



HISTORIC
SALEM INC

9-11 Forest Avenue

Mary L. Walker
and her husband
Calvin F. Gibbs
Chemist
Built in 1912

Researched and written by Amanda Eddy
March 2022

Historic Salem Inc.
The Bowditch House
9 North Street, Salem, MA 01970
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9-11 Forest Avenue
Salem City Assessor's Office

The Gibbs Family

Calvin F. Gibbs (1852-1930) was born on September 26, 1930 in Black River, New York. His father was born in Massachusetts and his mother in New York. Calvin had a brother, R.D. Gibbs of Black River, New York. Calvin was a licensed pharmacist and was a druggist. In the late 1880s and early 1890s, Calvin was a chemist for the Eureka Chemical Company (Syracuse, New York.)¹ Around the turn of the century, he changed careers and was manager of Woolworth's, having managed locations in Utica, New York, Manchester, New Hampshire, Salem, Massachusetts, and the Washington Street store in Boston, Massachusetts.² A few

¹ *Syracuse, NY, 1889-90*. Syracuse, NY: Boyd's Directory Corps., 1887-1894.

² *The Boston Globe*; Publication Date: 23 Jun 1930; Publication Place: Boston, Massachusetts, USA

years after moving to Salem, Calvin took a break between his two careers and managed a variety store at 181 Essex Street in town.³ According to his obituary, he was a dedicated Salemite having been a part of the Salem Chamber of Commerce, a director of the Family Welfare Society of Salem, a member of the Salem Temple Club, and was one of the oldest members of Watertown lodge A.F. & A. M.

Mary L. (Walker) Gibbs (1858-1954) was born in January 1858 in Watertown, Jefferson County, New York to Joseph (1819-1895) and Dorcas (Bailey) Walker (1829-1911).⁴ Mary spent her childhood in New York, living with her father, mother, three siblings, and grandparents. Her father was a gardener, born and raised in New York while her mother was from England but was raised in New York. She stayed home with her children. Mary had two brothers, George H. Walker (1860-1930) and Edward S. Walker (1861-1917), and a sister, Sophia B. Walker (1863-1932). Mary's grandfather, Henry Bailey (b. 1798) was an English immigrant who was a retired farmer.⁵ Mary's grandmother, Hannah Bailey (b. 1797) was also an English immigrant who spent her life tending to her children.⁶

Mary and Calvin were married in 1882. Before moving to Forest Ave, the Gibbs family lived in New York state. In 1889, they lived at 29 Ash Street in Syracuse.⁷ By 1897, they were settled in Salem, living at 343 Lafayette Street⁸, and then moving to 12 Laurel Street by 1910.⁹

The Gibbs' also employed a servant, Rosa Lindgren (b.1889), while living on Laurel Street and Forest Ave. Rosa was a Finnish immigrant who came to the United States in 1908.¹⁰

³ Salem City Directory, 1897

⁴ *Find a Grave*. Find a Grave. <http://www.findagrave.com/cgi-bin/fg.cgi>. Memorial ID: 1154421716

⁵ Census of the state of New York, for 1875. Microfilm. New York State Archives, Albany, New York.

⁶ Year: 1870; Census Place: Watertown Ward 1, Jefferson, New York; Roll: M593_945; Page: 681B

⁷ *Syracuse, NY, 1889-90*. Syracuse, NY: Boyd's Directory Corps., 1889.

⁸

⁹ Year: 1900; Census Place: Salem Ward 5, Essex, Massachusetts; Roll: 648; Page: 13; Enumeration District: 0458; FHL microfilm: 1240648

¹⁰ Year: 1910; Census Place: Salem Ward 5, Essex, Massachusetts; Roll: T624_588; Page: 7B; Enumeration District: 0473; FHL microfilm: 1374601

After Rosa, in the 1930s, the Gibbs' employed Itha A. Pothier, a French-Canadian immigrant who came to the United States in 1915 at the age of 16.¹¹

Calvin F. Gibbs passed away at age 78 on June 22, 1930. He is buried at Brookside Cemetery in Watertown, New York. Mary L. (Walker) Gibbs passed away at age 95 in 1954. She is buried beside her late husband in Watertown, New York.¹² Mary and Calvin's daughter, Sophie, and her second husband, Herbert H. Sage, inherited the home after Mary's death.

The Bates Family

Sophie Louise Gibbs (1882-1976). Sophie was born on September 13, 1882 in Jefferson County, New York. Sophie married William P. Bates (1881-1937) on June 15, 1910 in Salem. William P. Bates was born July 14, 1881 in Everett, Massachusetts to Atkins H. Bates and Martha C. (Proctor) Bates.¹³ After William P.'s mother died, his father remarried Carolyn P. Bates.¹⁴ William P. was a broker clerk. He seemed to enjoy traveling, as records show he traveled to Honduras¹⁵, Cuba¹⁶, Jamaica¹⁷, and frequented Puerto Rico.¹⁸

¹¹ Year: 1930; Census Place: Salem, Essex, Massachusetts; Roll: 903; Page: 9A; Enumeration District: 258; Image: 65.0.

¹² *Find a Grave*. Find a Grave. <http://www.findagrave.com/cgi-bin/fg.cgi>. Memorial IDs: 114683647 and 114683669

¹³ New England Historic Genealogical Society; Boston, Massachusetts; *Massachusetts Vital Records, 1911-1915*

¹⁴ Year: 1900; Census Place: Salem Ward 2, Essex, Massachusetts; Roll: 647; Page: 10; Enumeration District: 0444; FHL microfilm: 1240647

¹⁵ The National Archives at Washington, D.C.; Washington, D.C.; Series Title: *Passenger Lists of Vessels Arriving at Boston, Massachusetts, 1891-1943*; NAI Number: 4319742; Record Group Title: *Records of the Immigration and Naturalization Service, 1787-2004*; Record Group Number: 85; Series Number: T843; NARA Roll Number: 374

¹⁶ *Passenger Lists of Vessels Arriving at New York, New York, 1820-1897*. Microfilm Publication M237, 675 rolls. NAI: [6256867](https://www.ancestry.com/naidoc?id=6256867). Records of the U.S. Customs Service, Record Group 36. National Archives at Washington, D.C.

¹⁷ The National Archives at Washington, D.C.; Washington, D.C.; Series Title: *Passenger Lists of Vessels Arriving at Boston, Massachusetts, 1891-1943*; NAI Number: 4319742; Record Group Title: *Records of the Immigration and Naturalization Service, 1787-2004*; Record Group Number: 85; Series Number: T843; NARA Roll Number: 125

¹⁸ *Passenger and Crew Lists of Vessels Arriving at New York, New York, 1897-1957*. Microfilm Publication T715, 8892 rolls. NAI: [300346](https://www.ancestry.com/naidoc?id=300346). Records of the Immigration and Naturalization Service; National Archives at Washington, D.C.

Sophie and William P. Bates and their two sons lived right next door to Mary and Calvin at 7 Forest Avenue. Their sons, William G. Bates (1911-1997) and Richard W. Bates (1918-1964), Sophie, and William P. Bates lived there up until William P. Bates died in 1937, when Sophie and Richard moved in with Sophie's mother, Mary, at 9 Forest Ave.¹⁹ Throughout the years, the census' lists Sophie and William P. Bates living separately - Sophie at 9 Forest Ave with her sons and parents, and William P. at 7 Forest Ave with only the housekeeper.²⁰

William G. Bates was born September 15, 1911 and attended Dartmouth College. After college, he moved to Hartford, Connecticut to accept a job as an investment analyst. He married Eleanor Blaney of Salem, Massachusetts.²¹ They had two children.²² William G. died on January 22, 1997.²³ William G.'s brother, Richard, was born on June 28, 1918. He attended Brown University in Providence, Rhode Island. After college, Richard enlisted in the United States Army on November 28, 1942. After serving in World War II active duty combat, he was honorably discharged on August 11, 1945. He received a Purple Heart. Having never married, Richard died on May 31, 1964 at age 43.²⁴

Sophie L. (Gibbs) Bates was remarried to Herbert H. Sage (1882-1965) in 1948, when Sophie changed her last name from Bates to Sage. Herbert was born in March 1882 in North Hempstead, New York to Willie Sage (b. 1858) and Emma D. Sage (b. 1860), both of whom were born in England. He had one sister, Ethel E. Sage who was born February 1886 in New York as well.²⁵ Herbert had been previously married to Helen A. (Lovell) Sage but they divorced

¹⁹ *Find a Grave*. Find a Grave. <http://www.findagrave.com/cgi-bin/fg.cgi>. Memorial ID: 215505838

²⁰ *It is unclear what the situation was, so the resident years may be slightly askew.*

²¹ *The Boston Globe*; Publication Date: 30/ Mar/ 1937; Publication Place: Boston, Massachusetts, USA

²² *Hartford Courant*; Publication Date: 24 Jan 1997; Publication Place: Hartford, Connecticut, USA

²³ Connecticut Department of Health. *Connecticut Death Index, 1949-2001*. Hartford, CT, USA: Connecticut Department of Health.

²⁴ National Archives at St. Louis, MO; St. Louis, MO, USA; *Applications for Headstones, 1/1/1925 - 6/30/1970*; NAID: NAID 596118; Record Group Number: 92; Record Group Title: *Records of the Office of the Quartermaster General*

²⁵ Year: 1900; Census Place: North Hempstead, Nassau, New York; Roll: 1079; Page: 1; Enumeration District: 0714; FHL microfilm: 1241079

in 1945, the cause being listed as “abandonment.”²⁶ In the 1930s, Herbert was living in Windsor, Vermont with Helen, their daughter, Helen Lavalette (1919-1994), and his in-laws. After moving to Massachusetts, Herbert began work as a salesman at the General Heat and Appliance Company.²⁷ It seems that there was some scandalous behavior, as Herbert and Helen did not divorce until 1945, and Herbert and Sophie did not marry until 1948. Yet in the Salem City Directory for 1939, Herbert is listed as living at 9 Forest Ave (Sophie’s residence.) In 1941, Lebanon, New Hampshire city directories have Herbert and Helen listed as living together on W. Lebanon Rd, Herbert being the proprietor at The Blue Shutter.²⁸ Regardless of the situation he got himself into, Herbert and Sophie ended up married eventually and they lived out their days at 9 Forest Ave. Herbert died in 1965 and Sophie on July 2, 1976. Both are buried in Greenlawn Cemetery in Salem.²⁹

After Sophie’s death, her son, William G. Bates, the executor of her will, sells the home.

²⁶ Year: 1900; Census Place: *North Hempstead, Nassau, New York*; Roll: 1079; Page: 1; Enumeration District: 0714; FHL microfilm: 1241079

²⁷ Boston City Directory, 1939

²⁸ Lebanon, New Hampshire City Directories, 1941

²⁹ *Find a Grave*. Find a Grave. <http://www.findagrave.com/cgi-bin/fq.cgi>. Memorial IDs: 92671445 and 215505838

SOURCES

Chain of Deeds Table

Both Parcel 1 and Parcel 2 hereinbefore described are conveyed subject to a Taking for extending Wisteria Street to Forest Avenue recorded in Book 2207, Page 130.

Date Purchased	Home-owner	Years Owned	Number of Years	Purchase Price	Documents Referenced	Notes
December 10, 1896	Charles A. Putnam	n/a	n/a	n/a	1497-1	Plan of Lots of the Almy Estate
November 9, 1909	Martha L. Roberts	1909-1912	3	\$1 and other valuable considerations	1989-558	Bought the land from Almy Estate
March 20, 1912	Mary L. Gibbs	1912-1954	42	\$1 and other valuable considerations	2134-512 Essex Probate #246429	Parcel 1, aka lot 13 and a portion of lot 12
	Sophie L. (Gibbs) Sage William G. Bates	1954-1977	23		Essex Probate #334562	Naumkeag Trust Company, Bates (Sophie's son) is the Executor under Sage's will (Parcel 2)
February 14, 1977	John E. Curtis Mary M. Peever	1977	>1	\$52,000	6324-297	Parcel 1 and 2
February 14, 1977	Gloucester Cooperative	1977-1980	3	Foreclosure mortgage	6324-301	Holder of Mortgage

	Bank			transfer - \$52,000		(Foreclosure) This deed actually holds 3 properties from Curtis and Peever: "1 parcel of land in Gloucester and 2 parcels of land in Salem"
March 10, 1980	Pelham Realty Trust	1980-1981	1	\$75,000	6692-69	William E. Pelletier Louise H. Pelletier
September 28, 1981	Virginia Carson, Trustee of Pelham Realty Trust William E. Pelletier Trustee of Pelham Realty Trust	1981	n/a	n/a	6869-4	Master Deed of the Condominium Unit 9 was owned by Virginia Carson and Unit 11 owned by William Pelletier
January 14, 1983	Steven A. Sass Ellen Golub	1983-1986	3	\$76,500	7032-538	
October 31, 1986	Frank H. Jernigan Karolyn S. Jernigan	1986-1996	10	\$175,000	8603-355	
June 26, 1996	Karolyn S. Jernigan	1996	>1	For nominal consideration paid	13700-225	
December 2, 1996	James E. Broadnax Jacqueline B.	1996-2001	5	\$161,500	13871-233	

	Broadnax					
November 23, 2001	Jacqueline B. Broadnax	2001-2010	9	\$240,000	17947-3	
April 13, 2010	Federal National Mortgage Association	2010	>1	\$237,881	29391-483	Foreclosure Deed The price was the mortgage being forwarded to the owner.
July 20, 2010	Craig M. Scholles Dee A. Risley	2010-present	11+	\$260,000	29635-22	

Residents Table

9 Forest Ave Residents Table

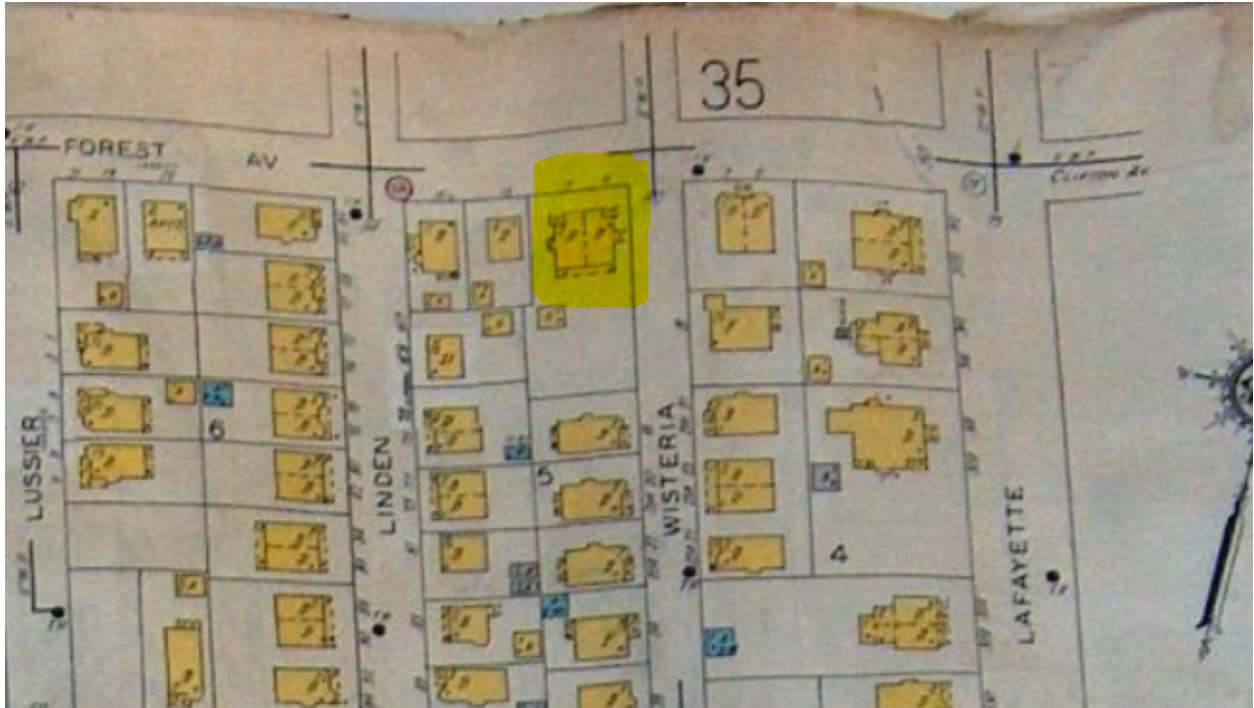
Resident	Years	Occupation
Calvin F. Gibbs	1912-1930	Manager at department store (558 Washington, B.)
Mary L. Gibbs	1912-1954	At home
Sophie L. (Gibbs) (Bates) Sage	1934-1948, 1954-1976	At home
Richard W. Bates	1919-1964	United States Army
William G. Bates	1930-1937	Investment analyst
Herbert H. Sage	1939?, 1954-1965	Salesman at General Heat and Appliance Company

**Sophie owned the home until 1976 when she died, so it is presumed she lived there until then, even though Salem directories end in 1964.

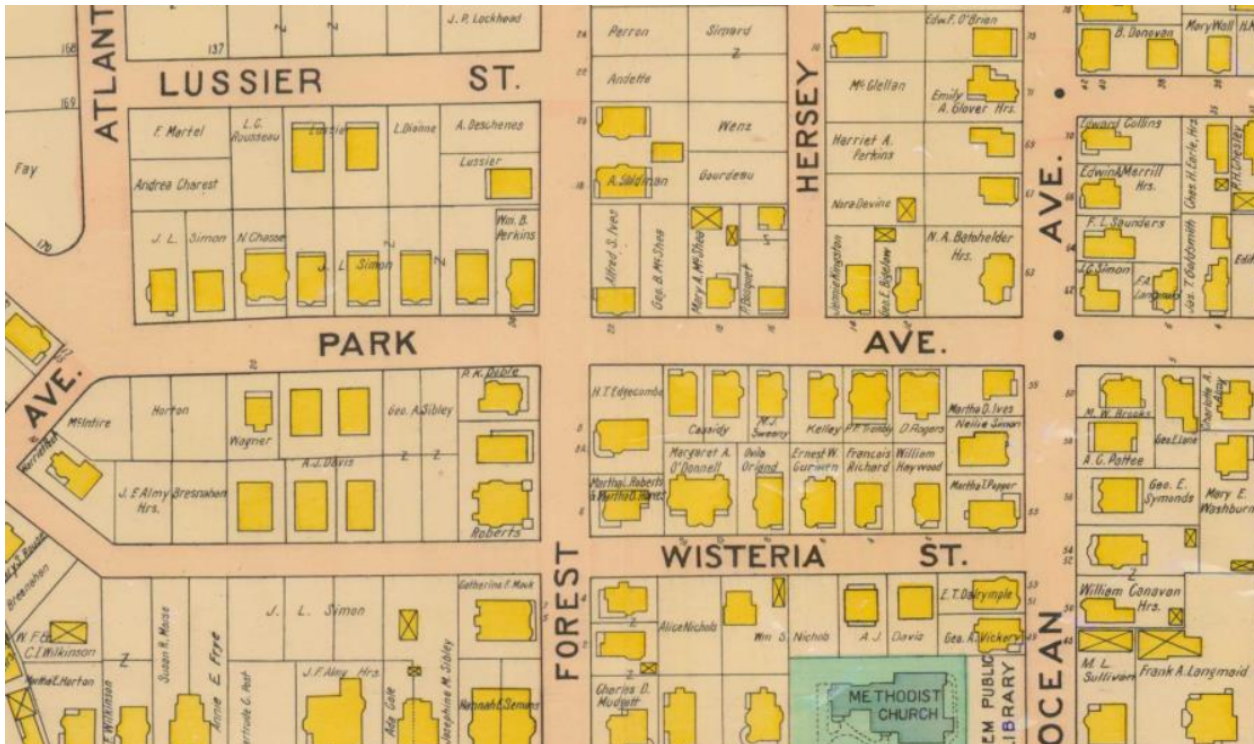
11 Forest Ave Residents Table

Residents	Years	Occupation
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William W. Copley	1912-1931	Manager at Peabody glue and gelatin factory
Eva C. Copley	1931-1940	At home
Kenneth F. Copley	(Not before 1931)1932-1940	Clerk in Boston
Louise C. Copley	1912-1940	Reporter for the Salem News
Eleanor D. Copley	1912-1919, 1922-1926	Physical Education Teacher
Everett A. Sumner	1948-1950	Shoe machine manufacturer
Bertha L. Sumner	1948-1950	At home
Wellesley W. Jones	1946	Clerk
Edith A. (Sumner) Jones	1946	Bank clerk
Agnes T. McGee	1951-1955, 1958-1964	Forewoman at Parker Brothers
Arlie M. Gilbert	1956-1957	Assessor for the Town of Danvers, Massachusetts
Leone G. Gilbert	1956-1957	IBM Operator, Hytron



