~~ Dollars  
paid, grant to Wilfred Palletier and Lionel R. Palletier, jointly with the ri  
of survivorship and not as tenants in common, both of said Salem,  
the land in said Salem, with the buildings thereon, situate on Daniels  
Street, bounded and described as follows:

Easterly by Daniels Street fifty-three (53) feet;  
Southerly by land now or formerly of Brown forty-nine and  
one-half (49 1/2) feet;  
Easterly by land formerly of Brown nineteen (19) feet,  
four (4) inches;  
Southerly by land now or formerly of Brown and land now or  
formerly of Ames sixty (60) feet;  
Westerly by land now or formerly of Noble seventy-nine and  
one-half (79 1/2) feet;  
Northerly by land now or formerly of Harding thirty-seven  
and one-half feet more or less;  
Westerly three (3) feet more or less by land now or formerly  
of Harding;  
Northerly seventy (70) feet by land now or formerly of  
Manning to Daniels Street.

See deeds to Joseph Kowalski and Juliana Kowalski recorded  
with Essex South District Registry of Deeds, Book 1958, Page 505,  
and Book 2797, Page 599. See also Estate of Juliana Kowalski Essex  
Probate No. 248253.

Mass. Excise Stamps \$ 16.40 affixed  
and cancelled on back of this instrument  
U. S. Docum. Stamps \$ 15.95 affi;  
and cancelled on back of this instrumt

Witness OUR hand and seals this twentieth day of July 19 55

*William Kowalski*  
*Albert Kowalski*  
Administrators with the will annex  
of the Estate of Juliana Kowalski

The Commonwealth of Massachusetts

Essex ss. July 20, 1955

Then personally appeared the above named William Kowalski and Albert Kowalski,  
and acknowledged the foregoing instrument to be their free act and deed, before me as such  
administrators, before me

*Alphonse S. Bacherowski*  
Notary Public - Justices of the Peace

My commission expires Oct 7 19 61

Essex ss. Recorded July 20, 1955.39 m. past 12 P.M.#119



We, Lionel R. Pelletier and Wilfred Pelletier, jointly with the right of survivorship and not as tenants in common, both of Salem, Essex County, Massachusetts, being ~~un~~married, for consideration paid, grant to Theresa C. Pelletier, wife of Wilfred J. Pelletier, in her own right,

of Salem, in said County of Essex with quitclaim covenants the land with the buildings thereon, situated on Daniels Street in (Description and encumbrances, if any) said Salem, bounded and described as follows:

- Easterly by said Street, fifty-three (53) feet;
- Southerly by land now or formerly of Brown, forty-nine and one-half (49½) feet;
- Easterly by land now or formerly of said Brown, nineteen (19) feet, four (4) inches;
- Southerly by land now or formerly of Brown and land now or formerly of Ames, sixty (60) feet;
- Westerly by land now or formerly of Noble, seventy-nine and one-half (79½) feet;
- Northerly by land now or formerly of Harding, thirty-seven and one-half (37½) feet, more or less;
- Westerly, three (3) feet, more or less by land now or formerly of Harding; and
- Northerly, seventy (70) feet, more or less by land now or formerly of Manning to Daniels Street.

Being the same premises conveyed to us by deed of William Kowalski and Albert Kowalski, administrators with the will annexed of the estate of Julianna Kowalski, dated July 20, 1955 and recorded with Essex South District Registry of Deeds, Book 4187, Page 289.

The consideration for this deed is less than One Hundred Dollars.

I, Mary G. Pelletier, wife of Lionel R. Pelletier and I, Theresa C. Pelletier, wife of Wilfred Pelletier <sup>husband</sup> <sub>wife</sub> of said grantor,

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

Witness our hands and seals this 21st day of August 1958.  
*Jordan F. ...*  
 Witness to all four  
*Wilfred Pelletier*  
*Theresa C. Pelletier*

The Commonwealth of Massachusetts

Essex, ss. August 21, 1958

Then personally appeared the above named Lionel R. Pelletier and Wilfred Pelletier and acknowledged the foregoing instrument to be their free act and deed, before me

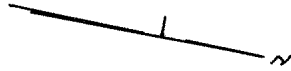
*Jordan F. ...*  
 Notary Public — Justice of the Peace  
 My commission expires December 1, 1962

Essex ss. Recorded Aug. 21, 1958. 20 m. past 12 P.M. #120

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

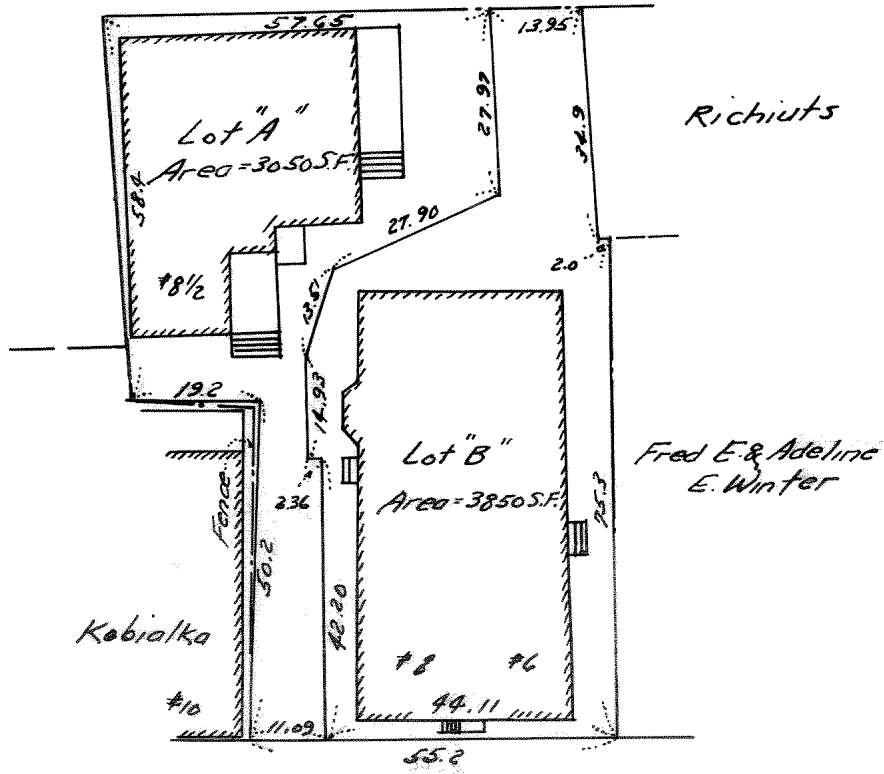
344  
1962

Land of  
Wilfred J. & Lionel R. Pelletier  
Daniels St. Salem, Mass.  
Scale 1 in. = 20 ft. May 1962  
Edwin T. Brudzynski  
Registered Surveyor



Matilda Nowak

Mary A.  
Nowak



Daniels St.

ESSEX REGISTRY OF DEEDS, 30, DIST. SALEM, MASS.  
Received June 12, 1962 with Deed:  
Theresa C. Pelletier (ux Wilfred J.)  
to William H. K. Donaldson  
Rec. B 4930 P 152 Filed as No. 344 1962  
Attest: *Leo H. Jones*  
Registrar of Deeds

4930

152  
See  
B9222  
753  
Dis. M. H.

& Plan I, Theresa C. Pelletier

of Salem, Essex County, Massachusetts,  
*being unmarried*, for consideration paid, grant to William H. K. Donaldson

of said Salem, with quitclaim covenants

the land in said Salem, with the buildings thereon, being Lot B on plan  
(Description and encumbrances, if any)

entitled "Land of Wilfred J. & Lionel R. Pelletier. Daniels St., Salem,  
Mass. Scale 1 in. = 20 ft. May 1962. Edwin T. Brudzynski, Registered  
Surveyor" to be recorded herewith, and bounded and described as follows:

Beginning at the Northeast corner thereof on the Westerly line of  
Daniels Street as shown on said plan, thence running Southeasterly  
by Daniels Street forty-four and 11/100 (44.11) feet; thence running  
Southwesterly by Lot A on said plan forty-two and 20/100 (42.20) feet;  
thence running Southeasterly by said Lot A two and 36/100 (2.36) feet;  
thence running Southwesterly by said Lot A fourteen and 93/100 (14.93)  
feet; thence running Northwesterly by said Lot A thirteen and 51/100  
(13.51) feet; thence running less Northwesterly by said Lot A twenty-seven  
and 90/100 (27.90) feet; thence running Southwesterly by said Lot A  
twenty-seven and 97/100 (27.97) feet; thence running Northwesterly by  
land of Mary A. Nowak thirteen and 95/100 (13.95) feet; thence running  
Northeasterly by land of Richiuts thirty-four and 9/10 (34.9) feet; thence  
running Northwesterly by land of Richiuts two (2) feet; thence running  
Northeasterly by land of Fred E. and Adeline E. Winter seventy-five and  
3/10 (75.3) feet to the point of beginning.

Containing 3850 square feet, according to said plan.

Being the same premises conveyed to me by deed from Wilfred J. and  
Lionel R. Pelletier, dated August 21, 1958, recorded with Essex South  
District Deeds, Book 4487, Page 369.

Taxes assessed as of January 1, 1962, have been apportioned as of  
this date, and are to be paid by the grantee.

I, Wilfred J. Pelletier, husband  
wife of said grantor,

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

Witness our hands and seals this 12th day of June 1962.

Mass. Excise Stamps \$ 11.45 affixed  
and cancelled on back of this instrument

Theresa C. Pelletier  
Wilfred J. Pelletier

The Commonwealth of Massachusetts

Essex ss. June 12, 1962.

Then personally appeared the above named Theresa C. Pelletier  
and acknowledged the foregoing instrument to be her free act and deed, before me

U. S. Docum. Stamps \$ 11.00 affixed  
and cancelled on back of this instrument

Daniel LaFitz  
Notary Public - Justice of the Peace  
My commission expires March 30, 1968.

