



HISTORIC
SALEM INC

8 ½ Daniels St

Built c. 1915

for Joseph Kowalski, farmer

and his wife, Julianna

Researched and written by Dan Graham

May 2022



Image taken from property record card for 8 ½ Daniels Street on Patriot Properties website.

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

The history of 8 ½ Daniels is entrenched in the history of 6/8 Daniels Street, for which a Historic Salem report exists. See also the MACRIS report for 6/8 Daniels Street (SAL.2584). According to city atlases and directories, 6 Daniels and 8 Daniels were partitioned as separate addresses for most of their lifetimes, with 8 ½ Daniels emerging in the early 1900s as part of the same deed history. The first appearance of 8 ½ Daniels is on the 1906-1938 atlas, which identifies the structure as "FLATS." That being said, the 1911 atlas does *not* show the structure. Based on the research conducted as part of this report, the structure's likely construction occurred in or immediately prior to 1917, given that this was the first year in which residents were identified as occupying the building. The property record cards for 8 ½ Daniels Street on Patriot Properties suggest 1915 as the year of construction. In the deed history, the property does not appear as its own parcel of land until Book 4930 Page 152 (dated June 12, 1962). Wilfred and Lionel R. Pelletier partitioned the land after receiving it from the Kowalski family, its original owners. A survey of the land is included as part of the deed history below.

In terms of the structure itself, local architectural historian Vijay Joyce contributed the following description:

8 ½ Daniels Streets is a typical early 20th century vernacular multi-family home, known colloquially as a 'triple-decker,' commonly found in New England. Resting atop a fieldstone foundation is an all-wood structure of three floors tall, nearly identical as

evidenced by the order and layout of the windows, capped by a flat roof. The cornice is detailed with pairs of wood brackets, evenly spaced on each face above a continuous dentil molding; a typical detail for the style. The roof overhang is shallow at all points except for a deep overhang on the northern side supported by a simple wood bracket, set at an angle, providing shelter for the front entryway that is facing East toward Daniels St. The siding is wood clapboard with wood corner boards. The Northern rear face has three covered decks stacked upon one another, supported with square posts and a square-balustered railing system.

Like 6/8 Daniels Street, 8 ½ Daniels was home to various tenants, many of them Polish immigrants. Attracted to job opportunities in the city's mills and factories, Polish immigrants began arriving in Salem en masse around 1890, accounting for about 8% of the city's overall population by 1911. Religion played a strong role in the Polish community and as the number of Polish Catholics in Salem grew, the need for a permanent house of worship became apparent. Nearby Herbert Street and Union Street became the heart of the Polish Catholic presence in the city, after the opening of St. John the Baptist Church, a parochial school, convent, and rectory.

The new church catalyzed the settlement of Polish immigrants in the neighborhood and multiple single-family homes were converted or replaced with multi-family tenements to house the growing population. Indeed 8 ½ Daniels Street seems to have been constructed exclusively for this purpose. The Derby Street neighborhood became a tight knit hub of all Polish activities with multiple shops, restaurants, and social clubs in the area catering to Poles from all regions and religions. Even the House of the Seven Gables (the namesake of Nathaniel Hawthorne's 1851 novel) played a crucial role in this community. Caroline Emmerton opened the museum in

1910 to support her adjacent settlement house, which provided classes and workshops to the local immigrant community, a role the museum still upholds to this day.

Closer to 8 ½ Daniels, the Polish American Citizens Club (PACC) moved its headquarters across the street to 9 Daniels in 1928 (see MACRIS SAL.2619). Founded in 1916 – right around the time of 8 ½ Daniels’ construction – the PACC grew out of efforts to promote citizenship and naturalization among Salem’s Polish immigrants, a project that was strongly supported by the St. Joseph Society and community leaders such as Teofil Bartnicki, Felix Rybicki, and Wladyslaw Sobocinski (who lived on Daniels and likely had relatives at 6/8 Daniels in the early 1900s). The building has remained part of the community, later becoming (and remaining) the home of the local Polish Legion of American Veterans post, which had originally used the old firehouse at 128 Derby Street as its meeting place.

The first owners of 8 ½ Daniels Street were Joseph (b. 1870, Poland; d. 1948, Danvers) and Julianna Kowalski (nee Robierska; her parents were Annie and John) (b. 1876, Poland; d. 1953, Salem). The couple were married on August 31, 1895 in Salem. They had at least five children: Edmund (1903-1985); John (b. 1904); Stasia (b. 1909; also identified as Clara S.); William (b. 1912); and Albert (b. 1914). William and Albert were executors of Julianna’s will and, in 1955, sold the Daniels Street properties to Wilfred and Lionel R. Pelletier. According to the 1910 Census, Joseph and Julianna Kowalski obtained U.S. citizenship in 1890 and 1892, respectively, though other years were reported in other census accounts. Joseph’s profession in 1910 and other census data was identified as “farmer.” By this year, Julianna had given birth to ten children with five having survived. While the family owned the Daniel Street properties, the 1910 and 1920 Censuses show them living on Tedesco Street in Marblehead. City directories

throughout the 1920s have the Kowalski family living at 8 ½ Daniels, however; and the 1930 Census lists them at 6-R Daniels. While the 8 ½ address does not show up in the 1930 Census, it is very likely that 6-R and 8 ½ were used somewhat interchangeably given that two other families – the Dancausses and Jastrzembskis – were also said to be residing at 6-R according to the 1930 Census while featuring at 8 ½ in city directories from 1917 through the 1930s.

Though Joseph was identified as a “farmer” in nearly all censuses consulted in this research, the 1926 Salem Directory associates him with Derby Shoe Manufacturing Co. Inc. at 51 Canal Street. This site was home to two shoe manufacturers – E. S. Woodbury Company and J. T. Hopkins’ Sons (established in 1882), the latter of which specialized in fine women’s and misses’ shoes. His sons were identified as shoeworkers for each of the available city directories from the 1920s.

Significantly, Joseph Kowalski and Wladyslaw Jastrzembki were involved in early efforts by Polish immigrants to create a mutual benefit association around the turn of the century in 1897. According to *In the Heart of Polish Salem: An Ethnohistorical Study of St. Joseph Hall and Its Neighborhood*, Kowalski (whose name features as “Jozef” rather than the Americanized “Joseph”) and Jastrzembki were two of seven men who created a Society of Saint Joseph (the other men were A. S. Kotarski, Farniczek Luziensi, Jozef Laskowski, Marcin Witos, and Franciszek Sobocinski). Kowalski served as the Board’s vice president and president in 1899 and 1900, respectively. Freely available online, *In the Heart of Polish Salem* is worthwhile of further investigation regarding Polish immigrants in Salem as well as potential ties to the Daniels Street neighborhood and residents: <http://npshistory.com/publications/sama/in-heart-polish-salem.pdf>.

Owner	Years of Ownership	Number of Years	Purchase Price	Document Referenced (Book-Page)
Julianna + Joseph Kowalski	1909-1928	19	“\$1 and other valuable considerations”	1949-521 1958-504 1958-505
Julianna Kowalski	1928-1955	27	“for consideration paid”	2797-599
Lionel R Pelletier + Wilfred Pelletier	1955-1958	3	\$14,500	4187-289
Theresa C Pelletier	1958-1962	4	“for consideration paid”	4487-369
William H. K. Donaldson	1962-1974	12	“for consideration paid”	4930-152
John J Connelly III John A Driscoll	1972-1974	2	\$50,000 \$20,000	5936-470 5936-472 5936-476
Edmund L Phelan + Marguerite H Phelan	1974-1985	11	\$31,477.17	6059-306 7642-284 (established right of way)
John J Runnals + Sara J Runnals	1985-1994	9	n/a	11979-318 12676-154
William H Pitman	1994-2005	11	\$163,550	12676-154
Jeremy McElwain + Mary Fortunato	2005-2006	1	\$489,020	24390-487 25084-5
Matthew DeFelice	2005-2013	8	\$262,500	25111-526 25395-52
Paul Kirby	2013-present	9	\$250,000	32432-370
Roopika Risam	2013-present	9	\$263,000	32628-310
Michael Egan + Amanda Campbell	2021-present	1	“less than \$100”	39643-305

Residents	Directory Year	Directory Notes
Walter A Jastrgembski, moulder Theophile Dancausze Frank Sentkowski, morocco dresser	1917-31 1917-21 1917-21	Jastrgembski and Dancausze were noted as living at rear
Jozef + Julia Kowalski John Kowalski, shoemaker Edward Kowalski, shoemaker Alice Kowalski, milliner Exena Dancause Joseph Kowalski Joseph Waleszkiewicz, leather worker Nelly Waleszkiewicz	1922, 1924, 1926 1922, 1924, 1926 1922, 1924, 1926 1922, 1924, 1926 1931 1931 1931 1931	8 ½ Daniels
Andrew W Jastrzembski Josephine Jastrzembski Waclaw Jastrzembski, sign painter William Radzyski John Maciejewski Jessie Maciejewski Eug Maciejewski, shoemaker Henry Radzyski, shoemaker John Radzyski, shoemaker Frances Radzyski John Jaskiel	1933-35 1935 1933-35 1933-37 1933-37 1935-36 1935-36 1935 1935 1935 1935 1937	8 ½ Daniels
John Jaskiel Victoria Jaskiel William Radzyski John J Maciejewski Joseph Bulkowski Henry E Jendrzak	1947 1948, 1950, 1951 1947, 1948, 1950, 1951, 1954, 1959 1947, 1948, 1950, 1951, 1954, 1959 1954 1959	8 ½ Daniels

Note: Available City Directories span 1837-1964. All currently accessible City Directories were consulted. Some years were not available at the time of research. 1917 is the first year in which 8 ½ features in a directory.



Kowalski family headstone, Saint Mary's Cemetery, Salem, MA. Images obtained from:
<https://www.findagrave.com/memorial/82098321/joseph-kowalski>



MARRIAGES REGISTERED in the City of Salem for the Year eighteen hundred and ninety-four

No.	WEDDING PLACE OF MARRIAGE	DATE OF WEDDING	NAME, SURNAME AND BIRTH OF BRIDE AND AIDED (Name of bride's mother)	AGE OF BRIDE AT MARRIAGE	SEX	COMPLEXION	PLACE OF BIRTH OF BRIDE	NAME OF FATHER (Name of groom)	WEDDING PLACE	NAME, RESIDENCE AND OCCUPATION OF GROOM AT TIME OF MARRIAGE
231	August 11 1895	John K. Kowalski	23	Male	Polish	Poland	William C. & Adeline Kowalski	First	George S. Kowalski	Salem
232	August 31	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
233	August 31	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
234	August 31	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
235	August 31	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
236	August 31	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
237	September 1	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
238	September 1	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
239	September 1	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
240	September 1	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
241	September 1	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
242	September 1	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
243	September 1	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
244	September 1	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
245	September 1	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
246	September 1	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
247	September 1	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
248	September 1	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
249	September 1	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
250	September 1	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
251	September 1	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
252	September 1	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
253	September 1	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
254	September 1	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
255	September 1	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
256	September 1	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
257	September 1	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
258	September 1	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
259	September 1	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street
260	September 1	Julia Kowalski	23	Female	Polish	Poland	Michael & Mary Jurek	First	John M. Kowalski	S. Bates Street

I hereby certify that the above return is correct according to the best of my knowledge and belief.

J. Clifford Esters

Marriage record for Joseph and Julia (Julianna) Kowalski (nee Robierska). The date of their marriage was August 31, 1895. Image obtained from: https://www.ancestry.com/imageviewer/collections/2511/images/41262_b139413-00532?treedid=&personid=&rc=&usePUB=true&_phsrc=gMt208&_phstart=successSource&pld=813872

DEPARTMENT OF COMMERCE - BUREAU OF THE CENSUS
FIFTEENTH CENSUS OF THE UNITED STATES: 1930
POPULATION SCHEDULE

Enumeration District No. 6-244
Supervisor's District No. 7

Sheet No. 79

Ward of city Ward 1 Precinct 65

City Beverly

Enumerated June 1, 1930

Residence on April 1, 1930 100 Mary K. Kowalski

PLACE OF BIRTH	SEX	AGE	MARRIAGE	RELATION	RACE	SINGLE	MARRIED	DIVORCED	WIDOWED	PLACE OF BIRTH	MARRIAGE	RELATION	RACE	SINGLE	MARRIED	DIVORCED	WIDOWED	OCCUPATION AND INDUSTRY	PROPERTY VALUE	MORTGAGE	EDUCATION		
																					GRADES ATTENDED	YEARS ATTENDED	
6-R	W	28	1	Head	Polish					Poland		Head	Polish									8	8
6-R	W	26	1	Wife	Polish					Poland		Wife	Polish									8	8
6-R	M	12	0	Son	Polish					Poland		Son	Polish									8	8
6-R	F	10	0	Daughter	Polish					Poland		Daughter	Polish									8	8
6-R	M	8	0	Son	Polish					Poland		Son	Polish									8	8
6-R	F	6	0	Daughter	Polish					Poland		Daughter	Polish									8	8
6-R	M	4	0	Son	Polish					Poland		Son	Polish									8	8
6-R	F	2	0	Daughter	Polish					Poland		Daughter	Polish									8	8
6-R	M	1	0	Son	Polish					Poland		Son	Polish									8	8
6-R	F	1	0	Daughter	Polish					Poland		Daughter	Polish									8	8

1930 Census showing Kowalski family as well as Dancausze and Jastrgembski families living on Daniels Street. Note that families were identified as living at 6-R. Image obtained from: https://www.ancestry.com/imageviewer/collections/6224/images/4606999_00766?treeid=&personid=&rc=&usefUB=true&phsrc=gMt209&phstart=successSource&pid=312969

SERIAL NUMBER		1. NAME (Print)		ORDER NUMBER
1180		William Walter Kowalski		815
2. ADDRESS (Print)				
120 Center St. Danvers Essex Mass				
3. TELEPHONE				
4. AGE IN YEARS				
29				
5. PLACE OF BIRTH				
Marblehead				
6. COUNTRY OF CITIZENSHIP				
U.S.A.				
7. NAME OF PERSON WHO WILL ALWAYS KNOW YOUR ADDRESS				
Mrs. Julia Kowalski				
8. RELATIONSHIP OF THAT PERSON				
Mother				
9. ADDRESS OF THAT PERSON				
120 Center St. Danvers Essex Mass				
10. EMPLOYER'S NAME				
Joseph Kowalski				
11. PLACE OF EMPLOYMENT OF BUSINESS				
120 Center Danvers Essex Mass				
I AFFIRM THAT I HAVE VERIFIED ABOVE ANSWERS AND THAT THEY ARE TRUE.				
REGISTRATION CARD		D. S. S. FORM 1		
(over)		William W. Kowalski		
		(Registrant's signature)		

William Walter Kowalski's draft card, 1940. Image obtained from: <https://www.ancestry.com/family-tree/person/tree/183227527/person/412385591912/hints?usePUBJs=true>

Massachusetts Cultural Resource Information System

Scanned Record Cover Page

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



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

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

This file was accessed on: Sunday, September 26, 2021 at 3:31: PM

Place (DS)

SM 2584

AREA 35	FORM NO. 354
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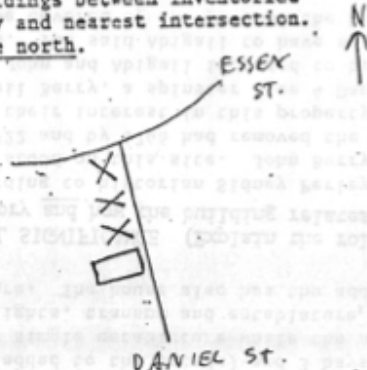
FORM B - BUILDING

MASSACHUSETTS HISTORICAL COMMISSION
80 BOYLSTON STREET, BOSTON, MA 02116



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

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



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

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

(Staple additional sheets here)