1906-1938 Atlas, Plate 39
 Southern Essex District Registry of Deeds



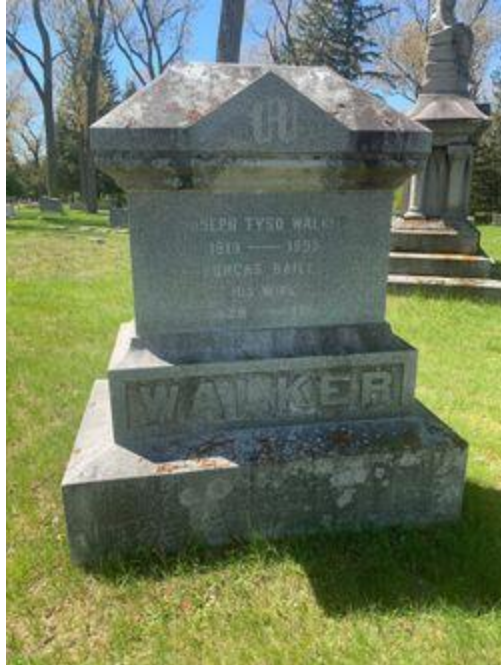
1911 Atlas Plate 2
 Southern Essex District Registry of Deeds



Find a Grave. Find a Grave. <http://www.findagrave.com/cgi-bin/fg.cgi>. Memorial ID: 114683669
Calvin Gibbs Gravestone



Find a Grave. Find a Grave. <http://www.findagrave.com/cgi-bin/fg.cgi>. Memorial ID: 114683647
Mary L. Walker Gibbs Gravestone



Find a Grave. Find a Grave. <http://www.findagrave.com/cgi-bin/fg.cgi>. Memorial ID: 1154421716 & 115421655

Joseph T. Walker and Dorcas Bailey Walker Gravestone



Sophia B. (Walker) Cole with her daughter and grandchildren.
Ancestry.com, K. Hamlin



Sophia B. (Walker) Cole with her granddaughter, Constance Ann Cole.
Ancestry.com, K. Hamlin

REPORT of Admissions at the Port of *New Haven* for the Month of *March* 1916
Total Number Admitted _____

Day of Month	NAME	AGE			Country of Birth	Profession or Occupation	Residence	Transferred by	Time In.	From what State	To what Port	Value of Goods and Mails	Remarks
		M	Y	C									
3	Ala. Denton	21			Scotland	L. A. C. Graduate	L. A. C.	5	Vermont	Canada	14.00		
4	Joseph Thompson	28			L. A. C.	Fireman	"	5	"	"	18.00		
4	Wm. Sherkelwood	42			Canada	"	"	5	Vermont	"	48.00		
4	Calvin F. Gibbs	63			L. A. C.	"	"	3	Vermont	"	20.00		
4	Paul Thompson	28			"	Black	"	3	"	"	200.00		
4	Andrew Wilson	28			Scotland	Farmer	"	1	"	Portauo	72.00		
4	Henry S. Loomis	22			L. A. C.	Fireman	"	1	Vermont	Canada	28.00		
4	Robert	24			"	"	"	1	"	"			
4	W. E. Thompson	51			"	"	"	9	"	"	100.00		
4	Wm. H. H. H. H.	27			"	Electrician	"	7	"	"	28.00		
4	George W. Henry	17			"	Student	"	9	Mass	"	12.00		
4	Paul Murray	26			Denmark	Farmer	"	5	"	"	200.00		
4	Wm. Gladst	25			L. A. C.	Fireman	"	5	"	"			
4	J. J. J.	1			"	"	"	5	"	"			
5	John W. McLaughlin	1			Canada	Farmer	"	1	New Hampshire	Canada	800.00		

Alvin J. Brown
Special Investigator
H. B. Brown

Calvin F. Gibbs Border Crossing, 1916
Library and Archives Canada; 1908-1935 Border Entries; Roll: T-5499

**CALVIN F. GIBBS DEAD
IN SALEM IN 77TH YEAR**

SALEM, June 23—Calvin F. Gibbs of 9 Forest av died yesterday at the Salem Hospital, after several weeks of sickness. He was born in Black River, N Y, Sept 26, 1853.

He had been a resident 33 years and had taken an active part in all civic affairs, especially welfare movements. He was a member of the Salem Chamber of Commerce and a director of the Family Welfare Society of Salem. He was one of the oldest members of Waterntown Lodge, A. F. & A. M., and belonged to the Salem Temple Club.

He was a licensed pharmacist and at one time was a druggist in Waterntown, N Y. The greater part of his life, however, he was connected with the Woolworth firm, the founder of which was a boyhood friend. He was manager of Woolworth stores in Utica, N Y; Manchester, N H, and Salem, and of the Washington-st store in Boston. He retired from active business some 16 years ago.

He is survived by his wife, a brother, R. D. Gibbs of Black River, N Y; a daughter, Mrs Sophie Bates, and two grandsons, William and Richard Bates of Salem.

The funeral will be held from his home, 9 Forest av, tomorrow afternoon. He will be buried in Waterntown, N Y.

Calvin F. Gibbs Obituary, June 23, 1930

The Boston Globe; Publication Date: 23 Jun 1930; Publication Place: Boston, Massachusetts, USA; URL: <https://www.newspapers.com/image/431241530/?article=5f1d0b42-b8cf-4ffe-bb5e-d35212be3d99&focus=0.72326714.0.77069604.0.8402698.0.9400785&xid=3355>

U.S. DEPARTMENT OF LABOR
IMMIGRATION SERVICE

Record on this blank United States citizens and citizens of insular possessions of the United States arriving at a port of continental United States from a foreign port or a port of the insular possessions of the United States, and such citizens arriving at a port of said insular possessions from a foreign port, a port of continental United States, or a port of another insular possession.

LIST OF UNITED STATES CITIZENS
(FOR THE IMMIGRATION AUTHORITIES)

U.S.S. San Gil Sailing from Tala, Honduras, November 15, 1931, Arriving at Port of Dorset, Mass., November 22, 1931

Number 118

No. on List	NAME IN FULL		AGE		Sex	Married or Single	IF NATIVE OF UNITED STATES INSULAR POSSESSION OR IF NATIVE OF UNITED STATES, GIVE DATE AND PLACE OF BIRTH (CITY OR TOWN AND STATE)	IF NATURALIZED, GIVE NAME AND LOCATION OF COURT WHICH ISSUED NATURALIZATION PAPERS AND DATE OF PAPERS	ADDRESS IN UNITED STATES
	Family Name	Given Name	Yrs.	Mo.					
1	Bates	William P.	50	4	M	W	July 16, 1881, Everett, Mass.		9 Forest Ave., Salem, Mass.
2	Cavanagh	George H.	21	5	M	W	June 26, 1910, Brookline, Mass.		1419 Beacon St., Dorset, Mass.
3									
4									
5									
6									
7									
8									

March 1932

William P. Bates Travels to Honduras on the ship *San Gil*.

The National Archives at Washington, D.C.; Washington, D.C.; Series Title: *Passenger Lists of Vessels Arriving at Boston, Massachusetts, 1891-1943*; NAI Number: 4319742; Record Group Title: *Records of the Immigration and Naturalization Service, 1787-2004*; Record Group Number: 85; Series Number: T843; NARA Roll Number: 374

U.S. DEPARTMENT OF LABOR
IMMIGRATION SERVICE

Record on this blank United States citizens and citizens of insular possessions of the United States arriving at a port of continental United States from a foreign port or a port of the insular possessions of the United States, and such citizens arriving at a port of said insular possessions from a foreign port, a port of continental United States, or a port of another insular possession.

LIST OF UNITED STATES CITIZENS
(FOR THE IMMIGRATION AUTHORITIES)

S.S. Munargo Sailing from Antilla, Cuba, May 20th, 1928, Arriving at Port of New York, May 20th, 1928

Number 89

No. on List	NAME IN FULL		AGE		Sex	Married or Single	IF NATIVE OF UNITED STATES INSULAR POSSESSION OR IF NATIVE OF UNITED STATES, GIVE DATE AND PLACE OF BIRTH (CITY OR TOWN AND STATE)	IF NATURALIZED, GIVE NAME AND LOCATION OF COURT WHICH ISSUED NATURALIZATION PAPERS AND DATE OF PAPERS	ADDRESS IN UNITED STATES
	Family Name	Given Name	Yrs.	Mo.					
1	Wood	Archie E.	29	1	M	W	June 29th 1898, New York, N. Y.		Wood, N. Y.
2	Ashburn	Sarah	47	7	F	W	Philadelphia, Pa. Nov. 20th 1874		57 - Race St. Phila. Pa.
3	Turleton	Louis	30	1	M	W	New York, N. Y. Dec 20th 1898		Dorset, N. Y.
4	Bates	William P.	48	4	M	W	July 16th 1881, Everett, Mass.		9 Forest Ave. Salem, Mass. 10 Suburban Place, Haverhill, N. Y.
5	Peet	Richard	18	1	M	W	New York City Jan. 4th 1910		
6	Peet	Florence	47	7	F	W	England Dec 18 1880		

William P. Bates Travels to Cuba on the ship *Munargo*

Passenger Lists of Vessels Arriving at New York, New York, 1820-1897. Microfilm Publication M237, 675 rolls. NAI: [6256867](https://www.ancestry.com/ark:/6190/3:1:3Q9M-CSK3-Q?i=100&cat=274). Records of the U.S. Customs Service, Record Group 36. National Archives at Washington, D.C.

Form 800
U. S. DEPARTMENT OF LABOR
IMMIGRATION SERVICE

Record on this blank United States citizens and citizens of insular possessions of the United States arriving at a port of continental United States from a foreign port or a port of the insular possessions of the United States, and such citizens arriving at a port of said insular possessions from a foreign port, a port of continental United States, or a port of another insular possession.

Number 255

LIST OF UNITED STATES CITIZENS

(FOR THE IMMIGRATION AUTHORITIES)

S. S. "San Lorenzo" Sailing from San Juan, P.R., Oct. 25th., 1928, Arriving at Port of New York, N.Y., Oct 29, 1928

No. on List	NAME IN FULL		AGE		Sex	IF NATIVE OF UNITED STATES INSULAR POSSESSION OR IF NATIVE OF UNITED STATES, GIVE DATE AND PLACE OF BIRTH (CITY OR TOWN AND STATE).	IF NATURALIZED, GIVE NAME AND LOCATION OF COURT WHICH ISSUED NATURALIZATION PAPERS, AND DATE OF PAPERS.	ADDRESS IN UNITED STATES
	Family Name	Given Name	Yrs.	Mos.				
1	Aran	Marie L.	38		F	San Juan, P.R. Oct. 25th. 1890		503 W. 111st St. N.Y.C.
2	Aran	Roberto	8		M	San Juan, P.R. Oct. 7th. 1925		503 W. 111st St. N.Y.C.
3	Aran	Marie B.	1		F	San Juan, P.R. Oct. 25th. 1927		503 W. 111st St. N.Y.C.
4	Bates	William P.	47		M	Everett, Mass. July 14th. 1881		Salem, Mass. 7 Forrest St.
5	Benitez	Emma	20		F	San Juan, P.R. June 3rd. 1908		51 W. 111st St. N.Y.C.

William P. Bates Travels to Puerto Rico on the ship *San Lorenzo* Passenger and Crew Lists of Vessels Arriving at New York, New York, 1897-1957. Microfilm Publication T715, 8892 rolls. NAI: [300346](#). Records of the Immigration and Naturalization Service; National Archives at Washington, D.C.

Form 800
Department of Commerce and Labor
IMMIGRATION SERVICE

SALOON, CABIN, AND STEERAGE ALIENS MUST BE COMPLETELY MANIFESTED.

LIST OR MANIFEST OF ALIEN PASSENGERS FOR THE UNITED STATES

Required by the regulations of the Secretary of Commerce and Labor of the United States, under Act of Congress approved February 20, 1907, to be delivered

S. S. Admiral Dewey sailing from Bondevu, Jamaica, August 25, 1908

No. on List	NAME IN FULL		Age	Sex	*Calling or Occupation	Able to— Read. Write.	Nationality (Country of which citizen or subject.)	Race or People.	Last Permanent Residence.		The name and complete address of nearest relative or friend in country whence alien came.	Final Destination.	
	Family Name	Given Name							Country.	City or Town.		State.	City or Town.
1	Bond	Charles P.	53	M	Editor	Yes	U.S. American	White	Waltham	Mass.	Own Property	Waltham	Mass.
2	Bond	Joseph W.	28	M	Student	Yes	U.S. American	White	Waltham	Mass.	Waltham	Mass.	Waltham
3	Bond	Charles P.	14	M	Student	Yes	U.S. American	White	Waltham	Mass.	Waltham	Mass.	Waltham
4	Bond	Carrie M.	19	F	in Lady	Yes	U.S. American	White	Waltham	Mass.	Waltham	Mass.	Waltham
5	Bates	William P.	27	M	Clerk	Yes	U.S. American	White	Waltham	Mass.	Waltham	Mass.	Waltham
6	Charon	Arthur L.	25	M	Attorney	Yes	U.S. American	White	Waltham	Mass.	Waltham	Mass.	Waltham

William P. Bates Travels to Jamaica on the ship *Admiral Dewey* The National Archives at Washington, D.C.; Washington, D.C.; Series Title: *Passenger Lists of Vessels Arriving at Boston, Massachusetts, 1891-1943*; NAI Number: 4319742; Record Group Title: *Records of the Immigration and Naturalization Service, 1787-2004*; Record Group Number: 85; Series Number: T843; NARA Roll Number: 125

Obituaries

Mrs. Sophie G. Sage

Mrs. Sophie Gibbs Sage, 93, of Salem, Mass., widow of Herbert H. Sage, died Friday at a Marblehead, Mass., hospital. Born in Watertown, N.Y., she lived most of her life in Salem. She was a member of Lafayette Street Methodist Church. She leaves a son, William G. Bates of Hartford, two grandchildren and four great-grandchildren. The funeral: Wednesday, 2 p.m., Full Memorial, 84 Washington Square, Salem, Mass. Burial: Greenlawn Cemetery, Salem. Calling hours: none. Donations: Memorial Fund of Lafayette Street Methodist Church, Salem.

Deaths

SAGE. In Marblehead, Mass. July 2, 1976, Mrs. Sophie L. (Gibbs) Sage of 9 Forest Avenue, Salem, Mass., widow of Herbert H. Sage. Funeral services will be held Wednesday, July 7th at 2 p.m. from the Full Memorial, Washington Square, Salem, Mass. There will be no visiting hours. Donations may be made in her memory to the Memorial Fund, of the Lafayette Street Methodist Church, Salem. Burial in Greenlawn Cemetery, Salem.

Sophie L. (Walker) (Gibbs) Sage Obituary Short, July 2, 1976

Hartford Courant; Publication Date: 3 Jul 1976; Publication Place: Hartford, Connecticut, USA



William P. Bates Gravestone

Find a Grave. Find a Grave. <http://www.findagrave.com/cgi-bin/fg.cgi>. Memorial ID: 215505838

SERIAL NUMBER 2677	1. NAME (Print) WILLIAM GIBBS BATES <small>(First) (Middle) (Last)</small>			ORDER NUMBER 718
2. ADDRESS (Print) 135 BRACE ROAD W. HARTFORD HFTD CONN. <small>(Number and street or R. F. D. number) (Town) (County) (State)</small>				
3. TELEPHONE HFTD 32-1694 <small>(Exchange) (Number)</small>	4. AGE IN YEARS 29 DATE OF BIRTH SEPT 15 1911 <small>(Mo.) (Day) (Yr.)</small>	5. PLACE OF BIRTH SALEM MASS. <small>(Town or county) (State or country)</small>	6. COUNTRY OF CITIZENSHIP U.S.A.	
7. NAME OF PERSON WHO WILL ALWAYS KNOW YOUR ADDRESS MRS. ELEANOR BLANEY BATES <small>(Mr., Mrs., Miss) (First) (Middle) (Last)</small>			8. RELATIONSHIP OF THAT PERSON WIFE	
9. ADDRESS OF THAT PERSON 135 BRACE ROAD W. HARTFORD HFTD CONN <small>(Number and street or R. F. D. number) (Town) (County) (State)</small>				
10. EMPLOYER'S NAME HARTFORD NATIONAL BANK & TRUST CO.				
11. PLACE OF EMPLOYMENT OR BUSINESS 777 MAIN STREET HFTD HFTD CONN <small>(Number and street or R. F. D. number) (Town) (County) (State)</small>				
I AFFIRM THAT I HAVE VERIFIED ABOVE ANSWERS AND THAT THEY ARE TRUE.				
REGISTRATION CARD D. S. S. FORM 1 <small>(over)</small>			16-17105 William J. Bates <small>(Registrant's signature)</small>	

National Archives at St. Louis; St. Louis, Missouri; WWII Draft Registration Cards for Connecticut, 10/16/1940-03/31/1947; Record Group: Records of the Selective Service System, 147; Box: 24

Wedding Plans

Miss Eleanor P. Blaney, daughter of Mr and Mrs J. Edwin Blaney of Salem, formerly of Swampscott, has chosen Saturday, July 24, for her wedding to Mr William Gibbs Bates of Hartford, Conn, and Salem, son of Mrs Sophie L. Bates of Salem and William P. Bates of Danvers.

The ceremony will take place at 4:30 o'clock at the First Universalist Church in Salem and Rev Tracy Pullman will officiate. Miss Blaney will have her former roommate at Smith College, Miss Marjorie Mott of Virginia, Minn, for her maid of honor. Her bridesmaids will be her cousin, Mrs Leonard Lawson of Winchester, the former Miss Katherine Thomas, and Miss Emily Myers of Franklin, Penn, Smith '35.

Mr Richard Bates of Salem will be best man for his brother and the ushers will include Mr Francis Blaney of Salem, Mr Ralston Pickering, also of Salem; Mr George Theriault of Hanover, N H. Mr Donald Crowther, Mr Henry Wakeman, and Mr William Knoderer of Hartford.