Essex ss. Recorded June 12, 1962. 20 m. past 2 P.M. #113

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

I, WILLIAM H. K. DONALDSON.

of Salem, Essex County, Massachusetts,  
being ~~un~~ married, for consideration paid, grant to JOHN A. DRISCOLL

of Peabody, said County of Essex with quitclaim covenants

The land in said Salem, together with the buildings thereon, being Lot B on plan entitled "Land of Wilfred J. & Lionel R. Pelletier, Daniels Street, Salem, Mass. Scale 1 in. = 20 ft. May, 1962, Edwin T. Brudzynski, Registered Surveyor" to be recorded herewith, and bounded and described as follows:

Beginning at the Northeast corner thereof on the Westerly line of Daniels Street as shown on said plan, thence running Southeasterly by Daniels Street, forty-four and eleven hundredths (44.11) feet; thence running Southwesterly by Lot A on said plan, forty-two and twenty hundredths (42.20) feet; thence running Southeasterly by said Lot A, two and thirty-six hundredths (2.36) feet; thence running Southwesterly by said Lot A, fourteen and ninety-three hundredths (14.93) feet; thence running Northwesterly by said Lot A, thirteen and fifty-one hundredths (13.51) feet; thence running less Northwesterly by said Lot A, twenty-seven and ninety hundredths (27.90) feet; thence running Southwesterly by said Lot A, twenty-seven and ninety-seven hundredths (27.97) feet; thence running Northwesterly by land of Mary A. Nowak, thirteen and ninety-five hundredths (13.95) feet; thence running North easterly by land of Richiuts, thirty-four and nine tenths (34.9) feet; thence running Northwesterly by land of Richiuts, two (2) feet; thence running Northeasterly by land of Fred E. and Adeline E. Winter, seventy-five and three tenths (75.3) feet to the point of beginning.

Containing 3850 square feet, according to said plan.

Being the same premises conveyed to William H. K. Donaldson by deed of Theresa C. Pelletier dated June 12, 1962 and recorded with Essex South District Registry of Deeds, Book 4930, Page 152.

Taxes for 1966 are, by acceptance of this Deed, assumed by the Grantee and are to be paid by him.

The consideration of this Deed being nominal no revenue stamps are attached hereto.

~~Witness my hand and seal this 28th day of March 1966~~

Witness my hand and seal this 28th day of March 1966

*William H. K. Donaldson*

The Commonwealth of Massachusetts

Essex, ss. March 28, 1966

Then personally appeared the above-named WILLIAM H. K. DONALDSON

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

*William H. K. Donaldson*

Notary Public

My commission expires Jan 28 1971

Essex ss. Recorded Apr. 25, 1966. 55 m. past 12 P. M. #174

I, JOHN A. DRISCOLL,

of Peabody, Essex County, Massachusetts, for consideration paid, grant to PETER A. LAGOS and MARY P. LAGOS, husband and wife, as tenants by the entirety, both being

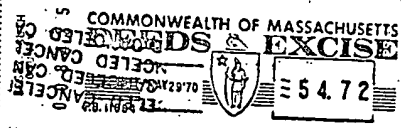
of Salem, Essex County, Massachusetts with quitclaim covenants the land in said Salem, together with the buildings thereon, being Lot B on plan entitled "Land of Wilfred J. & Lionel R. Pelletier, Daniels Street, Salem, Mass. Scale 1 in. = 20 ft. May, 1962, Edwin T. Brudzynski, Registered Surveyor" recorded with Essex South District Registry of Deeds as Plan #544 of 1962 in Book 4950 at Page 152, bounded and described as follows:

Beginning at the Northeast corner thereof on the Westerly line of Daniels Street as shown on said plan, thence running Southeasterly by Daniels Street, forty-four and eleven hundredths (44.11) feet; thence running Southwesterly by Lot A on said plan, forty-two and twenty hundredths (42.20) feet; thence running Southeasterly by said Lot A, two and thirty-six hundredths (2.56) feet; thence running Southwesterly by said Lot A, fourteen and ninety-three hundredths (14.93) feet; thence running Northwesterly by said Lot A, thirteen and fifty-one hundredths (13.51) feet; thence running less Northwesterly by said Lot A, twenty-seven and ninety hundredths (27.90) feet; thence running Southwesterly by said Lot A, twenty-seven and ninety-seven hundredths (27.97) feet; thence running Northwesterly by land of Mary A. Nowak, thirteen and ninety-five hundredths (13.95) feet; thence running Northeasterly by land of Richiuts, thirty-four and nine tenths (34.9) feet; thence running Northwesterly by land of Richiuts, two (2) feet; thence running Northeasterly by land of Fred E. and Adeline E. Winter, seventy-five and three tenths (75.3) feet to the point of beginning.

Containing 3,850 square feet, according to said plan.

Being the same premises conveyed to John A. Driscoll by deed of William H.K. Donaldson dated March 28, 1966 and recorded with Essex South District Registry of Deeds in Book 5355, Page 493. The consideration for this deed is \$24,000.00.

Mr. Peter A. Lagos, et ux  
6 Daniels Street, Salem, Mass.



Executed as a sealed instrument this 29th day of May, 1970.

*John A. Driscoll*

The Commonwealth of Massachusetts

ESSEX, ss. May 29th, 1970

Then personally appeared the above named JOHN A. DRISCOLL

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

Before me, *Samuel B. [Signature]*

Notary Public  
My commission expires March 27, 1975

Essex ss. Recorded May 29, 1970. 16 m. past 3 P.M. #165

BK 5936 PG 470

Q-U-I-T-C-L-A-I-M D-E-E-D

We, PETER A. LAGOS and MARY P. LAGOS, both of Salem, Essex County, Massachusetts, for the full consideration of \$50,000.00 paid grant to JOHN J. CONNELLY, III, Trustee of The Varuna Realty Trust, under a Declaration of Trust recorded herewith, of Danvers, Essex County, Massachusetts, with QUITCLAIM COVENANTS, two parcels of land in Salem, Essex County, Massachusetts, bounded and described as follows:-

PARCEL #1. The land in said Salem, together with the buildings thereon, situated at 8 1/2 Daniels Street and being shown as Lot "A" on a plan of "Land of Wilfred J. & Lionel R. Pelletier, Daniels Street, Salem, Mass., Scale 1 inch = 20 ft., May, 1962, Edwin T. Brudzynski, Registered Surveyor", which plan is recorded with Essex South District Registry of Deeds, Book 4930, Page 152, said Lot A is more particularly bounded and described as follows:

EASTERLY by Daniels Street, 11.09 feet;  
SOUTHERLY by land of Kobialka, 50.2 feet;  
EASTERLY by land of said Kobialka, 19.2 feet;  
SOUTHERLY by land of Matilda Nowak, 58.4 feet;  
WESTERLY by land of said Matilda Nowak, 57.65 feet;  
NORTHERLY by Lot B, 27.97 feet;  
NORTHEASTERLY by Lot B, 27.90 feet;  
NORTHERLY on two courses by Lot B, 13.51 feet and 14.93 feet;  
WESTERLY by Lot B, 2.36 feet;  
NORTHERLY by Lot B, 42.20 feet.

All of said measurements being in accordance with said plan and containing 3050 square feet of land.

Being the same premises conveyed to Peter A. Lagos, et ux by deed of John A. Driscoll dated April 7th, 1972 and recorded with Essex South District Registry of Deeds.

PARCEL #2. The land in said Salem, together with the buildings thereon, being Lot B on plan entitled "Land of Wilfred J. & Lionel R. Pelletier, Daniels Street, Salem, Mass., Scale 1 inch = 20 ft., May, 1962, Edwin T. Brudzynski, Registered Surveyor" recorded with Essex South District Registry of Deeds as Plan #344 of 1962 in Book 4930 at Page 152, bounded and described as follows:



Beginning at the Northeast corner thereof on the Westerly line of Daniels Street as shown on said plan, thence running Southeasterly by Daniels Street, forty-four and eleven hundredths (44.11) feet; thence running Southwesterly by Lot A on said plan, forty-two and twenty hundredths (42.20) feet; thence running Southeasterly by said Lot A, two and thirty-six hundredths (2.36) feet; thence running Southwesterly by said Lot A, fourteen and ninety-three hundredths (14.93) feet; thence running Northwesterly by said Lot A, thirteen and fifty-one hundredths (13.51) feet; thence running Northwesterly by said Lot A, twenty-seven and ninety hundredths (27.90) feet; thence running Southwesterly by said Lot A, twenty-seven and ninety-seven hundredths (27.97) feet; thence running Northwesterly by land of Mary A. Nowak, thirteen and ninety-five hundredths (13.95) feet; thence running North-easterly by land of Richiuts, thirty-four and nine tenths (34.9) feet; thence running Northwesterly by land of Richiuts, two (2) feet; thence running Northeasterly by land of Fred E. and Adeline E. Winter, seventy-five and three tenths (75.3) feet to the point of beginning.

Containing 3,850 square feet, according to said plan.

Being the same premises conveyed to Peter A. Lagos, et ux by deed of John A. Driscoll dated May 29<sup>th</sup>, 1970 and recorded with Essex South District Registry of Deeds.

EXECUTED as a sealed instrument this 26<sup>th</sup> day of December, 1972.

Peter A. Lagos  
Peter A. Lagos

Mary P. Lagos  
Mary P. Lagos

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

December 26<sup>th</sup>, 1972.

Then personally appeared the above-named PETER A. LAGOS and MARY P. LAGOS and acknowledged the foregoing instrument to be their free act and deed, before me,

William H. Driscoll  
NOTARY PUBLIC

My commission expires: 5/17/78

ESSEX SS: RECORDED Dec 26 1972 48 M. PAST 3 P.M. INST. #133

I, JOHN J. CONNELLY, III, Trustee of the Varuna Realty Trust under Declaration of Trust recorded in Essex South District Registry of Deeds Book 5936, Page 458 of Danvers, Essex County, Massachusetts,

has conveyed, for consideration paid, and in full consideration of *31,477.17 plus mortgages assumed*  
grants to *Edward* L. Phelan and Marguerite H. Phelan, husband and wife as tenants by the entirety, both now of 45 Gregory Street, Marblehead, MA with quitclaim covenants

includes

(Description and encumbrances, if any)

PARCEL #1. The land in said Salem, together with the buildings thereon, situated at 8 1/2 Daniels Street and being shown as Lot "A" on a plan of "Land of Wilfred J. & Lionel R. Pelletier, Daniels Street, Salem, Mass., Scale 1 inch = 20 ft., May, 1962, Edwin T. Brudzynski, Registered Surveyor", which plan is recorded with Essex South District Registry of Deeds, Book 4930, Page, 152, said Lot A is more particularly bounded and described as follows:

EASTERLY by Daniels Street, 11.09 feet;  
SOUTHERLY by land of Kobialka, 50.2 feet;  
EASTERLY by land of said Kobialka, 19.2 feet;  
SOUTHERLY by land of Matilda Nowak, 58.4 feet;  
WESTERLY by land of said Matilda Nowak, 57.65 feet;  
NORTHERLY by Lot B, 27.97 feet;  
NORTHEASTERLY by Lot B, 27.90 feet;  
NORTHERLY on two courses by Lot B, 13.51 feet and 14.93 feet;  
WESTERLY by Lot B, 2.36 feet;  
NORTHERLY by Lot B, 42.20 feet.