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

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

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

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

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

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

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

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

80 BOSTON STREET BOSTON, MASS. 02111
HISTORIC PRESERVATION COMMISSION

FORM 2 - BUILDING

32 32
1981 1981

Massachusetts Cultural Resource Information System

Scanned Record Cover Page

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



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

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SAL. 2619

FORM B - BUILDING



Assessor's number
35-383

USGS Quad
Salem

Area(s)

Form Number
2619

Town Salem

Place (neighborhood or village) Derby Street

Address 9 Daniels Street

Historic Name

Uses: Present Social Club

Original Residential

Date of Construction c.1810

Source maps, directories

Style/Form

Architect/Builder unknown

Exterior Material:

Foundation Stone

Wall/Trim Brick

Roof (not visible)

Outbuildings/Secondary Structures

none

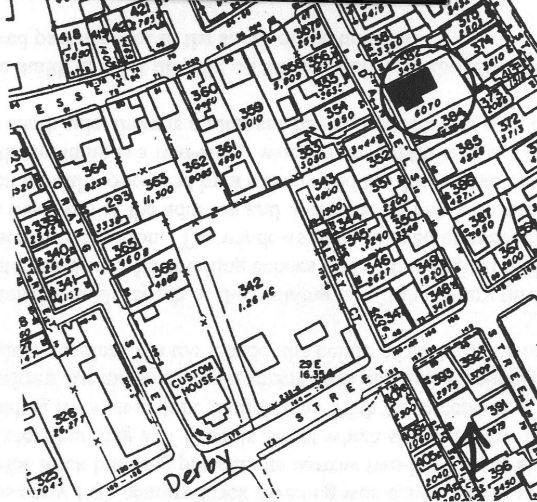
Major Alterations (with dates) (c.1930) - south addition,
removal of facade cornice

Condition good

Moved no yes Date

Acreage 6070 SF

Setting densely built-up 19th century residential



Recorded by Lisa Mausolf

Organization Salem Planning Department

Date (month/year) April 1998

RECEIVED

neighborhood between Essex Street and the waterfront

SEP 30 1998

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

MASS. HIST. COMM

BUILDING FORM (9 Daniels Street)**ARCHITECTURAL DESCRIPTION**

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

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

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

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

HISTORICAL NARRATIVE

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

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

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

BIBLIOGRAPHY and/or REFERENCES

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

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

FORM B - BUILDING

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

SAR 2619

In Area no. B135	Form no. 2619
---------------------	------------------



Salem Ma Place - DS
Address 9 Daniels St
Present use Polish-Club
Present owner
Description:
1810-20
Source SHDSCR
federal

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

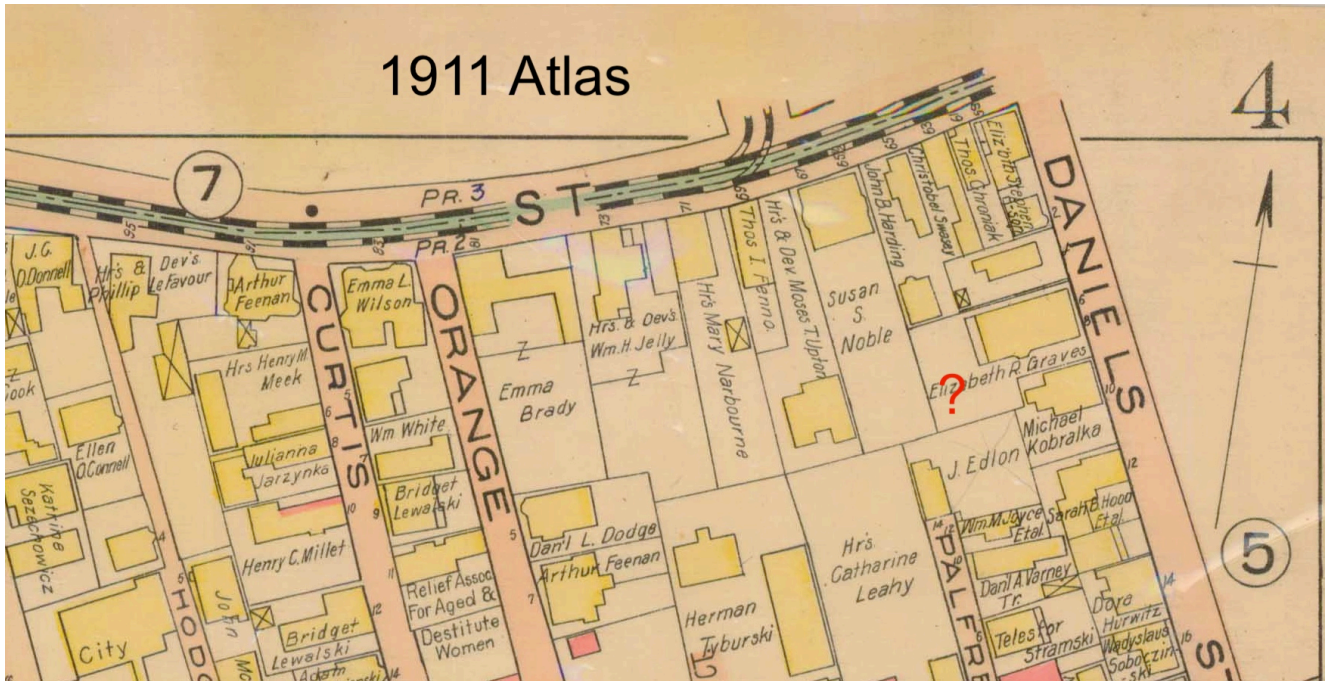
JUNE 1979

Back to back to #7 Daniels an identical 3 story - plus hip roof brick house built at same time. Altered with roof + an ell added covering original entrance. No windows on back facing #7 (#7 has no windows either) likely they built at same time.

Architect
Exterior wall fabric brick Polish Bond
Outbuildings (describe)
Other features
Altered Date
Moved Date
5. Lot size:
One acre or less Over one acre
Approximate frontage 25 feet
Approximate distance of building from street on street
6. Recorded by Jim Dunn
Organization Restore Salem Inc
Date 3/22/80

(over)

1911 Atlas



15

1906-1938 Atlas

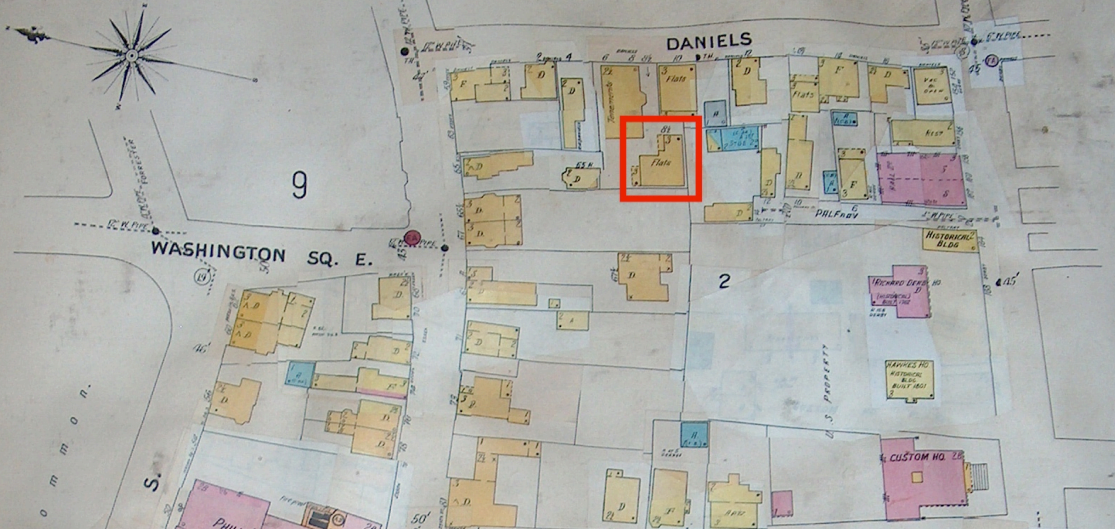
10

DANIELS

9

WASHINGTON SQ. E.

2



0 m m o n.

S.

CUSTOM HO. 22

HISTORICAL BLDG

PHILADEL

FLATS

FLATS

FLATS

FLATS

FLATS

FLATS

FLATS

FLATS

FLATS

FLATS

FLATS

FLATS

FLATS

FLATS

FLATS

FLATS

FLATS

FLATS

Unofficial Property Record Card - Salem, MA

General Property Data

Parcel ID 35-0353-801
 Prior Parcel ID 11 --
 Property Owner RISAM ROOPKA
 RISAM RANJIT/RISAM MANJIT
 Mailing Address 8 1/2 DANIELS STREET U1
 City SALEM
 Mailing State MA Zip 01970
 Parcel/Zoning R2

Account Number
 Property Location 8 1/2 DANIELS STREET
 Property Use Condo
 Most Recent Sale Date 7/3/2013
 Legal Reference 32828-310
 Grantor LAU,CHRISTINA
 Sale Price 263,000
 Land Area 0.070 acres

Current Property Assessment

Card 1 Value Building Value 312,400 Xtra Features Value 0 Land Value 0 Total Value 312,400

Building Style CONDO
 # of Living Units 1
 Year Built 1915
 Building Grade Average
 Building Condition Good
 Finished Area (SF) 1100
 Number Rooms 5
 # of 3/4 Baths 0

Building Description

Foundation Type Brick/Stone
 Frame Type Wood
 Roof Structure Flat
 Roof Cover Tar+Gravel
 Siding Clapboard
 Interior Walls Plaster
 # of Bedrooms 2
 # of 1/2 Baths 0

Flooring Type Hardwood
 Basement Floor Concrete
 Heating Type Forced HW
 Heating Fuel Oil
 Air Conditioning 0%
 # of Bsmt Garages 0
 # of Full Baths 1
 # of Other Fixtures 0

Legal Description

Narrative Description of Property

This property contains 0.070 acres of land mainly classified as Condo with a(n) CONDO style building, built about 1915, having Clapboard exterior and Tar+Gravel roof cover, with 1 unit(s), 5 room(s), 2 bedroom(s), 1 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

Unofficial Property Record Card - Salem, MA

General Property Data

Parcel ID 35-0353-802
 Prior Parcel ID 11 -
 Property Owner EGAN MICHAEL J
 CAMPBELL AMANDA C
 Mailing Address 8 1/2 DANIELS STREET U2
 City SALEM
 Mailing State MA Zip 01970
 Parcel/Zoning R2

Account Number
 Property Location 8 1/2 DANIELS STREET
 Property Use Condo
 Most Recent Sale Date 3/15/2021
 Legal Reference 39643-305
 Grantor CAMPBELL,AMANDA
 Sale Price 0
 Land Area 0.070 acres

Current Property Assessment

Card 1 Value Building Value 252,300 Xtra Features Value 0 Land Value 0 Total Value 252,300

Building Style CONDO
 # of Living Units 1
 Year Built 1915
 Building Grade Average
 Building Condition Average
 Finished Area (SF) 1066
 Number Rooms 5
 # of 3/4 Baths 0

Building Description

Foundation Type Brick/Stone
 Frame Type Wood
 Roof Structure Flat
 Roof Cover Tar+Gravel
 Siding Clapboard
 Interior Walls Plaster
 # of Bedrooms 2
 # of 1/2 Baths 0

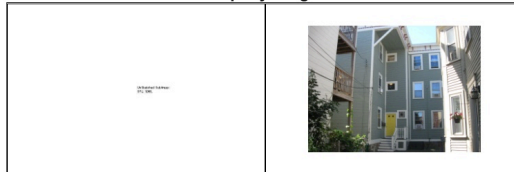
Flooring Type Hardwood
 Basement Floor Concrete
 Heating Type Forced HW
 Heating Fuel Gas
 Air Conditioning 0%
 # of Bsmt Garages 0
 # of Full Baths 2
 # of Other Fixtures 0

Legal Description

Narrative Description of Property

This property contains 0.070 acres of land mainly classified as Condo with a(n) CONDO style building, built about 1915, having Clapboard exterior and Tar+Gravel roof cover, with 1 unit(s), 5 room(s), 2 bedroom(s), 2 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

Unofficial Property Record Card - Salem, MA

General Property Data

Parcel ID 35-0353-803
 Prior Parcel ID 11 --
 Property Owner KRBY PAUL B
 Mailing Address 8 1/2 DANIELS STREET UNIT 3
 City SALEM
 Mailing State MA Zip 01970
 ParcelZoning R2

Account Number
 Property Location 8 1/2 DANIELS STREET
 Property Use Condo
 Most Recent Sale Date 5/1/2013
 Legal Reference 32432-370
 Grantor DEFELICE, MATTHEW
 Sale Price 250,000
 Land Area 0.070 acres

Current Property Assessment

Card 1 Value Building Value 287,300 Xtra Features Value 0 Land Value 0 Total Value 287,300

Building Description

Building Style CONDO
 # of Living Units 1
 Year Built 1915
 Building Grade Average
 Building Condition Good
 Finished Area (SF) 1175
 Number Rooms 5
 # of 3/4 Baths 0

Foundation Type Brick/Stone
 Frame Type Wood
 Roof Structure Flat
 Roof Cover Tar+Gravel
 Siding Clapboard
 Interior Walls Plaster
 # of Bedrooms 2
 # of 1/2 Baths 0

Flooring Type Hardwood
 Basement Floor Concrete
 Heating Type Forced HW
 Heating Fuel Oil
 Air Conditioning 0%
 # of Bsmt Garages 0
 # of Full Baths 1
 # of Other Fixtures 0

Legal Description

Narrative Description of Property

This property contains 0.070 acres of land mainly classified as Condo with a(n) CONDO style building, built about 1915, having Clapboard exterior and Tar+Gravel roof cover, with 1 unit(s), 5 room(s), 2 bedroom(s), 1 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

Deeds

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

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

R. J. Mc Cartney.
 to
 J. Kowalski.

right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators, shall warrant and defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons except as aforesaid. And for the consideration aforesaid I, Nellie A. Mc Bartney, wife of the said Robert J. Mc Bartney do hereby release unto the said grantee and his heirs and assigns all right of or to both dower and homestead in the granted premises, all rights by statute and all other rights and interests therein. In witness whereof we the said Robert J. Mc Bartney and Nellie A. Mc Bartney hereunto set our hands and seals this thirtieth day of December in the year one thousand nine hundred and eight.

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

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

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

livered in presence of } Commonwealth of Mas-
 J. B. Hannan to } rachusetts. Essex. March 20.
 Both signatures } 1909. Then personally appeared
 the above named Annie E. Dashon and acknowledged
 the foregoing instrument to be her free act and deed,
 before me, Joseph B. Hannan, Justice of the Peace.
 Essex. Recd Mar. 22. 1909. 40 m. past 9 am. Recorded and Examined.

J. Kowalski
 to
 L. O. Clark

Know all men by these presents that I, Joseph Kowalski of Marblehead, in the County of Essex and Commonwealth of Massachusetts in consideration of one dollar and other valuable considerations paid by Lucile O. Clark of Salem, in said County the receipt whereof is hereby acknowledged, do hereby remise, release, and forever quitclaim unto the said Lucile O. Clark a parcel of land with the buildings thereon, situate on Daniels Street in said Salem, and bounded and described as follows: easterly by said street fifty three (53) feet; then southerly by land of Brown forty nine and one half (49 1/2) feet; then easterly by land of said Brown, nineteen (19) feet and four (4) inches; then southerly by land of Brown and land of Ames, sixty (60) feet; then westerly by land of Noble seventy nine and one half (79 1/2) feet; then northerly by land of Harding thirty seven and one half (37 1/2) feet, more or less; then westerly three (3) feet more or less by land of said Harding; and then northerly, seventy (70) feet, more or less, by land of Manning to Daniels Street. Being the same premises conveyed to me by deed of Robert G. McCartney dated December 30th, 1908 and recorded with the Essex South District Registry of Deeds, Book 1949 page 521. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Lucile O. Clark and her heirs and assigns, to their own use and behoof forever. And I do hereby for myself and my heirs, executors, and administrators, covenant with the said grantee and her heirs and assigns that the granted premises are free from all incumbrances made or suffered by me and that I will, and my heirs, executors, and administrators shall, warrant and defend the same to the said grantee and her heirs and assigns forever against the lawful claims and demands of

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

Signed and sealed in presence of _____ Joseph Kowalski seal
Julianna ^{her} Kowalski seal
mark

Commonwealth of Massachusetts, Essex Co. Salem;
January 29th, 1909. Then personally appeared the above named Joseph Kowalski and acknowledged the foregoing instrument to be his free act and deed,

before me, Morgan J. McSweeney, Justice of the Peace
Essex Co. Rec'd Mar. 23, 1909, 50 m. past 12 P.M. Recorded and Examined.