William G. Bates and Eleanor Blaney Wedding Plans Announcement

The Boston Globe; Publication Date: 19/ Jul/ 1937; Publication Place: Boston, Massachusetts, USA

HON DISC 4/1/45 ARMY ENLISTED

SERIAL NUMBER 2226		1. NAME (Print) RICHARD WALKER BATES		ORDER NUMBER 2108
2. ADDRESS (Print) 9 FOREST AVE. SALEM MASS.				
3. TELEPHONE Salem 784	4. AGE IN YEARS 22	5. PLACE OF BIRTH Salem Mass.	6. COUNTRY OF CITIZENSHIP U. S. A.	
7. NAME OF PERSON WHO WILL ALWAYS KNOW YOUR ADDRESS Mrs. Sophie Louise Bates				
8. RELATIONSHIP OF THAT PERSON Mother				
9. ADDRESS OF THAT PERSON 9 Forest Ave. Salem Mass.				
10. EMPLOYER'S NAME Brown University (student)				
11. PLACE OF EMPLOYMENT OR BUSINESS Providence R. I.				
I AFFIRM THAT I HAVE VERIFIED ABOVE ANSWERS AND THAT THEY ARE TRUE.				
REGISTRATION CARD D. S. S. Form 1				Richard W. Bates (Registrar's signature)

National Archives at St. Louis; St. Louis, Missouri; Draft Registration Cards for Massachusetts, 10/16/1940-03/31/1947; Record Group: Records of the Selective Service System, 147; Box: 50

201 WW I WW II KOREA **HON** ORIGINAL

1. NAME OF DECEASED - LAST - FIRST - MIDDLE (Print or Type) Bates, Richard Walker		14. NAME AND LOCATION OF CEMETERY (City and State) Greenlawn Cem. Salem, Mass.	
2. SERVICE NUMBER 31188656 31188686	3. PENSION OR VA CLAIM NUMBER 3903541	IMPORTANT - Item 18 on reverse side must be completed. See attached instructions and complete and submit both copies.	
4. ENLISTMENT DATE (Month, day, year) 11/28/42	5. DISCHARGE DATE (Month, day, year) 8/15/45 11 AUG 45	15. This application is submitted for a stone or marker for the unmarked grave of a deceased member or former member of the Armed Forces of the U. S., soldier of the Union or Confederate Armies of the Civil War or for an unmarked memorial plot for a non-recoverable deceased member. I hereby agree to accept responsibility for proper placement at the grave or memorial plot at no expense to the Government.	
6. STATE MASS	7. MEDALS PURPLE HEART	NAME OF APPLICANT (Print or Type) Mrs. Sophie L. Sage RELATIONSHIP Mother	
8. GRADE OR RANK A/C	9. BRANCH OF SERVICE, COMPANY, REGIMENT, DIVISION Army A/C AC TNG DET JACKSON/MISS	ADDRESS OF APPLICANT (Street address, City and State) 9 Forest Ave. Salem, Mass.	
10. DATE OF BIRTH (Month, day, year) 6/28/18	11. DATE OF DEATH (Month, day, year) 5/31/64	SIGNATURE OF APPLICANT Sophie L Sage DATE 6/12/64	
12. RELIGIOUS EMBLEM (Check one) <input checked="" type="checkbox"/> LATIN CROSS (Christian)		16. FREIGHT STATION Salem, Mass.	
13. CHECK TYPE REQUIRED <input checked="" type="checkbox"/> UPRIGHT MARBLE HEADSTONE		17. NAME OF CONSIGNEE WHO WILL TRANSPORT STONE OR MARKER Bart Dunn. Supt.	
DO NOT WRITE HERE		ADDRESS OF CONSIGNEE (Street address, City and State) Greenlawn Cem. Salem, Mass.	
FOR VERIFICATION 29 JUN 1964	ORDERED 4 AUG 1964	I HAVE AGREED TO TAKE THE STONE OR MARKER TO THE CEMETERY.	
B/L 605-335	CONTRACTOR BRONZE, INC. SOMMERVILLE, MASS.	SIGNATURE OF CONSIGNEE Bart M. Dunn	
AC Army Air Forces 1st Lt PH			

DD FORM 1330, 1 DEC 61 PREVIOUS EDITION IS OBSOLETE. APPLICATION FOR HEADSTONE OR MARKER Form Approved Budget Bureau No. 22-R205 **over**

National Archives at St. Louis, MO; St. Louis, MO, USA; Applications for Headstones, 1/1/1925 - 6/30/1970; NAID: NAID 596118; Record Group Number: 92; Record Group Title: Records of the Office of the Quartermaster General

BATES. William G. Bates, 85, of West Hartford, husband of Eleanor Blaney Bates, passed away Thursday (Jan. 22, 1997) at Hartford Hospital. Born in Salem, MA in 1911, he graduated from Tilton Academy, Dartmouth College (class of 1933) and the Amos Tuck School of Business. In 1934, he joined the investment dept. of the Hartford National Bank. During World War II, he served as a Naval Officer at Columbia University, at Princeton, and in the Pacific in the International School of World Affairs. In 1945, he joined the Aetna Insurance Co. where he served as Vice President and Treasurer. In 1960, he joined the Connecticut General Life Insurance Co. as Treasurer until his retirement. He was Past President of the Dartmouth Club of Hartford and the Civitan Club. He was an active member of St. Johns Episcopal Church. He formerly served on the Vestry and as Treasurer. He was on the Board of Trustees for the Ct. Institute for the Blind and the Hartford Easter Seal Association. In addition to his wife, Mr. Bates is survived by a son and a daughter-in-law, William C. and Carol Bates of Farmington; a daughter and son-in-law, Susan and Dr. James Margraf of Keene, NH; six grandchildren, Christopher, Sage, James, Sydney, Carey, Katherine and her husband, David and a great-grandchild, Samantha. A memorial service will be Saturday, Jan. 25, 1 p.m., St. Johns Episcopal Church, 679 Farmington Ave., West Hartford. Memorial donations may be made to St. Johns Episcopal Church or the Connecticut Institute for the Blind, 120 Holcomb St., Hartford, CT 06112. Taylor & Modeen Funeral Home, 136 S. Main St., West Hartford has care of arrangements.

William G. Bates Obituary, January 24, 1997

Hartford Courant; Publication Date: 24 Jan 1997; Publication Place: *Hartford, Connecticut, USA*

✓

Record for Divorce

Husband's name in full
Herbert H. Sage
Residence Address unknown
Wife's name in full
Helen L. Sage
Residence Hanover, N. H.
Docket Number #3944
Date of Marriage Oct. 7, 1913
Place of Marriage New York, N. Y.
Sex of Libelant female
Was case contested? no
Date of Decree Feb. 10, 1945
Cause Abandonment
.....
Number of minor children affected by decree...0

The State of New Hampshire

Graftonss. Superior Court

I certify that the above record is correct.

Winifred Coates
.....
Deputy Clerk.

Date 2-7-45

Form V. S. 14
10-14-2M

6077

DEEDS

Massachusetts Cultural Resource Information System

Scanned Record Cover Page

Inventory No:	SAL.4356
Historic Name:	Gibbs, Calvin F. and Mary L. Walker Double House
Address:	9-11 Forest Ave
City/Town:	Salem
Village/Neighborhood:	South Salem;
Local No:	
Year Constructed:	1912
Architectural Style(s):	No style;
Use(s):	Multiple Family Dwelling House; Other Residential;
Significance:	Architecture;
Area(s):	SAL.GN
Designation(s):	
Building Materials:	Roof: Asphalt Shingle; Wall: Wood; Wood Shingle; Foundation: Concrete Cinderblock;
Demolished	No



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

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

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

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

This file was accessed on: Friday, March 25, 2022 at 12:16 AM

FORM B – BUILDING

Assessor's Number USGS Quad Area(s) Form Number

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

32-019 - 01 02	Salem	GN	SAL.4356
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Town/City: Salem

Place: (*neighborhood or village*):
South Salem

Address: 9-11 Forest Avenue

Historic Name: Calvin F. and Mary L. Gibbs Double House

Uses: Present: multiple family residence (condominium)

Original: multiple family residence

Date of Construction: 1912

Source: deeds, historic atlases

Style/Form: Shingle/hipped block

Architect/Builder: unknown

Exterior Material:

Foundation: rock-faced molded concrete block

Wall/Trim: wood shingles/wood

Roof: asphalt shingles

Outbuildings/Secondary Structures:

Garage, 1912

Major Alterations (*with dates*):

Window sash replaced

Condition: good

Moved: no yes **Date:**

Acreeage: appro . 0.30

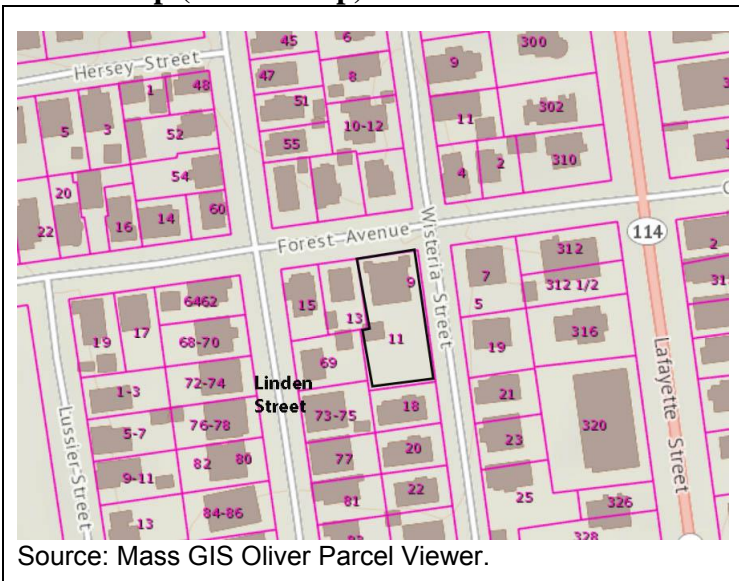
Setting: The house is situated in a dense urban residential area characteri ed by single and multiple family dwellings built between the mid-19th century and the mid-20th century.

Photograph



View from NE.

Locus Map (north at top)



Source: Mass GIS Oliver Parcel Viewer.

Recorded by: Neil Larson Kathryn Grover

Organization: Salem Dept. of Planning Development

Date (*month / year*): June 2019

RECEIVED
CT
MASS. HIST. COMM.

INVENTORY FORM B CONTINUATION SHEET

SALEM

9-11 Forest Avenue

MASSACHUSETTS HISTORICAL COMMISSION

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

GN

SAL.4356

Recommended for listing in the National Register of Historic Places.

If checked, you must attach a completed National Register Criteria Statement form.

ARCHITECTURAL DESCRIPTION:

The Calvin F. and Mary L. Gibbs Double House, built 1912, is a two-story wood frame double house with identical, mirrored dwellings side-by-side. Entrance bays at the front corners are stepped back behind the Forest Avenue facade, which contains two widely-spaced windows on each floor, one for each unit; porches distinguish the entrances, projecting past both front and side elevations and fronted by columns, and windows surmount them in the second story of the recessed bays. The eave lines on all four sides are decorated with small brackets. Side elevations are identical with bay windows centered and flanked by single windows on the first story, three windows on the second and a hipped-roof dormer centered in the roof. The first story of the rear facade is spanned by a porch with turned posts, beneath which are back doors for each unit and double windows. The second story follows the same pattern with windows at the ends instead of doorways. A dormer with paired windows is centered in the roof. There are stairs at the corners of the porch, which has been extended with an open deck in the center.

The house is built out within a few feet of the front and side lot lines behind grassy setbacks. A large rear yard occupies the equivalent of another house lot, and there is a one-story masonry two garage with a stucco exterior and a hipped roof. What appear to be original glazed doors raise and pivot to open.

HISTORICAL NARRATIVE:

In March 1912, Martha L. Roberts sold one lot and part of another on Forest Avenue in Salem to Mary L. Gibbs (1855-1954).¹ The lots were within a 32-lot subdivision that Salem merchant James Fergus Almy (1833-99) platted in 1896 around his own Lafayette Street homestead, between the south side of Forest Avenue and the north side of Lincoln Avenue and ranging west to Park Avenue. Almy, a native of North Adams and a principal in the longtime Salem department store Almy, Bigelow, and Washburn, had been acquiring large tracts of land in South Salem since at least the 1860s, when he, coal and wood dealer Charles S. Clark, and Nathaniel Wiggin acquired the Ezekiel Hersey Derby estate in South Salem. Almy, sometimes solely and sometimes with Clark, filed at least a dozen subdivisions plans in the area from 1866 until his death. The Forest Avenue lots were part of an 18-lot subdivision Almy recorded in 1866. It ran in a rough U shape from the Boston and Maine rail corridor on the west to the west side of Lafayette Street and from Loring Avenue (then the Lynn Road) to Park Avenue, and it embraced parts of Broadway and Maple, Lincoln, and Forest Avenues. Almy's 1896 plan was for a section of this larger tract. The lots conveyed to Gibbs in 1912 were lots 13, at the southwest corner of Forest Avenue and Wisteria Street, and part of lot 12 just west of lot 13.² By 1912 Gibbs's husband Calvin F. Gibbs (1852-1930) is listed at 9 Forest Avenue in the Salem street directory.

Born in Black River, New York, Calvin F. Gibbs began his career as a druggist in nearby Watertown, but for most of his life he managed F. W. Woolworth's stores for Frank Winfield Woolworth, said to be a childhood friend; Woolworth was born in the same year as Gibbs in Rodman, New York, about 15 miles from Black River, and clerked in a dry goods store in Watertown before beginning his chain of "five-cent stores" in 1879. Gibbs managed Woolworth stores in Utica (where the first, though unsuccessful, F. W. Woolworth's was founded) and Manchester, New Hampshire, before moving to Salem in the late 1890s.³ By 1899 he was living at 343 Lafayette Street with his wife, Mary L. Walker Gibbs, and their daughter Sophie Louise (1872-1946), and managed Woolworth's Salem store on Essex Street. By 1910 he was managing the Woolworth's in the Arcade building on Washington Street in Boston. Gibbs and his family lived at 12 Laurel Street in Salem in that year with one live-in domestic servant who had emigrated from Finland in 1900. When he moved into the new house at 9 Forest Avenue, he rented the other side, numbered 11 Forest Avenue, to Will W. Copley (1864-1931), a Connecticut native who managed a Peabody glue and gelatin factory. He lived with his wife Eva C. Swift Copley (1863-1940) and their children Louise, Eleanor, and Kenneth, born between 1890 and 1902. By 1930 Kenneth was a clerk in Boston and Louise a society reporter for the Salem Evening News;

¹ Martha L. Roberts to Mary L. Gibbs, 20 March 1912, SECD 2134:512.

² "Plan of a Portion of the Derby Farm in Salem," July 1867, SECP 727:300; "House Lots on Lafayette Street, Wisteria St., & Forest Park Lincoln Avenues, Salem, Mass., 10 December 1896, SECP 149 :1.

³ "Calvin F. Gibbs Dead in Salem in 77th Year," *Boston Globe*, 23 June 1930, 5.

INVENTORY FORM B CONTINUATION SHEET

SALEM

9-11 Forest Avenue

MASSACHUSETTS HISTORICAL COMMISSION

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

GN

SAL.4356

both then still lived in their parents' household. After Will Copley's death, his widow and children Louise and Kenneth remained at 11 Forest Avenue until about 1941; by 1944 they had moved to 24 Lafayette Street.⁴

Calvin Gibbs died in 1930, and his widow Mary and married daughter Sophie L. Bates continued to own and occupy 9 Forest Avenue. Sophie Gibbs had married Everett-born clerk William Proctor Bates in 1910 and had lived with him and their sons William G. and Richard W. Bates at Forest Avenue in 1920; Bates managed a grocery storage facility. By 1930, Sophie Bates and her sons were living with her parents, perhaps because her father was ill, while her husband remained at Forest Avenue with a housekeeper. By 1940 9-11 Forest Avenue was occupied by Mary Gibbs, then 2 years old, daughter Sophie Bates, grandson Richard, then 21 years old, and the widowed Eva Copley. In 194 , Sophie Gibbs Bates married again, to clerk and salesman Herbert Henry Sage (1 2-1965), and the couple lived with her mother at 9 Forest Avenue. Sage was born on Long Island to English immigrant parents and pursued numerous careers; he was a bank clerk in 1910, a publishing house clerk in 1920, a dairy farmer in Windsor, Vermont, in 1930, and an automobile salesman in Salem by 1941. By 194 he was clerking at Eaton the Druggist in Salem.

The Sages remained at 9 Forest Avenue until they died, and in 19 7 Sophie Sage's son from her first marriage, William G. Bates, and the executor of Sage's will sold 9-11 Forest Avenue to John E. Curtis and Mary M. Peever.⁵ Curtis and Peever defaulted on their mortgage with Gloucester Cooperative Bank three years later, and the bank sold the property to Pelham Realty Trust. In 19 1 Pelham Realty trustee Virginia Carson converted the house into two condominiums and sold 11 Forest Avenue to C. Ronald and Susan C. Gilchrist in September 19 2; they in turn sold the condominium in 19 4 to Richard M. and Debra C. Lobsit , the owners of record in 2019.⁶ Carson sold 9 Forest Avenue in January 19 3 to Steven A. Sass and Ellen A. Golub, who owned it for three years; Frank H. and Karolyn S. Jernigan owned the condominium from 19 6 to late 1996. Wells Fargo Bank foreclosed on the mortgage on the 9 Forest Avenue condominium in 2010, and in the same year the Federal National Mortgage Association sold the property to Craig M. Schoelles and Dee A. Risely, who owned 9 Forest Avenue in 2019.

BIBLIOGRAPHY and/or REFERENCESPublished Sources

Arrington, Benjamin F., ed. *Municipal History of Essex County in Massachusetts*. New York: Lewis Historical Publishing Co., 1922.

Hurd, D. Hamilton. *History of Essex County, Massachusetts*. Philadelphia: J. W. Lewis, 1 .

Jones, Arthur B. *The Salem Fire*. Boston: Gorham Press, 1914. Internet Archive, <https://archive.org/details/salemfire00jones>.

Longley, Edmund W., et al., *Salem Rebuilding Commission*. Salem: Newcomb Gauss, 191 .Salem State University Digital Commons, Books, Pamphlets, and Documents: Great Salem Fire of 1914, http://digitalcommons.salemstate.edu/fire_documents/3.

Archival Sources

Boston MA. Massachusetts Historical Commission. Historic Resource Survey reports and forms and National Register Nomination Forms for Salem properties. Massachusetts Cultural Resource Information System. <http://mhc-macris.net/inde .htm>. Salem, MA. Assessor's Records

Historic Commission Records including local survey forms architecture series booklets

⁴ The 1930 census mistakenly shows state boiler inspector Henry Bushek and his family as owning 11 Forest Avenue, but directories consistently show Bushek at 13 Forest Avenue.

⁵ William G. Bates, West Hartford CT, to John E. Curtis and Mary M. Peever, 9-11 Forest Avenue, 25 January 19 , SECD 6324:29 ; Naumkeag Trust Company, e cutive will Sophie L. Sage, to John E. Curtis and Mary M. Peever, 14 Feburay 19 , SECD 6324:29

⁶ Gloucester Cooperative Bank to William E. and Louise H. Pelletier, trustees Pelham Realty Trust, 10 March 19 0, SECD 6692:69; Master Deed of 9-11 Forest Avenue Condominiums, 2 September 19 1, SECD 6 69:4; Virginia Carson and William E. Pelletier, trustees 9-11 Forest Avenue Condominium Trust, declaration of trust, 2 September 19 1, SECD 6 69:22; Virginia Carson, trustee Pelham Realty Trust, to C. Ronald and Susan C. Gilchrist, 1 September 19 2, SECD 69 9:106; C. Ronald and Susan G. Gilchrist to Ricahrd M. and Debra C. Lobsit , 13 September 19 4, SECD 5 1:14.

Virginia Carson, trustee Pelham Realty Trust, to Steven A. Sass and Ellen A. Golub, 9 Forest Avenue, 14 January 19 3, SECD 032:53 ; Steven A. Sass and Ellen Golub to Frank H. and Karolyn S. Jernigan, 9 Forest Avenue, 31 October 19 6, SECD 603:355; Frank H. and Karolyn S. Jernigan to Karolyn S. Jernigan, 26 June 1996, SECD 13 00:225; Frank H. and Karolyn S. Jernigan to Karolyn S. Jernigan, 26 June 1996, SECD 13 00:225; Wells Fargo Bank to Federal National Mortgage Association, 12 March 2010, SECD 29391:4 3; Wells Fargo Bank to Federal National Mortgage Association, 12 March 2010, SECD 29391:4 3.

INVENTORY FORM B CONTINUATION SHEET

SALEM

9-11 Forest Avenue

MASSACHUSETTS HISTORICAL COMMISSION

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

GN	SAL.4356
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Salem MA. Southern Esse Registry of Deeds. Plan and deed records

Salem City Directories.

Washington, D.C. U.S. Bureau of Census. United States Censuses. 1 90-1940. <http://www.ancestry.com>

Internet Sources

MHC Reconnaissance Survey Town Report: Salem. 19 5. https://www.sec.state.ma.us/mhc/mhcpdf/townreports/Esse_sal.pdf.

Massachusetts Newspapers. Newspapers.com and GenealogyBank.com.

Genealogy, Family Trees Family History Records. Ancestry.com.

Google Books Search. Google.com.

Massachusetts Vital Records. AmericanAncestors.org.

Maps

1 2 Atlas of Esse County. D. G. Beers.

1 90, 1906, 1906-50, 195 . Sanborn Map Company Fire Insurance Maps.