All of said measurements being in accordance with said plan and containing 3050 square feet of land.

PARCEL # 2. The land in said Salem, together with the buildings thereon, being Lot B on plan entitled "Land of Wilfred J. & Lionel R. Pelletier, Daniels Street, Salem, Mass., Scale 1 inch - 20 ft., May, 1962, Edwin T. Brudzynski, Registered Surveyor" recorded with Essex South District Registry of Deeds as Plan #344 of 1962 in Book 4930 at Page 152, bounded and described as follows:

Beginning at the Northeast corner thereof on the Westerly line of Daniels Street as shown on said plan, thence running Southeasterly by Daniels Street, forty-four and eleven hundredths (44.11) feet; thence running Southwesterly by Lot A on said plan, forty-two and twenty hundredths (42.20) feet; thence running Southeasterly by said Lot A, two and thirty-six hundredths (2.36) feet; thence running Southwesterly by said Lot A, fourteen and ninety-three hundredths (14.93) feet; thence running Northwesterly by said Lot A, thirteen and fifty-one hundredths (13.51) feet; thence running Northwesterly by said Lot A, twenty-seven and ninety hundredths (27.90) feet; thence running Southwesterly by said Lot A, twenty-seven and ninety-seven hundredths (27.97) feet; thence running Northwesterly by land of Mary A. Nowak, thirteen and ninety-five hundredths (13.95) feet; thence running Northeasterly by land of Richiuts, thirty-four and nine tenths (34.9) feet; thence running Northeasterly by land of Fred E. and Adeline E. Winter, seventy-five and three tenths (75.3) feet to the point of beginning.

Containing 3,850 square feet, according to said plan.

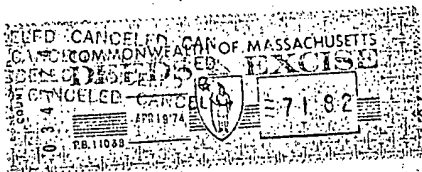
Being the same premises conveyed to John J. Connelly, III, Trustee of the Varuna Realty Trust, by deed of Peter A. Lagos and Mary P. Lagos dated Dec. 26th, 1972, and recorded with Essex South District Registry of Deeds, Book 5936, Page 470.

*The within conveyance is made subject to a mortgage to the Merchants' Warehouse National Bank of Salem, Book 5936 Page 472 and a mortgage to William H. & Donaldson et al recorded in Book 5936 Page 471.  
The Total Consideration for this conveyance is \$ 75,000.00*

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



BK 6059 PG 307



Witness my hand and seal this 19<sup>th</sup> day of April 1974

Robert A. Reden

John J. Connelly, III, Trustee

The Commonwealth of Massachusetts

Essex, ss.

April 19, 1974

Then personally appeared the above named

John J. Connelly, III, Trustee

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

Robert A. Reden

Notary Public - Justice of the Peace

My Commission Expires February 25<sup>th</sup> 1977

ESSEX SS. RECORDED April 19 1974 556 A.M. PAST 12 P.M. INST. # 122

See  
B.11979  
P. 318  
See  
B.12676  
P. 151

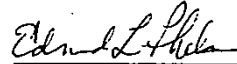
BOOK 7642 PAGE 284

We, Edmund L. Phelan and Marguerite H. Phelan  
of Salem, Essex County, Massachusetts,

the owners of the land in said Salem, together with the buildings thereon, situated at 6-8 and 8 1/2 Daniels Street and being shown as Lot "A" and Lot "B" on a plan of "Land of Wilfred J. & Lionel R. Pelletier, Daniels Street, Salem, Mass., Scale 1 inch = 20 ft., May, 1962, Edwin T. Brudzynski, Registered Surveyor", which plan is recorded with Essex South District Registry of Deeds, Book 4930, Page 152, hereby create for the common benefit of said Lot A and said Lot B a right of way extending to either side of the common boundary line leading from Daniels Street toward the rear of said Lot A and Lot B approximately 75 feet to the rear yard for said Lot B and a side yard for said Lot A. The purpose of this right of way is to allow vehicles to pass and repass along said right of way to the yard areas of each of the respective lots. In addition, we hereby create for the benefit of said Lot A and said Lot B over the land to the rear of Lot B and the land to the North of Lot A previously referred to as the rear yard and side yard respectively a common parking area for passenger vehicles and light pickup trucks only. The parking area shall have a maximum of six parking spaces which shall be allocated four spaces to Lot B and two spaces to Lot A. If it is impractical to park a total of six vehicles in said parking area then the parking rights of Lot A and Lot B shall abate according to the proportionate interest of each to the total of the anticipated six spaces.

For our title see deed of John J. Connelly, III recorded with Essex South District Registry of Deeds in Book 6059, Page 306.

Executed as a sealed instrument this 24th day of January, 1985.

  
Edmund L. Phelan

  
Marguerite H. Phelan

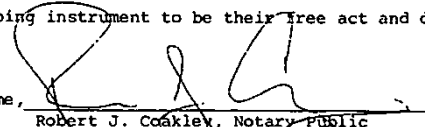
1985 JAN 24 P 2:44 # 238

THE COMMONWEALTH OF MASSACHUSETTS

Essex, ss

January 24, 1985

Then personally appeared the above named Edmund L. Phelan and Marguerite H. Phelan and acknowledged the foregoing instrument to be their free act and deed,

Before me,   
Robert J. Coakley, Notary Public

My Commission Expires: May 26, 1989

Edmund L. Phelan and Marguerite H. Phelan, Husband and Wife  
of Marblehead

Essex

County, Massachusetts,  
paid

, for the full consideration of \$160,000.00

grant to Christopher B. Quinn and Celeste B. Quinn, husband and wife  
as tenants by the entirety

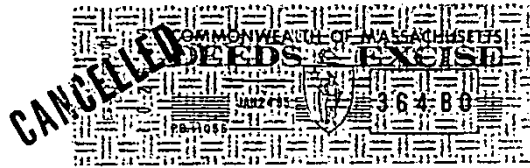
of 6-8 Daniels Street, Salem, MA 01970

with quitclaim covenants the land in said Salem, together with the buildings thereon,  
being Lot B on plan entitled "Land of Wilfred J. & Lionel R. Pelletier, Daniels  
Street, Salem, Mass., Scale 1 inch - 20 ft., May, 1962, Edwin T. Brudzynski,  
Registered Surveyor" recorded with Essex South District Registry of Deeds as  
Plan #344 of 1962 in Book 4930 at Page 152, bounded and described as follows:

Beginning at the Northeast corner thereof on the Westerly line of Daniels Street  
as shown on said plan, thence running Southeasterly by Daniels Street, forty-  
four and eleven hundredths (44.11) feet; thence running Southwesterly by Lot A  
on said plan, forty-two and twenty hundredths (42.20) feet; thence running South-  
easterly by said Lot A, two and thirty-six hundredths (2.36) feet; thence run-  
ning Southwesterly by said Lot A, fourteen and ninety-three hundredths (14.93)  
feet; thence running Northwesterly by said Lot A, thirteen and fifty-one hundredth  
(13.51) feet; thence running Northwesterly by said Lot A, twenty-seven and ninety  
hundredths (27.90) feet; thence running Southwesterly by said Lot A, twenty-seven  
and ninety-seven hundredths (27.97) feet; thence running Northwesterly by land of  
Mary A. Nowak, thirteen and ninety-five hundredths (13.95) feet; thence running  
Northeasterly by land of Richiuts, thirty-four and nine tenths (34.9) feet;  
thence running Northeasterly by land of Fred E. and Adeline E. Winter, seventy-  
five and three tenths (75.3) feet to the point of beginning.

Containing 3,850 square feet, according to said plan.

subject to all in the benefit of an easement granted record hereat  
Being the same premises conveyed to the Grantors by deed of John J. Connelly, III,  
Trustee of the Varuna Realty Trust under d/o/t recorded with Essex South District  
Registry of Deeds in Book 5936, Page 458 dated April 19, 1974, and recorded with  
Essex South District Registry of Deeds in Book 6059, Page 306.



Executed as a sealed instrument this 24<sup>th</sup> day of January 1985

Edmund L. Phelan  
Marguerite H. Phelan

The Commonwealth of Massachusetts

Essex

ss.

January 26 19 85

Then personally appeared the above named Edmund L. Phelan and Marguerite H. Phelan

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

Before me, Lawrence J. ... Notary Public  
My commission expires 8/30 1985

GRANTER(S) ADDRESS: 6-8 Daniels Street, Salem, MA 01970

REGS JUN 24 P 2:44 # 240

BK 11062 PAGE 102

I, CHRISTOPHER B. QUINN  
of Lynn,

Essex County, Massachusetts

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

grant to CLAIRES. QUINN, Trustee of The Four Leaf Clover Trust, \*  
u/d/t dated December 5, 1991, recorded herewith,  
of 29 Couriers St. Peabody, Massachusetts with quitclaim covenants

~~whereof~~

[Description and encumbrances, if any]

the land in Salem, together with the buildings thereon, being Lot B on plan entitled "Land of Wilfred J. & Lionel R. Pelletier, Daniels Street, Salem, Mass., Scale 1 inch = 20 ft., May, 1962, Edwin T. Brudzynski, Registered Surveyor" recorded with Essex South District Registry of Deeds as Plan #344 of 1962 in Book 4930 at Page 152, bounded and described as follows:

Beginning at the Northeast corner thereof on the Westerly line of Daniels Street as shown on said plan, thence running Southeasterly by Daniels Street, forty-four and eleven hundredths (44.11) feet; thence running Southwesterly by Lot A on said plan, forty-two and twenty hundredths (42.20) feet; thence running Southeasterly by said Lot A two and thirty-six hundredths (2.36) feet; thence running Southwesterly by said Lot A, fourteen and ninety-three hundredths (14.93) feet; thence running Northwesterly by said Lot A, thirteen and fifty-one hundredths (13.51) feet; thence running Northwesterly by said Lot A, twenty-seven and ninety hundredths (27.90) feet; thence running Southwesterly by said Lot A, twenty-seven and ninety-seven hundredths (27.97) feet; thence running Northwesterly by land of Mary A. Nowak, thirteen and ninety-five hundredths (13.95) feet; thence running Northeasterly by land of Richiuts, thirty-four and nine tenths (34.9) feet; thence running Northeasterly by land of Fred E. and Adeline E. Winter, seventy-five and three tenths (75.3) feet to the point of beginning. Containing 3,850 square feet according to said plan.