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

to belonging, to the said Joseph Kowalski and Juliana Kowalski and their heirs and assigns, to their own use and behoof forever. And I do hereby for myself and my heirs, executors, and administrators, covenant with the said grantee - and their heirs and assigns that the granted premises are free from all incumbrances made or suffered by me and that I will, and my heirs, executors, and administrators shall, warrant and defend the same to the said grantee and their heirs and assigns forever against the lawful claims and demands of all persons claiming by, through, or under me but against none other. In witness whereof I the said Lucile O. Clark being unmarried hereunto set my hand and seal this second day of January in the year one thousand nine hundred and nine.

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

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

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

now or formerly of said Almy Trust, fifty-three and two hundredths (53.02) feet, and thence northwesterly by the parcel next described, one hundred and ten (110) feet to the corner begun at, containing about 5681 square feet. Also the land in said Salem bounded northwesterly by said Highland Avenue, fifty (50) feet; northeasterly by parcel above described one hundred and ten (110) feet; southeasterly by other land now or formerly of said Almy Trust, fifty (50) feet and southwesterly by a proposed street forty (40) feet in width, fifty (50) feet; containing about 5500 square feet. Both of said parcels are conveyed subject to the restrictions and assessments contained in the deed of said premises to me by Emma S. Almy and Donald S. Emmerton of said Salem, Trustees, under a declaration of trust, dated November 8, 1920 and recorded with Essex South District Deeds, Book 2468, page 219, which deed is dated June 14, 1926 and recorded with Essex South District Registry of Deeds, Book 2768, page 410. This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale and I, Annie R. Meaney wife of said mortgagor release to the mortgagee all rights of dower and homestead and other interests in the mortgaged premises. WITNESS our hands and seals this fifteenth day of March 1929. Michael J. Meaney (seal)
Samuel Rosen) Mrs. Anna R. Meaney (seal)

THE COMMONWEALTH OF MASSACHUSETTS Suffolk, ss. Boston, March 15, 1929.
Then personally appeared the above-named Michael J. Meaney and acknowledged the foregoing instrument to be his free act and deed,
before me, Samuel Rosen Justice of the Peace
My Commission expires Feb. 17 1933.

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

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

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

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

Alphonse S. Bachorowski Justice of the Peace

My commission expires Oct. 13, 1933

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

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

We hereby certify that on the 25th day of March in the year one thousand nine hundred and twenty nine we were present and saw the Salem Five Cents Savings Bank by Orlando S. Leighton, its Treasurer the mortgagee named in a certain mortgage given by Lazara Mickaelian to the said Salem Five Cents Savings Bank dated May 27, A. D. 1920, and recorded in Essex South District Registry of Deeds, Book 2458 Page 29 make an open, peaceable and unopposed entry on the premises described in said mortgage, for the purpose, by him declared, of foreclosing said mortgage for breach of conditions thereof.

COMMONWEALTH OF MASSACHUSETTS) Elmer W. Liebsch
Essex ss. March 26, 1929. Then) Daniel F. O'Rourke
personally appeared the above-named Elmer W. Liebsch and Daniel F. O'Rourke and made oath that the above certificate by them subscribed is true,
before me Walter L. Neeley Notary Public (Notarial seal)
Essex ss. Received Mar. 26, 1929, 35 m. past 10 A. M. Recorded and Examined

Discharge
Hill
et al

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

THE COMMONWEALTH OF MASSACHUSETTS) Ervin F. Hill (seal)
Essex ss. March 13th 1929 Then) Helen E. Hill (seal)

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

before me Charles Leighton Justice of the Peace

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

We, William Kowalski of Salem and Albert Kowalski of Danvers, both in the County of Essex
~~EXECUTOR OF THE ESTATE OF~~ ~~ADMINISTRATOR OF THE ESTATE OF~~ ~~THE~~ ~~COMMON~~ ~~GUARDIAN~~ ~~OF~~ ~~THE~~ ~~PROPERTY~~ ~~OF~~ ~~THE~~ ~~ESTATE~~ ~~OF~~ ~~JULIAN~~ ~~KOWALSKI~~
~~RECEIVER~~ ~~OF~~ ~~THE~~ ~~PROPERTY~~ ~~OF~~ ~~THE~~ ~~ESTATE~~ ~~OF~~ ~~JULIAN~~ ~~KOWALSKI~~
~~ADMINISTRATOR~~ ~~OF~~ ~~THE~~ ~~ESTATE~~ ~~OF~~ ~~JULIAN~~ ~~KOWALSKI~~

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

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

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

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

Mass. Excise Stamps \$ 16.40 affixed and cancelled on back of this instrument
U. S. Docum. Stamps \$ 15.25 affixed and cancelled on back of this instrument

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

William Kowalski
Albert Kowalski
Administrators with the will annex of the Estate of Julian Kowalski

The Commonwealth of Massachusetts

Essex ss. July 20, 1955

Then personally appeared the above named William Kowalski and Albert Kowalski,

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

Alphonse J. Bacherowski
Notary Public - ~~Notary Public~~

My commission expires Oct 7 1961

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

We, Lionel R. Pelletier and Wilfred Pelletier, jointly with the right of survivorship and not as tenants in common, both

of Salem, Essex County, Massachusetts, being ~~un~~married, for consideration paid, grant to Theresa C. Pelletier, wife of Wilfred J. Pelletier, in her own right,

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

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

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

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

I, Mary G. Pelletier, wife of Lionel R. Pelletier and I, Theresa C. Pelletier, wife of Wilfred Pelletier ^{husband} ~~wife~~ of said grantor,

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

Witness our hands and seals this 21st day of August, 1958.
Jordan F. ...
Wilfred J. Pelletier
Theresa C. Pelletier

The Commonwealth of Massachusetts

Essex, ss. August 21, 1958

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

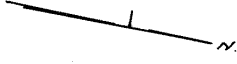
Jordan F. ...
Notary Public — Justice of the Peace
My commission expires December 1, 1962

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

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

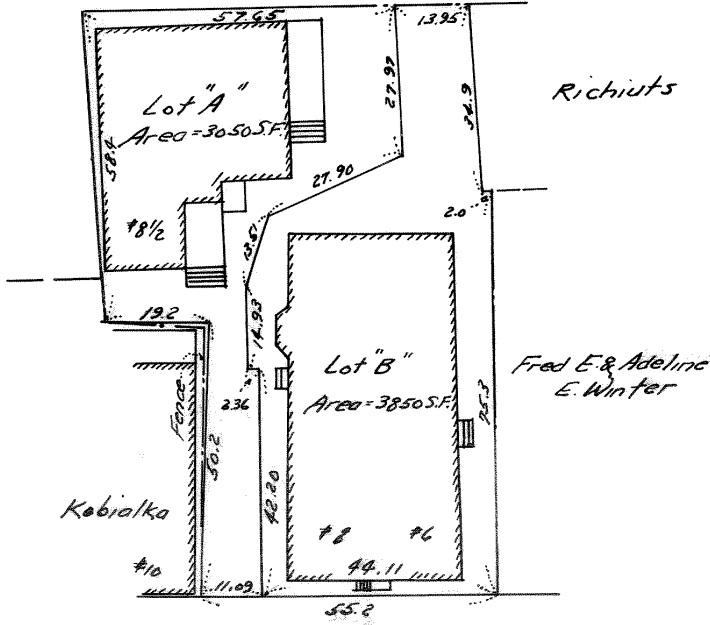
344
1962

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



Matilda Nowak

Mary A.
Nowak



Daniels St.

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

4930

152

*See
69222
1537
Dis. 1/11/62*

& Plan I, Theresa C. Pelletier

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

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

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

Containing 3850 square feet, according to said plan.

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

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

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

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

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

Mass. Excise Stamps \$ 16.45 affixed
and cancelled on back of this instrument

Theresa C. Pelletier
Wilfred J. Pelletier

The Commonwealth of Massachusetts

Essex ss. June 12, 1962.

Then personally appeared the above named Theresa C. Pelletier

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

Daniel LaFitz
Notary Public—Justice of the Peace

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

My commission expires March 30, 1968.

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

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

BK 5936 PG 458

DECLARATION OF TRUST

establishing

THE VARUNA REALTY TRUST

Agreement and Declaration of Trust executed on and as of the 26th day of DECEMBER, 1972, by JOHN J. CONNELLY, III of Salem, Essex County, Massachusetts, hereinafter called the Trustees, which term shall so extend to and include whoever shall from time to time be the Trustee or Trustees hereunder.

ARTICLE I

It is hereby agreed and declared that all real and personal property of every kind and character, together with the income therefrom and the proceeds thereof (all of the foregoing being hereinafter sometimes called the trust property or assets) which the Trustees may at any time acquire shall be held by them upon the trusts, under the conditions, and with the powers set forth in this instrument.

ARTICLE II

All acts of the Trustees relating to this Trust may be done under the name set forth in the heading of this instrument, or such other name or names as the Trustees may from time to time adopt.

ARTICLE III

Purpose

This trust is created for the purpose of acquiring, holding, managing, investing or otherwise dealing in real and personal property and interests in real and personal property and for the purpose of engaging in such further businesses and activities, whether or not similar thereto, as the Trustees in their opinion deem advisable. Without limiting the generality of the foregoing

JOHN R. SERAFINI
ATTORNEY AT LAW
125 WASHINGTON ST.
SALEM, MASS.

the purpose of the Trust shall include the borrowing of money and the issuing of notes, bonds or other obligations, secured or unsecured, purchasing, leasing, exchanging or otherwise acquiring, holding, selling or otherwise dealing in any real or personal property or any rights or interests which the Trustees may consider necessary or convenient for the purpose of its business; purchasing, acquiring, receiving, holding, selling, or otherwise dealing in all or any part of the capital stock, notes or other evidences of debts, or other securities of any individual, corporation, association, or organization including its own; guaranteeing, endorsing, or otherwise pledging its credit for the benefit of any other individual, corporation, association or organization to advance or serve the other interests of this Trust; and carrying on any other business or activity which may legally be carried on by the Trust.

ARTICLE IV

Powers of the Trustees

Except as herein otherwise expressly provided, the Trustees in general shall have the power to deal with the trust property as if they were the absolute owners thereof, free of all trusts and to take any other action that they may deem beneficial to the Trust. Without limiting the generality of the foregoing, they shall also have the following powers:

A. To purchase or otherwise acquire and to hold, develop, improve and manage any real or personal property; to invest any of the trust property in such manner as they may deem advisable without being limited as to the kind or amount of any investment; to sell, exchange or otherwise dispose of and convey any real or personal property or any interest therein for such considerations and upon such terms and conditions as they may deem advisable to join with others in the acquisition or development of real or personal property or any interest therein; to borrow money or acquire assets on a

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purchase money loan basis, and to issue bonds, notes or other evidences of indebtedness, and to secure the same by mortgage or pledge of all of or any part of the trust assets, provided that any such obligations shall bind the trust property only, and not the Trustees or shareholders individually, unless it is necessary for the Trustees or shareholders to co-sign notes or other evidences of indebtedness in order to borrow money; to lend money without or with security; to execute leases as Lessor or as Lessee, including leases for terms expiring after the expiration of the Trust; to hold any property or any interest in property in the name of agents or nominees without disclosure of the Trust; and to make such contracts, agreements, undertakings, and commitments in the name and behalf of the Trust as they deem appropriate. No license of court shall be requisite to the validity of any transaction entered into by the Trustees with respect to the trust estate.

B. To prosecute, compromise, submit to arbitration, or abandon any claim or dispute involving the trust property or assets and pay all debts, expenses or claims against them upon such evidence as they deem proper.

C. To adopt by-laws and rules in the nature of by-laws for the administration of the Trust and to change the same from time to time; and such by-laws or rules shall control the action of the Trust while in effect, but no person dealing with the Trust or the Trustees need inquire as to the existence of the same or compliance therewith, but may rely completely upon this Trust instrument as amended in accordance with the provisions hereof or upon any certificate as hereinafter provided.

D. To deposit monies of the Trust in any bank or trust company, or with any bankers, and to entrust to any bank or banker, trust company or safe deposit company for safekeeping any of the securities and any documents and papers comprised in or relating to the trust estate.

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E. To appoint a President, Treasurer, Secretary, and such other officers as the Trustees deem appropriate. An officer may, but need not, be a Trustee. Such officers shall be subject to removal by the Trustees at any time. To employ and discharge agents and employees, legal counsel, accountants, and other professional advisers, any of whom may, but need not be, a Trustee or officer. To delegate to any of the officers, agents, employees, or to one or more of the Trustees, any power or powers of the Trustees. No Trustee shall be liable for the act or neglect of any other Trustee, nor of any officer, agent or employee.

F. Any Trustees or Trustee may by an instrument in writing grant to any other Trustee the power and authority to exercise on behalf of the Trust any of the powers, authority and discretion of such grantor Trustee or Trustees hereunder, so that while said delegation is in effect the Trustee to whom such powers, authority and discretion are granted may exercise the same as if he were acting in the capacity of Trustees in place and stead of such grantor in addition to acting as Trustees in his own capacity; and in the event of such grant, the grantee Trustee shall, in all matters requiring or permitting the vote of the Trustees, have one vote in his own capacity and one vote as grantee of each Trustee who has made such grant of powers, authority, and discretion to him.

G. The Trustees may determine reasonable compensation for themselves as Trustees and also the compensation of any officer, employee or agent of the Trust.

ARTICLE V

Appointment, Resignation, Removal and Other Matters Concerning Trustees

A. Not more than one Trustee shall be required hereunder, and not more than three trustees shall be permitted. No Trustee shall be required to be a

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shareholder, nor to give bond or surety in any form.

B. Any Trustee may resign by a written instrument signed and acknowledged by such Trustee and such resignation shall become effective when accepted by the Trustees.

C. Successor and additional Trustees may be appointed by the holders of a majority of the voting shares entitled to vote on the matter. Any such appointment shall become effective upon written acceptance of the office by the new Trustee. Upon the appointment of any successor Trustee, title to the trust estate shall thereupon without any conveyance vest in said succeeding Trustee jointly with the remaining Trustee or Trustees, if any.

D. Any Trustee may be removed by the holders of a majority of the voting shares entitled to vote in the election of a Trustee to fill the vacancy. Any such removal shall be effective forthwith upon such action being taken.

E. Except as otherwise expressly provided in this instrument, any action or vote taken by or any decision made by the Trustees shall be by a majority of the then Trustees. No meeting, formal, or informal, shall be required for them to act.

ARTICLE VI

Execution of Instruments

A. All instruments, documents, and papers, whether or not under seal (including, but not limited to, deeds, mortgages, bills of sale, leases, contracts, releases, notes, checks, drafts, securities, assignments, endorsements, and proxies) may be signed, sealed, executed, acknowledged and delivered on behalf of the Trust by such Trustee or Trustees, officer or agent as shall be authorized by action or vote of the Trustees. All instruments, documents and papers either executed as aforesaid, accompanied by a certificate as set forth in Paragraph B of Article VII, or executed by a majority of the Trustees, shall be conclusive evidence thereunder at the time of the delivery thereof that this Trust

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was in full force and effect and that the person or persons executing such instrument were duly authorized to execute and deliver the same and that the execution and delivery thereof were in every respect binding upon the Trustees and the Trust.