FIGURES

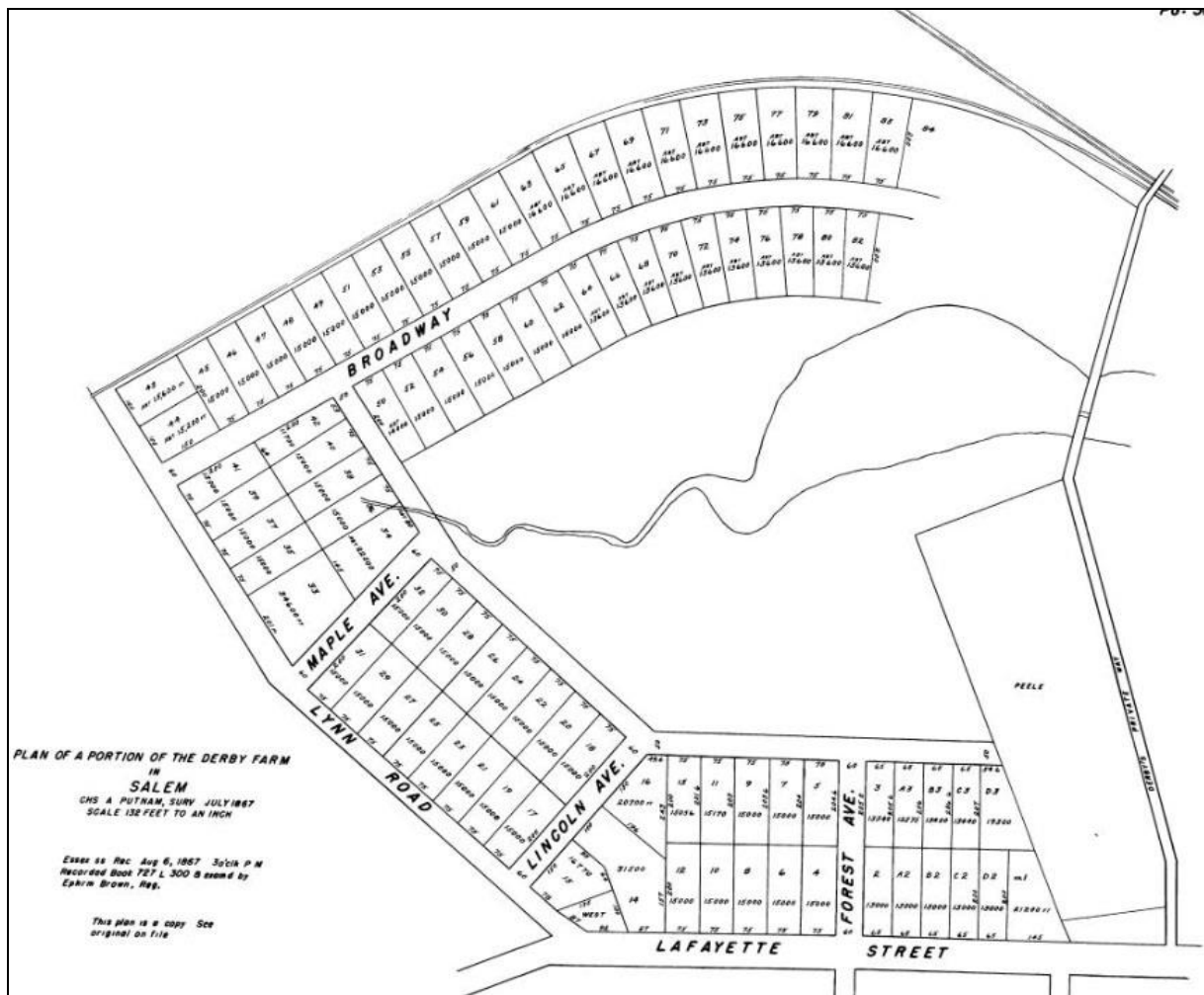


Fig.1: The 1 6 Almy plan of this part of the Derby estate shows Forest Avenue before Wisteria Street was laid out between Forest and Lincoln Avenues (SECP 2 :300).

INVENTORY FORM B CONTINUATION SHEET

SALEM

9-11 Forest Avenue

MASSACHUSETTS HISTORICAL COMMISSION

Area(s) Form No.

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

GN	SAL.4356
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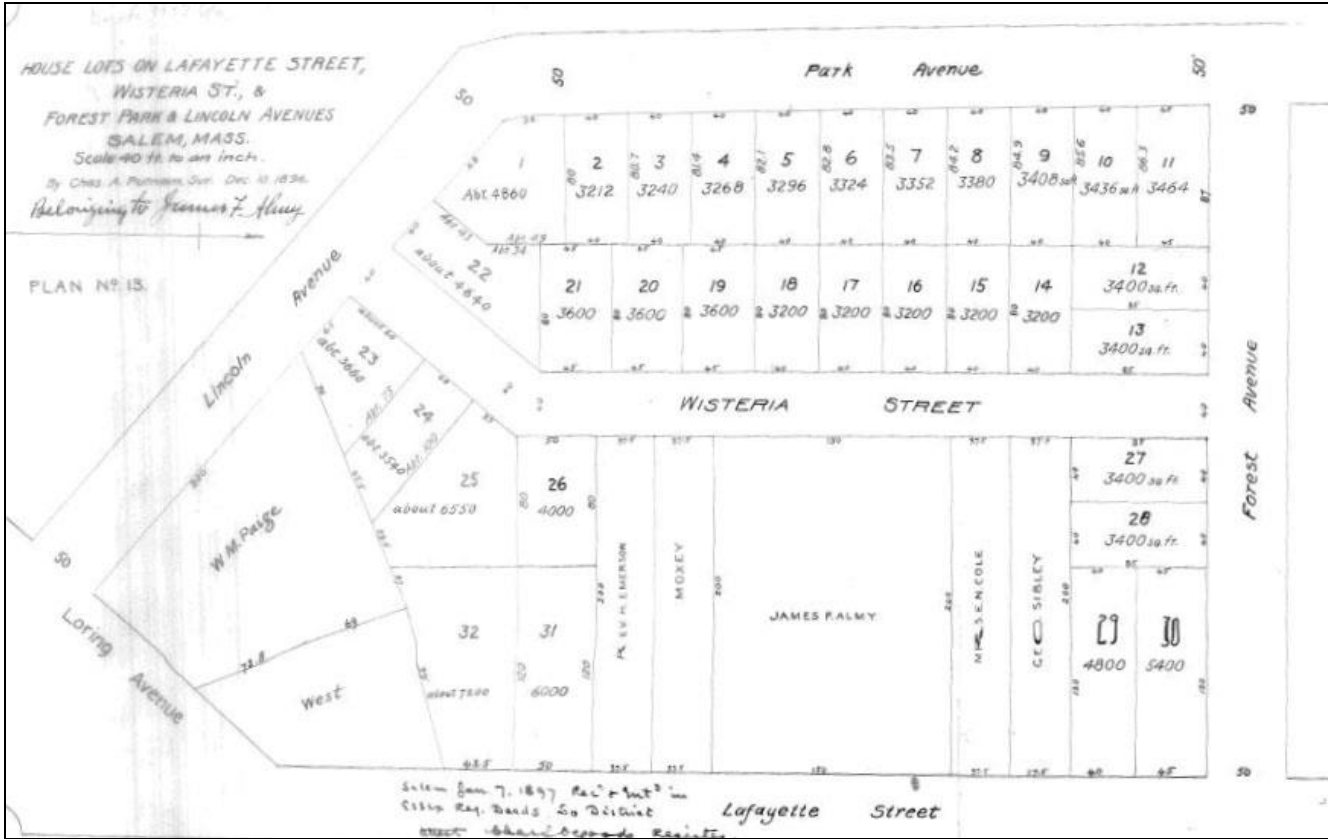


Fig.2: This 196 plan shows lots 12 and part of 13, where 9-11 Forest Avenue was built, at the corner of Forest Avenue and Wisteria Street (SECP 149 :1).

INVENTORY FORM B CONTINUATION SHEET

SALEM

9-11 Forest Avenue

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

GN	SAL.4356
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PHOTOGRAPHS (all photos by Neil Larson, 2019)



View from NW.



View from east.

5 125

P.C. 10

Property Address: 9 Forest Avenue, Unit 9, 9-11 Forest Avenue 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 Jacqueline B. Broadnax

to Mortgage Electronic Registration Systems, Inc.

dated April 9, 2004 and recorded with the Essex County (Southern District) Registry of Deeds at Book 22670, Page 500

, by the power conferred by said mortgage and

every other power for TWO HUNDRED THIRTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-ONE AND 48/100 (\$237,881.48) DOLLARS

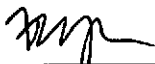
paid, grants to Federal National Mortgage Association, P.O. Box 650043, Dallas, TX 75265-0043 , the premises conveyed by said mortgage.

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

WITNESS the execution and the corporate seal of said national association this 12th day of March, 2010.

Bx 28

Wells Fargo Bank, N.A.

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

*For signatory authority, see Limited Power of Attorney recorded with the Essex County (Southern District) Registry of Deeds at Book 29187, Page 334

Commonwealth of Massachusetts

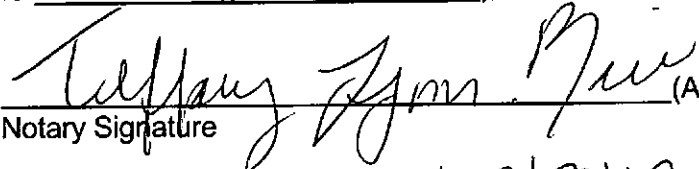
Middlesex, ss.

March 12, 2010

On this 12th day of March 2010, before me, the undersigned notary public, personally appeared Francis J. Nolan, proved to me through satisfactory evidence of identification, which were personal knowledge (form of identification), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that hesigned it voluntarily for its stated purpose.

Capacity: (as Attorney in Fact*

for Wells Fargo Bank, N.A.).

 (Affix Seal)
Notary Signature

My commission expires: 10/28/2010



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 February 4, 2010, February 11, 2010 and February 18, 2010 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 Wells Fargo Bank, N.A. sold the mortgaged premises at public auction by Barton Hyte, a duly licensed auctioneer, to Wells Fargo Bank, N.A. for TWO HUNDRED THIRTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-ONE AND 48/100 (\$237,881.48) 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 National Mortgage Association, as evidenced by assignment of bid to be recorded herewith as Exhibit 'B'.

Wells Fargo Bank, N.A.

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

*For signatory authority, see Limited Power of Attorney recorded with the Essex County (Southern District) Registry of Deeds at Book 29187, Page 334

Commonwealth of Massachusetts

Middlesex, ss.

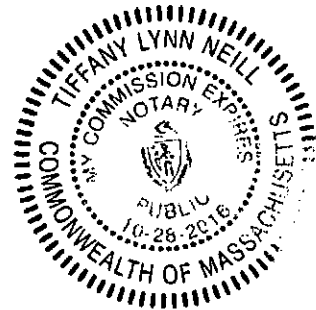
March 12, 2010

On this 12th day of March 2010, before me, the undersigned notary public, personally appeared Francis J. Nolan, proved to me through satisfactory evidence of identification, which were personal knowledge (form of identification), to be the person whose name is signed on the preceding or attached document, who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Capacity: (as Attorney in Fact*)

for Wells Fargo Bank, N.A.)

[Signature] (Affix Seal)
Notary Signature



My commission expires: 10/28/2016

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 Jacqueline B. Broadnax to Mortgage Electronic Registration Systems, Inc., dated April 9, 2004 and recorded with the Essex County (Southern District) Registry of Deeds at Book 22670, Page 500, 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 March 1, 2010, on the mortgaged premises located at 9 Forest Avenue, Unit 9, 9-11 Forest Avenue Condominium, Salem, Essex County, Massachusetts, all and singular the premises described in said mortgage.

TO WIT :

Unit 9 of the 9-11 Forest Avenue Condominium, more particularly described as follows: The "Unit" known as Unit No. 9, having a post office address of 9 Forest Avenue, Salem, Massachusetts, 01970, in a condominium known as 9-11 FOREST AVENUE CONDOMINIUM and established pursuant to Massachusetts General Laws, Chapter 183A, as amended, by Master Deed dated September 28, 1981, and recorded with Essex South District Registry of Deeds at Book 6869, Page 4, as amended. Together with an undivided percentage interest in the common areas and facilities of said Condominium and together with the rights, if any, to exclusive use of the common areas and facilities of said Condominium as more fully set forth in the aforesaid Master Deed and the Unit Deed. Together with the benefit of and subject to the easements, restrictions, conditions, rights and obligations set forth or referred to in said Master Deed, Unit Deed and provisions of the 9-11 Forest Avenue Condominium Trust, its by-laws and Rules and Regulations, recorded with said Registry of Deeds, as the same may from time to time be amended by Instruments of record. The Post Office address of the unit is: 9 Forest Avenue, Salem, MA 01970. The Unit is shown on a plan recorded with the first deed of this unit, and on plans filed with the Master Deed, to which is affixed a verified statement in the form provided by G.L. c. 183A s. 9 and is conveyed subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in G.L. c. 183A, the Master Deed, the documents establishing the organization of unit owners and the by-laws as amended of record. Each of the Units in the condominium is intended for residential purposes and such other uses as are set forth in the Master Deed.

For mortgagor's(s)' title see deed recorded with Essex County (Southern District) Registry of Deeds in Book 17947, Page 3.

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
200910-0317 - YEL

SN - 2/4, 2/11, 2/18/10

2
125

mc7


2010072800362 Bk:29635 Pg:22
07/28/2010 02:31 DEED Pg 1/2

MASSACHUSETTS (warrantics)

revised 01/02/92
REO #P1002NR

FEDERAL NATIONAL MORTGAGE ASSOCIATION A/K/A FANNIE MAE, a corporation organized under an Act of Congress and existing pursuant to the Federal National Mortgage Association Charter Act, having its principal office in the City of Washington, District of Columbia, and an office for the conduct of business of P.O. Box 650043, Dallas, TX 75265-0043, (hereinafter called the Grantor) for consideration of **TWO HUNDRED SIXTY THOUSAND AND 00/100 (\$260,000.00) DOLLARS PAID**, grants to **Craig M. Schoelles and Dee A. Risley** of 42 Charles Street, Salem, MA 01970, with quitclaim covenants,

Unit 9 of the 9-11 Forest Avenue Condominium, more particularly described as follows:

The 'Unit' known as Unit No. 9, having a post office address of 9 Forest Avenue, Salem, Massachusetts, 01970, in a condominium known as 9-11 FOREST AVENUE CONDOMINIUM and established pursuant to Massachusetts General Laws, Chapter 183A, as amended, by Master Deed dated September 28, 1981, and recorded with Essex South District Registry of Deeds at Book 6869, Page 4, as amended.

Together with an undivided percentage interest in the common areas and facilities of said Condominium and together with the rights, if any, to exclusive use of the common areas and facilities of said Condominium as more fully set forth in the aforesaid Master Deed and the Unit Deed.

Together with the benefit of and subject to the easements, restrictions, conditions, rights and obligations set forth or referred to in said Master Deed, Unit Deed and provisions of the 9-11 Forest Avenue Condominium Trust, its by-laws and Rules and Regulations, recorded with said Registry of Deeds, as the same may from time to time be amended by instruments of record.

The Post Office address of the unit is: 9 Forest Avenue, Salem, MA 01970.

The Unit is shown on a plan recorded with the first deed of this unit, and on plans filed with the Master Deed, to which is affixed a verified statement in the form provided by G.L. c. 183A s. 9 and is conveyed subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in G.L. c. 183A, the Master Deed, the documents establishing the organization of unit owners and the by-laws as amended of record.

Each of the Units in the condominium is intended for residential purposes and such other uses as are set forth in the Master Deed.

FOR TITLE REFERENCE, see Foreclosure Deed recorded with the Essex County (Southern District) Registry of Deeds in Book 29391, Page 483.

UNDER AND SUBJECT to any existing covenants, easements, encroachments, conditions, restrictions, and agreements affecting this property.

THIS DEED is given in the usual course of the Grantor's business and is not a conveyance of all or substantially all of the Grantor's assets in Massachusetts.

THE GRANTOR is exempt from paying the Massachusetts state excise stamp tax by virtue of 12 United States Code §1452, §1723a, or §1825.

TOGETHER WITH all and singular the improvements, ways, streets, alleys, passages, water, watercourses, right, liberties, privileges, hereditaments, and appurtenances whatsoever hereto belonging or in anywise appertaining and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor in law, equity, or otherwise howsoever, of and to the same and every part thereof.

WITNESS the execution and the corporate seal of said corporation this 20th day of July, 2010.

FEDERAL NATIONAL MORTGAGE ASSOCIATION
A/K/A FANNIE MAE
By: Harmon Law Offices, PC, its attorney in fact

By: Wendy Carlson, Authorized Signer

FOR SIGNATORY AUTHORITY, SEE LIMITED POWER OF ATTORNEY RECORDED AT THE ESSEX COUNTY (SOUTHERN DISTRICT) REGISTRY DISTRICT OF THE LAND COURT AS DOCUMENT NO. 495215. SEE VOTE RECORDED AT LAND COURT DOCUMENT NO. 495216.

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

July 20, 2010

On this 20th day of July, 2010, before me, the undersigned notary public, personally appeared Wendy Carlson, as Authorized Signer for Harmon Law Offices, PC, as Attorney In Fact for Federal National Mortgage Association a/k/a Fannie Mae, 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 National Mortgage Association a/k/a Fannie Mae, before me,

Amy K Russo
Notary Public: Amy K. Russo
My Commission Expires: 8/15/2014



After recording please return to:
OHIO SAVINGS BANK ATTN: DOCUMENT CONTROL


2004041400886 Bk:22670 Pg:500
04/14/2004 15:22:00 MTG Pg 1/17

[Company Name]

17
175
[Name of Natural Person]

1111 CHESTER AVE
[Street Address]

CLEVELAND, OH 44114
[City, State Zip Code]

[Space Above This Line For Recording Data]

MORTGAGE

MIN: 100162500079287661

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 April 9, 2004, together with all Riders to this document.

(B) "Borrower" is JACQUELINE B. BROADNAX, A MARRIED WOMAN

. Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is V. I. P. MORTGAGE CORP.

Lender is a corporation organized and existing under the laws of THE STATE OF MASSACHUSETTS. Lender's address is 265 NEWBURY ST., PEABODY, MA 01960

(E) "Note" means the promissory note signed by Borrower and dated April 9, 2004. The Note states that Borrower owes Lender two hundred forty thousand and NO/100ths Dollars (U.S. \$ 240,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1, 2034.

LOAN NUMBER: 7928766

Massachusetts Mortgage-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
—THE COMPLIANCE SOURCE, INC.—
www.compliancesource.com

Page 1 of 13

MERS Modified Form 3022 01/01
14301MA 08/00 Rev. 01/04
©2003, The Compliance Source, Inc.



2

We, James E. Broadnax and Jacqueline B. Broadnax of Salem, Essex County, Massachusetts, for nominal consideration grant to Jacqueline B. Broadnax, of Unit 9, 9 Forest Street, Salem, Essex County, Massachusetts, with QUITCLAIM COVENANTS

Unit 9 of the 9-11 Forest Avenue Condominium, more particularly described as follows:

The "Unit" known as Unit No. 9, having a post office address of 9 Forest Avenue, Salem, Massachusetts, 01970, in a condominium known as 9-11 FOREST AVENUE CONDOMINIUM and established pursuant to Massachusetts General Laws, Chapter 183A, as amended, by Master Deed dated September 28, 1981, and recorded with Essex South District Registry of Deeds at Book 6869, Page 4, as amended.

Together with an undivided percentage interest in the common areas and facilities of said Condominium and together with the rights, if any, to exclusive use of the common areas and facilities of said Condominium as more fully set forth in the aforesaid Master Deed and the Unit Deed.

Together with the benefit of and subject to the easements, restrictions, conditions, rights and obligations set forth or referred to in said Master Deed, Unit Deed and provisions of the 9-11 Forest Avenue Condominium Trust, its by-laws and Rules and Regulations, recorded with said Registry of Deeds, as the same may from time to time be amended by instruments of record.

The Post Office address of the unit is: 9 Forest Avenue, Salem, MA 01970.

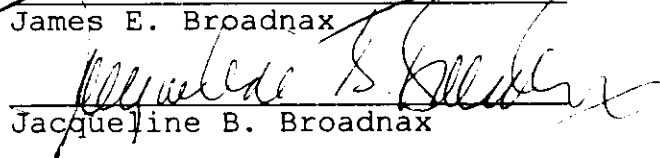
The Unit is shown on a plan recorded with the first deed of this unit, and on plans filed with the Master Deed, to which is affixed a verified statement in the form provided by G.L. c. 183A s. 9 and is conveyed subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in G.L. c. 183A, the Master Deed, the documents establishing the organization of unit owners and the by-laws as amended of record.

Each of the Units in the condominium is intended for residential purposes and such other uses as are set forth in the Master Deed.

For title reference see deed from Karolyn S. Jernigan to the grantors dated December 2, 1996, recorded with said Deeds at Book 13871, Page 233.

Witness our hands and seals this 23rd day of November, 2001.


James E. Broadnax

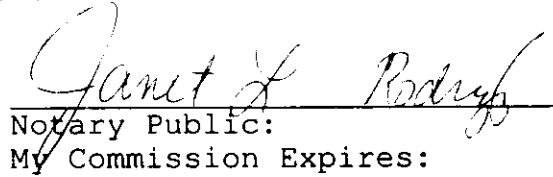

Jacqueline B. Broadnax

COMMONWEALTH OF MASSACHUSETTS

Essex, SS.

November 23, 2001

Then personally appeared the above-named James E. Broadnax and Jacqueline B. Broadnax and acknowledged the foregoing instrument to be their free act and deed, before me.


Notary Public:
My Commission Expires:

25

RESIDENTIAL CONDOMINIUM UNIT DEED

I, Karolyn S. Jernigan,
of Salem, Massachusetts,

For Consideration Paid of ONE HUNDRED SIXTY ONE THOUSAND FIVE HUNDRED
AND NO/100 (\$161,500.00) DOLLARS

Grant to James E. Broadnax and Jacqueline B. Broadnax, Husband and Wife as Tenants
by the Entirety, both

of Unit 9, 9-11 Forest Avenue, Salem, Massachusetts,

with QUITCLAIM COVENANTS

Unit 9, of the 9-11 Forest Avenue Condominium, more particularly described in "Schedule A
Description" attached hereto and made a part hereof by reference.