Subject to and with the benefit of all easements recorded in said Registry in Book 7642, Page 284. Subject to a mortgage to The Boston Five Cents Savings Bank FSB, dated January 24, 1985, recorded in said Registry in Book 7642, Page 287, and assigned to Fireman's Fund Mortgage Corporation in Book 10584, Page 410.

Being the same premises conveyed to the grantor by deed of Edmund L. Phelan, et ux, dated January 24, 1985, recorded in said Registry in Book 7642, Page 286.

RECORDED IN BOOK 11062 PAGE 102

000350

Witness my hand and seal this 26 day of November, 1991.

*Christopher B. Quinn*  
CHRISTOPHER B. QUINN

The Commonwealth of Massachusetts

Essex

ss.

November 26 1991

Then personally appeared the above named

Christopher B. Quinn

and acknowledged the foregoing instrument to be

his free act and deed, before me

*Walter E. Bay*  
Notary Public - ~~State of Massachusetts~~

My commission expires September 23, 1994

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.

*J*

CLAIRE S. QUINN, Trustee of The Four Leaf Clover Trust u/d/t dated November 5, 1991 and recorded in Essex South District Registry of Deeds in Book 11062, Page 98 of Lynn, Essex County, Massachusetts

being unmarried, for consideration paid, and in full consideration of NOMINAL CONSIDERATION

grant to CHRISTOPHER B. QUINN

of 12A. Endicott Street, Lynn, Massachusetts with quitclaim covenants

Hereinafter

BK 11603 PG 62  
11/18/92 01148 Inst 444

[Description and encumbrances, if any]

the land in Salem, Essex County, Massachusetts, together with the buildings thereon, being Lot B on plan entitled "Land of Wilfred J. & Lionel R. Pelletier, Daniels Street, Salem, Mass., Scale 1 inch = 20 ft., May, 1962, Edwin T. Brudzynski, Registered Surveyor" recorded with Essex South District Registry of Deeds as Plan #344 of 1962 in Book 4930 at Page 152, bounded and described as follows:

Property Address: 6-8 Daniels Street, Salem, MA

Beginning at the Northeast corner thereof on the Westerly line of Daniels Street as shown on said plan, thence running Southeasterly by Daniels Street, forty-four and eleven hundredths (44.11) feet; thence running Southwesterly by Lot A on said plan, forty-two and twenty hundredths (42.20) feet; thence running Southeasterly by said Lot A two and thirty-six hundredths (2.36) feet; thence running Southwesterly by said Lot A, fourteen and ninety-three hundredths (14.93) feet; thence running Northwesterly by said Lot A, thirteen and fifty-one hundredths (13.51) feet; thence running Northwesterly by said Lot A, twenty-seven and ninety hundredths (27.90) feet; thence running Southwesterly by said Lot A, twenty-seven and ninety-seven hundredths (27.97) feet; thence running Northwesterly by land of Mary A. Nowak, thirteen and ninety-five hundredths (13.95) feet; thence running Northeasterly by land of Richiuts, thirty-four and nine tenths (34.9) feet; thence running Northeasterly by land of Fred E. and Adeline E. Winter, seventy-five and three tenths (75.3) feet to the point of beginning. Containing 3,850 square feet according to said plan.

Subject to and with the benefit of all easements recorded in said Registry in Book 7642, Page 284. Subject to a mortgage to The Boston Five Cents Savings Bank FSB, dated January 24, 1985, recorded in said Registry in Book 7642, Page 287, and assigned to Fireman's Fund Mortgage Corporation in Book 10584, Page 410.

For Grantor's Title, see Deed of Christopher B. Quinn, dated November 20, 1991 and recorded in said Registry in Book 11062, Page 102.

\*\*NO TITLE SEARCH\*\*

Witness my hand and seal this 12 day of November, 1992.

*Claire S. Quinn*  
CLAIRE S. QUINN, Trustee

The Commonwealth of Massachusetts

Essex ss. 12 November 1992

Then personally appeared the above named Claire S. Quinn, Trustee as aforesaid

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

*Celeste B. Neander*  
Notary Public - ~~ESSEX COUNTY~~

My commission expires 3.23.95 19

CHAPTER 183 SBC. 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.

*J*

CLAIRE S. QUINN, Trustee of The Four Leaf Clover Trust u/d/t dated November 5, 1991 and recorded in Essex South District Registry of Deeds in Book 11062, Page 98 of Lynn, Essex County, Massachusetts

being unmarried, for consideration paid, and in full consideration of NOMINAL CONSIDERATION

grant to CHRISTOPHER B. QUINN

of 12A. Endicott Street, Lynn, Massachusetts with quitclaim covenants

Hereinafter

BK 11603 PG 62  
11/18/92 01148 Inst 444

[Description and encumbrances, if any]

the land in Salem, Essex County, Massachusetts, together with the buildings thereon, being Lot B on plan entitled "Land of Wilfred J. & Lionel R. Pelletier, Daniels Street, Salem, Mass., Scale 1 inch = 20 ft., May, 1962, Edwin T. Brudzynski, Registered Surveyor" recorded with Essex South District Registry of Deeds as Plan #344 of 1962 in Book 4930 at Page 152, bounded and described as follows:

Property Address: 6-8 Daniels Street, Salem, MA

Beginning at the Northeast corner thereof on the Westerly line of Daniels Street as shown on said plan, thence running Southeasterly by Daniels Street, forty-four and eleven hundredths (44.11) feet; thence running Southwesterly by Lot A on said plan, forty-two and twenty hundredths (42.20) feet; thence running Southeasterly by said Lot A two and thirty-six hundredths (2.36) feet; thence running Southwesterly by said Lot A, fourteen and ninety-three hundredths (14.93) feet; thence running Northwesterly by said Lot A, thirteen and fifty-one hundredths (13.51) feet; thence running Northwesterly by said Lot A, twenty-seven and ninety hundredths (27.90) feet; thence running Southwesterly by said Lot A, twenty-seven and ninety-seven hundredths (27.97) feet; thence running Northwesterly by land of Mary A. Nowak, thirteen and ninety-five hundredths (13.95) feet; thence running Northeasterly by land of Richiuts, thirty-four and nine tenths (34.9) feet; thence running Northeasterly by land of Fred E. and Adeline E. Winter, seventy-five and three tenths (75.3) feet to the point of beginning. Containing 3,850 square feet according to said plan.

Subject to and with the benefit of all easements recorded in said Registry in Book 7642, Page 284. Subject to a mortgage to The Boston Five Cents Savings Bank FSB, dated January 24, 1985, recorded in said Registry in Book 7642, Page 287, and assigned to Fireman's Fund Mortgage Corporation in Book 10584, Page 410.

For Grantor's Title, see Deed of Christopher B. Quinn, dated November 20, 1991 and recorded in said Registry in Book 11062, Page 102.

\*\*NO TITLE SEARCH\*\*



Witness my hand and seal this 12 day of November, 1992.

*Claire S. Quinn*  
CLAIRE S. QUINN, Trustee

The Commonwealth of Massachusetts

Essex ss. 12 November 1992

Then personally appeared the above named Claire S. Quinn, Trustee as aforesaid

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

*Celeste B. Neander*  
Notary Public - ~~ESSEX COUNTY~~

My commission expires 3.23.95 19

CHAPTER 183 SBC. 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

1996021600575 Bk:13412 Pg:78  
02/16/1996 15:56:00 DEED Pg 1/1

QUITCLAIM DEED

**CHRISTOPHER B. QUINN**, of Peabody, Essex County, Massachusetts, for consideration paid, and in full consideration of **One Hundred Fifty-Seven Thousand and No/100ths Dollars (\$157,000.00)**, grant to **S. ALEXANDER STEPHENS, III**, of 6 Daniels Street, Salem, Essex County, Massachusetts, **WITH QUITCLAIM COVENANTS**, the land in said Salem, together with the buildings thereon, being Lot B on a certain plan entitled "Land of Wilfred J. & Lionel R. Pelletier, Daniels Street, Salem, Mass., Scale 1 inch = 20 ft., May, 1962, Edwin T. Brudzynski, Registered Surveyor", which Plan is recorded with the Essex South District Registry of Deeds as Plan #344 of 1962, in Book 4930, Page 152. Said premises are further bounded and described as follows:

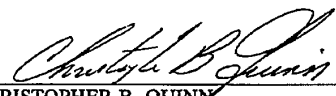
Beginning at the Northeast corner thereof on the Westerly line of Daniels Street, as shown on said plan, thence running Southeasterly by Daniels Street, forty-four and eleven hundredths (44.11) feet; thence running Southwesterly by Lot A on said plan, forty-two and twenty hundredths (42.20) feet; thence running Southeasterly by said Lot A, two and thirty-six hundredths (2.36) feet; thence running Southwesterly by said Lot A, fourteen and ninety-three hundredths (14.93) feet; thence running Northwesterly by said Lot A, thirteen and fifty-one hundredths (13.51) feet; thence running Northwesterly by said Lot A, twenty-seven and ninety hundredths (27.90) feet; thence running Southwesterly by said Lot A, twenty-seven and ninety-seven hundredths (27.97) feet; thence running Northwesterly by land of Mary A. Nowak, thirteen and ninety-five hundredths (13.95) feet; thence running Northeasterly by land of Richiuts, thirty-four and nine tenths (34.9) feet; thence running Northeasterly by land of Fred E. and Adeline E. Winter, seventy-five and three tenths (75.3) feet to the point of beginning.

Containing 3,850 square feet, according to said Plan.

Subject to and together with the benefit of all easements recorded with said Registry in Book 7642, Page 284.

For title, reference is made to Deed of Claire S. Quinn, Trustee, dated November 12, 1992 and recorded with said Registry in Book 11603, Page 62.

WITNESS my hand and seal this 16th day of February, 1996.