B. All agreements, obligations, instruments, papers and actions by or in the name and behalf of this Trust shall be made, incurred, executed, signed or taken by or in the name of the Trust, and shall, in such cases and in such manner as the Trustees deem advisable, expressly exempt the Trustees and shareholders from personal liability and expressly provide that the trust property alone shall be liable thereunder or by reason thereof.

C. The Trustees may from time to time adopt and use a form of seal for this Trust, forms for certificates representing shares hereunder, and such other forms as they deem appropriate.

ARTICLE VII

Protection of Persons Dealing with Trust

A. No corporation, person, or transfer agent shall be held to examine into the trusts hereunder, but such corporations, person, or transfer agent may deal with trust property as if the Trustees were the owners thereof free of all trusts; and no such corporation, person, or transfer agent dealing with the Trustees shall be required to see to the application of any money or property paid or delivered to any Trustee or agent of the Trustees.

B. A certificate signed by a majority of the Trustees for the time being, or by any one Trustee and the Secretary certifying as to who are the Trustees for the time being, or as to any action by the Trustees or shareholders, or as to any other act effecting or relating to the Trust or the trust instrument, may be treated as conclusive evidence thereof by persons dealing with this Trust.

C. Any Trustee, shareholder, officer, or agent of this Trust or any firm, trust, corporation, concern or estate in which he is interested as a member,

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126 WASHINGTON ST.
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trustee, director, officer, beneficiary, shareholder, agent, fiduciary, or otherwise, may sell to, buy from, contract with and otherwise deal with this Trust as freely and effectually as though no interest or fiduciary relation existed; and the Trustees hereunder shall have power to exercise or concur in exercising all powers and discretions given to them hereunder or by law, notwithstanding that they or any of them may have a direct or indirect interest, personally or otherwise, in the mode, result, or effect of exercising such powers or discretions.

ARTICLE VIII

Protection of Trustees and Shareholders

A. A trust, and not a partnership, is created by this Declaration. The relationship of the shareholders to the Trustees is solely that of cestuis que trust, and neither the shareholders nor the Trustees are partners.

B. No shareholder shall be personally liable for any obligation or liability incurred by this Trust or by the Trustees, and the Trustees shall have no right of indemnity or exoneration against the shareholders in respect thereof.

C. Subject to Paragraph F. of this Article, no Trustee shall be personally liable for any obligation or liability incurred by this Trust or by the Trustees, and each Trustee shall be entitled to reimbursement and exoneration out of the Trust estate according to law.

D. The Trust estate alone shall be liable for the payment or satisfaction of all obligations and liabilities incurred in carrying on the affairs of this Trust.

E. Proceedings against this Trust may be brought against the Trustees as Trustees hereunder but not personally. The Trustees shall be parties thereto only insofar as necessary to enable such obligation or liability to be enforced against the trust estate.

F. No Trustee shall be liable to this Trust or the shareholders except

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for his own acts, neglects, and defaults in his faith.

ARTICLE IX

Shares and Shareholders

A. The beneficial interests hereunder shall be represented by such shares as the Trustees may determine. The shares may be preferred shares or common shares or both, and may be issued in any number of classes and, within each class, in one or more series, all as the Trustees may determine. The Trustees are authorized to fix the designations, preferences, privileges, and voting powers of the shares of each such class and series and the restrictions or qualifications thereof. Without limiting the generality of the foregoing, the Trustees may fix the number of shares to constitute each class and series, which number may from time to time be increased or decreased, and the distinctive designations thereof; the dividend rate on the shares and whether the dividends shall be cumulative or noncumulative; whether or not the shares or a class or series shall be redeemable and, if redeemable, all of the terms and conditions of redemption; the conversion rights, if any, of any class or series, as well as provisions for adjustment of the conversion rate, in such events as the Trustees shall determine; the amount per share payable on the shares of each class and series upon voluntary or involuntary liquidation, dissolution, or winding up of the trust; the voting rights of each class and series; the restrictions, if any, on the transfer of the shares of any class or series; and such other terms and conditions as the Trustees may determine.

B. The number of shares which the Trustees may authorize shall be unlimited. The Trustees from time to time may issue such shares, including fractional shares, upon such terms and conditions, in such amounts, to such persons, at such times, and for such considerations as they may from time to time deem appropriate. No holder of any class or series of shares shall be

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SALEM, MASS.

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entitled to subscribe for any additional shares of such class or series or any other class or series unless the Trustees shall otherwise determine.

C. Except as specifically otherwise provided in this instrument as it may from time to time be amended, or as the Trustees may from time to time determine under Paragraph A above, the holders of common shares shall have exclusive voting power on any matter on which the vote or consent of shareholders is authorized or required to be given under the terms hereof. No amendment of this Declaration of Trust may be made nor shall the Trustees take any action which modifies and adversely affects the rights of holders of any class or series of shares except with the written assent of the holders of a majority of the outstanding shares of such class or series.

D. Each shareholder shall be entitled to a certificate signed by a Trustee, and the Secretary or an assistant Secretary, if there be such officers.

E. Shares shall be transferable only on the books of the Trust by assignment in writing by the person entitled to make such transfer hereunder or his agent or legal representative, upon surrender and cancellation of the certificate or certificates therefor. The Trustees may treat the holder of record for all purposes as the owner of the share or shares standing in his name.

F. Shareholders, insofar as action by them is required or permitted, may act with or without a meeting and may act either personally or through their agent or proxies or through their guardians, or other legal representatives. The holders of a majority of the shares of any class or series shall constitute a quorum at any meeting of such class or series.

G. Meetings of shareholders may be called by any Trustee, or by any shareholder owning at least ten per cent (10%) of any class or series of shares. A written notice stating the time, place and purposes of the meeting shall be mailed to all shareholders at least three days before such meeting by the person calling such meeting or by the Trustees. Any shareholder may by

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writing waive notice of any meeting, assent to the record thereof after the meeting and give proxies, and any one of such procedures or combination thereof shall have the same effect as if the shareholders attended the meeting and voted his shares there.

ARTICLE X

Termination

This Trust shall terminate upon the expiration of twenty (20) years after the death of all of the original Trustees, and may be sooner terminated by vote of, or by an instrument or instruments in writing signed by a majority of the Trustees and by the holders of a majority of each class and series of the voting shares outstanding. Upon the termination of the Trust, subject to the payment or making provision for the payment of all obligations and liabilities of the Trust and the Trustees and payment to the holders of preferred shares, if any, the net assets of the Trust shall be distributed among the holders of the common shares, on a share for share basis except as may be otherwise provided in the authorizations creating the classes and series of shares. In making any such distribution, the Trustees may sell all or any portion of the trust property and distribute the net proceeds thereof, or they may distribute any of the assets or undivided interests therein in kind, at such valuations as they may deem to be fair, their determination to be conclusive upon all parties. Upon termination of the Trust, the foregoing powers shall be deemed to include the power to transfer the trust property or any portion thereof to any association, trust or corporation in exchange for securities of the association, trust or corporation and for the purpose of distributing the securities so received to shareholders in the manner set forth above. In making any transfer pursuant to distribution, they may make such transfer subject to any or all of the liabilities of the Trust or on condition of the shareholders assuming in a manner satisfactory to the Trustees the obligation to pay and discharge the obligations and

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ATTORNEY AT LAW
126 WASHINGTON ST.
SALEM, MASS.

liabilities of the Trust. The powers of the Trustees shall continue until the affairs of the Trust have been wound up.

ARTICLE XI

Recording

The Trustees may record this instrument in any Registry of Deeds or Land Court Registry in the Commonwealth of Massachusetts. If they so record, all amendments to this Trust and all changes of persons constituting the Trustees from time to time shall be recorded in the Registry where this Trust is first recorded. If they so record, any person dealing with the Trustees or any of them or the trust property, may assume without further inquiry that there has been recorded or filed in said Registry notice of all amendments of or additions to the trust instrument, of any resignation, removals, appointments, or other changes of Trustees, or of any other matter affecting the terms or existence of this Trust, and all such persons shall be fully protected in relying on the state of the record in said Registry without further inquiry. Any person dealing with the trust property or the Trustees or any of them may, however, without resort to said Registry, always rely conclusively on a certificate as authorized under Paragraph B of Article VII. The Trustees may record this instrument in any other place they deem appropriate.

ARTICLE XII

Amendments

The terms of this Declaration of Trust may from time to time be amended, added to, or rescinded in any particular whatsoever by vote of, or by a written instrument signed by a majority of the Trustees and assented to or approved in writing by the holders of a majority of each class and series of the outstanding voting shares. Such action shall become effective upon its execution.

ARTICLE XIII

Miscellaneous

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ATTORNEY AT LAW
120 WASHINGTON ST.
SALEM, MASS.

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This document shall be governed by and construed under the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, three (3) identical copies hereof have been executed under seal by the Trustees on the day and date first above written.

John J. Connelly III
John J. Connelly III

Commonwealth of Massachusetts

Essex, SS. December 26th, 1972

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

John R. Serafini
John R. Serafini
Notary Public
My commission Expires: July 8th, 1977

CERTIFICATE -- December 26, 1972

I, JOHN J. CONNELLY, III; Trustee, and I, Pauline G. Connelly, Secretary of The Varuna Realty Trust, hereby certify that the Trustee for the time being of The Varuna Realty Trust is John J. Connelly, III.

John J. Connelly III
Pauline G. Connelly

Commonwealth of Massachusetts

Essex, SS. December 26th, 1972

Then personally appeared the above-named, John J. Connelly, III, and Pauline G. Connelly, and acknowledged the foregoing to be their free act and deed, before me,

John R. Serafini
John R. Serafini, Notary Public
My commission expires: July 8th, 1977.

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JOHN R. SERAFINI
ATTORNEY AT LAW
120 WASHINGTON ST.
SALEM, MASS.

ESSEX SS. RECORDED Dec 26 1972 48 M. PAST 3 P. M. INST. # 132

BK 5936 PG 470

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

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

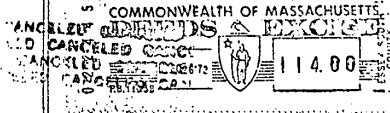
PARCEL #1. The land in said Salem, together with the buildings thereon, situated at 8½ Daniels Street and being shown as Lot "A" on a plan of "Land of Wilfred J. & Lionel R. Pelletier, Daniels Street, Salem, Mass., Scale 1 inch = 20 ft., May, 1962, Edwin T. Brudzynski, Registered Surveyor", which plan is recorded with Essex South District Registry of Deeds, Book 4930, Page 152, said Lot A is more particularly bounded and described as follows:

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

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

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

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



BK5936 PG471

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

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

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

EXECUTED as a sealed instrument this 26th day of December, 1972.

Peter A. Lagos
Peter A. Lagos

Mary P. Lagos
Mary P. Lagos

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

December 26th, 1972.

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

William H. Driscoll
NOTARY PUBLIC

My commission expires: 5/17/78

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

See
B 11158
P 199

BK 5936 PG 472

I, JOHN J. CONNELLY, ^{III} as I am Trustee of The Varuna Realty Trust, under a Declaration of Trust, to be recorded herewith,
of Danvers, Massachusetts; Essex County, Massachusetts
~~to be recorded~~ for consideration paid, grant to The Merchants-Warren National Bank of Salem, a banking corporation duly established under the laws of the United States of America with its principal place of business in Salem, Massachusetts;

with mortgage covenants to secure the payment of Thirty thousand and no/100
\$30,000.00 ----- Dollars

in twenty (20) ----- years with nine (9%) ----- per cent interest, per annum payable monthly as provided in my note of even date,

~~to be recorded~~ Two parcels of land in Salem, Essex County, Massachusetts, bounded and described as follows:-- (Description and encumbrances, if any)

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

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

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

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

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

(continued)

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

BK 5936 PG 474

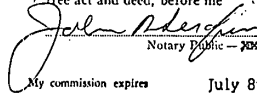
The Commonwealth of Massachusetts

Essex.

Dec., 26th, 1972

Then personally appeared the above named John J. Connelly, III, Trustee,

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


Notary Public — ~~XXXXXXXXXXXX~~
My commission expires July 8th, 1977

ESSEX CO. RECORDED Dec 26 1972 48 M. PAST 3 P.M. INST. # 134

BK 5936 PG 475

DISCHARGE OF MORTGAGES

KNOW ALL MEN BY THESE PRESENTS that we, JOHN A. DRISCOLL and WILLIAM H.K. DONALDSON, mortgagees and present holders of two certain mortgages both being from PETER A. LAGOS and MARY P. LAGOS to JOHN A. DRISCOLL and WILLIAM H.K. DONALDSON and being respectively mortgage deed dated May 29, 1970 recorded with Essex South District Registry of Deeds in Book 5686 at Page 719, and mortgage deed dated April 7, 1972 and recorded with Essex South District Registry of Deeds in Book 5867 at Page 346 acknowledge satisfaction of the same.

WITNESS our hands and seals this twenty-sixth day of December, 1972.

John A. Driscoll
William H.K. Donaldson

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

December 26, 1972

Then personally appeared the above-named JOHN A. DRISCOLL and WILLIAM H.K. DONALDSON and acknowledged the foregoing instrument to be their free act and deed, before me.

John A. Driscoll
Notary Public
My commission expires July 9, 1977

ESSEX SS. RECORDED Dec 26 1972 48 M. PAST 3 P. M. INST. # 135

BK 5936 PG 476

I, JOHN J. CONNELLY, III, Trustee of The Varuna Realty Trust,
under a Declaration of Trust recorded this day with Essex South
District Registry of Deeds,

of Danvers, Essex County, Massachusetts

for consideration paid, grant to JOHN A. DRISCOLL, of Peabody, Essex
County, Massachusetts, and WILLIAM H.K. DONALDSON, of Salem, Essex
County, Massachusetts,

with mortgage covenants, to secure the payment of

TWENTY THOUSAND (\$20,000.00)-----Dollars

in fifteen (15) years with nine (9%) per cent interest, per annum
payable monthly

as provided in note of even date, two parcels of land in Salem, Essex
County, Massachusetts, bounded and described as follows:-

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

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

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

Being the same premises conveyed to John J. Connelly, III,
Trustee of Varuna Realty Trust by deed of Peter A. Lagos,
et ux, this day and recorded with Essex South District
Registry of Deeds.

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

Dis
B. 7236
P. 17

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

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

Being the same premises conveyed to John J. Connelly, III, Trustee of The Varuna Realty Trust, by deed of Peter A. Lagos, et ux dated this day and recorded with Essex South District Registry of Deeds.

This mortgage is subject and inferior to mortgage of the within grantor to the Merchants-Warren National Bank of Salem, said mortgage having been recorded with Essex South District Registry of Deeds.

Together with all rights, easements and appurtenances thereto belonging, including as part of the realty, all portable or sectional buildings at any time placed upon said premises and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, screens, mantels, shades, screen doors, storm doors and windows, oil burners, gas burners and all other fixtures of whatever kind and nature at present or hereafter installed in or on the granted premises in any manner which renders such articles usable in connection therewith so far as the same are or can by agreement of parties, be made a part of the realty. The Mortgagor covenants and agrees that none of the aforesaid which are or may be used as appurtenances of the buildings on said premises are subject to any conditional sales or security agreements and in case there be any such at any time now or hereafter, the Mortgagor, or those claiming under him, will make all payments under such agreements or sales as and when due and payable.