The Post Office address of the unit is:

9 Forest Avenue
Salem, MA 01970

The unit is shown on a plan recorded with the first deed of this unit, and on plans filed with the
Master Deed, to which is affixed a verified statement in the form provided by G.L. c. 183A s.
9, and is conveyed subject to and with the benefit of the obligations, restrictions, rights and
liabilities contained in G.L. c. 183A, the Master Deed, the documents establishing the
organization of unit owners and the By-Laws as amended of record.

Each of the units in the Condominium is intended for residential purposes and such other uses
as are set forth in the Master Deed.

For my Title see Unit Deed from Frank H. Jernigan and Karolyn S. Jernigan, dated June 26,
1996 and recorded with the Essex County Registry of Deeds Book 13700, Page 225.

Executed under seal this 2nd day of December, 1996.


Karolyn S. Jernigan

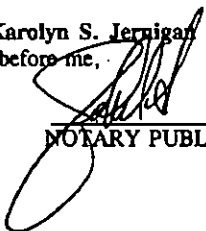
COMMONWEALTH OF MASSACHUSETTS

Essex, SS.

December 2, 1996

Then personally appeared the above-named Karolyn S. Jernigan and acknowledged the
foregoing instrument to be her free act and deed, before me.

My commission expires: 02/21/97


NOTARY PUBLIC: John A. Morin

Return:
James E. Broadnax
9 Forest Ave.
Salem MA 01970

SCHEDULE A DESCRIPTION

The "Unit" known as Unit No. 9, having a post office address of 9 Forest Avenue, Salem, Massachusetts 01970, in a condominium known as 9-11 FOREST AVENUE CONDOMINIUM and established pursuant to Massachusetts General Laws, Chapter 183A, as amended, by Master Deed dated September 28, 1981, and recorded with the Essex South District Registry of Deeds at Book 6869, Page 4, as amended.

Together with an undivided percentage interest in the common areas and facilities of said Condominium and together with the rights, if any, to exclusive use of the common areas and facilities of said Condominium as more fully set forth in the aforesaid Master Deed and the Unit Deed.

Together with the benefit of and subject to the easements, restrictions, conditions, rights and obligations set forth or referred to in said Master Deed, Unit Deed and provisions of the 9-11 FOREST AVENUE CONDOMINIUM TRUST, its by-laws and Rules and Regulations, recorded with said Registry of Deeds, as the same may from time to time be amended by instruments of record.

DEEDS REG 10
ESSEX SOUTH

12/02/96

CANCELLED

TAX 736.44
CASH 736.44

7255A000 14:26
EXCISE TAX

DEED

9 Forest Avenue, Salem, Massachusetts

FRANK H. JERNIGAN and KAROLYN S. JERNIGAN, husband and wife, as tenants by the entirety, as owners of a condominium having an address at 9-11 Forest Avenue, Salem, Essex County, Massachusetts, which is known as 9-11 Forest Avenue Condominium and which was created by a master deed dated September 28, 1981, recorded with Essex South District Registry of Deeds, Book 6869, Page 4, for nominal consideration paid, hereby grant to KAROLYN S. JERNIGAN, of 9 Forest Avenue, said Salem, with QUITCLAIM COVENANTS, the Unit No. 9 as described in the floor plans attached to deed recorded with said Deeds, Book 8603, Page 355. A verified statement in the form provided for in Section 9, Chapter 183A, of the General Laws of Massachusetts is attached to such unit plan.

Said Unit No. 9 is hereby conveyed together with in undivided fifty (50) percent interest in the Common Areas and Facilities as defined and described in said Master Deed, together with an exclusive right to use the one parking space and the exclusive use and enjoyment of certain land area as designated on said plan filed with said Master Deed.

The said unit is subject to and has the benefit of all applicable provisions of the Master Deed and the By-Laws of the 9-11 Forest Avenue Condominium Trust, dated September 28, 1981, recorded with said Registry of Deeds, Book 6869, Page 22.

The said unit is to be used for residential use in accordance with the provisions of the Master Deed and the By-Laws of said Condominium Trust.

The grantees hereunder have acquired said unit with the benefit of and subject to, the provisions of Chapter 183A of the General Laws of Massachusetts relating to condominiums, as that statute is written as of the date hereof and as it may in the future be amended.

Being the same premises conveyed to us by Steven A. Sass and Ellen Golub, by deed dated October 31, 1986, recorded with Essex Registry of Deeds in Book 8603, Page 355.

WITNESS our hands and seals this 26 day of June, 1996.


FRANK H. JERNIGAN

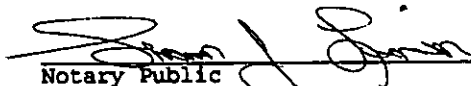

KAROLYN S. JERNIGAN

COMMONWEALTH OF MASSACHUSETTS

~~ESSEX~~, SS:
Middlesex

1996

Then personally appeared the above named FRANK H. JERNIGAN, who acknowledged the foregoing instrument to be his free act and deed, before me.


Notary Public
My commission expires: _____

SHAWN J. LINEHAN
NOTARY PUBLIC
My Commission Expires August 25, 2000

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BOOK 8603-355

UNIT DEED

STEVEN A. SASS and ELLEN GOLUB, husband and wife, as tenants by the entirety, as owners of a condominium having an address at 9-11 Forest Avenue, Salem, Essex County, Massachusetts, which is known as 9-11 Forest Avenue Condominium and which was created pursuant to and in accordance with Chapter 183A of the General Laws of Massachusetts by a master deed dated September 28, 1981, recorded with Essex South District Registry of Deeds, Book 6869, Page 4, for and in consideration of \$175,000 paid, hereby grants to FRANK W. JERNIGAN AND KAROLYN J. JERNIGAN

_____ of 9 Forest Avenue, said Salem, with QUITCLAIM COVENANTS, the Unit No. 9 as described in the floor plans attached hereto and made part hereof. A verified statement in the form provided for in Section 9, Chapter 183A, of the General Laws of Massachusetts is attached to such unit plan.

Said Unit No. 9 is hereby conveyed together with an undivided fifty (50) percent interest in the Common Areas and Facilities as defined and described in said Master Deed, together with an exclusive right to use the one parking space and the exclusive use and enjoyment of certain land area as designated on said plan filed with said Master Deed.

The said unit is subject to and has the benefit of all applicable provisions of the Master Deed and the By-laws of the 9-11 Forest Avenue Condominium Trust, dated September 28, 1981, recorded with said Registry of Deeds, Book 6869, Page 22.

The said unit is to be used only for residential use in accordance with the provisions of the Master Deed and the By-Laws of said Condominium Trust.

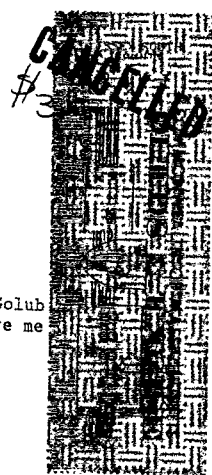
The grantees hereunder have acquired said unit with the benefit of and subject to, the provisions of Chapter 183A of the General Laws of Massachusetts relating to condominiums, as that statute is written as of the date hereof and as it may in the future be amended.

Being the same premises conveyed to us by Virginia Carson, Trustee of Pelham Realty Trust, by deed dated January 14, 1983, recorded with Essex Registry of Deeds in Book 7032 Page 538.

WITNESS our hand and seal this 31st day of October, 1986.

[Signature]
STEVEN A. SASS, OWNER

[Signature]
ELLEN GOLUB, OWNER



1986 OCT 31 PM 3:47

COMMONWEALTH OF MASSACHUSETTS

Essex, ss. October 31, 1986

Then personally appeared the above named Steven A. Sass and Ellen Golub acknowledged the foregoing instrument to be his free act and deed, before me

[Signature]
Justin A. Remis

ESSEX SS. RECORDED _____ X. past ____ M. inst # _____

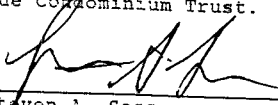
10
BOOK 8603PC356.

October 31, 1986

9-11 Forest Avenue Condominium Trust
9-11 Forest Avenue
Salem, MA 01970

Gentlemen:

I hereby submit my resignation as Trustee of 9-11 Forest Avenue Condominium Trust to take effect upon the conveyance of Unit 9, of the 9-11 Forest Avenue Condominium Trust.

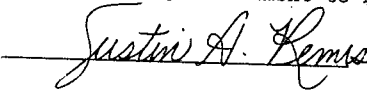

Steven A. Sass

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

October 31, 1986

Then personally appeared the above named Steven Sass, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me



ESSEX SS. RECORDED _____ 198__ M. past __.M. inst # _____

1986 OCT 31 PM 3:47

000960

9-11 FOREST AVENUE CONDOMINIUM TRUST

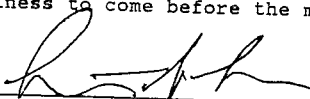
A meeting of the Owners and Trustees of 9-11 Forest Avenue Condominium Trust was held at 9-11 Forest Avenue, Salem, Essex County, Massachusetts on 10.30.86.

There were present Frank Jernigan and Karolyn Jernigan, owners of Unit 9 of the condominium, and Richard Lobsitz and Debra Lobsitz, owners of Unit 11 of the condominium, Steven A. Sass and Richard Lobsitz, Trustees of the said condominium. It was

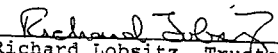
VOTED: To accept the resignation of Steven A. Sass as Trustee and to proceed to the election of a new Trustee to fill the vacancy.

On the ballot being taken, Frank Jernigan was elected successor Trustee.

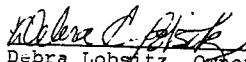
There being no further business to come before the meeting, it was VOTED: To adjourn.



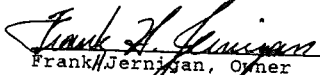
Steven A. Sass, Trustee



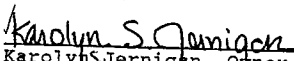
Richard Lobsitz, Trustee and Owner



Debra Lobsitz, Owner



Frank Jernigan, Owner



Karolyn Jernigan, Owner

1986 OCT 31 PM 3:48

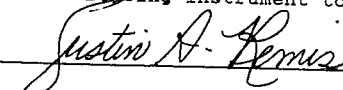
000981

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

October 31, 1986

Then personally appeared the above named Steven Sass, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me



ESSEX SS. RECORDED _____ 198__ M. past __.M. inst # _____

5
10

BOOK 8603PC358

TRUSTEE'S ACCEPTANCE OF APPOINTMENT

I, Frank Jernigan, of Salem, Essex County, Massachusetts, do hereby accept the aforementioned appointment as Trustee of 9-11 Forest Avenue Condominium Trust under Declaration of Trust, Dated September 28, 1981, recorded with Essex South District Registry of Deeds, Book 6869, Page 22, in place and stead of Steven A. Sass, recently resigned.

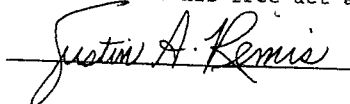

Frank Jernigan

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

October 31, 1986

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



ESSEX SS. RECORDED _____ 198__ M. past __.M. inst # _____

1986 OCT 31 PM 3:48

000962

See
B. 11166
p. 46
See
B. 13924
p. 99

BOOK 86036359

MORTGAGE

091303376

23

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 31, 1986
The mortgagor is FRANK H. JERNIGAN AND KAROLYN S. JERNIGAN, HUSBAND AND WIFE,

("Borrower"). This Security Instrument is given to COMFED SAVINGS BANK
which is organized and existing under the laws of UNITED STATES OF AMERICA
and whose address is 45 CENTRAL STREET, LOWELL MASSACHUSETTS 01852
("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED THIRTY THREE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS Dollars
(U.S. \$ 133,250.00). This debt is evidenced by Borrower's note dated the same date as this
Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
NOVEMBER 1, 2016

This Security Instrument secures to Lender: (a) the repayment of
the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other
sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance
of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does here-
by mortgage, grant and convey to Lender, with power of sale, the following described property located in
County, Massachusetts:
ESSEX

1986 OCT 31 PM 3:48

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION

000963

which has the address of 11 FOREST AVENUE #9 SALEM
[Street] [City]
Massachusetts 01970 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appur-
tenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 seised of the estate hereby conveyed and has the right to mortgage,
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.

BK 7032 PG 538

UNIT DEED

9-11 FOREST AVENUE CONDOMINIUM

VIRGINIA CARSON, Trustee of Pelham Realty Trust, under Declaration of Trust, dated April 4, 1980, recorded with Essex South District Registry of Deeds, Book 6692, Page 65, of Salem, Essex County, Massachusetts, as the owner of a condominium having an address at 9-11 Forest Avenue, Salem, Essex County, Massachusetts, which is known as 9-11 Forest Avenue Condominium and which was created pursuant to and in accordance with Chapter 183A of the General Laws of Massachusetts by a Master Deed, dated September 28, 1981, recorded with said Registry of Deeds, Book 6869, Page 4, for and in consideration of \$76,500.00 paid, hereby grants to STEVEN A. SASS and ELLEN A. GOLUB, *wife, as tenants by the entirety, of 9 Forest Avenue, said Salem, with* QUITCLAIM COVENANTS, the Unit No. 9 as described in the floor plans attached hereto and made a part hereof. A verified statement in the form provided for in Section 9, Chapter 183A, of the General Laws of Massachusetts is attached to such unit plan.

Said Unit No. 9 is hereby conveyed together with an undivided .50% interest in the Common Areas and Facilities as defined and described in said Master Deed, together with an exclusive right to use the one parking space and the exclusive use and enjoyment of certain land area as designated on said plan filed with said Master Deed.

The said unit is subject to and has the benefit of all applicable provisions contained in said Master Deed and in the By-Laws of 9-11 Forest Avenue Condominium Trust, dated September 28, 1981, recorded with said Registry of Deeds, Book 6869, Page 22.

Said unit is to be used only for residential use in accordance with the provisions of the Master Deed and the By-Laws of said Condominium Trust.

The grantees hereunder have acquired said unit with the benefit of and subject to, the provisions of Chapter 183A of the General Laws of Massachusetts relating to condominiums, as that statute is written as of the date hereof and as it may in the future be amended.

WITNESS my hand and seal this 14th day of January, 1983.

Virginia Carson, Trustee
VIRGINIA CARSON, TRUSTEE

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

January 17, 1983

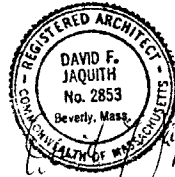
Then personally appeared the above-named Virginia Carson, Trustee as aforesaid, and acknowledged the foregoing instrument to be her free act and deed, before me,

Benjamin A. Gilbard
my Commission expires
Dec 8 1983



PROPERTY AFFECTED: 9 Forest Avenue, Salem, MA

FOR REGISTRY USE ONLY



UNIT SQUARE FOOTAGES

UNIT 9 - 2392 S.F. LIVING AREA
 786 S.F. BASEMENT
 UNIT 11 - 2392 S.F. LIVING AREA
 786 S.F. BASEMENT

CONDOMINIUM AT 9-11 FOREST AVENUE
 9-11 FOREST AVENUE, SALEM, MASSACHUSETTS
 DAVID F. JAQUITH - ARCHITECTS & PLANNERS
 11 OBER STREET, BEVERLY, MASSACHUSETTS 01915

I CERTIFY THAT THESE PLANS SHOW UNIT 9 BEING CONVEYED AND THE IMMEDIATELY ADJOINING UNIT 11 AND THAT THEY FULLY AND ACCURATELY DEPICT THE LAYOUT, LOCATION, DIMENSIONS, MAIN ENTRANCE, APPROXIMATE AREA, AND IMMEDIATE COMMON AREA TO WHICH IT HAS ACCESS, AS BUILT.

David F. Jaquith REGISTERED ARCHITECT

I CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LAYOUT, LOCATION, NUMBER AND DIMENSIONS OF THE UNITS DESIGNATED 9 AND 11 INCLUDING AT 9-11 FOREST AVENUE, SALEM, MA, AS BUILT.

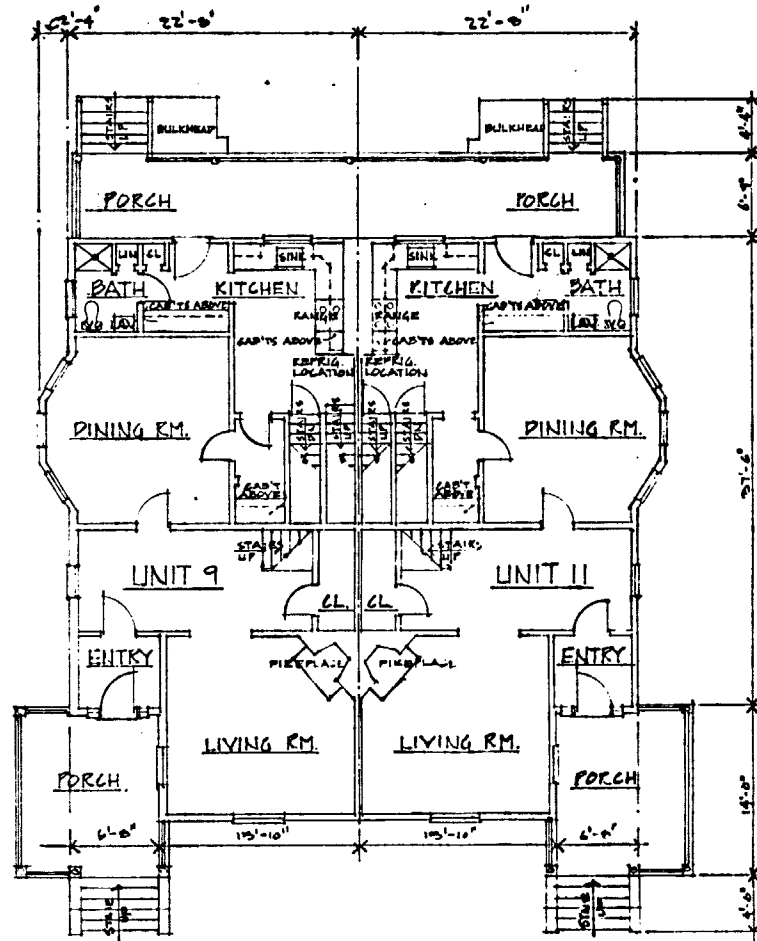
David F. Jaquith REGISTERED ARCHITECT

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

David F. Jaquith REGISTERED ARCHITECT

REGISTERED ARCHITECT DESIGNATES OWNERSHIP PERIMETER

DATE: 27 March 91



FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

BK 7032 PG 539

FOR REGISTRY USE ONLY



David F. Jaquith

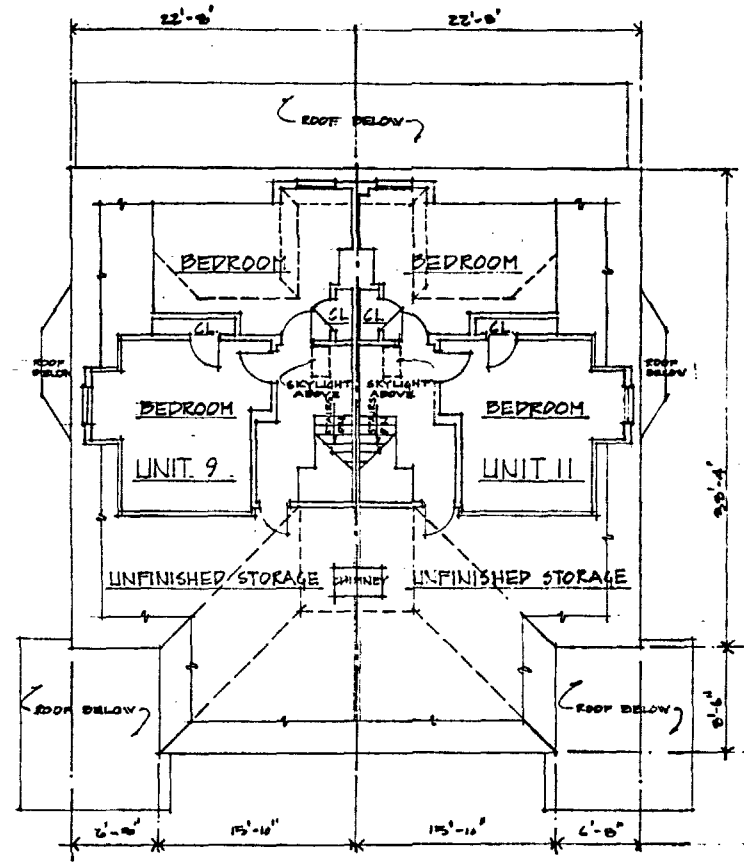
CONDOMINIUM AT 9-11 FOREST AVENUE
9-11 FOREST AVENUE, SALEM, MASSACHUSETTS
DAVID F. JAQUITH - ARCHITECTS & PLANNERS
11 ODEB STREET, BEVERLY, MASSACHUSETTS 01915

I CERTIFY THAT THESE PLANS SHOW UNIT 9 BEING CONVEYED AND THE IMMEDIATELY ADJOINING UNIT 11 AND THAT THEY FULLY AND ACCURATELY DEPICT THE LAYOUT, LOCATION, DIMENSIONS, MAIN ENTRANCE, APPROXIMATE AREA, AND IMMEDIATE COMMON AREA TO WHICH IT HAS ACCESS, AS BUILT.