  
CHRISTOPHER B. QUINN

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

February 16, 1996

Then personally appeared the above named CHRISTOPHER B. QUINN, and acknowledged the foregoing instrument to be his free act and deed, before me,

  
Notary Public  
My commission expires: 8/14/98

DEEDS REG  
ESSEX SOUTH  
02023096  
TAX 715.92  
CASH 715.92  
5265A00 16:55  
EXCISE TAX

2  
23

DEED

11/14/00 3:31 inst. 571  
BK 16685 PG 229

I, S. ALEXANDER STEPHENS, III, ("Grantor"),

for consideration paid of TWO HUNDRED FORTY-FIVE THOUSAND AND NO/100  
(\$245,000.00) DOLLARS,

hereby grant to JOHN I. NESTEL and DEBORAH B. NESTEL of 6 Daniels Street, ← UNIT  
Salem, MA, ("Grantee"), **Husband and Wife, as Tenants by the Entirety**

with QUITCLAIM COVENANTS,

the land in said Salem, together with the buildings thereon, being Lot B on a certain plan entitled "Land of Wilfred J. & Lionel R. Pelletier, Daniels Street, Salem, Mass., Scale 1 inch = 20 ft., May, 1962, Edwin T. Brudzynski, Registered Surveyor", which Plan is recorded with the Essex South District Registry of Deeds as Plan #344 of 1962, in Book 4930, Page 152. Said premises are further bounded and described as follows:

Beginning at the Northeast corner thereof on the Westerly line of Daniels Street, as shown on said plan, thence running Southeasterly by Daniels Street, forty-four and eleven hundredths (44.11) feet; thence running Southwesterly by Lot A on said plan, forty-two and twenty hundredths (42.20) feet; thence running Southeasterly by said Lot A, two and thirty-six hundredths (2.36) feet; thence running Southwesterly by said Lot A, fourteen and ninety-three hundredths (14.93) feet; thence running Northwesterly by said Lot A, thirteen and fifty-one hundredths (13.51) feet; thence running Northwesterly by said Lot A, twenty-seven and ninety hundredths (27.90) feet; thence running Southwesterly by said Lot A, twenty-seven and ninety-seven hundredths (27.97) feet; thence running Northwesterly by land of Mary A. Novak, thirteen and ninety-five hundredths (13.95) feet; thence running Northeasterly by land of Richiuts, thirty-four and nine tenths (34.9) feet; thence running Northeasterly by land of Fred E. and Adeline E. Winter, seventy-five and three tenths (75.3) feet to the point of beginning.

Containing 3,850 square feet, according to said Plan.

Subject to and together with the benefit of all easements recorded with said Registry in Book 7642, Page 284.

The Post Office Address of the Premises is: 6 Daniels Street  
Salem, MA 01970.

Said Premises are conveyed subject to and together with easements and restrictions of record.

For Grantor's title, see deed of Christopher B. Quinn, dated February 16, 1996 and recorded with said Deeds in Book 13412, Page 78.

BK 16685 PG 230

WITNESS my hand and seal this 31<sup>st</sup> day of October, 2000.

*S. Alex. Stephens III*  
S. ALEXANDER STEPHENS, III

STATE OF NEW YORK

County: *New York*

October 31, 2000

Then personally appeared the above-named, S. ALEXANDER STEPHENS, III,  
and acknowledged the foregoing instrument to be his free act and deed, before me,

*Rosalie J. Scambati*  
Notary Public  
My commission expires: 5/31/2002

ROSALIE J. SGAMBATI  
Notary Public, State of New York  
No. 01SG4930526  
Qualified in Richmond County  
Certificate Filed in New York County  
Term Expires May 31, 2002

SALEM  
RECORDS & CLERK  
ESSEX COUNTY

11/14/00 3:22PM 01  
000000 #4114

FEE \$1117.20

CASH \$1117.20

**BK16959 PG461**

5  
gk

**UNIT DEED  
HARBOR MIST CONDOMINIUM  
6 DANIELS STREET  
SALEM, MASSACHUSETTS 01970**

**GRANTOR:** **JOHN I. NESTEL and DEBORAH B. NESTEL**  
of Lynn, Essex County, Massachusetts

**GRANTEE:** **MICHELLE M. DuPONT**  
of 6 Daniels Street, Salem, Essex County, Massachusetts

**Unit Number:** **1F**

**Common Area Interest:** **23%**                      **Unit Square Footage:**                      **812**

Master Deed dated March 9, 2001, recorded on March 12, 2001 in the Essex South District Registry of Deeds in Book 16955, Page 148. Floor Plans filed therewith.

Harbor Mist Condominium Trust, Bylaws and Rules and Regulations dated March 9, 2001, recorded on March 12, 2001 in the Essex South District Registry of Deeds in Book 16955, Page 162.

**CONDOMINIUM UNIT DEED**

**John I. Nestel And Deborah B. Nestel** of 169 Ocean Street, Lynn, Essex County, Massachusetts (hereinafter collectively called the "Grantor"),

for consideration paid and in full consideration of the sum of **One Hundred Thirty-Nine Thousand (\$139,000.00) Dollars** paid, grant to

**Michelle M. DuPont** of 6 Daniels Street, Salem, Essex County, Massachusetts (hereinafter called the "Grantee"),

with **QUITCLAIM COVENANTS,**

the Condominium Unit known as Condominium Unit No. 1F (hereinafter called the "Subject Unit"), in the Condominium known as Harbor Mist Condominium, a Condominium (hereinafter called the "Condominium"), established by Master Deed Master Deed dated March 9, 2001, recorded on March 12, 2001 in the Essex South District Registry of Deeds in Book 16955, Page 148 (hereinafter called the "Master Deed").

The post office address of the Condominium is 6 Daniels Street, Salem, Massachusetts 01970.

Return to  
Ch PLUNKETT  
70 WASHINGTON ST  
SALEM, MA 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, as amended ("Condominiums").

The Subject Unit is shown on the Floor Plans of the Condominium recorded in the Essex South District Registry of Deeds with the Master Deed 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 Floor Plans and Unit Plan.

The Subject Unit is hereby conveyed together with:

1. An undivided twenty-three percent (23%) interest in the common areas and facilities of the Condominium described in the Master Deed appertaining to the Subject Unit;
2. 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:
  - (a) settling of the Building; or
  - (b) condemnation or eminent domain proceedings, or
  - (c) 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 Harbor Mist Condominium Trust as the same may be from time to time amended; or
  - (d) repair or restoration of the Building or any Unit therein after damage by fire or other casualty.
3. 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; and
4. The right to exclusive use and co-exclusive use of the areas designated in the Master Deed.

The Subject Unit is hereby conveyed subject to:

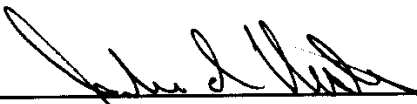
1. Easements in favor of the adjoining units and in favor of the common areas and facilities for the continuance of all encroachments of the adjoining units or common areas and facilities on the Subject Unit existing as a result of construction of the Building or that may come into existence hereafter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

- (a) settling of the Building; or
  - (b) condemnation or eminent domain proceedings; or
  - (c) 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 Harbor Mist Condominium Trust as the same may be from time to time amended; or
  - (d) 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 Floor Plans of the Condominium recorded simultaneously with and as part of the Master Deed, and the provisions of the Declaration of Trust of the Harbor Mist Condominium Trust and the Bylaws thereto, which Declaration of Trust of the Harbor Mist Condominium Trust and Bylaws, dated March 9, 2001, are recorded in the Essex South District Registry of Deeds in Book 16955, Page 162, 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 an 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, as amended ("Condominiums").

For title see Deed of S. Alexander Stephens, III to the Grantor dated October 31, 2000, recorded with Essex South District Registry of Deeds in Book 16685, Page 229, and see Condominium Master Deed of Harbor Mist Condominium dated March 9, 2001 and recorded in said Registry in Book 16599, Page 148.

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 Harbor Mist Condominium Trust and the Bylaws, as the same may from time to time be amended.

am EXECUTED as an instrument under seal at Salem, Essex County, Massachusetts this day of March, 2001.

  
\_\_\_\_\_  
John I. Nestel

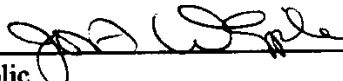
  
\_\_\_\_\_  
Deborah B. Nestel

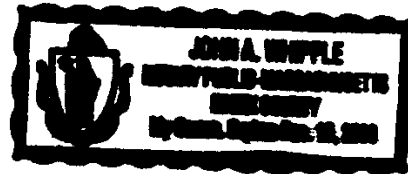
**COMMONWEALTH OF MASSACHUSETTS**

Essex, ss.

March 9, 2001

Then personally appeared the above-named John I. Nestel and Deborah B. Nestel, and acknowledged the foregoing instrument to be their free act and deed, before me,

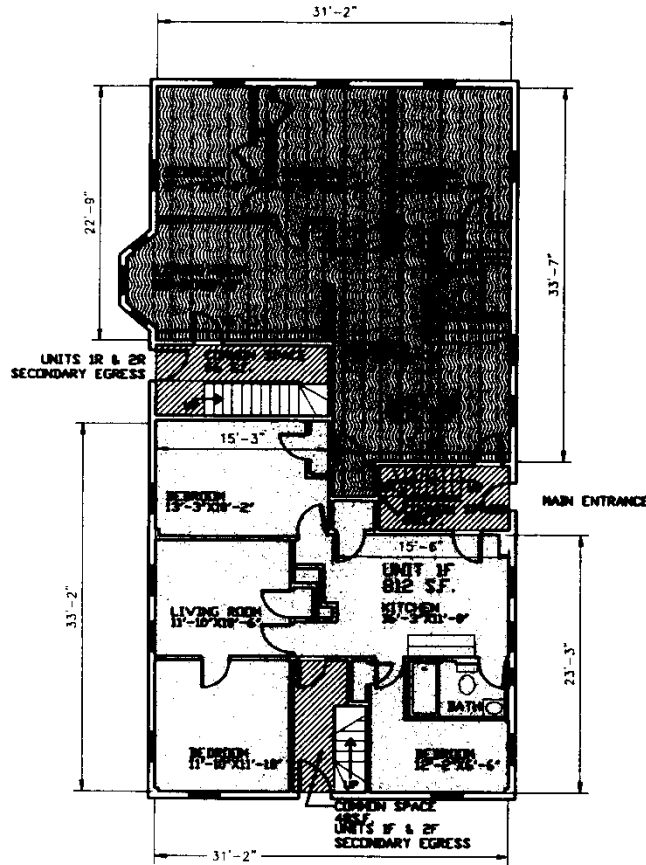
  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**CANCELLED**  
SALEM  
RECORDS REG 10  
ESSEX SOUTH

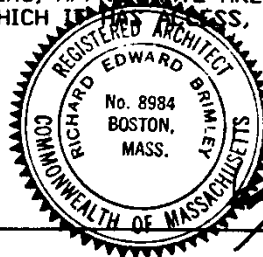
03/13/01 12:10:19M 01  
000000 W7477  
FEE \$633.84  
CASH \$633.84





### FIRST FLOOR PLAN

THIS PLAN SHOWS THE UNIT DESIGNATION OF THE UNIT BEING CONVEYED AND OF IMMEDIATELY ADJOINING UNITS, AND THAT THEY FULLY AND ACCURATELY DEPICT THE LAYOUT OF THE UNIT, ITS LOCATION, DIMENSIONS, APPROXIMATE AREA MAIN ENTRANCE AND IMMEDIATE COMMON AREA TO WHICH IT HAS ACCESS, AS BUILT.