- The mortgagor further covenants and agrees as follows:
1. To perform and observe all of the terms and conditions of the mortgage note secured by this mortgage;
 2. To pay to the mortgagee, in addition to the payments of principal and interest therein required, a monthly apportionment of the sum estimated by the mortgagee to be sufficient to make all payments of all taxes, charges and assessments upon the mortgaged property as they become due and any balance due for any of said payments shall be paid by the mortgagor to the mortgagee on demand. The mortgagee is hereby specifically authorized to pay when due or any time thereafter all of said payments and to charge the same to the account of the mortgagor;
 3. This mortgage shall also secure such further sums as may be advanced under General Laws, c. 183, s. 28A, or Acts in amendment or extension thereof;
 4. To insure and keep insured in sums and company or companies satisfactory to the mortgagee and for its benefit the buildings now or hereafter standing on said land against fire, and such other hazards, casualties and contingencies as the mortgagee may from time to time direct, and to deposit all such insurance policies with the mortgagee;
 5. That a foreclosure of this mortgage shall forever bar the mortgagor and all persons claiming under him from all right, title and interest in and to any and all of the fire or other hazard insurance policies on the buildings upon the land covered by this mortgage at the time of such foreclosure, including all rights to return premiums on cancellations, whether at law or in equity;
 6. That the mortgagor will keep all and singular the said premises in such repair and condition as the same are now or may be put in while this mortgage is outstanding;
 7. That he will not use or permit the premises to be used in violation of any law or municipal ordinance or regulation or for any unlawful or improper purpose;
 8. That he will not commit, permit or suffer any waste, impairment, or deterioration of the property or any part thereof;
 9. That upon default in any condition of this mortgage or the note secured hereby, the mortgagee may apply any sums credited by or due from the mortgagor to the mortgagee to cure such default without first enforcing any of the other rights of the mortgagee against the mortgagor or the mortgaged premises;
 10. That the mortgagor will pay on demand to the mortgagee, or the mortgagee may, at its option, add to the principal balance then due any sums advanced or paid by the mortgagee on account of any default, of whatever nature, by the mortgagor, or any sums advanced or paid, whether before or after default, for taxes, repairs, improvements or insurance, or any sums or equitable proceeding wherein the mortgagee deems any of the rights created by this mortgage are jeopardized or in issue;
 11. That this mortgage shall also secure the repayment of such future advances as the mortgagee may, from time to time for any purpose, make to the mortgagor, and the same may be added to the mortgage debt;
 12. That upon default in any condition of the mortgage or note secured hereby existing for more than thirty days, the entire mortgage debt shall become due and payable on demand at the option of the mortgagee. Failure to exercise this or any other option set forth herein shall not constitute a waiver of the right to exercise the same in the event of any other or any subsequent or continuation of this or any other default;
 13. That in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the mortgagor, 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 whether oral or in writing 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;
 14. That 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 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, feminine, or any one of them, if there be more than one;
 15. If any portion of the mortgage money is held back by the Mortgagee "on construction" or for any other purpose and the same has not been paid to the Mortgagor for a period of six (6) months from the date hereof, then and in such case the Mortgagee may, at its sole option, apply such unused funds towards the payment of the principal of the mortgage or note secured hereby, or have the work on said real estate completed and apply such withheld monies towards the payment for the same;
 16. If this mortgage and note secured hereby are insured under the Servicemen's Readjustment Act as amended, any provisions of said note or mortgage or other instruments executed in connection with the debt hereby secured that shall be contrary to said Act as amended, or to the regulations thereunder, shall be null and void to the extent that such provisions are so contrary;
 17. That in case of a foreclosure sale, the mortgagee shall be entitled to retain one per cent of the purchase money in addition to the costs, charges, and expenses allowed under the Statutory Power of Sale; and in case proceedings to foreclose have been begun, the holder of this mortgage shall be entitled to collect all costs, charges, and expense up to time of payment;
 18. In the event that any payment required hereunder or in the note secured hereby shall remain unpaid for a period exceeding fifteen (15) days from the time it shall be due, the Mortgagor shall pay a "late charge" of three cents (3¢) on each dollar so overdue.
- It is expressly understood and agreed, that this mortgage and the note and all other liabilities secured thereby shall become due and payable forthwith at the option of the mortgagee if the mortgagor shall convey away said mortgaged premises or any portion thereof or if the title thereto or any portion thereof shall become vested in any other person or persons in any manner whatsoever.
- The mortgagor, on demand of the mortgagee, will deliver to the mortgagee, financial and operating statements as they concern the mortgaged property.

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

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

includes

(Description and encumbrances, if any)

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

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

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

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

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

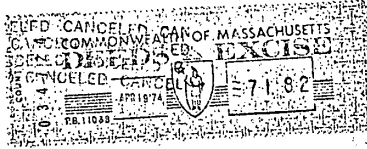
Containing 3,850 square feet, according to said plan.

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

The within conveyance is made subject to a mortgage to the Merchants' Union National Bank of Salem, Book 5936 Page 472 and a mortgage to William H. R. Donaldson et al recorded in Book 5936 Page 474
The Total Consideration for this conveyance is \$75,000.00

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

BK 6059 PG 307



Witness my hand and seal this 19th day of April 1974

Robert A. Delaney

John J. Connelly, III, Trustee

The Commonwealth of Massachusetts

Essex, ss.

April 19, 1974

Then personally appeared the above named John J. Connelly, III, Trustee

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

Robert A. Delaney
Notary Public - Justice of the Peace

My Commission Expires February 25th 1977

ESSEX SS. RECORDED April 19 1974 5:26 AM. PAST 12 PM. INST. # 122

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

10-

BOOK 7642 PAGE 284

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

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

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

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

Edmund L. Phelan
Edmund L. Phelan

Marguerite H. Phelan
Marguerite H. Phelan

1985 JAN 24 P. 244 # 238

THE COMMONWEALTH OF MASSACHUSETTS

Essex, ss

January 24, 1985

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

Before me, Robert J. Coakley
Robert J. Coakley, Notary Public
My Commission Expires: May 26, 1989

AFFIDAVIT UNDER G.L. c. 183. sect. 5B

07/25/94 03:51 Inst 395
BK 12676 PG 151

10

Property Address: 8 1/2 Daniels Street and 6 Daniels Street, Salem, Massachusetts

Reference Easement recorded with Essex South Registry of Deeds in Book 11979 Page 318

I, Lawrence J. O'Keefe, Esquire, of ^{Peabody} Salem, Massachusetts, having personal knowledge of the facts herein stated, under oath depose and say as follows: *sq/c*

1. The Easement recorded with Essex South Registry of Deeds in Book 11979 Page 318 states in the second paragraph that "[w]e hereby amend an easement previously recorded in Essex South District Registry of Deeds in Book 7642 Page 284 . . ." It is then stated in the last paragraph that "[t]his easement is intended to replace and revoke the prior easement referred to above dated January 24, 1985."

2. I am the attorney that drafted the easement and notarized the signatures of the parties to the document.

3 Due to inadvertance and error the conflicting statements were included in the document.

4. It was the intent of the parties involved to amend the original easement and not revoke the original easement.

Signed under the penalties of perjury this 25th day of July 1994.

Lawrence J. O'Keefe
Lawrence J. O'Keefe

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

July 25, 1994

Then personally appeared the above named Lawrence J. O'Keefe and made oath that the foregoing statement is true and acknowledged the foregoing to be his free act and deed, before me,

Debra S. MacLellan
Notary Public.
My Commission Expires: 04/07/00 10/7/99

CERTIFICATE

I, Craig P. Gilmartin, hereby certify that I am an attorney at law with offices at 172 Newbury Street, Boston, Massachusetts, and that the facts stated in the foregoing affidavit are relevant to the title to the premises therein described and will be of benefit and assistance in clarifying the chain of title thereto.



Craig P. Gilmartin Attorney

See
B.12676
p151

EASEMENT

1993070100231 Bk:11979 Pg:318
07/01/1993 8:49:00 OTHER Pg 1/2

MARGINAL REFERENCE REQUESTED
BOOK 7642 PAGE 284

We, John J. Runnals and Sara J. Runnals, owners of the land and buildings located at # 8½ Daniels Street, Salem, Massachusetts, shown as "Lot A" on a Plan described below; and Christopher Quinn, owner of the land and buildings located at # 6 Daniels Street, Salem, Massachusetts, shown as "Lot B" on the same plan referenced above; for all purposes the Plan being referenced is "Plan of Land of Wilfred J. and Lionel R. Pelletier, Daniels Street, Salem, Massachusetts, Scale 1" = 20 ft., May 1962, Edwin J. Brudzynski, Registered Surveyor", recorded in Essex Registry of Deeds as Plan Book 1962, Plan 344.

We hereby amend an easement previously recorded in Essex South District Registry of Deeds in Book 7642, Page 284, dated January 24, 1985, with the referenced Plan recorded therewith, which was entered into by our predecessors in title concerning the vehicle parking arrangements at or near the common boundary lines between said # 6 and # 8½ Daniels Street, Salem, Massachusetts.

The tenants of said Lot 'A' on said Plan shall be allowed three parking spots, one in front of the building shown on said Lot 'A', one to the rear of the building shown on said Lot 'B' and a third adjacent to the southeasterly side of the building located on said Lot 'B', two car lengths in from said Daniels Street.

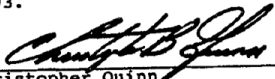
The tenants of said Lot 'B' shall be allowed two parking spots, one to the rear of the building shown on said Lot 'B' and a second spot on the southeasterly side of the building located on said Lot 'B' one car length in from said Daniels Street.

Parking shall only be for passenger vehicles and light pickup trucks. This easement allows all tenants entitled to

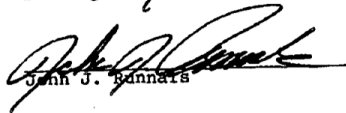
park by the terms hereof, to pass and repass, over the combined common areas referenced herein for the purpose of parking as so described.

This easement is intended to replace and revoke the prior easement referred to above dated January 24, 1985.

Executed as a sealed instrument this 4th day of June 1993.


Christopher Quinn


Sara J. Runnals

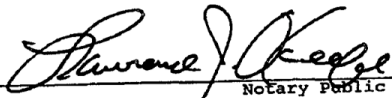

John J. Runnals

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

June 4 1993

Then personally appeared the above named Sara J. Runnals, John J. Runnals and Christopher Quinn and acknowledged the foregoing to be their free act and deed.


Notary Public
My commission expires 6-19-98

21-

We, John J. Runnals and Sara J. Runnals, husband and wife, of Peabody, Essex County, Massachusetts

For Consideration of One Hundred Sixty-Three Thousand Five Hundred Fifty and 00/100 (\$163,550.00) Dollars paid

grant to William H. Pitman, Jr. of 8 1/2 Daniels Street, Salem, Massachusetts

with QUITCLAIM COVENANTS

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

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

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

For our title see deed recorded herewith.

Said premises are also subject to and have the benefit of the following easements and restrictions:

Easement Agreement for the purpose of a Right of Way recorded with said Deeds in Book 7642, Page 284 as amended.

For Grantors title see deed dated _____ recorded in Essex South District Registry of Deeds in Book _____ Page.

Property Address: 8 1/2 Daniels Street, Salem, MA 01970

Executed as a sealed instrument this 25th day of July, 1994.

[Signature]
John J. Runnals

[Signature]
Sara J. Runnals

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

July 25, 1994

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

[Signature]
Lawrence J. O'Keefe-Notary Public
My commission expires: 6/19/98

ANGLED

DEEDS REC'D
ESSEX CO
07/25/94

TAX
CASH 747.84
4317A000 45:50
EXCISE TAX

505

2005060700402 Bk:24390 Pg:487
06/07/2005 12:53:00 DEED Pg 1/2

Quitclaim Deed

I, **WILLIAM H. PITMAN, JR.**, of 14 Barr Street, Salem, MA, for consideration paid, and in full consideration of **FOUR HUNDRED EIGHTY-NINE THOUSAND TWENTY and 00/100 DOLLARS (\$489,020.00)**, hereby grant to **JEREMY McELWAIN and MARY FORTUNATO-McELWAIN, husband and wife as tenants by the entirety**, of 8 1/2 Daniels Street, Salem, MA, with *quitclaim covenants* the following property in Salem, Essex County, Massachusetts.

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

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

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

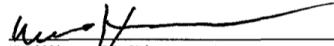
Said premises are also subject to and have the benefit of the following easements and restrictions:

Easement Agreement for the purpose of a Right of Way recorded with said Deeds in Book 7642, Page 284, as amended, and recorded in Book 11979, Page 318.

SALEM DEEDS REGISTER
ESSEX COUNTY
36/07/05 12:53:00
2005060700402
FEE
CASH 100.00
CANCELLED

For my title, see Deed from John J. Runnals and Sara J. Runnals, dated July 25, 1994, and recorded with the Essex South District Registry of Deeds in Book 12676, Page 154.

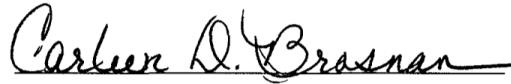
Witness my hand and seal this 3rd day of June, 2005.


William H. Pitman, Jr.

Commonwealth of Massachusetts

Essex, ss.

On this 3rd day of June, 2005, personally appeared before me William H. Pitman, Jr., personally known to me, to be the signer of the foregoing document, and acknowledged to me that he signed same voluntarily for its stated purpose.



PROPERTY ADDRESS:

8 1/2 Daniels Street, Salem, Essex County, Massachusetts 01970



CARLEEN D. BROSAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 18, 2008

Handwritten initials: M, J, C, E, I

2 & PLAN

MASTER DEED

Barcode
2005111700043 Bk:25084 Pg:5
11/17/2005 08:28:00 MDEED Pg 1/14

8 1/2 DANIELS STREET CONDOMINIUM
8 1/2 DANIELS STREET
SALEM, MASSACHUSETTS

The undersigned, Jeremy McElwain and Mary Fortunato, both of 2 Dartmouth Street, Boston, Massachusetts, hereinafter collectively called the "Declarant," being the sole owners of the land with the building thereon known as and numbered 8 1/2 Daniels Street, Salem, Essex County, Massachusetts, described on Exhibit A, which is attached hereto and hereby incorporated herein by this reference and made a part hereof, do hereby, by duly executing and recording this Master Deed, submit said land, together with the building and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, hereinafter called the "Subject Property," to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums"), and do hereby state they propose to create, and do hereby create, a condominium with respect to the Subject Property, to be governed by and subject to the provisions of said Chapter 183A.

1. Description of Land

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

2. Description of Building

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

3. Description of Units

I. Units

The unit designation of each unit, and statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the Condominium are as set forth on Exhibit C, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. The boundaries of each unit with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

- (i) **Floors:** The upper surface of the subflooring;
- (ii) **Ceilings:** With respect to all units except the top floor unit, the plane of the bottommost surface of the floor joists, and other structural members appurtenant to such floor joists, of the floor above; with respect to the top floor unit, the plane of the bottommost surface of the roof joists and other structural members appurtenant to such roof joists;

- (iii) **Building Walls:** With respect to all units, the plane of the wall studs facing the interior of the unit.
- (iv) **Pipe Chases or Other Enclosures** concealing pipes, wires, or conduits within a unit are part of that unit, but the pipes, wires or conduits within such pipe chase or other enclosure that serve more than one unit are part of the common areas and facilities.
- (v) **Doors and Windows** that open from a unit are part of the unit from which they open, and as to doors, the exterior surface thereof; and as to windows (including skylights) the exterior surfaces of the glass and window frames (including storm windows and screens). As to Unit 3, any opening, interior and exterior, that opens onto the roof.
- (vi) **Flues** located within the chimney, are a part of the Unit served by such flue. Chimneys are a part of the common areas and facilities.
- (vii) **All Structural Portions** of the building are part of the common areas and facilities.