David F. Jaquith REGISTERED ARCHITECT
I CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LAYOUT, LOCATION, NUMBER AND DIMENSIONS OF THE UNIT'S DESIGNATED VALID II INCLUSIVE AT 9-11 FOREST AVENUE, SALEM, MA, AS BUILT.

David F. Jaquith REGISTERED ARCHITECT
I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
David F. Jaquith REGISTERED ARCHITECT
===== DESIGNATES OWNERSHIP PERIMETER

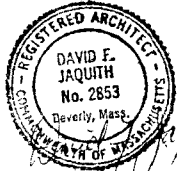
DATE: 27 March 81.



THIRD FLOOR PLAN
SCALE: 0 2 4 6 8 10 12 14 16 18 20

BK 7032 PG 541

FOR REGISTRY USE ONLY



ISSUED AS RECORDED 10/14 1983 55 N. EAST II B. N. INST # 169

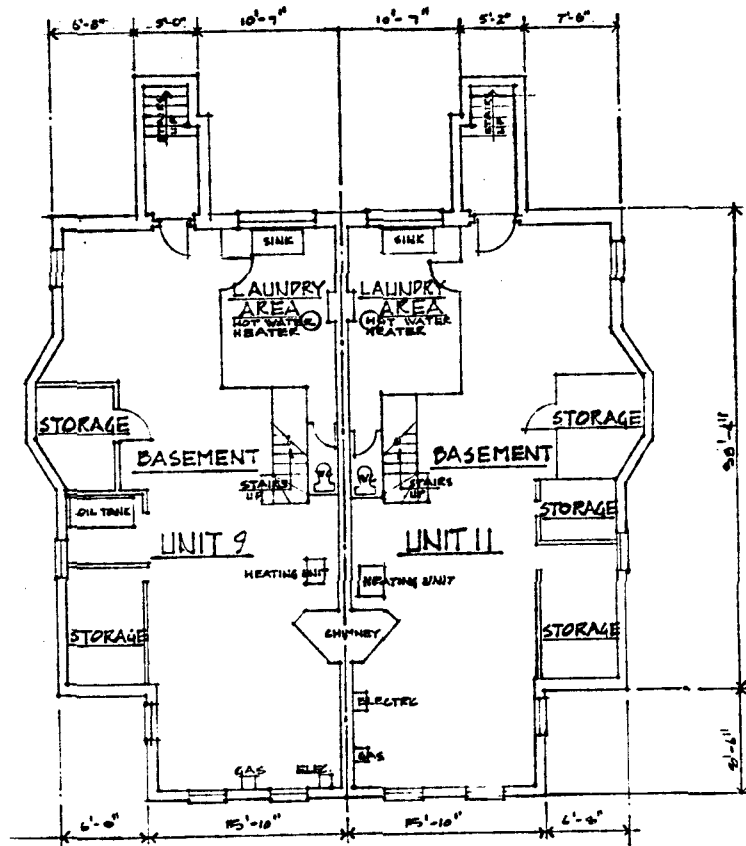
CONDOMINIUM AT 9-11 FOREST AVENUE
9-11 FOREST AVENUE, SALEM, MASSACHUSETTS
DAVID F. JAQUITH - ARCHITECTS & PLANNERS
11 ODEB STREET, BEVERLY, MASSACHUSETTS

I CERTIFY THAT THESE PLANS SHOW UNIT 9 BEING CONVEYED AND THE IMMEDIATELY ADJOINING UNIT 11 AND THAT THEY FULLY AND ACCURATELY DEPICT THE LAYOUT, LOCATION, DIMENSIONS, MAIN ENTRANCE, APPROPRIATE AREA, AND IMMEDIATE COMMON AREA TO WHICH IT HAS ACCESS, AS BUILT.

David F. Jaquith REGISTERED ARCHITECT
I CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LAYOUT, LOCATION, NUMBER AND DIMENSIONS OF THE UNITS DESIGNATED 9 AND 11 INCLUDING AT 9-11 FOREST AVENUE, SALEM, MA, AS BUILT.

David F. Jaquith REGISTERED ARCHITECT
I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE BOARD OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
David F. Jaquith REGISTERED ARCHITECT
DESIGNATE OWNERSHIP PERIMETER

DATE: 27 March 81



BASEMENT PLAN

SCALE: 1/8" = 1'-0"

BK 7032 PG 542

9

& 5 PLANS
SEE PL. B. 168
PL. 43

BK 6869 PG 004

MASTER DEED

of

9-11 FOREST AVENUE CONDOMINIUM

SALEM, MASSACHUSETTS

I, VIRGINIA CARSON, Trustee of Pelham Realty Trust, of Salem, Massachusetts, hereinafter called the Declarant, being the sole owner of the property located at 9-11 Forest Avenue, Salem, Essex County, Massachusetts, more particularly described in Exhibit A annexed hereto and shown on a plan of land entitled, "Site Condominium Plan, Salem, Mass." Scale: 1" = 10', dated February 27, 1981, Carter & Towers Engineering Corp., to be recorded herewith, do hereby, by duly executing and recording this Master Deed, submit the said land, together with the building, improvements and structure located, or to be located, thereon, and all easements, rights and appurtenances belonging thereto (hereinafter called the "Property"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as amended, and propose to create and do hereby create with respect to the Property a condominium to be known as 9-11 FOREST AVENUE CONDOMINIUM to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end I hereby declare and provide as follows:

1. The premises which constitute the condominium consists of a parcel of land in Salem, Essex County, Massachusetts, together with the building improvements, structures and appurte-

nances thereon, bounded and described as shown in Exhibit "A" and said plan.

2. There is one (1) building and garage located on the land above described at 9-11 Forest Avenue, Salem, Massachusetts, which contains two (2) Units; the building is a 3½ story free standing and unattached structure, 2½ of them being above the grade of Forest Avenue, and having a concrete foundation, wood frame structure and asphalt shingle roof. The floor plans for each unit of said condominium are shown on plans to be recorded herewith.

3. Exhibit "B", together with said plan sets forth the unit designation of each unit in the condominium, its location, approximate area, and immediate common area to which it has access, and the proportionate interest in the common areas and facilities of each unit. The owners of each Unit shall be entitled to a undivided interest in the common area and facilities in the percentage set forth in said Exhibit "B" for such Unit. The boundaries of the Units with respect to the floors, ceilings and the walls, doors and windows thereof are as follows:

- A. Floors: The upper surface of the subflooring.
- B. Ceilings: The plan of the lower surface of the ceiling joists or, in the case of units or portions of units situated immediately beneath an exterior roof, the plan of the lower surface of the roof rafters.

C. Interior Building Walls:

The interior plane of the surface of such Unit or the interior of the wall studs or interior bearing walls as the case may be.

D. Exterior Building Walls, Doors and Windows:

As to walls, the plane of the interior surface of the wall studs or exterior wall, as the case may be; as to Doors, the exterior surface thereof; and as to Windows, the exterior surfaces of the glass and the window frames.

4. The common area and facilities of the Condominium (hereinafter called the "Common Elements") shall consist of the entire Property, including all parts of the building, improvements, structures and appurtenances thereto and thereon other than the Units and will include without limitation the following:

(a) The land on which the building is erected;

(b) The foundation, structural columns, girders, beams, supports, exterior walls, roof, and entrances and exits of the building, except such as serve only one (1) unit (which shall not be a Common Element), and common walls within the building;

(c) The entrance, halls and corridors and stairways serving more than one (1) unit, and the mail boxes, closets and other facilities therein, and fire escapes and the areas of the building containing heating apparatus and other common equipment as necessary for use of both units;

(d) All land, lawns, and other improved or unimproved areas not within the units. Each unit may have the sole use and enjoy-

ment of an area for garden, patio, lawn and parking purposes, as may be designated by the organization of unit owners;

(e) All installations outside the units for services such as power, light, telephone and water;

(f) All drainage pipes and waste disposal system;

(g) All other apparatus and installations in the building necessary for common use, or necessary or convenient to the existence, maintenance or safety of the building;

(h) All other items listed as such in Massachusetts General Laws, Chapter 183A, and located on the Property;

The unit owners will manage and regulate the condominium through an association to be known as 9-11 FOREST AVENUE CONDOMINIUM TRUST, (hereinafter referred to as the Condominium Trust) which has enacted and is to be governed by the By-Laws attached thereto and made a part thereof. As provided in said By-Laws, Virginia Carson and William E. Pelletier, shall be and are the original and present Trustees of said Trust. The common areas and facilities shall be subject to the provisions of said By-Laws.

5. The said floor plans show the layout, location, unit numbers and dimensions of the units, stating that the building is named 9-11 FOREST AVENUE CONDOMINIUM, and bearing the verified statement of a registered architect certifying that the plans fully and accurately depict the layout, location, unit numbers and dimensions of the units as built.

6. The building containing two (2) units comprising the entire condominium, and both the units in the building, are intended to be used solely for residential purposes and are restricted solely to use for residential purposes, in accordance with By-Laws of the Condominium Trust, and as set forth in the Zoning By-Laws of the City of Salem, as it may be amended from time to time, and other purposes pursuant to the provisions of, and subject to the limitations set forth in the following paragraph:

As provided in the foregoing paragraph, a unit owner may let or lease his or her unit, subject to said Condominium Trust and By-Laws.

7. Unless otherwise permitted by instrument in writing duly executed by the Trustees of the Condominium Trust pursuant to the provisions of the By-Laws thereof:

(a) No business activities of any nature shall be conducted in any such unit.

(b) The architectural integrity of the building and the units shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony, enclosure, awning, antenna, banner or other device and except for combination storm window no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any such unit or any part thereof, and no painting,

attaching of decalcomania or other decoration shall be done on any exterior part or surface of any unit nor on the interior surface of any window, but this subparagraph (b) shall not restrict the right of unit owners to decorate the interiors of their units as they may desire;

(c) No unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Condominium Trust and regulations which may be adopted pursuant thereto.

Said restrictions shall be for the benefit of the owners of all of both units and the Trustees of the Condominium Trust, and that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No unit owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership thereof.

8. Except as otherwise may be provided by law, this Master Deed may be amended only by an instrument in writing (a) signed by the owners of units entitled to seventy-five per cent (75%) or more of the undivided interests in the common areas and facilities, and (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust and (c) to be duly recorded with the Essex County Registry of Deeds, where the deed to these premises is recorded, PROVIDED HOWEVER, that:

A. The date on which any such instrument is first signed

by a unit owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after such date;

B. No instrument of amendment which alters the dimensions of any unit shall be of any force or effect unless the same has been signed by the owners of the unit so altered.

C. No instrument of amendment which alters the percentage of the undivided interest to which any unit is entitled in the common areas and facilities, and the rights appurtenant thereto, shall be of any force or effect unless the same has been signed by the owners of all of the units affected and said instrument is therein designated as an amendment to Master Deed as required under Chapter 183A, Section 5B.

D. No instrument of amendment affecting any unit in a manner which impairs the security of a first mortgage of record thereon held by a bank or insurance company or a purchase money second mortgage held by the Declarant or his successors or assigns shall be of any force or effect unless the same has been assented to by such holder.

9. The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair value of each Unit hereof bears to the aggregate fair value of both the Units on this date.

10. The Trust through which the unit owners will manage and

regulate the condominium established hereby is the 9-11 FOREST AVENUE CONDOMINIUM TRUST, and being under Declaration of Trust dated September 28, 1981, to be recorded herewith. Said Declaration of Trust established a membership organization of which all unit owners shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder.

The names and addresses of the original and present Trustees hereof (therein designated as the Trustees thereof) are as follows:

1. Virginia Carson
9 Forest Avenue
Salem, MA 01970
2. William E. Pelletier
5 Columbus Square
Salem, MA 01970

Said Trustees have enacted By-Laws, which are set forth in said Condominium Trust, pursuant to and in accordance with provisions of Chapter 183A, as amended, of the General Laws of Massachusetts.

11. No unit shall be rented, let, leased or licensed for use or occupancy by others than the Declarant, except to persons who shall have first been approved in writing by said condominium Trustees. Said Condominium Trust shall have a right of first

refusal with respect to all sales of condominium units (except the initial sales thereof by the Declarant hereof), and to that end no owner of any unit shall sell or convey the same to any person other than a spouse or child of said owner, except by testamental instrument, unless (1) said owner has received a bona fide offer to purchase the same, (2) said owner has given the Trustees of the Condominium Trust written notice stating the name and address of the offeror and the terms and conditions of said offer, and containing an offer by said owner to sell said unit to the Trustees of the Condominium Trust on the same terms and conditions as said bona fide offer, and (3) said Trustees of the Condominium Trust shall not within ten (10) days after the receipt of said notice have given said owner written notice of the election of said Trustees to purchase said unit in accordance with said offer and on the same terms and conditions. In the event that said Trustees shall so elect to purchase, the deed shall be delivered and the consideration paid at Essex (South District) County Registry of Deeds at 11:00 o'clock A.M. on the thirtieth (30th) day after the date of the giving of such notice of election to purchase by the said Trustees. In the event that said Trustees shall not so elect to purchase, then said owner shall be free thereafter to sell and convey said unit to the offeror named in said owner's notice at a price not lower than that specified therein within six (6) months of said owner's notice, but said owner shall

not sell or convey said unit to any other person or at any lower price or after the expiration of said six (6) month period without again offering the same to said Trustees. The provisions of this paragraph shall not be construed to apply to bona fide mortgages of any unit or to sales or proceedings for the foreclosure thereof, or to transfer by inheritance.

The right of first refusal hereunder shall not be exercised so as to restrict ownership, use or occupancy of units because of race, sex, creed, color or national origin. No unit owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership thereof.

12. If any portion of the Common Elements now encroaches upon any unit, or if any unit now encroaches upon the other unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) settling of the buildings, or (b) alteration or repair to the Common Elements made by or with the consent of the Trustees of the Condominium Trust, or (c) as a result of repair or restoration of the building or a unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, each unit owner shall have the benefit of and be subject to a valid easement which shall exist for such encroachment and for the maintenance of the same so long as the building stands.

13. Each unit owner shall have an easement in common with the owner of the other unit to use all pipes, wires, ducts, flues,

cables, conduits, public utility lines and other common elements located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owner of the other unit to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other common elements serving such other unit and located in such unit. The Trustees of the Condominium Trust shall have a right of access of each unit and its appurtenances to inspect the same to remove violations therefrom, and to maintain, repair or replace the common elements contained therein or elsewhere in the building.

14. All present and future owners, tenants, visitors, servants and occupants of units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-Laws, the Declaration of Trust, and the Rules and Regulations, as they may be amended from time to time, and the items affecting the title to the property as set forth in Paragraph 1 above. The acceptance of a deed or conveyance or the entering into occupancy of any unit shall constitute an agreement that (a) the provisions of this Master Deed may be amended from time to time, as provided in Section 8 Supra, and the said items affecting title to the property are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such

provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of this Master Deed, the Unit Deed, By-Laws, Declaration of Trust, or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the condominium unit owner.

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

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

17. Notwithstanding anything to the contrary elsewhere in this Master Deed contained, the following provisions shall apply to mortgages of condominium units:

(a) A first mortgagee at his request shall be entitled to written notification from the Condominium Trustees of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the Condominium documents which is not cured within thirty (30) days.

(b) Any first mortgagee who comes into possession of the Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, shall be exempt from any right of first refusal.

(c) Any first mortgagee who comes into possession of the Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata re-allocation of such assessment or charges to all Units including the mortgaged Unit).

(d) Unless at least one hundred (100%) percent of the first mortgagees (based upon one vote for each first mortgage owned) of Condominium Units shall have given their prior written approval, the Condominium Owners shall not be entitled to:

- (1) by act or omission, seek to abandon or terminate the Condominium regime;
- (2) change the pro-rata interest or obligations of any Condominium Unit for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (ii) determining the pro-rata share of the ownership

of each Unit in appurtenant real estate and any improvements thereon which are owned by the Unit Owners in the Condominium project in undivided pro-rata interests (common areas and facilities).

- (3) partition or subdivide any Condominium Unit, except as hereinabove provided.
 - (4) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the common areas and facilities. The granting of easements for public utilities or for other purposes consistent with the intended use of the common areas and facilities by the Condominium project shall not be deemed a transfer within the meaning of this clause.
 - (5) use hazard insurance proceeds for losses to any Condominium property (whether to Units or to common areas and facilities) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss as to the Units and/or common areas and facilities of the Condominium project.
- (e) First mortgages shall have the right to examine the books and records of the Condominium Trust or the Condominium project.
- (f) No Condominium Unit Owner, or any other party, shall have priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to


the Condominium Unit Owners of Insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or common areas and facilities.

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

The units and common areas and facilities, and the unit owners and the Condominium Trust shall have the benefit of and be subject to the provisions of said Chapter 183A, as amended, of the General Laws of Massachusetts, and in all respects not specified in this Master Deed or in the By-Laws of said Trust, shall be governed by provisions of said Chapter 183A, as amended, in their relation to each other and to the condominium established hereby, including without limitation, provisions thereof, with respect to the improvement and rebuilding of common areas and facilities, and with respect to removal of the condominium premises or any portion thereof from the provisions of said Chapter 183A, as amended.

All terms and expressions herein used which are defined in Section 1 of said Chapter 183A, as amended, shall have the same meanings herein as set forth in said Section 1.

EXECUTED under seal this 28th day of Sept., 1981

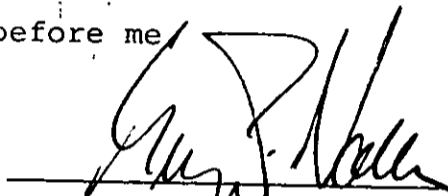

VIRGINIA CARSON, Trustee of
Pelham Realty Trust

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

September 28, 1981

Then personally appeared the above-named Virginia Carson,
Trustee as aforesaid, and acknowledged the foregoing instrument
to be her free act and deed, before me


GEORGE P. VALLIS
NOTARY PUBLIC
MY COMMISSION EXPIRES
DEC. 10, 1982

BK 6869 PG 020

EXHIBIT A

9-11 FOREST AVENUE CONDOMINIUM

A certain parcel of land, with the buildings thereon, situated at 9-11 Forest Avenue, Salem, being shown on a plan of land entitled, "Site Condominium Plan, Salem, Mass." Scale: 1" = 10', dated February 27, 1981, Carter & Towers Engineering Corp., to be recorded herewith, bounded and described as follows:

- NORTHERLY by Forest Avenue, seventy-five (75) feet;
- EASTERLY by Wisteria Street, one hundred sixty (160) feet;
- SOUTHERLY by land now or formerly of Moynihan, eighty-three (83) feet;
- WESTERLY by land now or formerly of Claise, seventy-five (75) feet;
- NORTHERLY by land now or formerly of Doyle, eight (8) feet;
- WESTERLY again, by said land of Doyle, eighty-five (85) feet.

Being the same premises conveyed to the Trustees of Pelham Realty Trust, by deed of Gloucester Cooperative Bank, dated March 10, 1980, recorded with Essex South District Registry of Deeds, Book 6692, Page 69.

EXHIBIT B

9-11 FOREST AVENUE CONDOMINIUM

UNIT DESIGNATION: No. 9
LOCATION: Easterly side of building
APPROXIMATE AREA: 3,378 square feet
FLOORS: 3 floors
NUMBER OF ROOMS: 5 bedrooms and 2 baths
UNDIVIDED INTEREST: .50 percent

UNIT DESIGNATION: No. 11
LOCATION: Westerly side of building
APPROXIMATE AREA: 3,378 square feet
FLOORS: 3 floors
NUMBER OF ROOMS: 5 bedrooms and 2 baths
UNDIVIDED INTEREST: .50 percent

Each unit has access immediately to basement and common halls as shown on Floor Plans entitled, "Condominium at 9-11 Forest Avenue, Salem, Mass." dated March 8, 1981, David F. Jacquith, Architects and Planners, to be recorded herewith. Each unit, in addition to the bedrooms and baths set forth above, contains a living room, dining room and kitchen.

ESSEX SS. RECORDED Oct. 2, 1981 5/6 M. PAST 9 A.M. INST #60

Location of Premises: 11 Amero Court, Gloucester, Mass. and 9-11 Forest Avenue, Salem, Mass.