Project Title  
**HARBOR MIST CONDOMINIUM**  
**6 DANIELS STREET, SALEM, MA 01970**

Scale  
**NO SCALE**

Date  
**JANUARY 08, 2001**

Drawing Title  
**UNIT-1F**

Drawing Number

**UNIT-1F**

7/2/05

NO ENV.

AFTER RECORDING RETURN TO:

Washington Mutual Bank, FA  
C/O ACS IMAGE SOLUTIONS  
12691 PALA DRIVE MS156DPCA  
GARDEN GROVE, CA 92841

2005021100327 Bk:23952 Pg:494  
02/11/2005 13:38:00 MTG Pg 1/21

[Space Above This Line For Recording Data]

FIRST AMERICAN TITLE INSURANCE COMPANY TBD

MORTGAGE

03-2172-068498463-6

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated February 9, 2005, together with all Riders to this document.

(B) "Borrower" is NAOMI B MAEL

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Washington Mutual Bank, FA, a federal association. Lender is a Bank organized and existing under the laws of United States of America. Lender's address is: 400 East Main Street Stockton, CA 95290

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated February 9, 2005. The Note states that Borrower owes Lender One Hundred Sixty-Five Thousand & 00/100

Dollars (U.S. \$ 165,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 1, 2035.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

*J.M.M.*  
*NBM*

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input checked="" type="checkbox"/> Condominium Rider   | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]      |   |   |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds, whether by way of judgment, settlement or otherwise, paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; and (iii) the performance of all agreements of Borrower to pay fees and charges arising out of the Loan whether or not herein set forth. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's

*Handwritten initials/signature*  
NBM

successors and assigns, with power of sale, the following described property located in  
Essex County, Massachusetts:  
LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF

which currently has the address of 6 DANIELS STREET UNIT #1R  
[Street]  
SALEM, Massachusetts 01970 ("Property Address"):  
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.**

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one of more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic

*NBM*

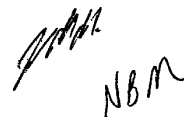
Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance of the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke



the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

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**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Lender may purchase such insurance from or through any company acceptable to Lender including, without limitation, an affiliate of Lender, and Borrower acknowledges and agrees that Lender's affiliate may receive consideration for such purchase. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

Borrower hereby absolutely and irrevocably assigns to Lender all of Borrower's right, title and interest in and to all proceeds from any insurance policy (whether or not the insurance policy was required by Lender) that are due, paid or payable with respect to any damage to such property, regardless of whether the insurance policy is established before, on or after the date of this Security instrument. By absolutely and irrevocably assigning to Lender all of Borrower's rights to receive any and all proceeds from any insurance policy, Borrower hereby waives, to the full extent allowed by law, all of Borrower's rights to receive any and all of such insurance proceeds.

Borrower hereby absolutely and irrevocably assigns to Lender all of Borrower's right, title and interest in and to (a) any and all claims, present and future, known or unknown, absolute or contingent, (b) any and all causes of action, (c) any and all judgments and settlements (whether through litigation, mediation, arbitration or otherwise), (d) any and all funds sought against or from any party or parties whosoever, and (e) any and all funds received or receivable in connection with any damage to such property, resulting from any cause or causes whatsoever,

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including but not limited to, land subsidence, landslide, windstorm, earthquake, fire, flood or any other cause.

Borrower agrees to execute, acknowledge if requested, and deliver to Lender, and/or upon notice from Lender shall request any insurance agency or company that has issued any insurance policy to execute and deliver to Lender, any additional instruments or documents requested by Lender from time to time to evidence Borrower's absolute and irrevocable assignments set forth in this paragraph.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, or remove or demolish any building thereon, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in good condition and repair in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property in good and workmanlike manner if damaged to avoid further

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deterioration or damage. Lender shall, unless otherwise agreed in writing between Lender and Borrower, have the right to hold insurance or condemnation proceeds. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause. Lender does not make any warranty or representation regarding, and assumes no responsibility for, the work done on the Property, and Borrower shall not have any right to rely in any way on any inspection(s) by or for Lender or its agent. Borrower shall be solely responsible for determining that the work is done in a good, thorough, efficient and workmanlike manner in accordance with all applicable laws.

Borrower shall (a) appear in and defend any action or proceeding purporting to affect the security hereof, the Property or the rights or powers of Lender; (b) at Lender's option, assign to Lender, to the extent of Lender's interest, any claims, demands, or causes of action of any kind, and any award, court judgement, or proceeds of settlement of any such claim, demand or cause of action of any kind which Borrower now has or may hereafter acquire arising out of or relating to any interest in the acquisition or ownership of the Property. Lender shall not have any duty to prosecute any such claim, demand or cause of action. Without limiting the foregoing, any such claim, demand or cause of action arising out of or relating to any interest in the acquisition or ownership of the Property may include (i) any such injury or damage to the Property including without limit injury or damage to any structure or improvement situated thereon, (ii) or any claim or cause of action in favor of Borrower which arises out of the transaction financed in whole or in part by the making of the loan secured hereby, (iii) any claim or cause of action in favor of Borrower (except for bodily injury) which arises as a result of any negligent or improper construction, installation or repair of the Property including without limit, any surface or subsurface thereof, or of any building or structure thereon or (iv) any proceeds of insurance, whether or not required by Lender payable as a result of any damage to or otherwise relating to the Property or any interest therein. Lender may apply, use or release such monies so received by it in the same manner as provided in Paragraph 5 for the proceeds of insurance.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting

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and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage

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insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

**(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.**

**(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.**

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is

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less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgement, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgement, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** This Security Instrument cannot be changed or modified except as otherwise provided herein or by agreement in writing signed by Borrower, or any Successor in interest to Borrower and Lender. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successor in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy. No waiver by Lender of any right under this Security Instrument shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Security Instrument or of any provision of this Security Instrument as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by

Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Borrower shall pay such other charges as Lender may deem reasonable for services rendered by Lender and furnished at the request of Borrower, any Successor in interest to Borrower or any agent of Borrower. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the

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conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument,

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and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substance in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use, or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

*NBM*

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the STATUTORY POWER OF SALE and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence. If Borrower or any successor in interest to Borrower files (or has filed against Borrower or any successor in interest to Borrower) a bankruptcy petition under Title II or any successor title of the United States Code which provides for the curing of prepetition default due on the Note, interest at a rate determined by the Court shall be paid to Lender on post-petition arrearages.

If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to other persons prescribed by Applicable Law, in the manner provided by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner provided by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is not prohibited by Applicable Law.

**24. Waivers.** Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

*[Handwritten signature]*  
NBM



X *J. M. Mael*  
JEFFREY M MAEL

X *N. B. Mael & Naami Saulich*  
NAOMI B MAEL  
*HAOMI SAULICH*

\_\_\_\_\_  
(Space Below This Line For Acknowledgment)

COMMONWEALTH OF MASSACHUSETTS, Middlesex County ss:

On this 9th of February, 2005, before me personally appeared  
Jeffrey M. Mael and Naomi B. Mael

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

My commission expires: \_\_\_\_\_

*[Signature]*  
Notary Public  
Stefan M. Nathanson

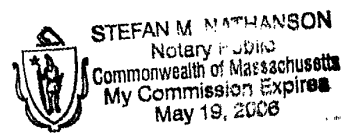


Exhibit A

All that certain premises and proportionate interest of the Harbor Mist Condominium, a condominium located at 6 Daniels Street, Salem, Essex County, Massachusetts, all more particularly described as follows:

Unit No. 1R, of the Harbor Mist Condominium, Salem, Essex County, Massachusetts, together with an undivided interest of the common elements as established by Master Deed dated March 9, 2001, recorded with Essex Deeds, Book 16955, Page 148, as amended of record, together with appurtenant rights and easements referred to therein, in accordance with the terms thereof.

For title see Deed dated April 26, 2002, recorded in Essex Deeds, Book 18630, Page 61.

## CONDOMINIUM RIDER

03-2172-068498463-6

THIS CONDOMINIUM RIDER is made this 9th day of February, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Washington Mutual Bank, FA (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

6 DANIELS STREET UNIT #1R, SALEM, MA 01970  
(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: TBD  
(the "Condominium Project").

If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended

*MM*  
*NBM*

coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which the Lender requires insurance, then:

- (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and
- (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

*MM*  
*NEM*

03-2172-068498463-6


**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

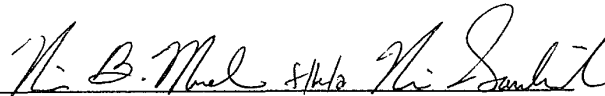
*JAM.*

*NBM*

03-2172-068498463-6

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

X   
JEFFREY M MAEL

X   
NAOMI B MAEL

5  
105

JV 19

2009032600069 Bk:28434 Pg:235  
03/26/2009 10:39 OP0 Pg 1/5

Property Address: 6 Daniels Street, Unit 1R, Harbor Mist Condominium, Salem, MA 01970

**MASSACHUSETTS FORECLOSURE DEED BY CORPORATION**

Wells Fargo Bank, N.A.

a national association duly established under the laws of the State of Delaware and having its usual place of business at 3476 Stateview Blvd, Ft. Mill, SC 29715

the current holder by assignment of a mortgage

from Naomi B. Mael f/k/a Naomi Saulich

to Washington Mutual Bank, FA

dated February 9, 2005 and recorded with the Essex County (Southern District) Registry of Deeds at Book 23952, Page 494

, by the power conferred by said mortgage and

every other power for ONE HUNDRED EIGHTY THOUSAND SEVEN HUNDRED SIXTY THREE AND 63/100 (\$ 180,763.63 ) DOLLARS

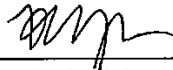
paid, grants to Federal Home Loan Mortgage Corporation of 8250 Jones Branch Drive Mailstop A62 McLean, VA 22102, the premises conveyed by said mortgage.