II. Roof Area

The roof shall be a part of the Common areas and facilities (to be maintained, repaired and replaced by the Condominium Trust), but the owner of Unit 3 shall have, as an appurtenance to said Unit 3, an easement for the exclusive right at any time and from time to time, to construct, use, maintain, repair and replace, a roof deck, or roof decks, skylights, flashing, plumbing, and lighting fixtures on any part or all of the roof, and the responsibility to maintain, repair, replace and to pay all costs of maintenance, repair and replacement with respect to any such deck, decks, skylights, flashing, plumbing and lighting fixtures built by the owner of Unit 3 on the roof of the building. The owner of Unit 3 shall be responsible for any damage caused to the roof which is the direct result of any misuse, construction, use or maintenance, by the owner of Unit 3, of said deck(s), or other installations made by the owner of Unit 3 on the roof. The owner of Unit 3 shall have, as an appurtenance to said Unit 3, the easement and right at any time, and from time to time in the future, to cut openings through any portion, or portions, of the roof of the building, and any portion or portions of the common areas and facilities that separate the third floor-level of Unit 3 from the roof, and to build in such opening or openings a stairway or stairways to give direct access to and from the third floor-level of Unit 3 to the roof, and any deck(s) erected at any time, and from time to time in the future, on the roof, and the owner of Unit 3 shall have an easement for himself and those lawfully occupying Unit 3, to pass and re-pass through the common areas and facilities which prior to the construction of said stairway(s) separated the third floor-level of Unit 3 from the roof and any deck(s) erected on the roof. The owner of Unit 3 shall comply with all laws, codes and rules and regulations regarding any construction which, under the provisions of this Section II he is permitted to perform, including but not limited to those administered by the Salem Building Department, the Salem Inspectional Services Department, and applicable Zoning and Building Ordinances. Any and all such work shall be done in a good and workmanlike manner, in conformity with all legal and warranty requirements, in a fashion that does not interfere unreasonably with the use and occupancy of other unit owners in accordance with plans and specifications which have been submitted to and approved by the Trustees in writing in advance of commencement of any such work. Such approval by the Trustees may not be unreasonably withheld, but shall not, in any event, be provided in absence of receipt by the Trustees of a certificate, in form and substance reasonably satisfactory to the Trustees and from a registered architect and/or engineer reasonably acceptable to the Trustees, stating that the proposed work is compatible, consistent and in compliance with sound architectural and engineering practices and all applicable legal requirements. All work shall be conducted at the expense and risk of the owner of Unit 3.

In the event of repair and/or replacement of the roof, the owner of Unit 3 shall be responsible for the cost of removal and reinstallation of the deck.

The roof area may not be enclosed or in any other way converted to "living area" or enclosed area, other than the construction of a railing or other structure designed to insure the safety of persons on the roof.

The provisions of this subsection II shall at all times take precedence over any other provision of this Master Deed and of the Condominium Trust. No amendment or modification of the Master Deed or of the Condominium Trust

or the Bylaws or the Rules and Regulations thereto shall affect or interfere with the rights and easements held by the owner of Unit 3 as set forth in this subsection II without the prior written consent of the owner of said Unit 3 being obtained in each instance.

III. Parking

There are two parking spaces, hereinafter called the "Parking Area", granted by an Easement recorded with the Essex South Registry of Deeds at Book 7642, Page 284, as amended at Book 11979, Page 318 as corrected by Affidavit at Book 12676, Page 151, as further amended of record, granting a parking space in front of the building known as 8 ½ Daniels and a parking space adjacent to the southeasterly side of the building known as 6 Daniels Street, also shown as Lot "B" on a plan referenced as "Plan of Land of Wilfred J. and Lionel R. Pelletier, Daniels Street, Salem, Massachusetts, 1" = 20 ft.m, May 1962, Edwin J. Brudzynski, Registered Surveyor"., recorded with the Essex South Registry of Deeds in Book 4930, Page 152. The Parking Area contains two spaces, namely Space 1 and 2 respectively, hereinafter called the "Parking Spaces," as shown on the Site Plan, which is a part of the Master Plans of the Condominium recorded herewith. The Parking Area is a portion of the Common areas and facilities and the use of the parking area is to be governed by the provisions set forth in the bylaws. All maintenance and repairs to the Parking Spaces, including but not limited to re-striping, re-paving, and repairs, shall be performed by, and as a common expense of, the Condominium,

IV. Unit 1 Garden Area

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

V. Heating and Hot Water Systems

Unit 2 and Unit 3 in the building are served by separate gas burners located in the basement and separate hot water heaters, which supply heat and hot water to their respective units. Unit 1 is served by an oil fired burner and a separate hot water heater, which supply heat and hot water to that unit. Said gas burners, oil burners and hot water heaters, and piping, wiring and equipment appurtenant thereto are hereinafter called "Heating Equipment." All Heating Equipment, whether located within or without the units, is appurtenant to the unit it serves, and the entire cost of maintenance, gas fuel, electric fuel, oil fuel, operation, repair, maintenance, and replacement of such Heating Equipment shall be the responsibility of the individual unit owner of the unit served by said Heating Equipment regardless of the fact that said piping, wiring and equipment are located, as aforesaid, outside of the unit. Each unit owner shall have an easement to use, maintain, operate, repair and replace all Heating Equipment serving his or her unit and located in the common areas and facilities or in any of the other units, and each unit owner shall be subject to such easement in favor of other unit owners.

VI. Storage Bins

Storage bins are located in the basement. The Declarant does hereby expressly reserve to itself the right to sell and convey easements for the exclusive use of designated storage bins to certain unit owners, for such consideration as the Declarant shall decide, and such consideration shall be and remain the Declarant's sole property. The Declarant shall have the right to grant easements for the exclusive use of storage bins, either in unit deeds or by separate instruments. Any unit owner who purchases an easement for the exclusive use of a storage bin shall have the right to freely convey

such easement, but only to another unit owner in the Condominium. Any unit owner who purchases an easement for the exclusive right to use a storage bin shall have the obligation to maintain, repair and replace such storage bin at his or her own expense and shall bear all risks with respect to any property stored in such storage bin. Storage bins shall be used solely for storage of normal and customary household items. No hazardous or flammable substances shall be stored in storage bins.

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

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

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

- (i) the land described in Exhibit A ("Description of Land") of this Master Deed, including the parking area, subject to the provisions of Section (3)III of the Master Deed, and Garden Area, subject to the provisions regarding the Unit 1 Garden Area set forth in subsection (3)IV hereof;
- (ii) the foundation of the Building, and all portions thereof, and all structural columns, structural lintels, girders, beams, slabs, supports, and floor, ceiling and roof beams and joists and all structural members appurtenant to such floor ceiling and roof beams and joists, the exterior walls, and any interior bearing walls, the subflooring below the upper surface thereof, the roof, building entrances and exits, and all structural portions of the building;
- (iii) installations of central services such as power, light, drains, cold water, vents, heating and heating lines, but only if and to the extent that such installations serve more than one unit. Such equipment and installations located within and servicing a single unit are a part of the unit in which the same is located and which it services and is not a part of the common areas and facilities;
- (iv) all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal and vents that are contained in portions of the building outside of the units and all installations outside the units for services such as lights, power, telephone, water, and sanitary sewer drainage;
- (v) all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal, and vents, that are located within units including but not limited to such of same as are located below the plane of the bottommost surface of the floor beams or roof joists, and other structural members appurtenant to such floor beams or roof joists, of the floor above each unit, with respect to the topmost unit, the roof, and above any ceiling within the units, but which service more than one unit;
- (vi) exterior lighting devices and wires and poles serving the same (except for such of same as may be constructed on the roof by the owner of Unit 3);
- (vii) the entrance lobbies, hall, stairways and corridors serving more than one Unit;
- (viii) the decks and back stairways of the building, provided, however, that each Unit Owner shall have the exclusive easement for the use of the deck extending from the exterior wall of his Unit, subject to the rights of other Unit owners to use said decks as an alternative means of egress in the case of fire or other emergency.

- (ix) all other items situated on the subject property and listed as common areas in Massachusetts General Laws, Chapter 183A, except for the units described on Exhibit C hereto, subject to the provisions relating to certain rights of the owners of Units 1 and 3 as set forth in subsections (3)III and (3)IV hereof, and subject to the provisions regarding parking set forth in subsection (3)III hereof. The proportionate interest of each unit of the Condominium in the common areas and facilities of the Condominium shall be as set forth on Exhibit C, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

5. Plans

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

6. Use of Units

- (i) The building and each of the units are intended only for residential purposes by not more than one family unit nor more than two (2) unrelated persons per bedroom; provided, however, that any of the units may also be used as an office but only accessory to such residential use and only if and to the extent such accessory office's use is permitted by applicable zoning laws; and
- (ii) No unit shall be used or maintained in a manner inconsistent with the Bylaws of the Condominium Trust and the rules and regulations from time to time adopted pursuant thereto; and
- (iii) Notwithstanding the foregoing, until the Declarant or its successors-in-title or their nominees have sold and conveyed all of the units, the Declarant and its successors-in-title or their nominees may use one or more units for a sales office or model.
- (iv) The architectural integrity of the building shall be preserved without modification, subject to that certain right of the owner of Unit 3 set forth in subsection 3(II), and to that end, without limiting the generality of the foregoing, no exterior change, addition, structure, including satellite and/or antennae equipment, projection, decoration or other feature shall be erected or placed upon or attached to the building or attached to or exhibited through a window of the building, and no painting or other decorating shall be done on any exterior part or surface of the building, unless the same shall have been approved by the Condominium Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust.

7. Amendment of Master Deed

- (i) This Master Deed may be amended by an instrument in writing (i) signed and acknowledged in proper form for recording by the owners of units entitled to not less than seventy-five (75%) percent of the undivided interests in the common areas and facilities and (ii) signed and acknowledged in proper form for recording by not less than fifty-one (51%) percent (except in cases where a higher percentage is required by Section 33 of the Bylaws of the Condominium Trust) of the holders of first mortgages on the units (based upon one vote for each mortgage owned), but only if such amendment would materially affect the rights of any mortgagee; and (iii) signed and acknowledged in proper form for recording by a majority of the Trustees of the Condominium Trust; and (iv) duly recorded in the Essex South Registry of Deeds, provided, however, that:

- (ii) The date on which any such instrument amending this Master Deed is first signed by a Unit Owner, or mortgagee, or Trustee of the Condominium Trust, shall be indicated thereon as the date of such instrument, and no such instrument shall be of any force or effect unless and until the same has been recorded in the Essex South Registry of Deeds within six (6) months after such date; and
- (iii) Pursuant to the provisions of Chapter 87 of the Acts of 1987, the percentage of the undivided interest of each Unit Owner in the common areas and facilities shall not be altered without the consent of all Unit Owners whose percentage of the undivided interest is affected, expressed in an amended Master Deed duly recorded; and
- (iv) No instrument of amendment that alters the dimensions of any unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the owner or owners and mortgagee or mortgagees of the units so altered; and
- (v) No instrument of amendment that alters the rights of the Declarant, or the rights of the owners of Units 1 or 3 with respect to certain rights of the owners of Units 1 and 3 set forth herein elsewhere, shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by, respectively, the Declarant, so long as the Declarant owns any unit in the Condominium, or the owners of Units 1 or 3; and
- (vi) No instrument of amendment that alters this Master Deed in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws, Chapter 183A, shall be of any force or effect.
- (vii) Notwithstanding any other provisions of this Section (h), no amendment of this Master Deed shall be made if such amendment would contravene the provisions of Section 33 of the Bylaws of the Condominium Trust.
- (viii) Notwithstanding anything to the contrary herein, so long as the Declarant owns any unit in the Condominium, the Declarant shall have the right, at any time, and from time to time, to amend this Master Deed without the consent of any other Unit Owners or any of the Trustees of the Condominium Trust, to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the secondary mortgage market, or any lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission.

8. Condominium Unit Owners' Association

The name of the Trust that has been formed and through which the Unit Owners will manage and regulate the Condominium hereby established is the 8 ½ Daniels Street Condominium Trust under Declaration of Trust dated _____, to be recorded herewith. Said Declaration of Trust establishes that all Unit Owners in the Condominium hereby established shall be beneficiaries of said Trust, and that the beneficial interest of each Unit Owner in said Trust shall be the same percentage interest as his percentage of undivided interest in the common areas and facilities as established by this Master Deed. The mailing address of said Trust is 8 ½ Daniels Street, Salem, Massachusetts 01970.

As of the date hereof, the names and addresses of the present Trustees of said Trust and their term of office are as follows:

Jeremy McElwain and Mary Fortunato, both of 2 Dartmouth Street, Boston, Suffolk, Massachusetts.

Term: As set forth in Section III of the Declaration of Trust of the 8 1/2 Daniels Street Condominium Trust.

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

9. Name of Condominium

The Condominium hereby established shall be known as the "8 1/2 Street Daniels Street Condominium".

10. Encroachments

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

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

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

12. Creation of Duplex Units

In the event that at any time, or from time to time, two (2) or more contiguously located Units are in Common ownership, and if such Unit Owner (hereinafter called the "Duplex Owner") desires to cut an opening or openings between such Units in order to physically connect such Units in a so-called duplex arrangement, the following procedure shall apply:

- (i) The Duplex Owner shall send written notice to all of the Unit Owners and to the Trustees of the Condominium Trust of his intention to so physically connect such Units, and such notice shall be accompanied by (i) a plan drawn by an architect registered in Massachusetts showing the work that

the Duplex Owner proposes to perform; and (ii) a written statement by such registered architect that such work will not impair the structural integrity of the building; and (iii) a written agreement under which the Duplex Owner obligates himself to the other Unit Owners and to the Trustees of the Condominium Trust to proceed expeditiously with such work according to such plan, in a first-class workmanlike manner, utilizing new materials, and that all such work shall be done under the supervision of such architect, and that such work shall not in any manner impair the structural integrity of the building, and that all bills for labor and materials will be promptly paid by the Duplex Owner, and that the Duplex Owner will indemnify the other Unit Owners and the Trustees against any liens for labor or materials in connection with such work, and that the Duplex Owner shall pay for all costs of said work, the fee of such registered architect, and the reasonable fees of any architect that the Trustees of the Condominium Trust may engage to advise them as to any aspect of such work. (The Trustees may, but shall not be obligated to engage an architect to so advise them.)

- (ii) No such work shall commence unless and until the Trustees of the Condominium Trust shall have assented thereto in writing. Said Trustees may withhold their consent for the reason that such work would impair the structural integrity of the building, but for no other reason. Following such consent, the Duplex Owner shall expeditiously proceed with the work in accordance with such written agreement and plans and with this Section of this Master Deed.
- (iii) At the completion of the work, the Duplex Owner shall notify the Trustees of the Condominium Trust, in writing, that the work has been completed in all respects and that all bills for labor and materials in connection therewith have been paid in full, and such notice shall be accompanied by a written verification of such architect that the work has been completed in all respects and that the performance of such work has not impaired the structural integrity of the building. During such time as the Units are physically connected, the Duplex Owner and his successors in title to such Units shall have an easement for himself and those lawfully occupying such Units, to pass and re-pass through the common areas and facilities that separated such Units from each other prior to the work that is the subject of this Section of this Master Deed. In the event that at any time, or from time to time, two (2) or more Units in Common Ownership have been combined into a duplex arrangement as hereinabove set forth, the then-Duplex Owner shall have the right at any time thereafter to replace the opening or openings between such Units that physically connected such Units in such duplex arrangement by following the procedure set forth hereinabove in this Section (m) of this Master Deed, and in such event or events, the reference to the "work" hereinabove shall be deemed to mean the work of replacing such opening or openings, and restoring such opening or openings to their condition immediately prior to the physical connection of such Units in such duplex arrangement, so that such Units are no longer physically connected. Thereafter, the Units that were formerly physically connected may again be sold, conveyed, mortgaged or otherwise transferred or alienated as separate Units. Each present and future Unit Owner, by accepting delivery of his Unit Deed, shall be deemed to have expressly assented to the provisions of this Section (m) of this Master Deed.

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

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

taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit as though such provisions were recited or stipulated at length in each and every deed or conveyance or lease or occupancy agreement hereof.