GLOUCESTER CO-OPERATIVE BANK, a Massachusetts corporation having its usual place of business at 85 Middle Street, Gloucester, Essex County, Massachusetts, holder of a mortgage from JOHN E. CURTIS and MARY M. PEEVER to it, dated February 14, 1977, recorded with Essex South District Registry of Deeds, Book 6324, Page 301, by virtue of Order Authorizing Foreclosure of the Superior Court in Essex County in Equity entered November 16, 1979, and by the power conferred by said mortgage and every other power, for SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) paid, grant to WILLIAM E. PELLETIER and LOUISE H. PELLETIER, TRUSTEES OF THE PELHAM REALTY TRUST, under an Indenture of Trust dated April 4, 1980, to be recorded herewith, the premises conveyed by said mortgage.

Said premises are conveyed subject to and with the benefit of all restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, if any, Federal Tax Liens if any and as applicable, and subject also to any existing encumbrances of record created prior to the mortgage; and further subject to any rights of redemption for Federal Tax Liens.

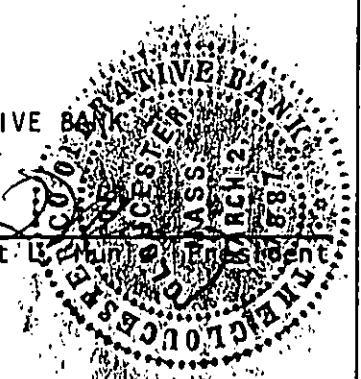
IN WITNESS WHEREOF said Gloucester Co-operative Bank has caused its name to be signed and its seal affixed by Robert L. Muniz, its President, hereunto duly authorized, this 10th day of March, 1980.

GLOUCESTER CO-OPERATIVE BANK

By

Robert L. Muniz

Robert L. Muniz, President



COMMONWEALTH OF MASSACHUSETTS

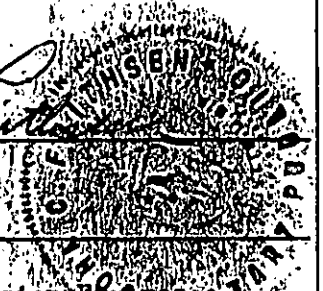
Essex, ss.

March 10, 1980

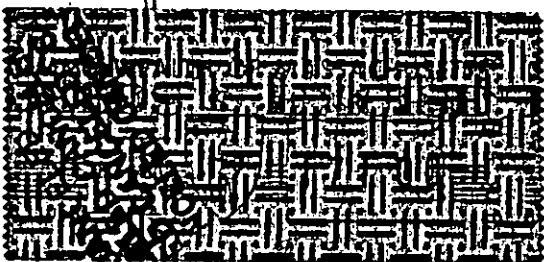
Then personally appeared the above-named Robert L. Muniz, President, and acknowledged the foregoing instrument to be the free act and deed of the Gloucester Co-operative Bank, before me,

John C. Little
Notary Public

My commission expires:



My Commission Expires
December 27, 1980



CERTIFICATE OF VOTE

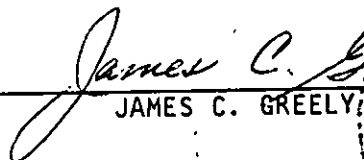
I, JAMES C. GREELY Jr., do hereby certify that I am the Clerk of the GLOUCESTER CO-OPERATIVE BANK, a Massachusetts corporation, and that a meeting of the Board of Directors of the corporation, duly called and held at the offices of the corporation at 85 Middle Street, Gloucester, Massachusetts, on the 6th day of March, 1980, a quorum being present, at which the following resolution was unanimously adopted:

VOTED: That the President, Robert L. Muniz, be and is hereby authorized and directed in the name of and on behalf of the GLOUCESTER CO-OPERATIVE BANK to execute any and all documents, including, but not limited to, Deeds and Affidavits to transfer title via Foreclosure Deed of the premises described in a mortgage given by JOHN E. CURTIS and MARY M. PEEVER to said corporation by mortgage instrument dated February 14, 1977, recorded in Essex South District Registry of Deeds, Book 6324, Page 301, to WILLIAM E. PELLETIER and LOUISE H. PELLETIER of 5 Columbus Square, Salem, Massachusetts 01930, or their nominee.

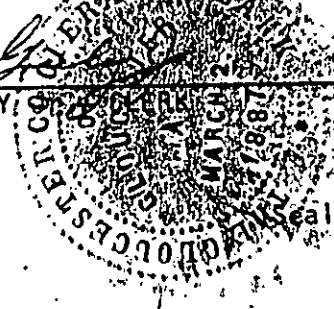
I do further certify that the above Vote has not been altered or amended, rescinded or repealed.

Dated at Gloucester, Massachusetts, this 10th day of March, 1980.

ATTEST:



JAMES C. GREELY, Clerk



Location of Premises: 11 Amero Court, Gloucester, Mass. and
9-11 Forest Avenue, Salem, Mass.

ESSEX SS. RECORDED Apr. 4 1980 10 M. PAST 3 P.M. INST. 1267

Location of Premises: 11 Amero Court, Gloucester, Mass. and 9-11 Forest Avenue, Salem, Mass.

AFFIDAVIT OF SALE UNDER POWER OF SALE IN MORTGAGE

I, ROBERT L. MUNIZ, Agent and President of GLOUCESTER CO-OPERATIVE BANK, named in the foregoing deed, make oath and say that the principal, interest and obligations mentioned in the mortgage above referred to were not paid or tendered or performed when due or prior to the sale; that there was published on the 31st day of January, 1980, and on the 7th and 14th days of February, 1980, in the "Gloucester Daily Times," a newspaper published or by its title page purporting to be published in Gloucester aforesaid, and having a circulation therein, also in the "Salem, Mass. Evening News," a newspaper published or by its title page purporting to be published in Salem, Essex County, Massachusetts and having a circulation therein, notices of which the following are true copies:

Legal Notice

Legal Notice

MORTGAGEE'S SALE OF REAL ESTATE... Together with whatever rights may be appurtenant to the described premises, as set forth in the deed of Augusta B. Thompson to Michael Foley, recorded in Essex South District Registry of Deeds, Book 1222, Page 397... Being the same premises conveyed to Mortgagors by deed of John E. Curtis dated February 14, 1977, recorded with said Registry, Book 8324, Page 300... PARCEL II: EASTERLY by Wisteria Street 75.00 feet; same will be sold at Public Auction at 11:00 o'clock A.M. on the 26th day of February, 1980... WESTERLY by other land now on the Salem premises, to wit, 9-11 Forest Avenue, Salem, Essex County, Massachusetts, all and singular the premises described hereinabove described, 83.00 feet... Said Parcel II is shown as Lot 11 on "Plan of Land in Salem, Gloucester, Essex County, Mass. Belonging to George Metcalf, Surv. July, 1913, recorded with deed in Book 2221, Page 139, and contains about 6223 square feet according to said plan... Both Parcel I and Parcel II hereinafter described are conveyed subject to a Taking for extending Wisteria Street to Forest Avenue recorded in Book 2207, Page 130... Being the same premises conveyed to the Mortgagors by two deeds: the first deed being from Naumkeag Trust Company, Executor under the Will of the Heirs of Eva G. Simpson, Sophie L. Sage (Essex Probate No. 334562), dated February 14, 1977, recorded in Book 6324, Page 298, and the second from William G. Bates dated January 25, 1977, and recorded in Book 6324, Page 297... PARCEL 1: NORTHERLY by Forest Avenue 75 feet; EASTERLY by Wisteria Street 85 feet; SOUTHERLY by lot No. 14 on plan hereinafter referred to 75 feet; and WESTERLY by land now or late of Almy 85 feet. Being lots numbered 13 and a portion of lot numbered 12 on Plan of Lots of the Almy Estate made by Charles A. Putnam, Surv. dated Dec. 10, 1896, and recorded with said Registry, Jan. 31, Feb. 7, 14

TERMS OF SALE: All of the foregoing real estate will be sold as one (1) lot and conveyed subject to and with the benefit of all restrictions, easements, improvements, outstanding tax title, municipal or other public liens or claims in the nature of alien and existing encumbrances of record created prior to the mortgage to be foreclosed. Five Thousand Dollars (\$5,000) will be required to be paid in cash or by certified check by the purchaser at the time and place of sale, as earnest money. The balance is to be paid in cash or by certified check within twenty (20) days thereafter, to be deposited in escrow with the said Gloucester Co-operative Bank, 85 Middle Street, Gloucester, Massachusetts 01930, pending approval of said sale by the Essex Superior Court. Deed to be taken within ten (10) days from the date of approval of said sale by said Court. Other terms to be announced at the sale. Gloucester Co-operative Bank Mortgagee & Present Holder By Robert L. Muniz, President From the office of Paul M. Shea, Jr., P.C. 18 Dale Avenue Gloucester Massachusetts 01930 Tel. 283-4383

Legal Notices



Legal Notices

**MORTGAGEE'S SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain mortgage given by John E. Curtis and Mary M. Peever to Gloucester Co-operative Bank dated February 14, 1977, recorded with Essex South District Registry of Deeds, Book 6324, Page 301, of which the undersigned 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 11:00 o'clock A.M., on the 28th day of February, 1980, on the Salem premises, to wit, 9-11 Forest Avenue, Salem, Essex County, Massachusetts, all and singular the premises described in said mortgage, to wit:

A certain parcel of land with the buildings thereon, situated in Gloucester, Essex County, Massachusetts, and also two parcels of land with the buildings thereon situated in Salem, Essex County, Massachusetts, said parcels being more particularly bounded and described as follows:

FIRST:

A certain parcel of land, with buildings thereon, situated on the Westerly side of Amero Court in said Gloucester and thus bounded:

NORTHERLY by land now or formerly of Mabel E. Amprose, 48 feet;

WESTERLY by land formerly of the Heirs of Eva G. Simpson, now or late of Manuel F. and Iselda Goulart, 70 feet;

SOUTHERLY by a way leading to Amero Court, or Amero Court, 48 feet; and

EASTERLY by Amero Court, 70 feet.

Together with whatever rights may be appurtenant to the described premises, as set forth in the deed of Augusta B. Thompson to Michael Foley, recorded in Essex South District Registry of Deeds, Book 1222, Page 397.

Being the same premises conveyed to Mortgagees by deed of John E. Curtis dated February 14, 1977, recorded with said Registry, Book 6324, Page 300.

SECOND:

Two certain parcels of land with buildings thereon situated on Forest Avenue and Wisteria Streets in said Salem, now commonly numbered 9-11 Forest Avenue (formerly 16 Wisteria Street, 16 1/2 Wisteria Street and 11 Forest Avenue) and bounded and described as follows:

Parcel I: NORTHERLY by Forest Avenue 75 feet; **EASTERLY** by Wisteria Street 85 feet; **SOUTHERLY** by lot No. 14 on plan hereinafter referred to 75 feet; and **WESTERLY** by land now or late of Almy 85 feet.

Being Lot numbered 13 and a portion of lot numbered 12 on Plan of Lots of the Almy Estate made by Charles A. Putnam, Surv., dated Dec. 10, 1896, and recorded with said Registry, Book 1497, Page 1, and containing about 6375 square feet.

Subject to the reservations, restrictions and agreements contained in a deed from Martha L. Roberts to Mary L. Gibbs, dated March 20, 1912, and recorded in said Registry in Book 2134, Page 512, insofar as the same are now in force and applicable.

Parcel II: EASTERLY by Wisteria Street 75.00 feet; **SOUTHERLY** by land now or late of Sibley 83 feet; **WESTERLY** by other land now or late of Sibley 75 feet; and **NORTHERLY** by land now or late of Merrow and Parcel I hereinabove described, 83.00 feet.

Said Parcel II is shown as Lot 1 on "Plan of Land in Salem, Mass., Belonging to George Sibley" drawn by Charles A. Metcalf, Surv., July 1913, recorded with deed in Book 2221, Page 139, and contains about 6223 square feet according to said plan.

Both Parcel I and Parcel II hereinbefore described are conveyed subject to a Taking for extending Wisteria Street to Forest Avenue recorded in Book 2207, Page 150.

Being the same premises conveyed to the Mortgagees by two deeds: the first deed being from Naumkeag Trust Company, Executor under the Will of Sophie L. Sage (Essex Probate No. 334562), dated February 14, 1977, recorded in Book 6324, Page 298, and the second from William G. Bates dated January 25, 1977, and recorded in Book 6324, Page 297.

Terms of Sale: All of the foregoing real estate will be sold as one (1) lot and conveyed subject to and with the benefit of all restrictions, easements, improvements, outstanding tax title, municipal or other public liens or claims in the nature of lien and existing encumbrances of record created prior to the mortgage to be foreclosed, Five Thousand Dollars (\$5,000) will be required to be paid in cash or by certified check by the purchaser at the time and place of sale as earnest money. The balance is to be paid in cash or by certified check within twenty (20) days thereafter, to be deposited in escrow with the said Gloucester Co-operative Bank, 85 Middle Street, Gloucester, Massachusetts 01930, pending approval of said sale by the Essex Superior Court. Deed to be taken within ten (10) days from the date of approval of said sale by said Court.

Other terms to be announced at the sale.

GLOUCESTER CO-OPERATIVE BANK,

Mortgagee & Present Holder

By **ROBERT L. MUNIZ**, President

From the office of:
PAUL M. SHEA JR., P.C.
 18 Dale Avenue
 Gloucester, Massachusetts 01930
 Telephone 283-4383
 January 31; February 7, 14, 1980.

BK 6692 PG 073

I further make oath and say that I also complied with Chapter 244, Section 14, of Massachusetts General Laws as amended by Chapter 342 of the Acts of 1975 and further amended by Chapter 629 of the Acts of 1977, by mailing the required notices on February 12, 1980, by registered/certified mail, return receipt requested, to the mortgagors or their successors in interest.

Pursuant to said notices, at the time and place therein appointed, and acting in the name and on behalf of said Bank, I sold the mortgaged premises at public auction by Daniel K. Davis, Jr., an auctioneer, to WILLIAM E. PELLETIER and LOUISE H. PELLETIER, TRUSTEES OF THE PELHAM REALTY TRUST, of 5 Columbus Square, Salem, Essex County, Massachusetts, for SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) bid by said WILLIAM E. PELLETIER and LOUISE H. PELLETIER, TRUSTEES as aforesaid, being the highest bid made therefor at said action.

Robert L. Muniz
ROBERT L. MUNIZ, PRESIDENT & AGENT

Sworn to this 10th day of March, 1980, by said Robert L. Muniz before me,

John C. Lutes
Notary Public

My commission expires

My Commission Expires
December 27, 1980

ESSEX SS. RECORDED Apr. 4, 1980 10 M. PAST 2 P.M. INST. 2268

MORTGAGE

x
Dis
B.6997
P.251

THIS MORTGAGE is made this 4th day of April, 1980, between the Mortgagor, William E. Pelletier and Louise H. Pelletier, Trustees of Pelham Realty Trust under Declaration of Trust recorded herewith, (herein "Borrower"), and the Mortgagee, SAUGUS BANK AND TRUST COMPANY a corporation organized and existing under the laws of Massachusetts whose address is 466 Lincoln Avenue, Saugus, Massachusetts (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY THOUSAND AND NO/100 (\$60,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 4, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 4, 2010

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Essex State of Massachusetts: Two certain parcels of land with buildings thereon situated on Forest Avenue and Wisteria Streets in said Salem, now commonly numbered 9-11 Forest Avenue (formerly 16 Wisteria Street, 16 1/2 Wisteria Street and 11 Forest Avenue) and bounded and described as follows:

Parcel I
NORTHERLY by Forest Avenue 75 feet;
EASTERLY by Wisteria Street 85 feet;
SOUTHERLY by Lot No. 14 on plan hereinafter referred to 75 feet; and
WESTERLY by land now or late of Almy 85 feet.

Being lot numbered 13 and a portion of lot numbered 12 on Plan of Lots of the Almy Estate made by Charles A. Putnam, Surv., dated Dec. 10, 1896, and recorded with Essex South District Deeds, Book 1497, Page 1, and containing about 6375 square feet.

Subject to the reservations, restrictions and agreements contained in a deed from Martha L. Roberts to Mary L. Gibbs, dated March 20, 1912, and recorded in said Registry in Book 2134, Page 512, insofar as the same are now in force and applicable.

Parcel II
EASTERLY by Wisteria Street 75.00 feet;
SOUTHERLY by land now or late of Sibley 83 feet;
WESTERLY by other land now or late of Sibley 75 feet;
NORTHERLY by land now or late of Merrow and Parcel I hereinabove described, 83.00 feet.

Said Parcel II is shown as Lot 1 on "Plan of Land in Salem, Mass. Belonging to George Sibley, drawn by Charles A. Metcalf, Surv., July 1913, recorded with deed in Book 2221, Page 139, and contains about 6223 square feet according to said plan.

Both Parcel I and Parcel II hereinbefore described are conveyed subject to a Taking for extending Wisteria Street to Forest Avenue recorded in Book 2207, Page 130.

Being a portion of the premises conveyed to us by Gloucester Co-Operative Bank deed dated MARCH 10, 1980 and recorded herewith.

which has the address of 9-11 Forest Avenue, Salem, Massachusetts (herein "Property Address");
[State and Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Premises: 9-11 Forest Avenue, Salem, Massachusetts

I, William G. Bates,

of West Hartford, Connecticut

County, Massachusetts,

being unmarried, for consideration paid, and in full consideration of no monetary consideration

grants to John E. Curtis and Mary M. Peever, husband and wife, as joint tenants and not tenants in common and not tenants by entirety, both of 9-11 Forest Avenue, Salem, Massachusetts with quitclaim covenants

All my right, title and interest in and to the following parcels of land with the buildings thereon situated on Forest Avenue and Wisteria Streets in said Salem now commonly numbered 9-11 Forest Avenue, bounded and described as follows:

[Description and encumbrances, if any]

PARCEL I

NORTHERLY by Forest Avenue 75 feet; EASTERLY by Wisteria Street 85 feet; SOUTHERLY by lot No. 14 on plan hereinafter referred to 75 feet; and WESTERLY by land now or late of Almy 85 feet.

Being lot numbered 13 and a portion of lot numbered 12 on Plan of Lots of the Almy Estate made by Charles A. Putnam Surv., dated Dec. 10, 1896, recorded in Essex South District Deeds, Book 1497, Page 1, and containing about 6375 square feet.

For title, see deed Martha L. Roberts to Mary L. Gibbs dated March 20, 1912, recorded Book 2134, Page 512, and subject to the reservations, restrictions, and agreements contained in said deed insofar as now in force and applicable; see also Estates of Mary L. Gibbs, Essex Probate #246429 and Sophie L. Sage, Essex Probate #334562.

PARCEL II

EASTERLY by Wisteria Street 75.00 feet; SOUTHERLY by land now or late of Sibley 83 feet; WESTERLY by other land now or late of Sibley 75 feet; and NORTHERLY by land now or late of Merrow and Parcel I hereinabove described 83.00 feet.

Said parcel II is shown as Lot 1 on "Plan of Land in Salem, Mass. Belonging to George Sibley, drawn by Charles A. Metcalf, Surv., July 1913, recorded with deed in Book 2221, Page 139, and contains about 6223 square feet according to said plan.

For title, see deeds from George Sibley to Calvin F. Gibbs recorded Book 2221, Page 139, and Book 2254, Page 481; deed from Calvin Gibbs to William L. Ives recorded Book 2255, Page 137; deed from William L. Ives to Mary L. Gibbs recorded Book 2255, Page 138; Estate Calvin F. Gibbs, Essex Probate #167843; Estate Mary L. Gibbs, Essex Probate #246429; and Estate of Sophie L. Sage, Essex Probate #334562.

Both of said parcels are conveyed subject to a Taking for extending Wisteria Street to Forest Avenue recorded in Book 2207, Page 130.

Witness my hand and seal this 25th day of January 1977

William G. Bates (Signature)

STATE OF CONNECTICUT COUNTY OF Hartford

Notary Public

January



Then personally appeared the above named William G. Bates and acknowledged the foregoing instrument to be his free act and deed, before me

R. G. [Signature]

Notary Public - Justice of the Peace

My commission expires My Commission Expires Mar. 31, 1980 My Commission Expires Mar. 31, 1980

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

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

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

ESSEX SS. RECORDED Feb. 15, 1977 9 AM. PAST 9 17 M. INST. # 35

NAUMKEAG TRUST COMPANY

EXECUTOR under the WILL of—~~ADMINISTRATOR of the ESTATE of~~ ~~TRUSTEE of~~ ~~GUARDIAN~~ ~~RECEIVER~~ ~~of~~ ~~the~~ ~~Assets~~ ~~of~~ ~~the~~ ~~late~~ ~~of~~ ~~Sophie~~ ~~L.~~ ~~Sage~~ (Essex Probate #334562)

by power conferred by a license of Essex Probate Court dated Jan. 17, 1977, in said estate,

and every other power,

for -----Fifty-Two Thousand and no/100----- Dollars paid, grants to John E. Curtis and Mary M. Peever, husband and wife, as joint tenants and not tenants in common and not tenants by entirety, ~~xxxxxxx~~ both of 9-11 Forest Street, Salem, Massachusetts, the following parcels of land with buildings thereon situated on Forest Avenue and Wisteria Streets in said Salem now commonly numbered 9-11 Forest Avenue (formerly 16 Wisteria Street, 16 1/2 Wisteria Street and 11 Forest Avenue) and bounded and described as follows:

PARCEL I

NORTHERLY by Forest Avenue 75 feet; EASTERLY by Wisteria Street 85 feet; SOUTHERLY by lot No. 14 on plan hereinafter referred to 75 feet; and WESTERLY by land now or late of Almy 85 feet.

Being lot numbered 13 and a portion of lot numbered 12 on Plan of Lots of the Almy Estate made by Charles A. Putnam, Surv., dated Dec. 10, 1896, and recorded with Essex South District Deeds, Book 1497, Page 1, and containing about 6375 square feet.

For title, see deed of Martha L. Roberts to Mary L. Gibbs, dated March 20, 1912, and recorded in Book 2134, Page 512, and subject to the reservations, restrictions and agreements contained in said deed insofar as the same are now in force and applicable. See also Estate of Mary L. Gibbs, Essex Probate #246429.

PARCEL II

EASTERLY by Wisteria Street 75.00 feet; SOUTHERLY by land now or late of Sibley 83 feet; WESTERLY by other land now or late of Sibley 75 feet; and NORTHERLY by land now or late of Merrow and Parcel I hereinabove described, 83.00 feet.

Said premises being the same conveyed to Calvin F. Gibbs by two deeds of George Sibley et ux, dated Aug. 2, 1913, recorded in Book 2221, Page 139, and dated April 1914, recorded Book 2254, Page 481; see also deed from Calvin Gibbs to William L. Ives dated April 3, 1914, recorded Book 2255, Page 137, deed from William L. Ives to Mary L. Gibbs dated April 3, 1914, recorded Book 2255, Page 138 of a portion thereof. See also Will of Calvin F. Gibbs, Essex Probate #167843; Estate of Mary L. Gibbs, Essex Probate #246429.

Said parcel II is shown as Lot 1 on "Plan of Land in Salem, Mass. Belonging to George Sibley, drawn by Charles A. Metcalf, Surv., July 1913, recorded with deed in Book 2221, Page 139, and contains about 6223 square feet according to said plan.

Both of said parcels are conveyed subject to a Taking for extending Wisteria Street to Forest Avenue recorded in Book 2207, Page 130.

Said premises are conveyed subject to current municipal real estate taxes which have been apportioned and which by acceptance of this deed, grantees assume and agree to pay.

Witness my hand and seal of Naumkeag Trust Company this 14th day of Feb 1977.

Witness: *[Signature]*
ATTEST:

NAUMKEAG TRUST COMPANY, Executor under will of Sophie L. Sage

[Signature]
Trust Officer

By: *[Signature]*
its Trust Officer hereunto duly authorized

The Commonwealth of Massachusetts

Essex ss.

[Notary Seal]
Feb 14 19 77

Then personally appeared the above named

Nathaniel Wetherbee, Trust Officer,

and acknowledged the foregoing instrument to be Company, before me

the free act and deed, before me of Naumkeag Trust

[Signature]
Notary Public — Justice of the Peace

My commission expires.....19.....

THERESA PELLETER, NOTARY PUBLIC
COMMISSION EXPIRES OCT. 17 1980

COMMONWEALTH OF MASSACHUSETTS
RECORDED
CANCELED
95 8 11
RECORDED

ESSEX SS. RECORDED Feb 15, 1977 28 M. PAST 9 A.M. INST. # 36

BK6324 PG301

Mortgage

KNOW ALL MEN BY THESE PRESENTS THAT We, JOHN E. CURTIS and MARY M. PEEVER, husband and wife, as joint tenants, and not as tenants in common and not as tenants by the entirety, of Salem, Essex County, Massachusetts,

hereinafter called the Mortgagor, for consideration paid, grant to the

GLOUCESTER CO-OPERATIVE BANK

situated in Gloucester, Essex County, Massachusetts, with MORTGAGE COVENANTS, to secure the payment of ⁵²FIFTY-TWO THOUSAND (\$52,000.00) ----- DOLLARS

with interest thereon, pursuant to the terms and provisions of a note

of even date herewith and such further sums as may be advanced by the Mortgagee as authorized under a certain parcel of

Massachusetts General Laws, ~~the~~ land with the buildings thereon, situated in Gloucester, Essex County, Massachusetts, and also two parcels of land with the buildings thereon situated in Salem, Essex County, Massachusetts, said parcels being more particularly bounded and described as follows:

FIRST:

A certain parcel of land, with buildings thereon, situated on the Westerly side of Amero Court in said Gloucester and thus bounded:

- NORTHERLY by land now or formerly of Mabel E. Ambrose, forty-eight (48) feet;
- WESTERLY by land formerly of the Heirs of Eva G. Simpson, now or late of Manuel F. and Iselda Goulart, seventy (70) feet;
- SOUTHERLY by a way leading to Amero Court, or Amero Court, forty-six (46) feet; and
- EASTERLY by Amero Court, seventy (70) feet.

Together with whatever rights may be appurtenant to the described premises, as set forth in the deed of Augusta B. Thompson to Michael Foley, recorded in Essex South District Registry of Deeds, Book 1222, Page 397.

Being the same premises conveyed to Mortgagors herein by deed of M. Marguerite Curtis dated November 3, 1976, to be recorded herewith.

SECOND:

Two certain parcels of land with buildings thereon situated on Forest Avenue and Wisteria Streets in said Salem, now commonly numbered 9-11 Forest Avenue (formerly 16 Wisteria Street, 16½ Wisteria Street and 11 Forest Avenue) and bounded and described as follows:

PARCEL I

NORTHERLY by Forest Avenue 75 feet; EASTERLY by Wisteria Street 85 feet; SOUTHERLY by lot No. 14 on plan hereinafter referred to 75 feet; and WESTERLY by land now or late of Almy 85 feet.

Being lot numbered 13 and a portion of lot numbered 12 on Plan of Lots of the Almy Estate made by Charles A. Putnam, Surv., dated Dec. 10, 1896, and recorded with Essex South District Deeds, Book 1497, Page 1, and containing about 6375 square feet.

See
B.6631
P. 330

Deed
& 3 notes
B.6692
Page 63,
64, 69
+ 71

BK6324 PG302

Subject to the reservations, restrictions and agreements contained in a deed from Martha L. Roberts to Mary L. Gibbs, dated March 20, 1912, and recorded in said Registry in Book 2134, Page 512, insofar as the same are now in force and applicable.

PARCEL II

EASTERLY by Wisteria Street 75.00 feet; SOUTHERLY by land now or late of Sibley 83 feet; WESTERLY by other land now or late of Sibley 75 feet; and NORTHERLY by land now or late of Merrow and Parcel I hereinabove described, 83.00 feet.

Said Parcel II is shown as Lot 1 on "Plan of Land in Salem, Mass. Belonging to George Sibley, drawn by Charles A. Metcalf, Surv., July 1913, recorded with deed in Book 2221, Page 139, and contains about 6223 square feet according to said plan.

Both Parcel I and Parcel II hereinbefore described are conveyed subject to a Taking for extending Wisteria Street to Forest Avenue recorded in Book 2207, Page 130.

Being the same premises conveyed to the Mortgagors herein by deeds of Naumkeag Trust Company, Executor under the Will of Sophie L. Sage (Essex Probate #334562) and William G. Bates, both deeds of even date to be recorded herewith.

Including as a part of the realty all portable or sectional buildings, heating apparatus, plumbing, ranges, mantels, storm doors and windows, oil burners, gas and oil and electric fixtures, screens, screen doors, awnings, air conditioning apparatus, and other fixtures of whatever kind and nature, on said premises, or hereafter placed thereon prior to the full payment and discharge of this mortgage, insofar as the same are or can by agreement of the parties be made a part of the realty.

This mortgage is upon the statutory condition, and upon the further conditions:

First. That the undersigned and each subsequent owner of the equity of redemption of the real estate at any time covered by this mortgage, shall at all times be a member of the said Co-operative Bank, and shall hold one or more unmatured, paid-up, savings or matured shares, in his own name; and that the provisions of Chapter 170 of the General Laws, as amended, and other applicable laws shall at all times be complied with; and failure to comply with this requirement shall constitute a breach of condition of this mortgage, for which the unpaid balance of the loan secured by this mortgage shall become due and payable forthwith, at the option of the said Bank;

Second. The Mortgagee is hereby specifically authorized to pay when due, or any time thereafter, all municipal taxes, charges and assessments, and insurance premiums, upon the mortgaged property and to charge the same to the account of the Mortgagor. In order to provide the Mortgagee with sufficient funds with which to make said payments, the Mortgagor shall pay to the Mortgagee on the same day of each month that the principal and interest payments are due in addition to the payments of the principal and interest provided for in the note secured by this mortgage, a monthly apportionment of the sum estimated by the Mortgagee to be sufficient to make all said payments as they shall become due, and any balance due for any of said payments shall be paid by the Mortgagor. If at the time of making any of said payments said Mortgagee has not received from said Mortgagor under the provisions of this paragraph sufficient funds to pay the same, the Mortgagee shall forthwith notify the Mortgagor by mail sent to his last known address, and shall request him to pay to said Mortgagee within ten days thereafter the balance due on said payment and the failure of said Mortgagor to pay to the Mortgagee such sum within said period shall be a breach of the condition of this mortgage;

Third. That the Mortgagor shall keep all and singular the said premises in such repair, order and condition as the same are now in or may be put in while this mortgage is outstanding, reasonable wear and tear and damage by fire only excepted, and shall not permit or suffer any violation of any law or ordinance affecting the mortgaged premises. The Mortgagor shall keep the buildings now or hereafter standing on said land insured against fire and (when required by the Mortgagee) also against other casualties and contingencies (such as flood), in sums satisfactory to the Mortgagee; and all insurance upon said buildings shall be for the benefit of, and first payable in case of loss to the Mortgagee, and the Mortgagor shall deposit all of said insurance policies with the Mortgagee;

Fourth. That failure to comply with any of the other conditions under which this mortgage is written or failure to pay any of said installments within thirty (30) days from the date when the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

Fifth. In the event of default in any of the terms or conditions of this mortgage or of the note secured hereby any expense incurred by the Mortgagee including attorney's fees, in connection with the bringing of proceedings for leave to foreclose said mortgage or the undertaking of such foreclosure proceedings shall be borne and paid by the Mortgagor.

Sixth. It is expressly understood and agreed that with respect to any sums collected by or held by the Mortgagee pursuant to paragraph Second, the Mortgagee shall not be obliged to pay interest thereon, nor to account for any profits realized by investing such sums, and no fiduciary relationship shall exist between the Mortgagor and the Mortgagee concerning said sums other than the obligation by the Mortgagee to apply such funds for the purposes intended. The immediately preceding sentence shall not be applicable with respect to such sums held for the purposes of the payment of real estate taxes on the mortgaged premises wherever this instrument creates a mortgage lien on a dwelling house of four or fewer separate households occupied or to be occupied, in whole or in part, by the Mortgagor.

BK6324 PG304

For any breach of the statutory condition or for any breach of any condition of this mortgage the Mortgagee shall have the statutory power of sale.

In the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the whole sum of principal and interest then remaining unpaid shall become immediately due without notice at the option of the Mortgagee, or the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured, and in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee and no extension of the time for the payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either in whole or in part.

Wherever the words Mortgagor and Mortgagee are used herein they shall include their several heirs, executors, administrators, successors, grantees and assigns subject to the limitations of law and of this instrument, and if the context requires, the words Mortgagor and Mortgagee and the pronouns referring to them shall be construed as plural, neuter or feminine.

WITNESS OUR hands and seals this 14th day of July 1977

John E. Curtis
Mary M. Peever

The Commonwealth of Massachusetts

Essex, ss. Feb 14 1977

Then personally appeared the above-named John E. Curtis and Mary M. Peever

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

John C. Fittman
Notary Public - ~~Essex~~ Essex

My commission expires _____ 19____

My Commission Expires
December 27, 1980

ESSEX SS. RECORDED Feb 15, 1977 PAST 9 A.M. INST. # 39

acknowledged said instrument by him executed to be his free act and deed. George S. Davis Justice of the Peace Essex ss. Rec'd Mar 20. 1912. 3 o m past 9 a. m. Recorded & Examined

M. L. Roberts

to

M. L. Gibbs

(w. G. H.)

Know all men by these presents that I Martha L. Roberts, of Salem, in the County of Essex, and Commonwealth of Massachusetts, single woman, in consideration of one dollar and other valuable consideration to me paid by Mary L. Gibbs, wife of Calvin F. Gibbs of said Salem, the receipt whereof is hereby acknowledged do hereby give, grant, bargain, sell and convey unto the said Mary L. Gibbs and her heirs and assigns forever a certain parcel of land situated in said Salem, with the buildings thereon, bounded and described as follows viz: northerly by Forest Avenue seventy five (75) feet; Easterly by Wistaria Street eighty five (85) feet; southerly by lot no 14 on plan hereinafter referred to seventy five (75) feet; westerly by land now or late of Almy eighty five (85) feet. Being lot numbered 13 and a portion of lot numbered 12 on a plan of Lots of the Almy Estate made by Charles A. Putnam, Sur. dated Dec 10. 1896 and recorded with Essex South District Deeds Book 1497 Page 1 and being the same premises conveyed to the said Martha L. Roberts, by Joseph L. Simon and Nellie Simon, by deed dated Nov 9. 1909 and recorded with said Deeds Book 1989 Page 558 excepting a strip of land five feet in width conveyed to Emma S. Almy et al, Trustees, by deed dated Sept 27. 1910 and recorded Book 2041 Page 570. The above premises are conveyed subject to the following reservation, restrictions and agreements: the grantee and her heirs and assigns shall build and maintain all division fences at no expense to the estate of James F. Almy so long as said Almy estate owns any adjacent land: no building or any part thereof, except steps, save coverings porches, or piazzas shall be erected or placed on the premises within 15 feet of the southerly line of Forest Avenue, or within 8 feet of the westerly line of Wistaria Street and that no building except one dwelling house, with garage or other outbuildings, usually appurtenant thereto, shall be erected or maintained on said premises, and that no such dwelling house shall contain or be used for more than two tenements. To have and to hold

the granted premises, with all the privileges and appurtenances thereto belonging, to the said Mary L. Gibbs and her heirs and assigns, to their own use and behoof forever. and I hereby for myself and my heirs, executors and administrators, covenant with the grantee and her heirs and assigns, that I am lawfully seized in fee simple of the granted premises: that they are free from all incumbrances except as aforesaid 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 persons. I M WITNESS WHEREOF I the said Martha L. Roberts hereunto set my hand and seal this twentieth day of March in the year one thousand nine hundred and twelve.

Signed and sealed } Martha L. Roberts seal
 in presence of } Commonwealth of
 A. L. Averill } Massachusetts Essex ss

March 20, 1912. Then personally appeared the above named Martha L. Roberts, and acknowledged the foregoing instrument to be her free act and deed, before me.

Arthur L. Averill notary Public.

Essex ss. Recd Mar 20. 1912. 35 m past 9 a.m. Recorded & Examined

Know all men by these presents that we Alvin F. Gibbs and Mary L. Gibbs, his wife, in her own right, both of Salem, in the County of Essex and Commonwealth of Massachusetts, in consideration of twenty four hundred dollars paid by Martha L. Roberts, of said Salem, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Martha L. Roberts a certain parcel of land, with the buildings thereon, situated in said Salem, bounded and described as follows, viz: northerly by Forest Avenue seventy five (75) feet: Easterly by Westaria Street eighty five (85) feet: Southerly by lot no 14 on plan hereinafter referred to seventy five feet: Westerly by land now or late of Almy eighty five (85) feet. Being lot numbered 13 and a portion of lot numbered 12 on a Plan of Lots of the Almy Estate made by Charles A. Putnam Sur. dated Dec 10. 1896, and recorded with Essex South District Deed Book 1497 Page 1 being the same premises conveyed to the said

e. F. Gibbs.
 et ux
 to
 M. L. Roberts.

Discharge
 B. 2203 P. 38

therein, on demand; and such sale shall forever bar the grantor and all persons claiming under him from all right and interest in the premises at law and in equity, and it is mutually agreed that the benefit of any entry shall inure to any purchaser at said sale, who shall be held to claim thereunder in case of any defect in the sale; that the grantee or its successors or assigns may purchase at said sale, and that no other purchaser shall be answerable for the application of the purchase money. And the grantor for himself and his heirs and assigns, does further covenant with the grantee and its successors and assigns, that on such sale he, or they will, upon request, execute and deliver such a release as shall confirm said sale, and vest the title to the premises sold in the purchaser thereof, and in case of any default as aforesaid he will and his heirs, executors, administrators and assigns shall upon demand pay all expenses incurred and reasonable charges made in advertising, selling or foreclosing this mortgage, whether such foreclosure is completed or not. And Provided also, That until some breach of any of the conditions of this deed, the grantee shall have no right to sell or to enter and take possession of the premises. and for said consideration I, Hedwidge Patenaude, wife of the said Alfred Patenaude, do hereby release to the grantee and its successors and assigns all right of Dower and Homestead in the granted premises, and proceeds thereof in case of sale, and agree to join in any confirmation of such sale. In Witness Whereof We, the said Alfred Patenaude and - Patenaude, have hereunto set our hands and seals this third day of November in the year of our Lord one thousand nine hundred and nine.

Alfred Patenaude seal

Signed, sealed and de-

Hedwidge Patenaude seal

livered in presence of

Commonwealth of Massachusetts, Essex,

U. S. Haskell to both.

ss. November 3, 1909. Then personally ap-

peared the above named Alfred Patenaude, and acknowledged the above instrument to be his free act and deed,

Before me, Ulysses S. Haskell Justice of the Peace.

Essex ss. Rec'd, Nov. 3, 1909. 46 m. past 11 a. m. Recorded and Examined

J. L. Simon
et ux
to
M. L. Roberts

Know all men by these presents that me, Joseph L. Simon and Nellie Simon, his wife, in her own right, both of Salem, in the County of Essex, and Commonwealth of Massachusetts, in consideration of One Dollar and other valuable considerations paid by Martha L. Roberts, of said Salem, the

receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Martha L. Roberts, and her heirs and assigns forever, a certain parcel of land, situate in said Salem, bounded and described as follows: northerly by Forest Avenue eighty (80) feet; easterly by Wistaria Street eighty five (85) feet; southerly by lot No. 14 on plan hereinafter referred to eighty (80) feet; and westerly by lots numbered 10 and 11 on said plan eighty five (85) feet; being lots numbered 12 and 13 on a Plan of Lots of the Army Estate made by Charles A. Putnam, Sur., dated Dec. 10, 1896, and recorded with Essex South District Registry of Deeds, Book 1497, Page 1, and being the same land conveyed to the said Nellie Simon by Henry M. Ives, by deed dated Oct. 14, 1909, and recorded with said Registry of Deeds. The above premises are conveyed subject to the following reservations, restrictions and agreements; the grantee and her heirs and assigns shall build and maintain all division fences at no expense to the estate of James F. Army so long as said Army estate owns any adjacent land; no building or any part thereof, except steps, eaves, coverings, porches, or piazzas shall be erected or placed on the premises within fifteen (15) feet of the southerly line of Forest Avenue, or within eight (8) feet of the westerly line of Wistaria Street. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging to the said Martha L. Roberts and her heirs and assigns, to their own use and behoof forever, and we hereby for ourselves and our heirs, executors and administrators, covenant with the grantee and her heirs and assigns that the said Nellie Simon is lawfully seized in fee simple of the granted premises, that they are free from all incumbrances, that we have good right to sell and convey the same as aforesaid; and that we will and our heirs, executors, and administrators shall warrant and defend the same to the grantee and her heirs and assigns forever against the lawful claims and demands of all persons. In witness whereof we, the said Joseph L. Simon and Nellie Simon hereunto set our hands and seals this ninth day of November, in the year one thousand nine hundred and nine.

Nellie Simon seal
 Signed and sealed Joseph L. Simon seal
 in presence of } Commonwealth of Massachusetts, Essex
 Abraham J. Davis } ss, November 9, 1909. Then personally appeared the above named Joseph L. Simon and Nellie Simon and acknowledged the foregoing instrument to be their free act and deed, before me, Arthur L. Averill, Notary Public, Seal.