The grantee is exempt from paying the Massachusetts state excise stamp tax by virtue of 12 Untied States Code §1452, §1723a, §1825.

**WITNESS** the execution and the corporate seal of said national association  
this 19<sup>th</sup> day of March, 2009.

B.128

Wells Fargo Bank, N.A.,

By:   
Francis J. Nolan of Harmon Law Offices,  
PC, as Attorney in Fact\*

\* For singatory authority please see Limited Power of Attorney recorded with the Essex County (Southern District) Registry of Deeds at Book 27813, Page 567.

**Commonwealth of Massachusetts**

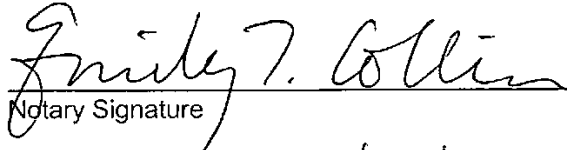
Middlesex, ss.

March 19, 2009

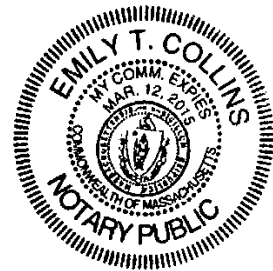
On this 19<sup>th</sup> day of March 2009, before me, the undersigned notary public, personally appeared Francis J. Nolan, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or att

Capacity: (as Attorney in Fact\*)

for Wells Fargo Bank, N.A.,

 (Affix Seal)  
Notary Signature

My commission expires: 3/12/15



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.



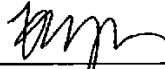
## AFFIDAVIT

I, Francis J. Nolan, of Harmon Law Offices, PC, as Attorney in Fact\* for Wells Fargo Bank, N.A. make oath and say that the principal and interest obligation mentioned in the mortgage above referred to were not paid or tendered or performed when due or prior to the sale, and that Wells Fargo Bank, N.A. caused to be published on November 25, 2008, December 2, 2008 and December 9, 2008 in the Salem Evening News, a newspaper having a general circulation in Salem, a notice of which the following is a true copy. (See attached Exhibit A)

I also complied with Chapter 244, Section 14 of the Massachusetts General Laws, as amended, by mailing the required notices certified mail, return receipt requested.

Pursuant to said notice at the time and place therein appointed the sale was postponed by public proclamation to January 14, 2009 at 12:00 p.m., upon the mortgaged premises, at which time and place upon the mortgaged premises, the sale was postponed by public proclamation to February 3, 2009 at 12:00 p.m., upon the mortgaged premises, at which time and place upon the mortgaged premises, the sale was postponed by public proclamation to March 10, 2009 at 12:00 p.m., upon the mortgaged premises, at which time and place upon the mortgaged premises, Wells Fargo Bank, N.A. sold the mortgaged premises at public auction by Steven Calheta, a duly licensed auctioneer, to Wells Fargo Bank, N.A. for ONE HUNDRED EIGHTY THOUSAND SEVEN HUNDRED SIXTY THREE AND 63/100 (\$ 180,763.63 ) DOLLARS bid by , Wells Fargo Bank, N.A., being the highest bid made therefor at said auction. Said bid was then assigned by Wells Fargo Bank, N.A., to Federal Home Loan Mortgage Corporation, as evidenced by assignment of bid to be recorded herewith as Exhibit 'B'

Wells Fargo Bank, N.A.

By:   
Francis J. Nolan of Harmon Law Offices,  
PC, as Attorney in Fact\*

\* For singatory authority please see Limited Power of Attorney recorded with the Essex County (Southern District) Registry of Deeds at Book 27813, Page 567.

**Commonwealth of Massachusetts**

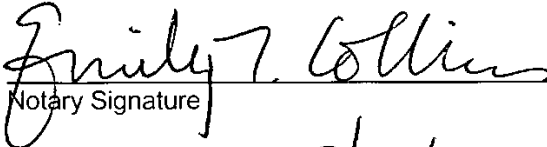
Middlesex, ss.

March 19, 2009

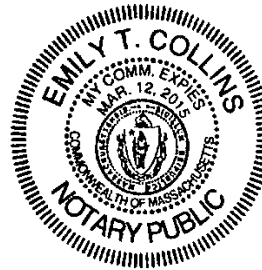
On this 19<sup>th</sup> day of March 2009, before me, the undersigned notary public, personally appeared Francis J. Nolan, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Capacity: (as Attorney in Fact\*)

for Wells Fargo Bank, N.A.)

 (Affix Seal)  
Notary Signature

My commission expires: 3/12/15



# Exhibit A

## LEGAL NOTICE LEGAL NOTICE

### NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Naomi B. Mael f/k/a Naomi Saulich to Washington Mutual Bank, FA, dated February 9, 2005 and recorded with the Essex County (Southern District) Registry of Deeds at Book 23952, Page 494, of which mortgage Wells Fargo Bank, N.A is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 12:00 p.m. on December 17, 2008, on the mortgaged premises located at 6 Daniels Street, Unit 1R, Harbor Mist Condominium, Salem, Essex County, Massachusetts, all and singular the premises described in said mortgage.

#### TO WIT:

All that certain premises and proportionate interest of the Harbor Mist Condominium, a condominium located at 6 Daniels Street, Salem, Essex County, Massachusetts, all more particularly described as follows:

Unit No. 1R of the Harbor Mist Condominium, Salem, Essex County, Massachusetts, together with an undivided interest of the common elements as established by Master Deed dated March 9, 2001, recorded with Essex Deeds, Book 16955, Page 148, as amended of record, together with appurtenant rights and easements referred to therein, in accordance with the terms thereof.

For mortgagor's(s)' title see deed recorded with Essex County (Southern District) Registry of Deeds in Book 18630, Page 61.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens, or encumbrances is made in the deed.

#### TERMS OF SALE:

A deposit of Five Thousand (\$5,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California Street, Newton, Massachusetts 02458, or by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02461-0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Other terms, if any, to be announced at the sale.

WELLS FARGO BANK, N.A.

Present holder of said mortgage

By its Attorneys,

HARMON LAW OFFICES, P.C.

150 California Street

Newton, MA 02458

(617) 558-0500

200802-0207 - BLU

SN - 11/25, 12/2, 12/9/2008

LOCUS: 6 DANIELS ST. UNIT 1R, SALEM, MA 01970  
125-1

JW

2009100700252 Bk:28978 Pg:435  
10/07/2009 11:53 DEED Pg 1/2

**QUITCLAIM DEED**

**FEDERAL HOME LOAN MORTGAGE CORPORATION**, a corporation organized and existing under the laws of the United States of America of 8250 Jones Branch Drive, Mailstop A62, McLean, VA 22102,

For consideration paid **ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED AND 00/100 (\$117,500.00) DOLLARS**

grants to **Jerome Wilson and Frances Wilson**  
of 1087 Asbury Road Cincinnati, OH 45255

With **Quitclaim Covenants** the following described premises:

All that certain premises and proportionate interest of the Harbor Mist Condominium, a condominium located at 6 Daniels Street, Salem, Essex County, Massachusetts, all more particularly described as follows:

Unit No. 1R of the Harbor Mist Condominium, Salem, Essex County, Massachusetts, together with an undivided interest of the common elements as established by Master Deed dated March 9, 2001, recorded with Essex Deeds, Book 16955, Page 148, as amended of record, together with appurtenant rights and easements referred to therein, in accordance with the terms thereof.


For title reference see Foreclosure Deed dated March 19, 2009 and recorded March 26, 2009 with the Essex Southern County Registry of Deeds in Book 28434, Page 235.

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

**This conveyance is in the ordinary course of business and does not constitute a transfer of all or substantially all of the corporate assets of Federal Home Loan Mortgage Corporation in Massachusetts.**

WITNESS the execution and the corporate seal of said corporation this 1<sup>st</sup> day of October, 2009.

FEDERAL HOME LOAN MORTGAGE CORPORATION

  
By: Thomas J. Walsh  
As Its Attorney In Fact


For authority see Power of Attorney filed with the Essex Southern County Registry District of the Land Court as Document No. 371997; also see the Vote filed with said Land Court as Document No. 371996.

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

October 1<sup>st</sup>, 2009

On this 1<sup>st</sup> day of October, 2009, before me, the undersigned notary public, personally appeared Thomas J. Walsh, as Attorney In Fact for Federal Home Loan Mortgage Corporation, proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily as his/her free act and deed and the free act and deed of Federal Home Loan Mortgage Corporation, before me,

  
Notary Public:  
My Commission Expires:



3

AK-4

2012012500373 Bk:31033 Pg:385  
01/25/2012 03:20 DEED Pg 1/3

### QUITCLAIM DEED

WE, **Jerome Wilson and Frances Wilson**, Husband and Wife, of Cincinnati, Ohio

For consideration paid of **One Dollar and Zero Cents (\$1.00)**

Grant to **Jerome Wilson and Frances Wilson**, Husband and Wife, as Tenants by the Entirety, of 1087 Asbury Road, Cincinnati, Ohio 45255

*with quitclaim covenants*

Unit No. 1R (the "Subject Unit") in the Harbor Mist Condominium (the "Condominium"), a condominium created pursuant to Massachusetts General Laws Chapter 183A by Master Deed dated March 9, 2001 and recorded with Essex South District Registry of Deeds in Book 16955, Page 148 (the "Master Deed"). The Unit is laid out as shown on the Plans recorded with the Master Deed (the "Plans") to which is affixed the statement required by Section 9 of said Chapter 183A. The post office address of the Condominium is 6 Daniels Street, Salem, Massachusetts 01970.

6 Daniels St., Unit 1R, Salem

The Unit is conveyed together with:

1. An undivided interest of 23.0% in the common areas and facilities of the Condominium ("Common Elements") as set forth herein; and
2. 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:
  - (a) settling of the Building; or
  - (b) condemnation or eminent domain proceedings, or
  - (c) 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 Harbor Mist Condominium Trust as the same may be from time to time amended; or
  - (d) repair or restoration of the Building or any Unit therein after damage by fire or other casualty
3. 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; and
4. The right to exclusive use and co-exclusive use of the areas designated in the Master Deed.