14. Sale, and Mortgaging of Units

Unit owners may sell or mortgage their units to any purchaser, or mortgagee without first obtaining the consent of any other Unit Owner or the Condominium Trustees.

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

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

16. Rights Reserved to the Declarant for Sales

(a) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, in the event that there are unsold Units, the Declarant shall have the same rights, as the Owner of such unsold Units, as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right to:

(i) Lease the use of any unsold Units;

(ii) Raise or lower the price of unsold Units;

(iii) Use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of Condominium Units; and

(iv) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant and his authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon the building, such sales signs and other advertising and promotional notices, displays and insignia as they shall deem necessary or desirable;

(v) Notwithstanding any provisions of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant hereby reserves to itself and its agents, representatives, employees and contractors the right and easement to enter upon all or any portion of the Common Areas and Facilities with workers, vehicles and machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing buildings and their appurtenances, utilities of every character, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the common areas and facilities of the Condominium. This easement shall include the right to store at, in or upon the Common Areas and Facilities vehicles, machinery, equipment and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development of the common areas and facilities of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law of regulation.

17. Rights Reserved to the Condominium Trustees

Upon twenty-four hours advance notice (or such longer notice as the Condominium Trustees shall determine appropriate) to the Unit Owner involved, or immediately in case of emergency or a condition causing or threatening to cause serious inconvenience to another Unit, the Condominium Trustees shall have the right of access to each Unit, the Common Areas and Facilities thereto, and to the Limited Common Areas.

18. Invalidity

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

19. Waiver

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

20. Captions

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

21. Conflicts

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

22. Liability

Notwithstanding anything to the contrary herein, and notwithstanding any custom or usage to the contrary, it is expressly understood and agreed that only the real estate that constitutes the 8 1/2 Daniels Street Condominium shall be bound by the provisions of this Master Deed. The Declarant, and any of them, shall never be personally or individually bound or liable to anyone whomsoever with respect to any of the provisions of this Master Deed beyond the Declarant's interest in the real estate that constitutes the 8 1/2 Daniels Street Condominium.

EXECUTED as an instrument under seal at Suffolk County, Massachusetts this 14 day of Nov, 2005.

Signed and sealed in the presence of:

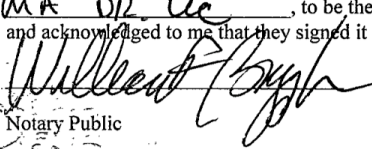
[Signature]
Witness
[Signature]
Witness

[Signature]
Jeremy McElwain
[Signature]
Mary Fortunato

COMMONWEALTH OF MASSACHUSETTS

County, ss. SUFFOLK 11/14, 2005

On this 14 day of NOV, 2005, before me, the undersigned notary public, personally appeared Jeremy McElwain and Mary Fortunato, proved to me through satisfactory evidence of identification, which were MA DP Lic, to be the persons whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.


Notary Public

My Commission Expires:



WILLIAM F. BRIGGS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 28, 2009

EXHIBIT A

Incorporated by reference into and made a part of the Master Deed of 8 ½ Daniels Street Condominium, 8 ½ Daniels Street, Salem, Essex County, Massachusetts.

DESCRIPTION OF LAND

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

A certain parcel of land with the building thereon known as and numbered 8 ½ Daniels Street, Essex County Massachusetts shown

bounded and described as follows:

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

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

All of said measurements being in accordance with said plan and containing 3,050 square feet of land.

Said premises are also subject to and have the benefit of the following easements and restrictions:

Easement Agreement for the purpose of a Right of Way, recorded with said Deeds in Book 7642, Page 284, as amended.

Said Premises are subject to zoning laws of the City of Salem, Massachusetts, and are subject to and with the benefit of rights, restrictions, easements, and agreements of record.

The Trustees of the Condominium Trust shall have the right to grant permits, licenses and easements over the common areas and facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the condominium project.

EXHIBIT B

Incorporated by reference into and made a part of the Master Deed of 8 ½ Daniels Street Condominium, 8 1/2 Daniels Street, Salem, Essex County, Massachusetts.

DESCRIPTION OF BUILDING

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

The Building is a three (3) story building, plus basement . The building is constructed principally of wood. The floor joists and the roof joists are wood. The foundation is stone and concrets. The roof is rubber membrane. There are three (3) residential units.

The basement contains two gas furnaces, one oil furnace and three hot water heaters, as well as electric meters. Each furnace and hot water heater serves an individual unit.

The first floor contains the main building entrance on 8 ½ Daniels Street, a hallway, the entry vestibule, and the main building stairway, all of which are common. The first floor also contains Unit 1.

The second floor contains Unit 2. The second floor also contains a portion of the main building stairway, which is common.

The third floor contains Unit 3.

The Trustees of the Condominium Trust shall have the easement and right to enter Unit 3 to gain access to the roof, by means of any stairways hereafter constructed by the owner of Unit 3 pursuant to the provisions of subsection (3)II of this Master Deed. Such access shall be at reasonable times and at reasonable intervals, and pursuant to appointments made in advance in each instance with the owner of Unit 3, except in cases of emergency. Nothing in subsection (3)II shall be deemed to derogate from the right of the Trustees of the Condominium Trust to have access to the roof as set forth in this paragraph.

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

Exhibit C

Exhibit C is hereby incorporated by reference into and made a part of the Master Deed of 8 ½ Daniels Street Condominium, 8 ½ Daniels Street, Salem, Essex County, Massachusetts.

DESCRIPTION OF UNITS

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

Key: BR=Bedroom; K=Kitchen; DR=Dining Room; LR=Living Room;
 R/DR=Combination Living Room and Dining Room;
 B=Bathroom; ½B=Half Bathroom; S=Study; L=Library;
 DB=Dining Balcony; SR=Sitting Room; C=Conservatory.

Unit Designation	Statement of Unit Location	Approx. Area of Unit in Square Feet	Number and Designation of Rooms	Immediate Common Area to Which Unit Has Access	Proportionate Interest of Unit in Common Areas and Facilities
1	First Floor	1,100 sq. ft	2BR, K, LR/DR, B, S	Front & Rear Stairway and Door to Garden Area	33%
2	Second Floor	1,066 sq.ft	2BR, K, LR, DR, 2 -B, S	Front & Rear Stairways	32%
3	Third Floor	1,175 sq.ft	2BR, LR, DR, K, B, S	Front & Rear Stairways	35%

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8 ½ DANIELS STREET CONDOMINIUM
8 ½ DANIELS STREET
SALEM, MASSACHUSETTS 01970



Grantor: Jeremy McElwain and Mary Fortunato
Grantee: Matthew DeFelice

Unit Number: 3
Common Area Interest: 35%

Master Deed Date November 14, 2005, recorded November 17, 2005 in the Essex South County Registry of Deeds in Book 25084 at Page 5, Master Plans filed therewith.

8 ½ Daniels Street Condominium Trust, Bylaws and Rules and Regulations dated November 14, 2005 recorded in the Essex South County Registry of Deeds on November 17, 2005, in Book 25084 at Page 20.

CONDOMINIUM UNIT DEED

Jeremy McElwain and Mary Fortunato, both of 2 Dartmouth Street, Boston, Suffolk, County, Massachusetts (hereinafter collectively called the "Grantor"), in consideration and in full consideration of the sum of Two Hundred Sixty Two Thousand and Five Hundred dollars (\$262,500.00) paid, grants to

Matthew DeFelice
8 ½ Daniels Street, Unit 3
Salem, Massachusetts 01970

hereinafter collectively called the "Grantee,"

with QUITCLAIM COVENANTS,

the Condominium Unit known as Condominium Unit Number 3 (hereinafter called the "Subject Unit"), in the Condominium known as 8 ½ Daniels Street Condominium, a Condominium (hereinafter called the "Condominium"), established by Master Deed dated November 14, 2005, and recorded on November 17, 2005, in the Essex South County Registry of Deeds, in Book 25084 at Page 5 (hereinafter called the "Master Deed").

The post office address of the Condominium is 8 ½ Daniels Street, Unit 3, Salem, Massachusetts 01970. The land is described in said Master Deed. This Deed, the Subject Unit and the Condominium are subject to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums").

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

The Subject Unit is hereby conveyed together with:

1. An undivided thirty-five percent (35%) interest in the common areas and facilities of the Condominium described in the Master Deed appertaining to the Subject Unit;

Return to:
ERIC T. SHEDIAC & ASSOCIATES, P.C.
92 MONTVALE AVE. #2150
STONEHAM, MA 02180

-
2. An easement for the continuance of all encroachments by the Subject Unit on the adjoining units or on the common areas and facilities existing as a result of construction of the Building or that may come into existence hereafter as a result of:
 - (1) settling of the Building; or
 - (2) condemnation or eminent domain proceedings; or
 - (3) alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the 8 ½ Daniels Street Condominium Trust as the same may be from time to time amended; or
 - (4) repair or restoration of the Building or any Unit therein after damage by fire or other casualty; and
 - (5) Exclusive easement to use Storage Unit No. 3.
 3. An easement to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving the Subject Unit.

The Subject Unit is hereby conveyed subject to:

1. Easements in favor of the adjoining units and in favor of the common areas and facilities for the continuance of all encroachments of the adjoining units or common areas and facilities on the Subject Unit existing as a result of construction of the Building or that may come into existence hereafter as a result of:
 - (1) settling of the Building; or
 - (2) condemnation or eminent domain proceedings; or
 - (3) alteration or repair of the common areas and facilities or any part thereof done pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the 8 ½ Daniels Street Condominium Trust as the same may be from time to time amended; or
 - (4) repair or restoration of the Building or any unit therein after damage by fire or other casualty;
2. An easement in favor of the Owners of other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the Subject Unit and serving the other units;
3. The provisions of the Master Deed and Master Plans of the Condominium recorded simultaneously with and as part of the Master Deed, and the provisions of the Declaration of Trust of the 8 ½ Daniels Street Condominium Trust and the Bylaws and Rules and Regulations thereto (which Declaration of Trust of the 8 ½ Daniels Street Condominium Trust, Bylaws and Rules and Regulations, dated November 14, 2005, are recorded in the Essex South County Registry of Deeds on November 17, 2005, in Book 25084, at Page 20, as the same may be amended from time to time by instruments recorded with said Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time interest or estate in the Subject Unit, including his or her family, tenants, servants, visitors and occupants, as though such provisions were recited and stipulated at length herein;

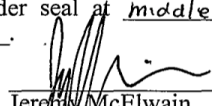
4. Easements, rights, obligations provisions, agreements, restrictions, building line limitation, zoning regulations, public utility and telephone easements, easements in favor of the Declarant of the Master Deed, and all other matters set forth or referred to in the Master Deed; and
5. The provisions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

For title reference, see deed is dated June 3, 2005 and is recorded in the Essex South County Registry of Deeds in Book 24390 at Page 487.

The Subject Unit is intended only for residential use by not more than one family unit, nor more than two unrelated persons, provided, however, that the Subject Unit may also be used as an office and/or artist's studio, but (i) only accessory to such residential use; and (ii) only if and to the extent such accessory office and/or artist's studio use is permitted by the applicable zoning laws; and (iii) only in accordance with the restrictions on such office and/or artist's studio use set forth in the Bylaws of the 8 ½ Daniels Street Condominium Trust and rules and regulations thereto, as the same may from time to time be amended.

The Subject Unit shall not be used or maintained in a manner inconsistent with the provisions of the Master Deed, or of this Unit Deed, or the 8 ½ Daniels Street Condominium Trust and the Bylaws and rules and regulations thereto, as the same may from time to time be amended.

EXECUTED as an instrument under seal at mddlesox County, Massachusetts this 23 day of November.



 Jeremy McElwain

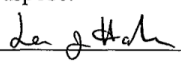


 Mary Fortunato

COMMONWEALTH OF MASSACHUSETTS

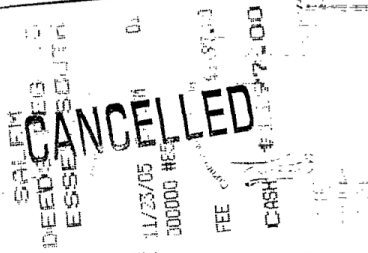
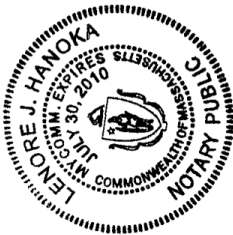
County of mddlesox, ss. 11-23-05 2005

On this 23 day of November, 2005, before me, the undersigned notary public, personally appeared Jeremy McElwain and Mary Fortunato, and proved to me through satisfactory evidence of identification, which were MA DC, to be the persons whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



 Notary Public

My Commission Expires:



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02/22/2006 12:33:00 DEED Pg 1/3

Return to
ERIC T. SHEDIAC & ASSOCIATES, P.C.
82 MONTVALE AVE. #2150
STONEHAM, MA 02180

CONFIRMATORY DEED

**8 ½ DANIELS STREET CONDOMINIUM
8 ½ DANIELS STREET
SALEM, MASSACHUSETTS 01970**

Grantor: Jeremy McElwain and Mary Fortunato-McElwain
Grantee: Matthew DeFelice

Unit Number: 3
Common Area Interest: 35%

Master Deed Date November 14, 2005, recorded November 17, 2005 in the Essex South County Registry of Deeds in Book 25084 at Page 5, Master Plans filed therewith.

8 ½ Daniels Street Condominium Trust, Bylaws and Rules and Regulations dated November 14, 2005 recorded in the Essex South County Registry of Deeds on November 17, 2005, in Book 25084 at Page 20.

The Deed corrects and affirms the Deed recorded with the Essex Registry of Deeds in Book 25111 Page 525, and correctly identifies the Seller as Mary Fortunato-McElwain.

CONDOMINIUM UNIT DEED

Jeremy McElwain and Mary Fortunato-McElwain, both of 2 Dartmouth Street, Boston, Suffolk County, Massachusetts (hereinafter collectively called the "Grantor"), in consideration and in full consideration of the sum of Two Hundred Sixty Two Thousand and Five Hundred dollars (\$262,500.00) paid, grants to

Matthew DeFelice
8 ½ Daniels Street, Unit 3
Salem, Massachusetts 01970

hereinafter collectively called the "Grantee,"

with QUITCLAIM COVENANTS,

the Condominium Unit known as Condominium Unit Number 3 (hereinafter called the "Subject Unit"), in the Condominium known as 8 ½ Daniels Street Condominium, a Condominium (hereinafter called the "Condominium"), established by Master Deed dated November 14, 2005, and recorded on November 17, 2005, in the Essex South County Registry of Deeds, in Book 25084 at Page 5 (hereinafter called the "Master Deed").

The post office address of the Condominium is 8 ½ Daniels Street, Unit 3, Salem, Massachusetts 01970. The land is described in said Master Deed. This Deed, the Subject Unit and the Condominium are subject to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums").

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

The Subject Unit is hereby conveyed together with:

1. An undivided thirty-five percent (35%) interest in the common areas and facilities of the Condominium described in the Master Deed appertaining to the Subject Unit;
2. An easement for the continuance of all encroachments by the Subject Unit on the adjoining units or on the common areas and facilities existing as a result of construction of the Building or that may come into existence hereafter as a result of:
 - (1) settling of the Building; or
 - (2) condemnation or eminent domain proceedings; or
 - (3) alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the Knole Condominium Trust as the same may be from time to time amended; or
 - (4) repair or restoration of the Building or any Unit therein after damage by fire or other casualty; and
 - (5) Exclusive easement to use Storage Unit No. 3.
3. An easement to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving the Subject Unit.

The Subject Unit is hereby conveyed subject to:

1. Easements in favor of the adjoining units and in favor of the common areas and facilities for the continuance of all encroachments of the adjoining units or common areas and facilities on the Subject Unit existing as a result of construction of the Building or that may come into existence hereafter as a result of:
 - (1) settling of the Building; or
 - (2) condemnation or eminent domain proceedings; or
 - (3) alteration or repair of the common areas and facilities or any part thereof done pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the Knole Condominium Trust as the same may be from time to time amended; or
 - (4) repair or restoration of the Building or any unit therein after damage by fire or other casualty;
2. An easement in favor of the Owners of other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the Subject Unit and serving the other units;
3. The provisions of the Master Deed and Master Plans of the Condominium recorded simultaneously with and as part of the Master Deed, and the provisions of the Declaration of Trust of the 8 ½ Daniels Street Condominium Trust and the Bylaws and Rules and Regulations thereto (which Declaration of Trust of the 8 ½ Daniels Street Condominium Trust, Bylaws and Rules and Regulations, dated November 14, 2005, are recorded in the Essex South County Registry of Deeds on November 17, 2005, in Book 25084, at Page 20, as the same may be amended from time to time by instruments recorded with said Deeds, which

provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time interest or estate in the Subject Unit, including his or her family, tenants, servants, visitors and occupants, as though such provisions were recited and stipulated at length herein;

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

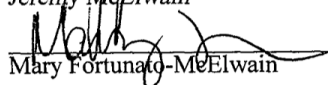
For title reference, see deed is dated June 3, 2005 and is recorded in the Essex South County Registry of Deeds in Book 24390 at Page 487.

The Subject Unit is intended only for residential use by not more than one family unit, nor more than two unrelated persons, provided, however, that the Subject Unit may also be used as an office and/or artist's studio, but (i) only accessory to such residential use; and (ii) only if and to the extent such accessory office and/or artist's studio use is permitted by the applicable zoning laws; and (iii) only in accordance with the restrictions on such office and/or artist's studio use set forth in the Bylaws of the 8 1/2 Daniels Street Condominium Trust and rules and regulations thereto, as the same may from time to time be amended.

The Subject Unit shall not be used or maintained in a manner inconsistent with the provisions of the Master Deed, or of this Unit Deed, or the 8 1/2 Daniels Street Condominium Trust and the Bylaws and rules and regulations thereto, as the same may from time to time be amended.

EXECUTED as an instrument under seal at SUFFOLK County, Massachusetts this 6 day of FEBRUARY, 2006.


Jeremy McElwain

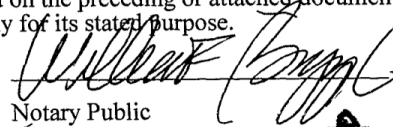

Mary Fortunato-McElwain

COMMONWEALTH OF MASSACHUSETTS

County of SUFFOLK, ss.

2-6 2006

On this 6 day of FEBRUARY, 2006, before me, the undersigned notary public, personally appeared Jeremy McElwain and Mary Fortunato-McElwain, and proved to me through satisfactory evidence of identification, which were MA DR. Lic., to be the persons whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.


Notary Public

My Commission Expires:



WILLIAM F. BRIGGS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 28, 2009

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2013050100370 Bk:32432 Pg:370
05/01/2013 12:34 DEED Pg 1/4

Southern Essex District ROD
Date: 05/01/2013 12:34 PM
ID: 958148 Doc# 20130501003700
Fee: \$1,140.00 Cons: \$250,000.00

QUITCLAIM DEED

Property Address: 8 1/2 Daniels Street, Unit 3, Salem, MA 01970

I, **Matthew DeFelice**, an unmarried man, of Salem, Essex County, Massachusetts 01970,

for consideration of two hundred fifty thousand five hundred and 00/100 (\$250,000.00) dollars paid,

grant to **Paul B. Kirby**, individually, of 8 1/2 Daniels Street, Unit 3, Salem, Massachusetts 01970

with **QUITCLAIM COVENANTS**,

The Condominium Unit known as Condominium Unit Number 3 (hereinafter called the "Subject Unit"), in the Condominium known as 8 1/2 Daniels Street Condominium, a Condominium (hereinafter called the "Condominium"), established by Master Deed dated November 14, 2005, and recorded on November 17, 2005, in the Essex South County Registry of Deeds, in Book 25084 at Page 5 (hereinafter called the "Master Deed").

The post office address of the Condominium is 8 1/2 Daniels Street, unit 3, Salem, Massachusetts 01970. The land is described in said Master Deed. This Deed, the Subject Unit and the Condominium are subject to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums")

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

The Subject Unit is hereby conveyed together with:

1. An undivided thirty-five percent (35%) interest in the common areas and facilities of the Condominium described in the Master Deed appertaining to the Subject Unit;
2. An easement for the continuance of all encroachments by the Subject Unit on the adjoining units or on the common areas and facilities existing as a result of construction of the Building or that may come into existence hereafter as a result of:
 - (1) Settling of the Building; or
 - (2) Condemnation or eminent domain proceedings; or
 - (3) Alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust as the same may be from time to time amended; or
 - (4) Repair or restoration of the Building or any Unit therein after damage by fire or other casualty; and
 - (5) Exclusive easement to use Storage Unit No. 3.
3. An easement to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other the other units and serving the Subject Unit.

The Subject Unit is hereby conveyed subject to:

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

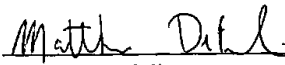
- (2) Condemnation or eminent domain proceedings; or
 - (3) Alteration or repair of the common areas and facilities or any part thereof done pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust as the same may be from time to time amended; or
 - (4) Repair or restoration of the Building or any unit therein after damage by fire or other casualty;
2. An easement in favor of the Owners of other units to use all pipes, wires, flues, duct, conduits, plumbing lines and other portions of the common areas and facilities located in the Subject Unit and serving the other units;
 3. The provisions of the Master Deed and Master Plans of the Condominium recorded simultaneously with and as part of the Master Deed, and the provisions of the Declaration of Trust of the 8 ½ Daniels Street Condominium Trust and the By Laws and Rules and Regulations thereto (which Declaration of Trust of the 8 ½ Daniels Street Condominium Trust, By Laws and Rules and Regulations, dated November 14, 2005, are recorded in the Essex South County Registry of Deeds on November 17, 2005, in Book 25084, at Page 20, as the same may be amended from time to time by instruments recorded with said Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time interest of estate in the Subject Unit, including his or her family, tenants, servants, visitors and occupants, as though such provisions were recited and stipulated at length herein;
 4. Easements, rights, obligations provisions, agreements, restrictions, buildings line limitations, zoning regulations, public utility and telephone easements, easements in favor of the Declarant of the Master Deed, and all other matters set forth or referred to in the Master Deed; and
 5. The provisions of Massachusetts General Laws, Chapter 183A (“Condominiums”).

The Subject Unit is intended only for residential use by not more than one family unit, nor more than two unrelated persons, provided, however, the Subject Unit may also be used as an office and/or artist's studio, but (i) only accessory to such residential use; and (ii) only if and to the extent such accessory office and /or artist's studio use is permitted by the applicable zoning laws; and (iii) only in accordance with the restrictions on such office and/or artist's studio use set forth in the By Laws of the 8 ½ Daniels Street Condominium Trust and rules and regulations thereto, as the same may from time to time be amended.

The Subject Unit shall not be used or maintained in a manner inconsistent with the provisions of the Master Deed, or of this Unit Deed, or the 8 ½ Daniels Street Condominium Trust and the By Laws and rules and regulations thereto, as the same may from time to time be amended.

I, the undersigned Matthew DeFelice, hereby irrevocably release and terminate any and all rights of Homestead, if any, in the premises, for myself and on behalf of all others entitled thereto. For Grantor's title see deed dated November 23, 2005 and recorded at said Registry in Book 25111, Page 526; also see Confirmatory Deed dated February 6, 2006 and recorded at said Registry in Book 25395, Page 52.

Witness my hand and seal this first day of May, 2013



Matthew DeFelice

THE COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

May 1st, 2013

On this first day of May, 2013, before me, the undersigned notary public, personally appeared **Matthew DeFelice** proved to me through satisfactory evidence of identification, which is a Drivers License, and acknowledged to me that he signed this Deed voluntarily and for its stated purpose.




Notary Public



E
H

01/2


2013070300538 Bk:32628 Pg:310
07/03/2013 03:58 DEED Pg 1/4

MASSACHUSETTS EXCISE TAX
Southern Essex District ROD
Date: 07/03/2013 03:58 PM
ID: 969186 Doc# 20130703005380
Fee: \$1,199.28 Cons: \$263,000.00

UNIT DEED
8 ½ DANIELS STREET CONDOMINIUM

We, Christina Lau, being unmarried and Matthew Brown, being unmarried, joint tenants of Salem, Essex County, Massachusetts

for consideration paid, and in full consideration of Two Hundred Sixty Three Thousand and 00/100 (\$263,000.00) Dollars

grant to Roopika Risam, being single of 8 ½ Daniels Street, Salem, MA 01970 and Ranjit Risam and Manjit Risam, husband and wife of 860 Peachtree Street NE, Unit 1609, Atlanta, GA 30308 as Joint Tenants with right of survivorship,

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

All that certain lot or parcel of land together with the improvements thereon and appurtenances thereunto, as described below. Said property being situated in the City of Salem, having an address of 8 ½ Daniels Street, Unit 1, Salem, MA and being more particularly described as follows, to-wit:

The Condominium Unit known as Condominium Unit Number 1 (hereinafter called the "Subject Unit"), in the Condominium known as 8 ½ Daniels Street Condominium, a Condominium (hereinafter called the "Condominium"), established by Master Deed dated November 14, 2005, and recorded on November 17, 2005, in the Essex South County Registry of Deeds, in Book 25084 at Page 5 (hereinafter called the "Master Deed").

The post office address of the Condominium is 8 ½ Daniels Street, Unit 1, Salem, Massachusetts 01970. The land is described in said Master Deed. This Deed, the Subject Unit and the Condominium are subject to the provisions of Massachusetts General Laws, Chapter 18A ("Condominiums").

The Subject Unit is shown on the Master Plan of the Condominium filed simultaneously with said Master Déed in the Essex South County Registry of Deeds, and on the Unit Plan of the Subject Unit, which is attached to the first Unit Deed of Said Unit, to which was affixed the verified statement in the form required by Massachusetts General Laws, Chapter 183A, Section 8 and 9.

The Subject unit is hereby conveyed together with:

1. An undivided thirty-three percent (33%) interest in the common areas and facilities of the Condominium described in the Master Deed appertaining to the Subject Unit;
2. An easement for the continuance of all encroachments by the Subject Unit on the adjoining units or on the common areas and facilities existing as a result of construction of the Building or that may come into existence hereafter as a result of:
 1. settling of the Building; or
 2. condemnation or eminent domain proceedings; or
 3. alteration or repair of the common areas and facilities or any part thereof made pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the 8 ½ Daniels Street Condominium Trust as the same may be from time to time amended; or
 4. repair or restoration of the Building or any Unit therein after damage by fire or other casualty; and
 5. exclusive easement to use Storage Unit No. 1.
3. An easement to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving the Subject Unit.

The Subject Unit is hereby conveyed subject to;

1. Easements in favor of the adjoining units and in favor of the common areas and facilities for the continuance of all encroachments of the adjoining units or common areas and facilities on the Subject Unit existing as a result of construction of the Building or that may come into existence hereafter as a result of:
 1. settling of the Building; or
 2. condemnation or eminent domain proceedings; or
 3. alteration or repair of the common areas and facilities or any part thereof done pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the 8 ½ Daniels Street Condominium Trust as the same may be from time to time amended; or

4. repair or restoration of the Building or any unit therein after damage by fire or other casualty;
2. An easement in favor of the Owners of other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the Subject Unit and serving the other units.
3. The provisions of the Master Deed and the Master Plans of the Condominium recorded simultaneously with and as part of the Master Deed, and the provisions of the Declaration of Trust of the 8 ½ Daniels Street Condominium Trust and the Bylaws and Rules and Regulations thereto (which Declaration of Trust of the 8 ½ Daniels Street Condominium Trust, Bylaws and Rules and Regulations, dated November 14, 2005, are recorded in the Essex South County Registry of Deeds on November 17, 2005, in Book 25084, at Page 20, as the same may be amended from time to time by instruments recorded with said Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time interest or estate in the Subject Unit, including his or her family, tenants, servants, visitors and occupants, as though such provisions were recited and stipulated at length herein;
4. Easements, rights, obligations, provisions, agreements, restrictions, building line, limitation, zoning regulations, public utility and telephone easements, easements in favor of the Declarant of the Master Deed, and all other matters set forth or referred to in the Master Deed; and
5. The provisions of Massachusetts General Laws, Chapter 183A ("Condominium").

The Subject Unit is intended only for residential use by not more than one family unit, nor more than two unrelated persons, provided, however that the Subject Unit may also be used as an office and/or artists' studio, but (i) only accessory to such residential use; and (ii) only if and to the extent such accessory office and/or artist's studio use is permitted by the applicable zoning laws; and (iii) only in accordance with the restrictions on such office and/or artist's studio use set forth in the Bylaws of the 8 ½ Daniels Street Condominium Trust and Rules and Regulations thereto, as the same may from time to time be amended.

The Subject Unit shall not be used or maintained in a manner inconsistent with the provisions of the Master Deed, or of this Unit Deed, or the 8 ½ Daniels Street Condominium Trust and the Bylaws and Rules and Regulations thereto, as the same may from time to time be amended.

The grantors herein are unmarried and there are no other persons entitled to the protection of the Homestead Act.

For Grantor's title see deed dated October 17, 2011 and recorded at Essex South District Registry of Deeds, Book 30816, Page 495.

Premises Conveyed: Unit No. 1, 8 ½ Daniels Street, Salem, MA 01970

EXECUTED under seal this 1st day of July, 2013.



Christina Lau



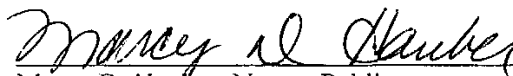
Matthew Brown

COMMONWEALTH OF MASSACHUSETTS

County of Essex, ss.

July 1, 2013.

On this 1st day of July, 2013, before me, the undersigned notary public, personally appeared Christina Lau and Matthew Brown, proved to me through satisfactory evidence of identification, which were their Driver's Licenses to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



Marcy D. Hauber, Notary Public
My commission expires: July 19, 2013

Return to: Roopika Risam
 8 ½ Daniels Street
 Salem, MA 01970





QUITCLAIM DEED

Property Address: 8 1/2 Daniels Street, Unit 2, Salem MA

I, Amanda^C Campbell, a married person of 8 1/2 Daniels Street, Unit 2, Salem, MA 01970, for consideration of LESS THAN ONE HUNDRED 00/100 DOLLARS (\$100.00), grant to Michael^{AC} Egan and Amanda^C Campbell, husband and wife as tenants by the entirety, of 8 1/2 Daniels Street, Unit 2, Salem, MA 01970

^{J (MSE)}
with quitclaim covenants the following property in Essex County, Massachusetts

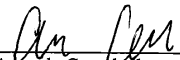
The "Unit" known as Unit No. 2, having a post office address of 8 1/2 Daniels Street, Salem, MA, in a condominium known as Daniels Street Condominium and established pursuant to Massachusetts General Laws, Chapter 183A, as amended, by Master Deed dated November 14, 2005 and recorded with Essex South Registry of Deeds in Book 25084, Page 5.

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 Daniels Street Condominium, 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.

Meaning and intending to convey the same premises as described by Deed dated December 15, 2010 and recorded December 22, 2010 with Essex South Registry of Deeds in Book 30095, Page 575.

WITNESS my hand and seal this 4 day of February, 2021.

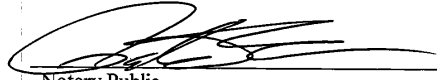

Amanda Campbell
C

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 4 day of February 2021, before me, the undersigned notary public, Amanda^C Campbell personally appeared, proved to me through satisfactory evidence of identification, which were Dianna Ivers, to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as his/her free act and deed, for its stated purpose.

(Seal)


Notary Public

My commission expires: June 13, 2025