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

Box 53

Subject Unit existing as a result of construction of the Building or that may come into existence hereafter as a result of:

- (a) settling of the Building; or
- (b) condemnation or eminent domain proceedings, or
- (c) 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 Harbor Mist Condominium Trust as the same may be from time to time amended; or
- (d) repair or restoration of the Building or any Unit therein after damage by fire or other casualty

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 Floor Plans of the Condominium recorded simultaneously with and as part of the Master Deed, and the provisions of the Declaration of Trust of the Harbor Mist Condominium Trust and the Bylaws thereto, which Declaration of Trust of the Harbor Mist Condominium Trust and Bylaws, dated March 9, 2001, are recorded in the Essex South Registry of Deeds in Book 16955, Page 162, 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 an 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;

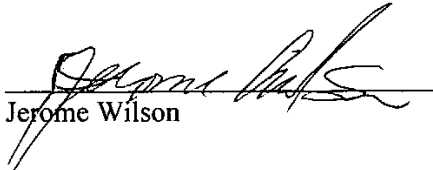
4. Easements, rights, obligations, provisions, agreements, restrictions, building line limitation, zoning regulations, public utility and telephone easement, easements in favor of the Declarant of the Master Deed, and all other matters set forth or referred to in the Master Deed; and

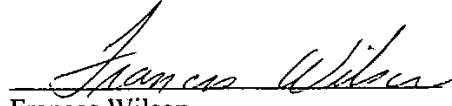
5. The provisions of Massachusetts General Laws, Chapter 183A, as amended ("Condominiums").

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 Harbor Mist Condominium Trust and the Bylaws, as the same may from time to time be amended.

For title reference see deed dated October 18, 2009 and recorded with the Essex South District Registry of Deeds at Book 28976, Page 435.

WITNESS our hands and seals this 6<sup>th</sup> day of January 2012.

  
Jerome Wilson

  
Frances Wilson


STATE OF OHIO

Hamilton County

On this 6<sup>th</sup> day of January, 2012, the undersigned notary public, personally appeared Jerome Wilson and Frances Wilson, proved to me through satisfactory evidence of identification, which was driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily, in my presence, for its stated purposes.



CARLEY DUNKMAN  
Notary Public, State of Ohio  
My Commission Expires  
November 15, 2016

  
Notary Public:  
My Commission Expires:



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PO-S



2013071900588 Bk:32670 Pg:142  
07/19/2013 03:35 DEED Pg 1/4

Southern Essex District ROD  
Date: 07/19/2013 03:35 PM  
ID: 971655 Doc# 20130719005880  
Fee: \$793.44 Cons: \$174,000.00

**UNIT DEED**  
**HARBOR MIST CONDOMINIUM**  
**6 DANIELS STREET**  
**SALEM, MASSACHUSETTS**

I, ANDREA R. RUSSELLO F/K/A ANDREA R. BORTON of Salem, Essex County,  
Commonwealth of Massachusetts

for consideration paid, and in full consideration of One Hundred Seventy Four Thousand and  
00/100 (\$174,000.00) Dollars

grants to JENNIFER MIRRA, an unmarried woman, individually, whose address is 6 Daniels  
Street, Unit 2F, Salem, Massachusetts,

with **QUITCLAIM COVENANTS** the following described premises:

The Condominium Unit known as Condominium Unit No. 2F (hereinafter called the "Subject  
Unit") in the Condominium known as Harbor Mist Condominium, a condominium (hereinafter  
called the "Condominium"), established by Master Deed dated March 9, 2001 and recorded on  
March 12, 2001 in the Essex South District Registry of Deeds in Book 16955, Page 148  
(hereinafter called the "Master Deed").

The Post Office address of the Condominium is 6 Daniels Street, Salem, 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, as amended  
("Condominiums").

The subject unit is shown on the floor plans of the Condominium recorded in the Essex South District Registry of Deeds with the Master Deed.

The subject unit is hereby conveyed together with:

1. An undivided twenty-three percent (23%) interest in the common areas and facilities of the Condominium described in the Master Deed appertaining to the subject unit.
2. 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:
  - a. Settling of the building; or
  - b. Condemnation or eminent domain proceedings, or
  - c. 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 Harbor Mist Condominium Trust as the same may be from time to time amended; or
  - d. Repair or restoration of the building or a unit therein after damage by fire or other casualty.
3. 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; and
4. The right to exclusive use and co-exclusive use of the areas designated in the Master Deed.

The subject unit is hereby conveyed subject to:

1. Easement 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:
  - a. Settling of the building; or
  - b. Condemnation or eminent domain proceedings; or
  - c. 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 Harbor Mist Condominium Trust as the same may be from time to time amended; or
  - d. 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:

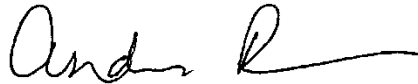
3. The provisions of the Master Deed and floor plans of the Condominium recorded simultaneously with and as part of the Master Deed, and the provisions of the Declaration of Trust as the Harbor Mist Condominium Trust and the By-Laws thereof, which Declaration of the Harbor Mist Condominium Trust and By-Laws, dated March 9, 2001, are recorded in the Essex South District Registry of Deeds in Book 16955, Page 162 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 an 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 provision of Massachusetts General Laws, Chapter 183A, as amended ("Condominium").

We, Andrea R. Russello and Salvatore Russello, hereby irrevocably release and terminate any and all homestead rights which we may have in the premises, however acquired, and there are no other person(s) entitled to the benefit of such homestead rights.

For Grantor's title see deed dated and recorded at Essex South District Registry of Deeds, Book 23181, Page 55.

Premises Conveyed: 6 Daniels Street, Unit 2F, Salem, Massachusetts 01970

EXECUTED under seal this 19<sup>th</sup> day of July, 2013.



Andrea R. Russello  
f/k/a Andrea R. Borton



Salvatore Russello

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss.

July 19, 2013.

On this 19<sup>th</sup> day of July, 2013, before me, the undersigned notary public, personally appeared Andrea R. Russello, f/k/a Andrea R. Borton, proved to me through satisfactory evidence of identification, which was her Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Notary Public  
My commission expires:

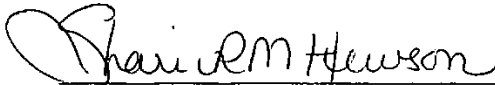


COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss.

July 19, 2013.

On this 19<sup>th</sup> day of July, 2013, before me, the undersigned notary public, personally appeared Salvatore Russello, proved to me through satisfactory evidence of identification, which was his Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public  
My commission expires: July 16, 2015

Return to: Jennifer Mirra  
6 Daniels Street, Unit 2F  
Salem, MA 01970



4

TO 5

SO. ESSEX #396 Bk: 38053 Pg: 127  
11/22/2019 12:50 DEED Pg 1/4

Recording requested by:  
Dalton & Finegold, LLP

After Recording Return To:  
Suzanne M. Inge

MASSACHUSETTS EXCISE TAX  
Southern Essex District ROD  
Date: 11/22/2019 12:50 PM  
ID: 1330055 Doc# 20191122003960  
Fee: \$1,550.40  
Cons: \$340,000.00

File Number: 2019-1-3031  
Parcel ID: 35-0354-0

### Quitclaim Deed

I, **Timothy J. Keough, an unmarried man**, of Salem, MA, for consideration paid and in full consideration of **THREE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$340,000.00)**, hereby grant to **Suzanne Inge**, now of **6 Daniels Street, Unit 2R, Salem, MA 01970**, with **QUITCLAIM COVENANTS**:

Property Address: 6 Daniels Street, Salem, MA 01970

The Condominium Unit known as Condominium Unit No. 2R (hereinafter called the "Subject Unit"), in the Condominium known as Harbor Mist Condominium, a Condominium (hereinafter called the "Condominium"), established pursuant to Massachusetts General Laws Chapter 183A as amended, created by Master Deed dated March 9, 2001, and recorded on March 21, 2001, with the Essex South District Registry of Deeds in Book 16955, Page 148, as amended (hereinafter called the "Master Deed").

The post office address of the Condominium is 6 Daniels Street, Salem, 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, as amended ("Condominiums").

The Subject Unit is shown on the Floor Plans of the Condominium recorded in the Essex South District Registry of Deeds with the Master Deed and on the Unit Plan of the Subject Unit, which is attached to the Unit Deed dated March 9, 2001, and recorded with the Essex South District Registry of Deeds in Book 16967, Page 546, as Exhibit A, and the verified statement of a registered architect in the form required by Massachusetts General Laws, Chapter 183 A, Section 8 and 9, that is affixed to said Floor Plans and Unit Plan.

The Subject Unit is hereby conveyed together with:

1. An undivided thirty—one percent (31%) interest in the common areas and facilities of the Condominium described in the Master Deed appertaining to the Subject Unit;
2. 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

Box 159

the Building, or that may come into existence hereafter as a result of:

- (a) settling of the Building; or (b) condemnation or eminent domain proceedings, or
- (b) condemnation or eminent domain proceedings, or
- (c) 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 Harbor Mist Condominium Trust as the same may be from time to time amended; or
- (d) repair or restoration of the Building or any Unit therein after damage by fire or other casualty.

3. 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; and

4. The right to exclusive use and co-exclusive use of the areas designated in the Master Deed.

5. The right to park one (1) motor vehicle in the designated parking space.

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:

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:

(a) settling of the Building; or

(b) condemnation or eminent domain proceedings; or

(c) 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 Harbor Mist Condominium Trust as the same may be fitom time to time amended; or

(d) 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 Floor Plans of the Condominium recorded simultaneously with and as part of the Master Deed, and the provisions of the Declaration of Trust of the Harbor Mist Condominium Trust and the Bylaws thereto, which Declaration of Trust of the Harbor Mist Condominium Trust and Bylaws, dated March 9, 2001, are recorded in the Essex South District Registry of Deeds in Book 16955, Page 162, 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 an 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, as amended ("Condominiums").

For grantor's title, see deed dated August 8, 2018 and recorded on August 13, 2018 in the Essex South Registry of Deeds at Book 36933 , Page 99 .

Under the pains and penalties of perjury, I, the Grantor named herein, do hereby voluntarily release any and all rights of homestead, if any, as set forth in M.G.L. Chapter 188, and state that there are no other persons or person entitled to any homestead rights.

Executed under seal this 22 day of November, 2019.

  
Timothy J. Keough

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF Essex

On this 22 day of November, 2019, before me, the undersigned notary public, personally appeared the above-named, Timothy J. Keough, proved to me through satisfactory evidence of identification, which were MA Driver's License, to be the person(s) who signed the preceding or attached document in my presence, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, by his/her/their free act and deed.

  
Notary Public Signature

My Commission Expires:

