

HISTORIC
SALEM INC

12 Winter Street

Built for
Thomas Hovey
Mason
c. 1785

Researched and Written by
Alyssa G. A. Conary

March 2022

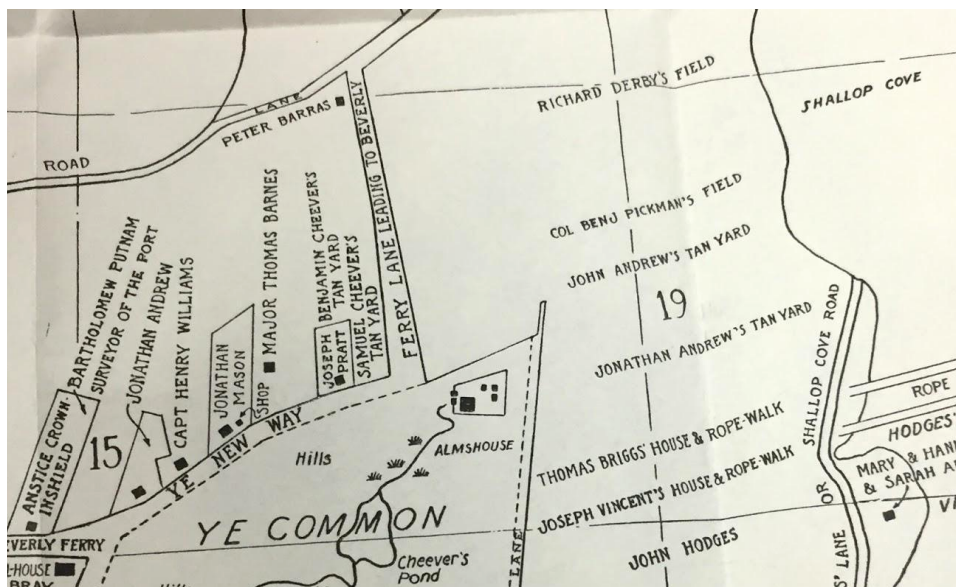
Historic Salem, Inc.
9 North Street, Salem, MA 01970
978.745.0799 | HistoricSalem.org
© 2022



12 Winter Street, 2022. Photo: Ryan Conary.

The house at 12 Winter Street is located in the nationally registered Salem Common Historic District. According to available evidence, it was built in the 1780s for a Salem mason named Thomas Hovey. The structure's front-end, five-by-one-bay portion with stone foundation was most likely built first, with the rear two-story sloping-roof ell with brick foundation added sometime later. The building's rectangular shape, hipped roof, molded corner boards, and foreshortened third-story windows are indicative of its Federal-era origins. Around 1870, Italianate decorative features, including a hooded double-door entrance, two-over-two windows, a second-story bay window, a bracketed cornice, and bracketed window lintels, were added to the exterior in an effort to modernize the home.¹

¹ "Salem Common Historic District," National Register of Historic Places Nomination Form (Washington, DC: U.S. Department of the Interior, National Park Service, 1972); Massachusetts Cultural Resource Information System (MACRIS), SAL.2325 (Boston, MA: Massachusetts Historical Commission, 1998); *The Salem Handbook: A Renovation Guide for Homeowners* (Salem: Historic Salem, Inc., 1977), 14-15, 20-21.



Map of Salem About 1780. James Duncan Phillips and Henry Noyes Otis, 1937.

Benjamin Cheever of Salem, cordwainer, sold the land to Thomas Hovey for thirty pounds on March 21, 1781. The lot was originally about twice the size it is today, extending all the way to what is now Oliver Street. The deed does not mention any buildings, and identifies modern-day Winter Street as “the road leading to Beverly ferry.” According to historian Sidney Perley, Winter Street is “an ancient road.” It was not known by its current name until 1794, when the town named a slate of streets and “placed Boards with the names at their respective Corners.”

2

² Essex County Registry of Deeds (ECRD) Book 146, Page 195; Sidney Perley, “Part of Salem in 1700. No. 15,” *The Essex Antiquarian* 8, no. 1 (January 1904): 66; *The Diary of William Bentley, D. D.* Vol. 2 (Salem: Essex Institute, 1907), 108-109.

Charles Collins	2	1	4
Rachel Berry			3
Joseph Pratt	3	3	2
Samuel Cheever	2	1	3
Benjamin Cheever	1	1	5
Thomas Brown	3	2	5
Thomas Hovey	1	3	5
Daniel Needham	1	3	4
Peter Barras	3	1	4

United States Census, 1790. Image: FamilySearch.org.

Although evidence of the exact date of construction for the house at 12 Winter Street has not been uncovered, there are clues pointing to the period of time between 1781, when Thomas Hovey purchased the land, and 1790. In an entry from 1816, Salem diarist Reverend William Bentley described a conversation with Edmund Needham and Benjamin Cheever Sr. in which the two men recounted that Cheever's son sold lots of land off of Salem Common "to Hovey & Brown who built upon them." The Hovey family then appears in the nation's first census in 1790 and, although the document does not specify where in Salem each household was located, Thomas Hovey's name is listed amongst men who are known to have owned lots adjacent to what is now 12 Winter Street: Benjamin Cheever, Thomas Brown, and Daniel Needham.³

Thomas Hovey was born in Salem on June 14, 1748. In 1773, he married Susanna Phippen, born in Salem on December 19, 1751. The marriage was performed by Reverend Thomas Barnard of Salem's North Church. The couple had eight children: Susannah, born November 26, 1774; Thomas Jr., born February 14, 1776; John, born in 1778; Elizabeth, born

³ *The Diary of William Bentley, D. D.* Vol. 4 (Salem: Essex Institute, 1914), 381; *United States Census, 1790.*

April 14, 1781; Hannah, born in 1783; Rebeckah, born in 1786; Samuel, born in 1789; and Benjamin, born in 1792.⁴

On May 25, 1775, about a month after the first shots were fired at Lexington & Concord, Thomas Hovey enlisted to fight in the American Revolutionary War. He served under the rank of private with Captain Nathan Brown's company, in Colonel John Mansfield's 19th regiment. His name appears on a muster roll dated August 1, 1775, a company return dated October 5, 1775, and an order for a bounty coat dated October 27, 1775.⁵

.....**DIED**.....
 In North-Carolina, Capt. W. FAWN, an aged revolutionary Officer throughout the whole war.
 In Virginia, Gen. G. CARRINGTON, of the revolutionary army.
 At Hingham, Mr. SETH STODDER, aged 63.
 At Danvers, SALLY PUTNAM, daughter of John Page, aged 16 mo. Funeral tomorrow, 5 o'clock.
 In this town, suddenly, Mr. THOMAS HOVEY.
 Mr. NATHANIEL CRAFTS, aged 24.

Real Estate
 By the Homestead of said Deceased Consisting of
 a Bowling house with about 20 poles of land
 situated in winter street in Salem . . . 2700.00
 a small house & land in Bridge Street
 in said Salem . . . 1000.00
 personal Estate
 \$3700.00

(Top) Death Notice of Thomas Hovey Sr. Image: *Salem Gazette*, July 4, 1809, GenealogyBank.com.

(Bottom) Probate Inventory of Thomas Hovey Sr., 1809. Image: AmericanAncestors.org.

⁴ *Vital Records of Salem (VRS) Vol. I* (Salem: Essex Institute, 1916), 452-453; *Massachusetts, Town Clerk, Vital and Town Records, 1626-2001*, database with images, familysearch.org; *Vital Records of Salem (VRS) Vol. II* (Salem: Essex Institute, 1918), 169.

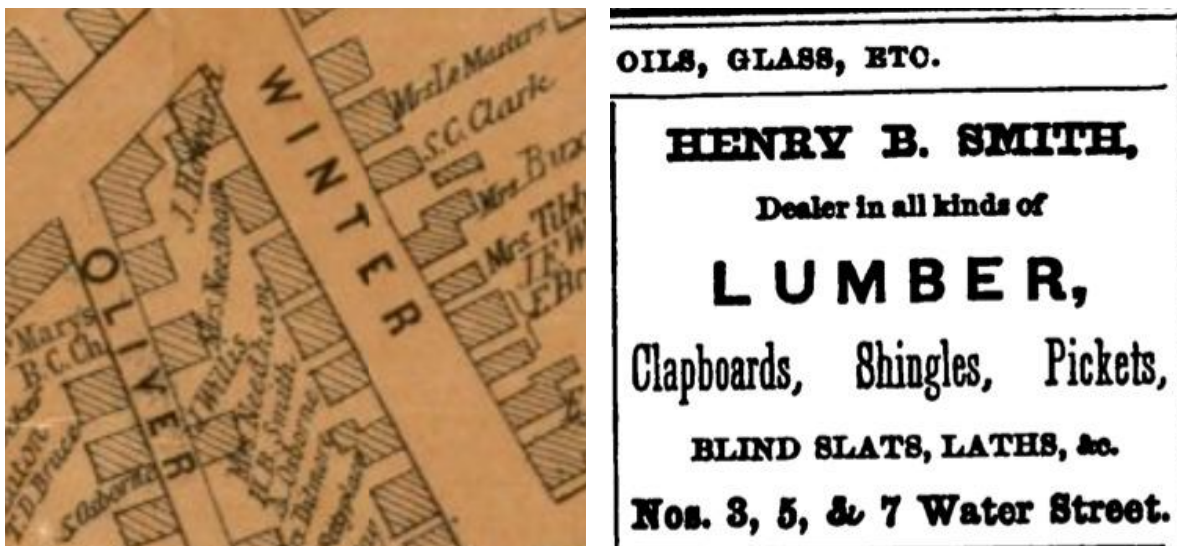
⁵ *Massachusetts Soldiers and Sailors of the Revolutionary War* (Boston: Wright & Potter Printing Co., 1901), 324.

Susanna Phippen Hovey passed away in the summer of 1804 at the age of fifty-three, and was buried on June 22nd of that year. Thomas Hovey's death followed in the summer of 1809. He was sixty-one-years-old. The Salem Gazette reported that Thomas passed away "suddenly" and, as such, died intestate. Thomas Hovey Jr. was appointed the administrator of his father's estate, and the family homestead on Winter Street was divided between him and his sisters Susan (Susannah), Elizabeth, and Hannah. On August 10, 1812, Thomas, Susan, and Elizabeth sold the southern half of the house and land to Hannah. On the same day, Hannah sold the northern half of the house and land to Thomas, Susan, and Elizabeth. Seventeen years later, Hannah and her husband Jacob Town sold the southern half of the property back to Thomas.⁶

As of 1830, Thomas Hovey Jr., employed as a bricklayer, owned the entirety of the southern half of 12 Winter Street as well as one-third share in the northern half, while his sisters Susan and Elizabeth each owned one-third share in the northern half. They were likely all living there together. There is no evidence that Thomas, aged fifty-four, or Susan, aged fifty-six, had ever married. Elizabeth, aged forty-nine, was a widow. She had married Thomas Lefavor in Salem in 1802, and had five children: Thomas Hovey Lefavor, born February 8, 1808; Francis Hovey Lefavor, born in 1813; Richard Merrit Lefavor, born in 1815; Elizabeth Jane Lefavor, baptized August 6, 1820; and Samuel Hovey Lefavor, born in 1823. Thomas Lefavor Sr. died of consumption in Salem on October 28, 1823 at the age of forty-seven.⁷

⁶ *Vital Records of Salem (VRS)* Vol. V (Salem: Essex Institute, 1925), 344; *Salem Gazette*, July 4, 1809; *Essex County, MA: Probate File Papers, 1638-1881*, online database, *americanancestors.org*, 2014, no. 13997; ECRD Book 197, Page 265; ECRD Book 229, Page 221; ECRD Book 255, Page 74.

⁷ ECRD Book 255, Page 74; United States Census, 1830; *Vital Records of Salem (VRS)* Vol. III (Salem: Essex Institute, 1924), 521; *VRS* Vol. I, 519-520; *VRS* Vol. V, 401.



(Left) 12 Winter Street labeled as the property of H. B. Smith. *Map of the City of Salem, Mass, 1851*. Image: Norman B. Leventhal Map Center. (Right) Advertisement for Henry B. Smith's lumber business. *Salem Directory, 1850*.

By 1846, a lumber dealer named Henry B. Smith lived at 12 Winter Street along with the Hoveys and Lefavors. Henry had married Elizabeth Jane Lefavor (daughter of Elizabeth Hovey Lefavor) in Salem on August 29, 1839. The 1850 United States Census lists the inhabitants of the house in detail in two separate family groups. In one group, there was Henry, aged thirty-three; his wife Elizabeth Jane, aged twenty-nine; their daughters Mary, aged nine, and Harriet, aged four; their sons George, aged seven, and Henry, aged one; and a twenty-one-year-old woman from Nova Scotia named Agnes Kehil who was most likely employed as a domestic worker. The second group included seventy-four-year-old Thomas Hovey; seventy-five-year-old Susanna (Susan) Hovey; seventy-year-old Elizabeth Hovey Lefavor; Elizabeth's thirty-seven-year-old son Francis H. Lefavor; Elizabeth's twenty-seven-year-old son Samuel H. Lefavor; and twenty-one-year-old Lucy S. Lefavor, who was perhaps Samuel's wife.⁸

⁸ *Salem Directory, 1846; VRS Vol. III, 602; Salem Directory, 1850; United States Census, 1850.*

Elizabeth Hovey Lefavor died of heart disease in Salem on June 9, 1852 at the age of seventy-one. Her brother Thomas Hovey died in Salem on December 28, 1858. He was eighty-three years old and his cause of death was given simply as “age.” Although it doesn’t appear that Thomas passed away suddenly, he died intestate like his father. Jonathan F. Worcester of Salem was appointed his administrator. On July 26, 1859, Worcester sold Thomas’s share of 12 Winter Street, the southern half and one-third of the northern half, to James Kimball of Salem.⁹ On the same day, Susan Hovey’s legal guardian, her nephew Thomas H. Lefavor, who had been appointed presumably because his aunt was labeled “an insane person,” sold her one-third share in the northern half of the estate to James Kimball.¹⁰ The heirs of Elizabeth Hovey Lefavor, including Elizabeth Jane Lefavor Smith and her husband Henry, sold their one-third share in the northern half of the estate to James Kimball as well. Kimball then sold the entirety of the Hovey-Lefavor estate at 12 Winter Street to Thomas H. Lefavor for \$2,500.00.¹¹

Thomas Hovey Lefavor, son of Thomas Lefavor and Elizabeth Hovey Lefavor, was born in Salem on February 8, 1808. He married Mary Brown in 1832 and had eight children between 1834 and 1845, three of whom died before the age of one. Mary appears to have passed away from complications related to her final birth, that of twins Samuel and Sarah on August 9, 1845. According to Salem vital records, she died of “palsy” two days later at the age of thirty-eight.

⁹ *Massachusetts Deaths, 1841-1915, 1921-1924*, database with images, *familysearch.org*; *Massachusetts Vital Records, 1841-1910*, online database, *americanancestors.org*; *Essex County, MA: Probate File Papers, 1638-1881*, online database, *americanancestors.org*, 2014, no. 42830; ECRD Book 591, Page 290.

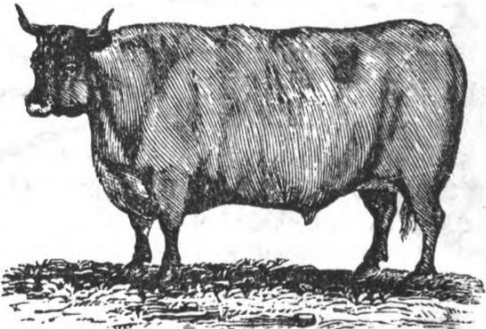
¹⁰ ECRD Book 591, Page 292; The suggested deficiency of Susan’s mental capacity may explain in part why her brother Thomas never married or had a family of his own, as it appears he most likely acted as her caretaker until his death. Susan passed away on February 21, 1861 at the age of eighty-six (*Massachusetts Deaths, 1841-1915, 1921-1924*, database with images, *familysearch.org*).

¹¹ ECRD Book 591, Page 291; ECRD Book 591, Page 294; ECRD Book 591, Page 295.

Sadly, Sarah's death followed on August 26, 1845. Thomas was remarried in 1847 to a woman named Caroline Wallis, with whom he had one son.¹²

Thomas was fifty-one-years-old when he purchased the entirety of his grandfather Thomas Hovey Sr.'s estate in 1859. His uncle Thomas Hovey Jr.'s probate documents list his occupation as "merchant." Thomas and his family were living in the house at 12 Winter Street by 1864, but did not remain for long. On May 8, 1868, Thomas sold 12 Winter Street to Stephen N. Monroe and Levi Wiggin, both of Salem, for \$3,300.00, ending nearly a century of Hovey-Lefavor family ownership of the home.¹³

WIGGIN & MUNROE,
DEALERS IN



BEEF, PORK, LARD, HAM,
EGGS, POULTRY, AND VEGETABLES.
Goods delivered in the city free.

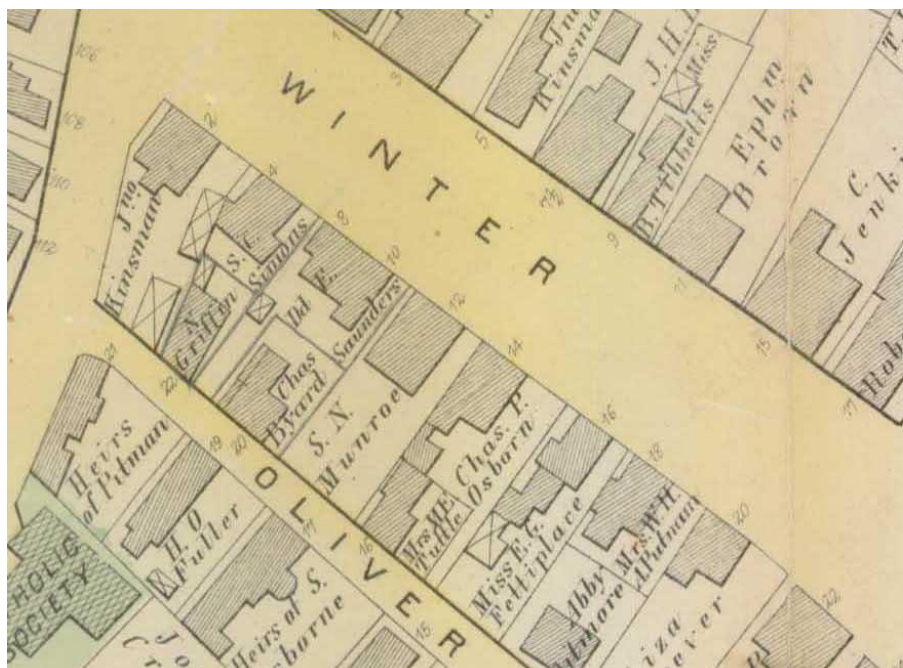
111 Essex, corner of Walnut Street,
SALEM.

Advertisement for *Wiggin & Munroe* provisions. *Salem Directory*, 1869.

¹² *VRS* Vol. I, 520; *VRS* Vol. III, 602; *Massachusetts Town Clerk, Vital and Town Records, 1626-2001*, database with images, familysearch.org; *VRS* Vol. V, 400; *Massachusetts Deaths, 1841-1915, 1921-1924*, database with images, familysearch.org.

¹³ *VRS* Vol. I, 520; ECRD Book 591, Page 295; *Essex County, MA: Probate File Papers, 1638-1881*, online database, americanancestors.org, 2014, no. 42830; *Salem Directory*, 1864; ECRD Book 745, Page 107.

Stephen N. Monroe, born in Massachusetts about 1833, and Levi Wiggin, born in New Hampshire about 1818, were in the provisions business together when they purchased 12 Winter Street. Their company Wiggin & Monroe had a storefront at 111 Essex Street. By 1869, both families were living at 12 Winter Street, and the 1870 United States Census lists the residents of the home as follows: in one household, Stephen Munroe and his wife Mary Ann Babcock Munroe, married in Salem in 1864, both in their thirties; and in the second household, Levi Wiggin and his wife Caroline F. Wiggin, both in their fifties, along with their twenty-year-old daughter Anna, and sixteen-year-old son John. It was most likely around this time that the Italianate ornamentation was added to the exterior of the house.¹⁴



12 Winter Street labeled as the property of S. N. Monroe, although it was put entirely in Mary Ann Munroe's name in 1874. Atlas of Salem, 1874. Illustration: Essex County Registry of Deeds.

¹⁴ Gravestone of Stephen N. Munroe, Harmony Grove Cemetery, Salem, Massachusetts; *United States Census*, 1870; *Salem Directory*, 1866; *Salem Directory*, 1869; *Massachusetts Marriages, 1841-1915*, database with images, familysearch.org; MACRIS, SAL.2325.

On October 10, 1872, Stephen transferred his one-half share in 12 Winter Street to his wife Mary Ann, and Levi transferred his one-half share to his wife Caroline, both through an intermediary named Robert M. Copeland. About a year and a half later, the Wiggins sold their share in the property to Mary Ann Munroe, putting it entirely in her name. It appears that the business relationship between Stephen and Levi may have broken down around this time. The 1874 Salem Directory lists the provisions business at 111 Essex Street as Stephen N. Munroe & Co., not Wiggin & Munroe. By 1876, the Wiggins had moved back to their former home on Howard Street.¹⁵



¹⁵ ECRD Book 865, Page 140; ECRD Book 865, Page 141; ECRD Book 865, Page 142; ECRD Book 903, Page 75; *Salem Directory*, 1874; *Salem Directory*, 1876; *Salem Directory*, 1866.



(Top) Atlas of Salem, 1897. Illustration: Essex County Registry of Deeds. (Middle) Atlas of Salem, 1911. Illustration: Essex County Registry of Deeds. (Bottom) Gravestone of Stephen N. Munroe and Mary Ann Babcock Munroe. Harmony Grove Cemetery, Salem, Massachusetts. Photo: FindAGrave.com.

Stephen & Mary Ann Munroe resided at 12 Winter Street for another thirty-seven years, usually with at least one boarder. Sometime between 1874 and 1897, the Munroes built another house at 18 Oliver Street on the opposite end of the property, which they rented out to tenants. The couple's long ownership of the lot came to an end just after Stephen's death, which occurred at home on July 29, 1913. He was eighty-years-old and the cause was given as chronic myocarditis. Stephen was buried in Salem's Harmony Grove cemetery two days later. On December 2, 1913, Mary Ann sold 12 Winter Street and 18 Oliver Street to Mary E. Hines of Lynn.¹⁶

Mary E. Hines was 12 Winter Street's first absentee landlord, never residing in the home herself. For most of her nearly twenty-five-year ownership, the house was occupied by the Anthony-Conrad family. Mrs. Alice J. Anthony appears as a resident of 12 Winter Street in the 1917 Salem Directory. By 1920, Alice, fifty-three-years-old, was living there with her daughter Amelia Grace Anthony Conrad, thirty-four-years-old, and Amelia's husband Oliver Wendell Conrad, twenty-eight-years-old. Oliver was employed as a laborer in the tanning industry. Both he and his wife had served in the United States Navy during World War I, she as a reserve nurse. Oliver and Amelia had two children: Elizabeth Anthony Conrad, born on March 27, 1920, and William Henry Conrad, born on January 6, 1924, both in Salem.¹⁷

On January 6, 1933, Mary E. Hines mortgaged the 12 Winter Street half of the property to Salem Five Cents Savings Bank. The exact reason why is unknown, but judging by the date,

¹⁶ All available Salem Directories from 1876 to 1911; Atlas of Salem, 1874; Atlas of Salem, 1897; MACRIS, SAL.2330 (Boston, MA: Massachusetts Historical Commission, 1997); *Massachusetts Deaths, 1841-1915, 1921-1924*, database with images, *familysearch.org*; ECRD Book 2239, Page 390.

¹⁷ All available Salem Directories from 1914 to 1937; *United States Census, 1920*; *United States Veterans Administration Master Index, 1917-1940*, database, *familysearch.org*; *Massachusetts State Vital Records, 1841-1920*, database with images, *familysearch.org*; *Massachusetts Births, 1636-1924*, database, *familysearch.org*.

it's possible that financial trouble related to the Great Depression played a role. When Mary defaulted on her mortgage in 1938, the bank retained ownership of the home. On March 31, 1941, Salem Five sold 12 Winter Street to Richard C. and Ethel M. Mackintire of Salem. Now separated from 18 Oliver Street, this was the first time the lot was sold in its current dimensions.

18

C. F. TOMPKINS CO.
Quality Furniture For Nearly 50 Years
SALEM • BEVERLY • DANVERS • GLOUCESTER

Advertisement for C. F. Tompkins Co. furniture. *Salem Directory*, 1946.

The Mackintires also purchased 12 Winter Street solely as an income property, residing at 6 Cheval Avenue in Juniper Point throughout their ownership of the house. Richard was employed as a credit manager and subsequently a bookkeeper at C. F. Tompkins Co. furniture store on Washington Street. Just before and during Richard and Ethel's ownership of the property, 12 Winter Street was occupied by William Cass, a leather worker, his wife Catherine, and their children. By 1946, a tenant named Beverly Crowson was also living there, but the Salem Directory specifies that she resided in a separate unit within the house numbered 12 ½ Winter Street.¹⁹

Richard and Ethel Mackintire sold the property to Mary J. Donovan of Salem on June 1, 1946. Mary owned 12 Winter Street for nearly fifty years until her death in the 1990s, when the

¹⁸ ECRD Book 2941, Page 153; ECRD Book 3155, Page 185; ECRD Book 3250, Page 363.

¹⁹ *Salem Directory*, 1937; *Salem Directory*, 1946; *United States Census*, 1940.

executor of her will sold it to Paul J. Herrick of Salem. Paul J. Herrick sold the house to Marc L. Bergeron of Salem in 2000, and Marc and his wife Marcy officially condoized 12 Winter Street in 2003.²⁰

²⁰ ECRD Book 3462, Page 476; ECRD Book 12976, Page 344; ECRD Book 15814, Page 162; ECRD Book 21820, Page 424.

CHAIN OF TITLE, 12 WINTER STREET, SALEM, ESSEX COUNTY, MASSACHUSETTS

Date of Transaction	Date Recorded	Grantor(s)	Grantee(s)	Consideration	Conveyance of	Source	Book / Page	Notes
March 21, 1781	December 26, 1786	Benjamin Cheever of Salem, cordwainer	Thomas Hovey of Salem, mason	thirty pounds	"a piece of land in Salem . . . bounded easterly on the road leading to Beverly ferry & there measures fifty feet westerly upon land belonging to Judge Lynde & there measures fifty feet [southerly] upon other land of [said Benjamin] Cheever & there measures one hundred feet [northerly] upon land of . . . Needham & there measures one hundred feet . . ."	Essex County Registry of Deeds (ECRD)	146 / 195	
August 10, 1812	November 14, 1812	Thomas Hovey, Susan Hovey, and Thomas & Elisabeth Lefavour	Hannah Town	\$1,000.00	"one half of the Real Estate of our late Hon. Father Thomas Hovey dec. as hereafter described, viz. the Southern half of a dwelling house with the land under and adjoining situated on winter Street, and beginning at the front door and through the middle of the Entry as the partition Stand in the back part of the house from the garret to the cellar, with a small piece of land to the westward of the house, running in a line westerly with the Southern end of the house nine feet, then northerly with a line of the western end of the partition. Also the Southern half of a garden beginning at the middle of said garden fence and running [southerly?] twenty 5 feet, then westerly by Brown's land sixty two feet nine inches, thence northerly by Oliver Street twenty five feet, then Easterly through said garden sixty feet, the yard, well, front, door and entry and stairs from the cellar to the garret to be used in common with both parts of the house."	ECRD	197 / 265	
August 10, 1812	May 1, 1822	Jacob & Hannah Town of Salem	Thomas Hovey, Susan Hovey, and Elizabeth Lefavour, all of Salem	\$1,000.00	"one half of the real estate of our late Honored father Thomas Hovey deceased as hereafter described viz, the northern half of a dwelling house with the land under and adjoining situated on Winter street and beginning at the front door and through the middle of the entry to the garden fence as the partition in the back part of the house . . . stands from the garret to the cellar with the northern half of the garden beginning at the middle of said garden fence then running westerly sixty feet through said garden to Oliver street then bounds westerly running northerly by Oliver street twenty five feet then . . . northerly running easterly by Needhams land fifty eight feet then . . . [southerly?] by garden fence twenty five feet to first mentioned bound with the yard well front door, entry and stairs from the garret to the cellar to be used in common for both parts of the house."	ECRD	229 / 221	
May 7, 1829	December 1, 1829	Jacob Towne of Boxford, yeoman, & Hannah Towne, his wife	Thomas Hovey of Salem, bricklayer	\$500.00	"the following real estate on Winter street in Salem aforesaid that is to say the Southern half of a certain dwelling house and land under and adjoining contained within the following lines . . ."	ECRD	255 / 74	"being the same premises which were conveyed by said Thomas and others to said Hannah" recorded in ECRD B197 P265; subject to a \$500.00 mortgage by the Townes to Benjamin Cheever
July 26, 1859	August 12, 1859	Jonathan F. Worcester of Salem, administrator of the estate of Thomas Hovey, late of Salem, mason, deceased intestate	James Kimball of Salem	\$1,666.67	"The southern half, and one undivided third part of the northern half of Messuage Number 12, Winter Street, in Salem, aforesaid; the said messuage being bounded easterly by Winter Street; northerly by land of Sanders and Byard; westerly by Oliver Street; and southerly by land of Osborne and Willis."	ECRD	591 / 290	"The said Southern half being the same premises that were conveyed by Thomas Hovey to Hannah Town" recorded in ECRD B197 P265 and "the said northern half being the same premises that were conveyed by Jacob Town, to Thomas Hovey and others" recorded in ECRD B229 P221
July 26, 1859	August 12, 1859	Edna Jane Le Favor of Medway, guardian to Jeannie Le Favor and Caroline T. Le Favor, minor children of Richard M. Le Favor, late of Roxbury, deceased, intestate	James Kimball of Salem	\$104.16	"One undivided twelfth part of the northern half of messuage Number 12, in Winter Street, in said Salem . . ."	ECRD	591 / 291	

CHAIN OF TITLE, 12 WINTER STREET, SALEM, ESSEX COUNTY, MASSACHUSETTS

Date of Transaction	Date Recorded	Grantor(s)	Grantee(s)	Consideration	Conveyance of	Source	Book / Page	Notes
July 26, 1859	August 12, 1859	Thomas H. Lefavor of Salem, guardian to Susan Hovey, an insane person, of Salem, singlewoman	James Kimball of Salem	\$416.66	"One undivided third part of the northern half of Messuage No. 12, Winter Street in said Salem . . ."	ECRD	591 / 292	
July 26, 1859	August 12, 1859	Henry B. & Elizabeth Jane Smith, Thomas H. Lefavour, and Samuel H. Lefavour, all of Salem	James Kimball of Salem	\$312.50	"three undivided twelfth parts of the northern half of messuage number 12, Winter Street, Salem . . ."	ECRD	591 / 294	
July 26, 1859	August 12, 1859	James Kimball of Salem	Thomas H. Lefavour of Salem	\$2,500.00	"a certain piece of land, situate in said Salem, and bounded as follows, to wit; easterly on Winter Street, fifty feet, southerly on land of Osborne and Willis, one hundred feet, westerly on Oliver Street, fifty feet, and northerly on land of Sanders and Byard, one hundred feet, with all the buildings thereon."	ECRD	591 / 295	"The said estate being the same that was conveyed to me, in different portions, by Deeds of even date with this . . ."
May 8, 1868	May 9, 1868	Thomas H. Lefavour of Salem	Stephen N. Monroe and Levi Wiggin of Salem	\$3,300.00	"a certain parcel of land situated in said Salem bounded as follows: Easterly on Winter Street, fifty feet, more or less; Southerly on land now or formerly of Osborne, and land now or formerly of Willis, one hundred feet more or less; Westerly on Oliver Street, fifty feet, more or less; and Northerly on land now or formerly of Sanders, and land now or formerly of Byard, one hundred feet more or less . . . with the dwelling house and all other buildings thereon . . ."	ECRD	745 / 107	
October 10, 1872	October 15, 1872	Stephen N. Munroe of Salem	Robert M. Copeland of Salem	\$1.00	"one undivided half part of a certain parcel of land situated in Salem and bounded as follows – easterly on Winter street; southerly on land now or formerly of Osborne and of Willis; westerly on Oliver street; and northerly on land now or formerly of Saunders and of Byard . . ."	ECRD	865 / 140	"being the same premises in part" as described in ECRD B745 P107
October 10, 1872	October 15, 1872	Levi Wiggin of Salem	Robert M. Copeland of Salem	\$1.00	"one undivided half part of a certain parcel of land situated in said Salem and bounded and described as follows . . ."	ECRD	865 / 141	"being the same premises in part" as described in ECRD B745 P107
October 10, 1872	October 15, 1872	Robert M. Copeland of Salem	Caroline Wiggin, wife of Levi Wiggin of Salem	\$1.00	"one undivided half part of a certain parcel of land situated in said Salem, and bounded and described as follows . . ."	ECRD	865 / 141	"being the same premises this day conveyed to me by deed of Levi Wiggin . . ."
October 10, 1872	October 15, 1872	Robert M. Copeland of Salem	Mary A. Munroe, wife of Stephen N. Munroe of Salem	\$1.00	"all that one undivided half part of a certain parcel of land situated in said Salem and bounded & described as follows . . ."	ECRD	865 / 142	"being the same premises this day conveyed to me by deed of Stephen N. Munroe . . ."
April 23, 1874	April 29, 1874	Levi & Caroline F. Wiggin of Salem	Mary Ann Munroe, wife of Stephen N. Munroe of Salem	\$4,000.00	"one undivided half part of the following described premises to wit . . ."	ECRD	903 / 75	"being the same premises" recorded in ECRD B745 P107
December 2, 1913	December 3, 1913	Mary A. Munroe of Salem	Mary E. Hines of Lynn	"One Dollar and other valuable considerations"	"a certain parcel of land with the dwelling houses and other buildings thereon, situated in said Salem, and bounded and described as follows: Easterly on Winter Street fifty feet, more or less; Southerly by land now or formerly of Osborne and by land now or formerly of Willis, one hundred feet, more or less; Westerly on Oliver Street fifty feet, more or less, and Northerly on land now or formerly of Sanders and land now or formerly of Byard, one hundred feet, more or less . . ."	ECRD	2239 / 390	
January 6, 1933	January 6, 1933	Mary E. Hines of Lynn	Salem Five Cents Savings Bank	"consideration paid"	"the land in said SALEM with the buildings thereon bounded and described as follows: Easterly by Winter Street about fifty (50) feet, southerly by land now or formerly of Osborne about fifty five (55) feet nine (9) inches, westerly by land now or formerly of Murphy about fifty (50) feet ten (10) inches and northerly by land now or formerly of Cole about fifty seven (57) feet four (4) inches."	ECRD	2941 / 153	"Being a portion of the premises conveyed to me by deed of Mary A. Munroe" recorded in ECRD B2239 P390; This document is a mortgage "to secure the payment of Four Thousand Dollars in one year with five and one-half per cent interest."
August 22, 1938	August 23, 1938	Salem Five Cents Savings Bank, holder of a mortgage from Mary E. Hines of Lynn	Salem Five Cents Savings Bank	\$4,100.00	"the premises conveyed by said mortgage."	ECRD	3155 / 185	The bank retained ownership of the property when Mary defaulted on her mortgage.

CHAIN OF TITLE, 12 WINTER STREET, SALEM, ESSEX COUNTY, MASSACHUSETTS

Date of Transaction	Date Recorded	Grantor(s)	Grantee(s)	Consideration	Conveyance of	Source	Book / Page	Notes
March 31, 1941	April 1, 1941	Salem Five Cents Savings Bank	Richard C. & Ethel M. Mackintire of Salem	"consideration paid"	"the land in said SALEM with the buildings thereon bounded and described as follows: Easterly by Winter Street about fifty (50) feet, southerly by land now or formerly of Osborne about fifty five (55) feet nine (9) inches, westerly by land now or formerly of Murphy about fifty (50) feet ten (10) inches and northerly by land now or formerly of Cole about fifty seven (57) feet four (4) inches."	ECRD	3250 / 363	
June 1, 1946	June 1, 1946	Richard C. & Ethel M. Mackintire of Salem	Mary J. Donovan of Salem	"consideration paid"	"the land in said SALEM together with the buildings thereon bounded and described as follows . . ."	ECRD	3462 / 476	
April 4, 1995	April 5, 1995	Ellen Cash of Lynn, executor under the will of Mary J. Donovan, late of Peabody	Paul J. Herrick of Salem	\$85,000.00	"The land in Salem . . . together with the buildings thereon, bounded and described as follows . . ."	ECRD	12976 / 344	
August 10, 1995	August 10, 1995	Paul J. Herrick of Salem	Paul J. Herrick, Trustee of HRX Salem Realty Trust	"nominal consideration"	"The land in Salem . . . together with the buildings thereon, bounded and described as follows . . ."	ECRD	13141 / 350	
October 20, 1997	October 20, 1997	Paul J. Herrick, Trustee of HRX Salem Realty Trust	Paul J. Herrick of Salem	"nominal consideration"	"The land in Salem . . . together with the buildings thereon, bounded and described as follows . . ."	ECRD	14377 / 563	
October 20, 1997	October 20, 1997	Paul J. Herrick of Salem	Paul J. Herrick, Trustee of HRX Salem Realty Trust	"nominal consideration"	"The land in Salem . . . together with the buildings thereon, bounded and described as follows . . ."	ECRD	14377 / 570	
December 30, 1998	December 30, 1998	Paul J. Herrick, Trustee of HRX Salem Realty Trust	Paul J. Herrick of Salem	"nominal consideration"	"The land in Salem . . . together with the buildings thereon, bounded and described as follows . . ."	ECRD	15369 / 554	
July 16, 1999	July 16, 1999	Paul J. Herrick of Salem	Marc L. Bergeron of Salem	\$319,900.00	"The land in Salem . . . together with the buildings thereon, bounded and described as follows . . ."	ECRD	15814 / 162	
August 2, 2000	August 2, 2000	Marc L. Bergeron of Salem	Marc L. & Marcy F. Bergeron of Salem	"Nominal"	"The land in Salem . . . together with the buildings thereon, bounded and described as follows . . ."	ECRD	16487 / 299	The Bergerons officially condoized 12 Winter Street in 2003.

and assigns do covenant to & with the said Benjamin Mooers his heirs & assigns that until the delivery hereof I am the lawful owner of the above granted & bargained premises & that they are free from all incumbrances & that I have good right & lawful authority to sell & convey the same as above said that the said John White for myself my heirs & assigns will warrant & forever defend the same to him the said Benjamin Mooers his heirs & assigns against all persons whatsoever. And Mary the wife of the said John White doth by these presents surrender & yield up her right or thirds of dower off & into the above granted & bargained premises. In Witness whereof we have hereunto set our hands & seals this twenty day of October in the year of our Lord one thousand seven hundred & eighty. A.D. the word luno was interlineated before signing & sealing. N.B. and N.B. John White & a highway were interlined before signing & sealing.

John White & a seal
 Molly White & a seal

in presence of
 Hierarchy Mitchem
 Willm Greenleaf
 Speer's April 5, 1781 then the above named John White personally appeared & acknowledged the above instrument to be his free act & deed. before me Jonathan Webster Jr. Deane
 Speer's Rec. Dec. 23, 1786. & recorded & exam. by John Pickering Regr

11010 all men by these presents that I Benjamin Cheever of Salem in the County of Essex & State of the Massachusetts lay in New England cord- wainers for in consideration of the sum of thirty pounds lawful money to me in hand before the delivery hereof well & truly paid by Thomas Hovey of Salem aforesd. mason the receipt whereof I do acknowledge have given granted bargained & sold & by these presents do give grant bargain sell alien on feoff convey & confirm unto the said Thomas Hovey his heirs and assigns forever a piece of land in Salem aforesd. & is bounded easterly on the road leading to Beverly ferry & there measures fifty feet westerly upon land belonging to Judge Lynde & there measures fifty feet southerly upon other land of B. Benj. Cheever & there measures one hundred feet northerly upon land of Dan. Needham & there measures one hundred feet or however otherwise bounded To have & to hold the said granted premises with all the privileges & appurtenances to the same appertaining to him the said Thomas Hovey his heirs & assigns to his & their only proper use & benefit forever and I the said Benj. Cheever for me my heirs executors & administrators do hereby covenant grant & agree to & with the said Thomas Hovey his heirs & assigns that until the delivery hereof I am the lawful owner of the said premises & am lawfully seized & possessed thereof in my own right in fee simple & have full power & lawful authority to grant & convey the same in manner aforesaid that the said premises are free & clear of all every incumbrance whatsoever. and that I the said Benj. Cheever my heirs executors & administrators shall & will warrant the same to him the said Thomas Hovey his heirs & assigns against the lawful claims & demands of any person or persons whomsoever In Witness whereof I have hereunto set my hand & seal this twenty first day of March in the year of our Lord one thousand seven hundred & eighty one & in the fifth year of the independence of the united States of America & Ruth the wife of Benj. in token of her giving up her right of dower in the premises hath hereunto set her hand & seal signed sealed & delivered in presence of
 John Gavel William Starr Benjamin Cheever & a seal
 Ruth Cheever & a seal

your petition March 9. 20. 1751 then the woman names Benjamin Creever do
acknowledged the within written instrument to be his free act & deed.
before Amos Putnam Just Peace
Essex Rec. Dec. 26. 1756 & recorded Exam. by John Pickering Regr

G. Tusts
to
J. Ballard

Know all men by these presents that I Gimes Tusts of Lynn in the County
of Essex in the Commonwealth of Massachusetts gentleman in consideration
of the sum of one hundred & two pounds paid me by Joseph Ballard of Lynn
gentleman the receipt whereof I do hereby acknowledge do hereby give grant
conveyance & convey unto him the said Joseph Ballard his heirs & assigns
certain pieces of land lying in Lynn aforesaid containing one acre more or less
is bounded southerly by common land westerly by a road northerly by lane
of Increase Newhall & easterly by land of John Newhall with the dwelling
house & all the other buildings standing thereon to have & to hold the same
with the privileges & appurtenances thereunto belonging unto him the said
Joseph Ballard his heirs & assigns to his & their only proper use & service for
ever and I do covenant with the said Joseph Ballard his heirs & assigns that
I am lawfully seized in fee of the premises that they are free of all incum-
brances that I have good right to use & convey the same in manner aforesaid
& that I will warrant & defend the same unto him the said Joseph
Ballard his heirs & assigns forever against the lawful claims & demands
of all persons. In witness whereof I have hereunto set my hand & seal
this twenty seventh day of December Anno Domini 1756.

I signed sealed & delivered
in presence of us
John Flagg
Essex Rec. Dec. 29. 1756 at 9^o clock forenoon & recorded Exam. by
John Pickering Regr

A. Callahan
to
S. Martin

Know all men by these presents that I Anna Callahan of Marblehead
in the County of Essex & State of the Massachusetts Bay in New England
in consideration of nine shillings to me in hand well & truly paid by
Samuel Martin of Marblehead in the County & State aforesaid gentleman
the receipt whereof I do hereby acknowledge do hereby give grant sell re-
mise release & forever quit claim & by these presents do give grant transfer
remise release & forever quit claim unto him the said Samuel Martin & his heirs
& assigns forever all my right title interest property & estate & inheritance
of my Mother Anna Baker who was the daughter of Robt. Martin dec'd
consisting of a certain tract of land lying in Marblehead aforesaid and
bounding Northwesterly by a way late laid out northeasterly by lines of
Robert, Emily Freeman & John home methurst dec'd & Thos Southwesterly
southerly & southwesterly by five lanes so called or however otherwise
bounded or recorded together with all privileges to have & to hold all
things premises to him the said Samuel & his & assigns forever
In testimony hereof the said Anna Callahan do hereunto set my hand
& seal this twenty third day of December & in the year of our Lord one
thousand seven hundred & eighty six.

I signed sealed & delivered
in presence of
Edward & Bourne
William Bangor
Essex Rec. Dec. 30. 1756 & recorded Exam. by
John Pickering Regr

Essex, November 6th 1812. Then John [unclear] above named personally acknowledged the foregoing assignment by him subscribed to be his free act and deed. Before me Amos Choate Justice of Peace Essex. Rec. November 12. 1812. recorded & exam.^d by Amos Choate Reg.

Jacob Town
to
Elijah Town

Know all men by these Presents, That I Jacob Town of Salem in the County of Essex and Commonwealth of Massachusetts yeoman, and who was late Resident in Lynn in said County and an Innholder there, in consideration of one hundred and ninety five dollars to me paid by Elijah Town of Salem aforesaid, yeoman, the receipt whereof I do hereby acknowledge have dimised released and forever quitclaimed, and do for myself and my heirs by these Presents remise release and forever quitclaim unto the said Elijah Town, and to his heirs and assigns, all my right title and interest and Estate in and to all the Estate both Real and personal of my late Hon^d. Father Nathan Town late of Andover in said County Gentleman dec^d. Intestate, lying in Andover aforesaid or in Peckersfield in the State of New Hampshire or wheresoever else situated or howsoever bounded or described, with all the priviledges and appurtenances thereof my share in said Estate being one undivided tenth part of the same. TO HAVE AND TO HOLD the aforesaid premises with all the priviledges and appurtenances thereunto belonging to him the said Elijah Town his heirs and assigns forever, so that neither I the said Jacob Town nor my heirs, or any other person or persons claiming from or under me or them or in the name right or stead of me or them shall or will by any way or means have claim or demand any right or title to the aforesaid premises, or their appurtenances, or to any part or parcel thereof forever. In witness whereof I the said Jacob and I Hannah wife of the said Jacob in consideration of ten cents paid me by said Elijah the receipt whereof I acknowledge, do hereby surrender up to him his heirs and assigns all my right of dower in the premises, have hereunto set our hands and seals this thirteenth day of November in the year of our Lord one thousand eight hundred and twelve.

Jacob Town --- seal
Hannah Town --- seal
signed sealed & delivered
in presence of us
Samuel Hovey
Mary Gerard } Essex ss. November 14. A.D. 1812. Then the above named Jacob Town acknowledged the above Instrument to be his free act & deed. Before me Amos Choate Jus. Peace Essex ss. Rec. Nov. 14. 1812. recorded & exam.^d by Amos Choate Reg.

Thos. Hovey & Co.
to
Hannah wife
of
Jacob Town

Know all men by these Presents, That we Thomas Hovey Susan Hovey Thomas Lefavour with Elizabeth wife of said Thomas Lefavour in her right, in consideration of one thousand dollars paid us by Hannah Town the receipt whereof we do hereby acknowledge and for,

divers other good causes and considerations ^{to us} hereunto moving, do for our
 selves remise release and forever quitclaim unto the said Hannah
 Town all our right title interest and claim in and unto one half of the
 Real Estate of our late Hon.^d Father Thomas Hovey dec^d. as hereafter des-
 cribed, viz. the Southern half of a dwelling house with the land under
 and adjoining situated on winter Street, and beginning at the front
 door and through the middle of the Entry as the partition stand in the
 back part of the house from the Garret to the cellar, with a small
 piece of land to the westward of the house, running in a line west-
 -only with the Southern end of the house nine feet, then northerly with
 a line of the western end of the partition. Also the Southern half of
 a Garden beginning at the middle of said Garden fence and running
 So. twenty five feet, then westerly by Brown's land sixty two feet nine
 -inches, thence northerly by Oliver Street twenty five feet, then Easter-
 -ly through said garden sixty feet, the yard, well, front, door and entry
 and stairs from the cellar to the Garret to be used in common with
 both parts of the house. Together with all the estate right title, in-
 -terest use, property claim and demand whatsoever of us the said Tho.
 Susan Thomas and Elisabeth, which we now have or at anytime
 heretofore had of, in, and to the aforementioned premises with the
 appurtenances or to any part thereof or which at anytime heretofore
 has been held, used occupied or enjoyed as part or parcel of the same

To have and to hold all the said premises with the ap-
 -purtenances to her the said Hannah Town and her heirs and assigns
 forever, and we do hereby for ourselves, heirs, executors and adminis-
 -trators, covenant and grant to and with the said Hannah and her heirs
 , executors administrators and assigns in manner following that is to say
 that the premises are free from all incumbrances done or suffered by
 any of us, that she shall from henceforth forever quietly and peaceably
 have and enjoy the released premised premises with the appurtenances
 without any lawful claim or hindrance of any of us or of any person
 or persons claiming, or who by any way or means may claim the
 same, or any part thereof, by from or under us. **IN WITNESS** whereof
 we the said Thomas Susan Thomas & Elisabeth have hereunto
 set our hands and seals this tenth day of August in the year of
 our Lord one thousand eight hundred and twelve.

signed sealed & delivered in presence of us
 the word "Thomas" was _____ fixed to the
 word "stairs" was interlined before
 signing and "winter Street"

Thomas Hovey seal.
 Thomas Lefavour seal
 Elisabeth Lefavour seal
 Susanna Hovey seal

John Pynchard Israel Woodbury Jan^y Hovey } Exec^s for August 11. 1812. Then
 the above named Thomas Hovey and Thomas Lefavour acknowledged
 the above Instrument to be their free act and deed. before me
 John Pynchard Just. of Peace

Essex J. Rec^d Nov^r 14. 1812. recorded & exam^d by Amos Choate Reg

Essex ss. Received April 3. 1822. recorded and examined by Amos Choate Regr
307X

Jacob Town et ux
to
Thomas Hovey et alii

Know all Men by these Presents That I Jacob Town of Salem in the County of Essex
and Hannah my wife in her right, in consideration of the sum of one thousand dollars paid
by Thomas Hovey Susan Hovey and Elizabeth Lefavour ^{all} of said Salem, the receipt whereof I do
hereby acknowledge do for myself and my heirs remise release and forever quit claim unto
said Thomas Hovey Susan Hovey and Elizabeth Lefavour all the right title interest and claim
in upon or unto one half of the real estate of our late Honored father Thomas Hovey deceased
as hereafter described viz, the northern half of a dwelling house with the land under and
adjoining situated on Winter street and beginning at the front door and through the
middle of the entry to the garden fence as the partition in the back part of the house now
stands from the garret to the cellar with the northern half of the garden beginning at the
middle of said garden fence then running westerly sixty feet through said garden
to Oliver street then bounds westerly running northerly by Oliver street twenty five feet then
boundg northerly running easterly by Needhams land fifty eight feet then being suff.
by garden fence twenty five feet to first mentioned bound with the yard well front door
entry and stairs from the garret to the cellar to be used in common for both parts of the house.
To have and to hold the same with all the privileges and appurtenances to the same
in any wise appertaining to the said Thomas Susan and Elizabeth their heirs and
assigns forever. And I for myself my heirs executors and administrators do hereby
covenant with the said Thomas Susan and Elizabeth and their heirs and assigns, that
they and their heirs and assigns shall have hold and enjoy the same against the lawful
claims of all persons claiming the same from by or under us. IN WITNESS whereof we
have hereunto set our hands and seals this tenth day of August in the year of our
Lord one thousand eight hundred and twelve.
signed sealed and delivered in presence of
interlined at land under and adjoining before
signing and word "winter street"

Jacob Town - - - seal
Hannah Town - - - seal

Essex ss. August - - - Then
the aforementioned Jacob Town personally
acknowledged the aforewritten inshu-
ment by - - - sealed to be his deed
before me John Pritchard Just. of Peace

John Pritchard
Israel Woodbery
Samuel Hovey

Essex ss. Received May 1. 1822. recorded and examined by Amos Choate Regr

Samuel Chute

Know all Men by these Presents That Samuel Chute of Newbury in the County
of Essex and State of Massachusetts brickmaker in consideration of the sum of ten dol-
lars paid me by Offin Boardman of Newburyport Trader, the receipt whereof I do hereby
acknowledge do for myself and my heirs remise release and forever quit claim unto
the said Offin Boardman and his heirs and assigns all my right title interest and
claim in upon or unto a dwelling house land and out houses and all their unto
belonging which descended and came to me from Captain Jonathan Boardman late
of Newburyport deceased the real estate situated in Newburyport at the bottom

purchased of Enoch Silsby by deed of June 20. 1822 recorded in Essex Registry of Deeds Book 243 Leaf 96 bounded Easterly on Winter street thirty feet, Southerly on other land of the said Hovey, Westerly on Oliver street thirty feet, and Northwly on land formerly of Daniel Needham now of James Needham, being a stripe thirty feet wide and extending the same width all the way from Winter street to Oliver street with all the privileges and appurtenances. To have and to hold the aforegranted premises to the said Hall his heirs and assigns to his and their use and behoof forever, and I for myself my heirs executors and administrators do covenant with the said Hall his heirs and assigns, that I am lawfully seized in fee of the aforegranted premises, that they are free of all incumbrances, that I have good right to sell and convey the same to the said Hall in fee simple, and that I for myself my heirs executors and administrators will warrant and defend the same premises to the said Hall his heirs and assigns forever against the lawful claims and demands of all persons. In witness whereof I the said Thomas Hovey have hereunto set my hand and seal this first day of December in the year of our Lord one thousand eight hundred and twenty nine.

Thomas Hovey, seal

Signed sealed and delivered
in presence of us
Amos Choate
Henry L. Lambert

Essex ss. December 1. 1829. Then the above named
Thomas Hovey acknowledged the above instrument to
be his free act and deed
before me. Amos Choate Just. of Peace.

Essex ss. Received December 1. 1829 recorded and examined by Amos Choate Reg.

Jacob Tourne et ux

Know all Men by these Presents that we Jacob Tourne of Buxford in the County of Essex yeoman and Hannah his wife in her right, in consideration of Five hundred dollars paid us by Thomas Hovey of Salem in said County bricklayer and for the further consideration that said Thomas is to pay the mortgage monies due on the mortgage deed herein after mentioned and save harmless the said Jacob and Hannah from the same the receipt whereof we do hereby acknowledge do hereby give grant sell and convey unto the said Thomas the following real estate on Winter street in Salem aforesaid that is to say the Southern half of a certain dwelling house and land under and adjoining contained within the following lines beginning at the Front door and running through the middle of the entry as the partition stands in the back part of the house from cellar to garret, with a small piece of land to the Westward of the house running in a line Westerly with the Southern end of the house nine feet then Northwly in a line of the Western end of the partition. Also the Southern half of the garden beginning at the middle of the garden fence and running Southerly twenty five feet then Westerly on Aaron Osborn sixty two feet and nine inches then running Northwly on Oliver street twenty five feet then Easterly through said garden sixty feet. The yard, well, front door and entry and stairs from cellar to garret to be in common use for both parts of the house being the same premises which were

were conveyed by said Thomas and others to said Hannah by deed of August 10. 1812 recorded Book 197 Leaf 266 with all the privileges and appurtenances, subject to a mortgage for \$500. 00 given by said Jacob and Hannah to Benjamin Cheever of May 26. 1827 B. 244 Leaf 168 but free of all other incumbrances. To have and to hold the aforementioned premises to the said Thomas his heirs and assigns to his and their use and behoof forever, and we for ourselves our heirs executors and administrators do covenant with the said Thomas his heirs and assigns, that said Hannah is lawfully seized in fee of the aforementioned premises, that except as aforesaid they are free of all incumbrances, that we have good right to sell and convey the same to the said Thomas Hovey, and that we for ourselves our heirs executors and administrators will warrant and defend the same premises to the said Thomas Hovey his heirs and assigns forever against the lawful claims and demands of all persons. In witness whereof we the said Jacob and Hannah Towne have hereunto set our hands and seals this seventh day of May in the year of our Lord one thousand eight hundred and twenty nine Jacob Towne seal
 Hannah Towne seal
 Signed sealed and delivered
 in presence of us
 Amos Choate
 Henry L. Lambert

Essex ss. May 7. A.D. 1829. Then the above named Jacob and Hannah acknowledged the above instrument to be their free act and deed before me Amos Choate Just. of Peace. Essex ss. Received December 1. 1829. recorded and examined by Amos Choate Reg

William Lufkin et al.

Know all Men by these Presents that we William Lufkin of Gloucester in the County of Essex and Commonwealth of Massachusetts and Thomas Lufkin of Essex in Balmer Harlow said County of Essex yeomen, in consideration of Twenty one dollars paid us by Balmer Harlow of said Town of Essex yeoman, the receipt whereof we do hereby acknowledge do hereby give grant sell and convey unto the said Balmer Harlow his heirs and assigns forever a certain piece of land situated in said town of Essex containing twenty three square rods and one half of a rod bounded as follows (viz) beginning at the Northwesterly corner at stake and stones on the Easterly side of a Cart way thence Easterly three rods and sixteen links to stake and stones thence Southerly six rods and twenty links to stake and stones thence Westerly three rods and fourteen links to stake and stones by said way thence Northwesterly six rods and nineteen links to the corner first mentioned, adjoining land of said William and Thomas Lufkin on each and every side. Also the right and privilege of passing and re-passing in said cart way from the County road to the above described premises by shutting gates and putting up bars. To have and to hold the aforementioned premises to the said Balmer Harlow his heirs and assigns to his and their use and behoof forever, and we do covenant with the said Balmer Harlow his heirs and assigns, that we are lawfully seized in fee of the aforementioned premises, that they are free of all incumbrances, that we have good right to sell and convey the same to the said Balmer Harlow to hold as aforesaid,

and also in token of my release of all right and title of
 or to power in the granted premises, have hereunto set
 our hands and seals this eleventh day of August, in the
 year of our Lord eighteen hundred and fifty nine,
 Signed, sealed, and delivered in } Robert M. Boyce, Seal.
 presence of H. O. Wiley. } Patsy S. Boyce, Seal.
 Commonwealth of Massachusetts. Essex, ss) Aug 11th. 1859. Then
 personally appeared the within named Robert M. Boyce, and
 acknowledged the foregoing instrument to be his free act and
 deed; before me, H. O. Wiley, Justice of the Peace,
 Essex, ss) Dec 12, 1859. 25m. before J.P. Mearns & H. O. Wiley, Ephm. Brown & J.

Thos. Hoovey
 Adm.
 to
 James Kimball

Know, all Men by these Presents, That I, Jonathan
 A. Worcester, of Salem, in the County of Essex, and State
 of Massachusetts. Administrator of the estate of Thomas
 Hoovey, late of Salem, aforesaid, Mason, deceased, intestate,
 by an order of the Court of Probate begun and holden at
 Salem, in and for said county of Essex, on the fifth day
 of April 1859. was licensed and duly empowered to sell
 and pass deeds, to convey the whole of the real estate
 of the said Thomas Hoovey, for the payment of debts,
 allowances, and incidental charges; and for the benefit of
 all concerned. And whereas I the said Jonathan A. Worcester,
 having given public notice of the intended sale, by
 causing a notification of such sale to be published three
 weeks successively before the time thereof, in the Salem
 Gazette, printed in Salem aforesaid; and having first
 given bonds, and taken the oath, by law in such cases
 required; did on the twenty sixth day of July 1859. pur-
 suant to the license and notice aforesaid, sell at public
 vendue at Salem, aforesaid, the following premises, being the
 whole of the real estate of said Thomas Hoovey aforesaid,
 to James Kimball, of Salem, aforesaid, for the sum of six

ten hundred and sixty six dollars, and sixty seven cents he
 being the highest bidder therefor, as follows, to wit: the
 southern half, and one undivided third part of the north-
 ern half of Messuage Number 12, Winter Street, in Salem,
 aforesaid; the said messuage being bounded easterly by
 Winter Street; northerly by Land of Sanders and Byard;
 westerly by Oliver Street; and southerly by Land of Osborne
 and Willis: The said Southern half being the same pre-
 mises that were conveyed by Thomas Hoovey to Hannah
 Town and others by Deed of August 10, 1812, recorded, Es-
 sex Registry of Deeds, Book 197 Leaf 266: and the said north-
 ern half being the same premises that were conveyed
 by Jacob Town, to Thomas Hoovey and others, by Deed of
 August 10, 1812, recorded Book 229. Leaf 221. Essex Registry
 of Deeds; with all the privileges and appurtenances. There-
 fore Know Ye, That I the said Jonathan F. Worcester,
 as aforesaid, by virtue of the power and authority in me
 vested as aforesaid, and in consideration of the afore-
 said sum of sixteen hundred and sixty six dollars & sixty
 seven cents, to me paid by the said James Kimball the
 receipt whereof I do hereby acknowledge, do hereby give, grant,
 bargain, sell and convey unto him the said James Kim-
 ball, his heirs and assigns, the premises above mentioned and
 described, or howsoever the same is reputed to be bounded
 or described. To Have and to Hold, the afore-grant-
 ed premises, with all the privileges and appurtenances, to
 the same belonging, to him the said James Kimball,
 his heirs and assigns, to his and their use and behoof
 forever. And I the said Jonathan F. Worcester, as aforesaid,
 do hereby covenant with the said James Kimball
 his heirs and assigns, ~~to his and their use and behoof for-
 ever. And I the said Jonathan F. Worcester, as aforesaid, do hereby
 covenant with the said James Kimball, his heirs and~~

~~whereof~~, that I was lawfully authorized and empowered to make sale of the same, as aforesaid; that I gave public notice of the said intended sale as aforesaid; that I gave bonds, and took the oath by law required, previous to the said sale, that it was necessary the same should be sold for the purposes aforesaid; that the premises were struck off to the said James Kimball, for the sum aforesaid at a public vendue, as aforesaid; and that he the said James Kimball, offered most for the same. In Witness Whereof, I the said Jonathan F. Worcester, as aforesaid, have hereunto set my hand and seal this twenty sixth day of July, in the year of our Lord one thousand eight hundred and fifty nine,

Signed, sealed and delivered } Jonathan F. Worcester,
in presence of us, } Adm. of Estate of Thomas Hevey, } Seal
Sarah E. C. Kimball; } Essex, ss. Aug. 4, 1859. Then the a-
Anna D. Worcester. } bove named Jonathan F. Worcester

ter, personally acknowledged the above Instrument, by him subscribed, to be his voluntary act and deed,

before me, J. Vincent Browne, Justice of the Peace
Essex, ss. Aug. 12, 1859. 15 m. before 3 P. M. Recd. & Filed by Ephraim Down Reg.

Edna J. Le Favor,
to (Gdn.)
James Kimball.

Know all Men by these Presents, that I, Edna Jane Le Favor, of Medway, in the County of Norfolk, and State of Massachusetts. Guardian to Jennie Le Favor and Caloline J. Le Favor, minor children of Richard M. Le Favor, late of Roxbury, in said county, deceased, intestate, by an order of the Court of Probate, begun and holden at Roxbury, in and for said county of Norfolk, on the fourth Tuesday of May last was licensed and duly empowered to sell and pass deeds, to convey certain real estate of the said minors for the purpose of having the proceeds thereof put out and secured to them on interest. And whereas the said Edna Jane Le Favor, having given pub

lic notice of the intended sale, by publishing a notification
 of such sale three weeks successively before the time there-
 of, in the Boston Daily Journal, a newspaper printed in
 Boston, County of Suffolk, and state aforesaid; and hav-
 ing first given bonds, and taken the oath, by law in such
 cases required; did on the twenty sixth day of July 1857.
 pursuant to the license and notice aforesaid, sell at pub-
 lic vendue at Salem, County of Essex, and state aforesaid, the
 following premises being the whole of said real estate
 of said minor, to James Kimball, of Salem, aforesaid,
 for the sum of one hundred and four dollars and sixteen
 cents, he being the highest bidder therefor, as follows, to
 wit: One undivided twelfth part of the northern half
 of messuage Number 12, in Winter Street, in said Salem,
 that is to say, one undivided twelfth part of the same
 premises that were conveyed by Jacob Town, to Thomas Haug
 and others, by deed of August 10, 1812 recorded in Essex Regis-
 try of Deeds Book 229. Leaf 221; with all the privileges
 and appurtenances, said premises being bounded easterly
 by Winter Street, Northerly by land of Sanders & Byard
 Westerly by Oliver Street; Southerly by land of Osborne &
 Willis; Therefore Know ye, that I the said Edna
 Jane Le Favor, as aforesaid, by virtue of the power and
 authority in me vested as aforesaid, and in consideration of
 the aforesaid sum of one hundred and four dollars and
 sixteen cents to me paid by the said James Kimball, the
 receipt whereof I do hereby acknowledge, do hereby give, grant,
 bargain, sell and convey unto him the said Kimball, his
 heirs and assigns, the real estate above mentioned and des-
 cribed, or howsoever the same is reputed to be bounded or des-
 cribed, To Have and to Hold the afore-granted premises,
 with all the privileges and appurtenances, to the same be-
 longing, to him the said Kimball, his heirs and assigns, to

(his)

his and their use and behoof forever. And I the said Edna Jane Lee Favor, as aforesaid, do hereby covenant with the said James Kimball, his heirs and assigns, that I was lawfully authorized and empowered to make sale of the same, as aforesaid; that I gave public notice of the said intended sale as aforesaid; that I gave bonds, and took the oath by law required, previous to the said sale, that it was necessary the same should be sold for the purposes aforesaid; that the premises were struck off to the said James Kimball, for the sum aforesaid at a public vendue, as aforesaid; and that he the said James Kimball, offered most for the same. In Witness Whereof, I the said Edna Jane Lee Favor, as aforesaid, have hereunto set my hand and seal this twenty sixth day of July, in the year of our Lord one thousand eight hundred and fifty nine.

Edna J. Lee Favor, Seal.

Signed, sealed and delivered in presence of us, Mary H. Glidden, W. Loring. } Essex, 28 August 1st, 1859. Then the above-named Edna Jane Lee Favor, personally acknowledged the above Instrument, by her subscribed, to be her voluntary act and deed,

before me, Warren Loring, Justice of the Peace.

Essex, 28th Aug. 1st, 1859. before J. W. Keen & C. W. Ly. Eph. Brown Ref.

Susan Keovey's
Gran.
to
James Kimball.

Know all Men by these Presents, that I, Thomas S. Lefavor, of Salem, in the County of Essex, and State of Massachusetts, guardian to Susan Keovey, an insane person, of Salem, in said County, singlewoman, by an order of the Court of Probate, begun and holden at Salem, in and for said County of Essex, on the third day of May, 1859. was licensed and duly empowered to sell and pass deeds, to convey the whole of the real estate of the said Susan Keovey, putting out and securing on interest, or investing, in product

ive stocks for the benefit of said insane person, the proceeds of said sale after the payment of incidental charges. And whereas I the said Thomas H. Lefavour having given public notice of the intended sale, by causing a notification of the same to be published three weeks successively in the Salem Gazette, before the time thereof; and having first giving bonds, and taken the oath, by law in such cases required; did on the twenty sixth day of July 1839, pursuant to the license and notice aforesaid, sell at public vendue at Salem, aforesaid, the following premises being the whole of said real estate of said insane person, to James Kimball, of Salem aforesaid, for the sum of four hundred and sixteen dollars and sixty six cents he being the highest bidder therefor, as follows, to wit: One undivided third part of the northern half of Messuage No. 19, Winter Street in said Salem; that is to say, one undivided third part of the same premises that were conveyed by Jacob Town to Thomas Heovey, and others, by Deed of August 10, 1812, and recorded, Book 229 Leaf 221, in Essex Registry of Deeds; with all the privileges and appurtenances; said messuage being bounded easterly by Winter Street; Northerly by land of Sanders and Byard, westerly by Oliver Street, Southerly by land of Osborn & Willis. Therefore Know ye, That I the said Thomas H. Lefavour, aforesaid, by virtue of the power and authority in me vested as aforesaid, and in consideration of the aforesaid sum of four hundred and sixteen dollars, and sixty six cents to me paid by the said James Kimball, the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell, and convey unto him the said James Kimball, his heirs and assigns, the premises above mentioned and described, or howsoever the same is reputed to be bounded or described. Do Have and to Hold the afore-granted premises,

(with)

with all the privileges and appurtenances, to the same be-
 longing, to him the said James Kimball, his heirs and
 assigns, to his and their use and behoof forever. And I
 the said Thomas H. Lefavour, as aforesaid, do hereby cov-
 enant with the said James Kimball, his heirs and as-
 signs, that I was lawfully authorized and empowered to make
 sale of the same, as aforesaid; that I gave public notice
 of the said intended sale as aforesaid; that I gave bonds
 and took the oath by law required, previous to the said
 sale, that it was necessary the same should be sold
 for the purposes aforesaid; that the premises were struck
 off to the said James Kimball for the sum aforesaid,
 at a public vendue, as aforesaid; and that he the said
 James Kimball offered most for the same. In Witness
 Whereof, I the said Thomas H. Lefavour, as aforesaid, have
 hereunto set my hand and seal this twenty sixth day of
 July, in the year of our Lord one thousand eight hun-
 dred and fifty nine,

T. H. Lefavour, Seal.

Signed, sealed and delivered in } Essex, ss, Salem, August 4,
 presence of us, Joseph Wheeler, } 1859. Then the above na-
 Charles Brinton. } med Thomas H. Lefavour,

personally acknowledged the above Instrument, by him sub-
 scribed, to be his voluntary act and deed,

before me, J. F. Worcester, Justice of the Peace,

Essex, ss, Aug. 12, 1859. before J. P. M. Lec. & J. P. M. Lec. by John Down Ref.

Power of Atty.

Saml. H. Lefavour

to

Thos. H. Lefavour

Know all Men by these Presents, That I, Samuel
 H. Lefavour, of Salem, in the County of Essex, and State
 of Massachusetts, mariner, do hereby make, constitute and
 appoint Thomas H. Lefavour, of said Salem, merchant,
 my true and lawful attorney, for me, and in my name,
 to grant, bargain, sell, and convey, to any person or persons,
 who may desire to purchase the same, all my right, title

and interest in and to one undivided twelfth part of the northern half of house Number 12 on Winter Street in said Salem and of the land under and adjoining, and for me and in my name to make, execute, acknowledge and deliver a good and sufficient deed and conveyance for the same, either with or without covenants and warranty, giving and granting to my said attorney full power and authority to do all acts necessary and proper to be done in the premises, in as full and ample a manner as I might or could do if personally present. And I do hereby ratify and confirm all the acts of my said attorney lawfully done in the premises. Witness my hand and seal this fourteenth day of July A. D. 1859.

Executed in presence of } Saml. H. Lefavour, Seal
Gardner Barton. } lessor, ss. Salem, July 14, 1859. Personally appeared Samuel H. Le Favor, above named, and acknowledged the above to be his free act and deed.

Before me, Jona F. Worcester, Justice of the Peace
lessor, ss. Dec. 12, 1859. 15m. before J.P. MacCallister & Elisha E. Brown Esq.

Know all Men by these Presents, That We, Henry B. Smith, and Elizabeth Jane, his wife, in her right, Thomas H. Lefavour, and Samuel H. Lefavour, all of Salem, in the County of Essex, and Commonwealth of Massachusetts. On consideration of three hundred and twelve dollars and fifty cents, to us paid by James Kimball, of said Salem, the receipt whereof is hereby acknowledged, do by these presents grant, remise, release, and forever Quit-Claim unto the said James Kimball, his heirs and assigns, all our right, title, interest, and estate, in and to three undivided twelfth parts of the northern half of message number 12, Winter Street, Salem, aforesaid; that is to say, three undivided twelfth parts of the same premises that were con-

Henry B. Smith
et ux
(et al)
to
James Kimball

(Sealed)

veyed by Jacob Town to Thomas Hoovey, and others, by deed of August 10, 1812, and recorded in Essex Registry of Deeds, Book 229 Leaf 221, with all the privileges and appurtenances. Said messuage being bounded Easterly by Winter Street, northerly by land of Sanders and Byard, Westerly by Oliver Street, Southerly by land of Osborn and Willis. To Have and to Hold, the above-released premises, to him the said James Kimball, his heirs and assigns, to his and their use and behoof forever; so that neither We the said grantors, above named nor our heirs, or any other person or persons claiming by, from, or under us or them, or in the name, right, or stead of us or them, shall or will, by any way or means, have, claim, or demand, any right, or title to the above-released premises, or to any part or parcel thereof forever. In Witness Whereof We the said grantors above named, together with Caroline, wife of Thomas H. Lefavour, and Lucy S., wife of Samuel H. Lefavour, who hereby, in consideration of ten cents, release and convey to said Kimball all right of power in, the above described estate, have hereunto set our hands and seals this twenty sixth day of July, in the year of our Lord one thousand eight hundred and fifty nine,

Signed, sealed and delivered in presence of us;	} Henry B. Smith,	Seal.				
		} Elizabeth J. Smith,	Seal.			
			} J. H. Lefavour,	Seal.		
				} Caroline Lefavour,	Seal.	
					} Samuel H. Lefavour by	Seal.
						} his atty J. H. Lefavour,
} Lucy S. Lefavour,	Seal.					

Essex, ss. Salem, August 14, 1859. Then the above named Thomas H. Lefavour, acknowledged the above instrument to be his free act and deed, Before me, J. S. Worcester, Justice of the Peace, Essex, ss. Aug. 12, 1859. 15m. Copy 30 7/10 No. 2 1/2 by Ephm. Brown Reg.

Know all Men by these Presents, That I, James Kimball, ^{James Kimball,}
 of Salem, in the County of Essex, and State of Massachusetts,
 On consideration, of twenty five hundred dollars, to me paid ^{to}
 by Thomas H. Lefavour, of said Salem, the receipt whereof ^{Thos. H. Lefavour}
 is hereby acknowledged, do by these presents grant, remise, re-
 lease, and forever Quit-claim unto the said Thomas H.
 Lefavour, his heirs and assigns, all my right, title, interest
 and estate, in and to a certain piece of land, situate
 in said Salem, and bounded, as follows, to wit; easterly
 on Winter Street, fifty feet, southerly on land of Osborn
 and Willis, one hundred feet, westerly on Oliver Street,
 fifty feet, and northerly on land of Sanders and Byard,
 one hundred feet, with all the buildings thereon. The said
 estate being the same that was conveyed to me, in dif-
 ferent portions, by Deeds of even date with this, signed
 respectively by Jonathan G. Worcester, Administrator of estate
 of Thomas Hovey; Thomas H. Lefavour Guardian of Susan
 Hovey; Esna Jane Le Favor, guardian to Jeanie Le Favor
 and Caroline J. Le Favor; and Henry B. Smith and others;
 and whose boundaries and dimensions are more particularly
 described in a Deed of Benjamin Cheever, to Thomas Hovey,
 recorded in Essex Registry of Deeds Book 146 Leaf 195. to which
 refers To Have and to Hold, the above-released pre-
 mises, to him the said Thomas H. Lefavour his heirs and
 assigns, to his and their use and behoof forever; so that
 neither I the said Kimball, nor my heirs, or any other per-
 son or persons claiming by, from, or under me, or them, or
 in the name, right, or stead of me or them, shall or will,
 by any way or means, have, claim, or demand, any right,
 or title to the above-released premises, or to any part or
 parcel thereof forever. In Witness Whereof, I the said James
 Kimball, have hereunto set my hand and seal this twen-
 ty sixth day of July, in the year of our Lord one thou-

(sane

and eight hundred and fifty nine, James Kimball, Seal
Signed, sealed, and delivered in } Essex, ss. Salem, August 12, 1857.
presence of us. Jona. F. Worcester, }
John A. Funnis. } Then the above named James
Kimball, acknowledged the a-
bove instrument to be his free act and deed,

Before me, J. F. Worcester, Justice of the Peace.

Essex, ss. Rec. Augt. 12, 1857... 15m. before J. F. Worcester, J. P. by Ephm. Down Ref.

Thos. H. Lofamer,
to
James S. Kimball

Know all Men by these Presents, that I, Thomas H. Lofamer
of Salem, in the County of Essex, and Commonwealth of Mas-
sachusetts, trader. In consideration of the sum of Twelve hun-
dred dollars, to me paid by James Stanford Kimball, of
said Salem. the receipt whereof is hereby acknowledged, do
hereby give, grant, bargain, sell, and convey unto the said
James Stanford, his heirs and assigns a certain parcel of
land, situate on Winter Street, in said Salem, and known
as house No 12, in said street, bounded and described as
follows, viz; bounded easterly on Winter street, fifty feet,
southerly by land of Osborn, and land of Willis, one hun-
dred feet, Westerly by Oliver Street, fifty feet, and North-
erly by land of Sanders, and land of Byord, one hundred
feet, being the same premises conveyed to me by deed of
James Kimball, dated July 26, 1857. to which reference is
had; To Have and to Hold the afore-granted premi-
ses, with the privileges, easements and appurtenances ther-
to belonging, to the said Grantee, and his Heirs and As-
signs, to their use forever. And I the said Grantor, for my-
self and my Heirs, Executors, and Administrators, do coven-
ant with the said Grantee, his Heirs and Assigns, that
I am lawfully seized in fee of the afore-granted premises;
that they are free from all incumbrances, that I have
good right to sell and convey the same to the said Grantee,
his Heirs and Assigns as aforesaid; and that I will and my

M. E. Brown Esq.

James S. Kimball

Essex, ss. Nov. 1857. - J. F. Worcester, Justice of the Peace, has examined the foregoing mortgage, and fully discharged the same.

Before me, D. B. Newhall Justice of the Peace.
Essex, ss. May 9, 1868. 15m. before 9 a.m. Rec. & Ex. by John Brown Reg.

J. W. Sefavour
to
S. N. Monroe
said
One #3. Mortgage
One #04. Mortgage
a. Stamp
Cambridge.

Know all men by these presents, that I, Thomas W. Sefavour, of Salem, in the County of Essex, and State of Massachusetts, in consideration of thirty three hundred dollars paid by Stephen W. Monroe, and Levi Wiggin of said Salem, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Stephen W. Monroe, and the said Levi Wiggin, and their heirs and assigns, a certain parcel of land situated in said Salem bounded as follows; Easterny, on Winter Street, fifty feet, more or less; Southerny on land now or formerly of Osborne, and land now or formerly of Willis, one hundred feet more or less; Westerny, on Oliver Street, fifty feet, more or less; and Northerny, on land now or formerly of Sanders, and land now or formerly of Byard, one hundred feet more or less; or however otherwise bounded; with the dwelling house and all other buildings thereon; securing to convey the same premises that James Kimball conveyed to me, by a deed, recorded with Essex Deeds. Book 291. Leaf 295. To have and to hold the above granted premises, with all the privileges and appurtenances thereto belonging, to the said grantees and their heirs and assigns, to their use and behoof forever. And I the said grantor for myself and my heirs, executors and administrators, do covenant with the said grantees, and their heirs, and assigns, that I am lawfully seized in fee simple of the afore-granted premises; that they are free from all incumbrances, excepting a mortgage for twelve hundred dollars held by James S. Kimball of said Salem, that I have good right to sell and convey the same to the said grantees, and their heirs and assigns forever subject

as aforesaid; and that I will and my heirs, executors
 and administrators shall warrant and defend the
 same to the said grantees and their heirs and assigns
 forever against the lawful claims and demands of
 all persons save the person holding the mortgage above
 named. In witness whereof, I the said Thomas
 D. Defavour and Caroline his wife in token of her
 release of all right and title of or to both dower and
 homestead in the yncastred possessions, have hereunto
 set our hands and seals this eighth day of May in
 the year of our Lord Eighteen hundred and Sixty Eight
 Signed, sealed and delivered } D. D. Defavour. seal
 in presence of Jonathan D. } Caroline Defavour. seal
 Worcester Wit. to T. D. D. Anna B. } Essex ss. May 8. 1868. D them
 Defavour wit. to C. Defavour. } personally appeared the
 above named Thomas D. Defavour and acknowledged the
 above instrument to be his free act and deed.

Before me, Jonathan D. Worcester Justice of the Peace,
 Essex ss. 8th May 9. 1868. 7 am. before 9 a.m. 1868 by - John Brown Ref.

It now all'mess by these PRESENTS, That S. William
 Noyes Junior of Newburyport in the County of Essex and
 Commonwealth of Massachusetts in consideration of
 twenty two hundred dollars to me paid by Thomas S. Rud-
 docks of West Newbury in said County, the receipt whereof
 is hereby acknowledged, do hereby give, grant, bargain,
 sell and convey unto the said Thomas S. Ruddocks and
 his heirs and assigns forever a certain lot of land with
 the dwelling house and other buildings thereon, situ-
 ed in said Newburyport and bounded and described
 as follows, viz. Beginning at the East corner thereof on Sim-
 street, thence running South 32° West by said street fifty
 four links; thence North 54° West by land of the City of New-

W. Noyes Jr.
 to
 T. S. Ruddock.
 Two #1. 5x8 8x.
 One 1505. Com. and
 2. Stamps.
 C. M. C. R. C.

money; and that until default in the performance of the condition of this deed the grantor and his heirs and assigns may hold and enjoy the granted premises and receive the rents and profits thereof. In witness whereof, I the said George S. Hanson hereunto set my hand and seal and affix and cancel the stamps required by law, this twenty-third day of September in the year one thousand eight hundred and seventy-two.

Signed, sealed and delivered } Geo. S. Hanson seal
in presence of Geo. Foster Flint } Commonwealth of Massachusetts, Essex Co.
October 14, 1872. Then personally appeared the above named George S. Han-
son and acknowledged the foregoing instrument to be his free act and
deed, before me, Geo. Foster Flint, Justice of the Peace.
Essex Co. Recd. Oct. 15, 1872. 20 mv. before 10 Shells. Rec. & Exp. by Ephrus Downes

J. N. Munroe Know all men by these Presents, that I Stephen M. Munroe of
R. M. Copeland, ^{to} Salem in the county of Essex and Commonwealth of Massachusetts,
in consideration of one dollar to me paid by Robert M. Copeland of said
Salem the receipt whereof is hereby acknowledged, do hereby remise, release
and forever quit-claim unto the said grantor one undivided half part
of a certain parcel of lands situated in Salem and bounded as follows-
easterly on Winter street, southerly on lands now or formerly of Robbins and
of Wilkie; westerly on Oliver street; and northerly on lands now or formerly
of Saunders and of Byrns; being the same premises in part as set forth
and described in deed of Thomas H. Defarrow to Levi Wiggins and the
grantor dated May 8, 1868 and recorded in Essex Registry of Deeds for Inst-
ance District Book 745 leaf 107 and deed therein mentioned. I do have and
to hold the above released premises, with all the privileges and appurtenances
to the same belonging, to the said grantor his heirs and assigns, to his & their
use and behoof forever. And I the said grantor for myself and my heirs, ex-
ecutors and administrators, do covenant with the said grantor and his heirs
and assigns, that the premises are free from all incumbrances made or suf-
fered by me, and that I will and my heirs, executors and administrators
shall warrant and defend the same to the said grantor his heirs and as-
signs forever, against the lawful claims and demands of all persons claim-

ing by, through, or under me, but against none other. In witness whereof,
 I the said grantor in token of my release of all right and title of or to both dower
 and homestead in the granted premises, have hereunto set my hand and seal
 this tenth day of October in the year of our Lord eighteen hundred and seventy two
 signed, sealed and delivered in } presence of N. J. Holdens }
 presence of N. J. Holdens } Essex. co. Salem, Oct. 10. 1872. Then personally
 appeared the above named Stephen M. Munroe and acknowledged the above
 instrument to be his free act and deed, before me.

N. J. Holdens Justice of the Peace.

Essex. Co. Recs. Oct. 15. 1872. 5 m before 10 A.M. Recd. & Ex. by Edmund Brown Ref.

Know-all men by these Presents, that I Levi Higgin of Salem in the S. Higgin
 commonwealth of Massachusetts, in consideration of one dollar to me paid to ^{me} R. W. Copeland,
 by Robert W. Copeland of said Salem the receipt whereof is hereby acknowl-
 edged do hereby remise release and forever quit claim, unto the said grantee
 one undivided half part of a certain parcel of land situated in said Salem
 and bounded and described as follows, easterly on Winter Street, southerly
 on land now formerly of Osborne and of Willis, westerly on Oliver Street,
 and northerly on land now or formerly of Sanders and of Byard: being the
 same premises in part and set forth and described in deed of Thomas W.
 Sparrow to Stephen M. Munroe and the grantor, dated May 8. 1868 and re-
 corded in Essex Registry of Deeds (Book) Book 725, leaf 107 and deed therein
 mentioned. To have and to hold the above released premises, with all the
 privileges and appurtenances to the same belonging to the said grantee his
 heirs and assigns to his & their use and behoof forever, and I the said grantor
 for myself and my heirs, executors and administrators, do covenant with the
 said grantee his heirs and assigns, that the premises are free from all incum-
 brances 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
 or his 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 grantor in token of my release of all right and
 title of or to both dower and homestead in the granted premises, have hereunto

set my hands and seal this tenth day of October in the year of our lords eight hundred and seventy two.

Levi Higgin seal

signed, sealed and delivered in Essex Co. Salem Oct. 10. 1872. Then personally appeared of N. J. Holders - I heard the above named Levi Higgin and acknowledged the above instrument to be his free act and deed.

Before me, N. J. Holders Justice of the Peace.

Essex Co. Recd. Oct. 15. 1872. 5 m. before 10 A.M. Recd. & Exp. by Ephraim Brown Ref.

R. M. Copeland Know all men by these Presents, that I Robert M. Copeland of Salem

to
C. Higgin
(un. & W.)

in the commonwealth of Massachusetts, in consideration of one dollar to me here by Charles Higgin wife of Levi Higgin of said Salem the receipt whereof is hereby acknowledged do hereby remise, release and forever quit-claim, unto the said grantee, in her own right, free from the interference and control of her said husband, all that one undivided half part of a certain parcel of land situated in said Salem, and bounded and described as follows: easterly on Winter street; southerly on lands now or formerly of Osborne and of Willis; westerly on Oliver street; and northerly on land now or formerly of Saunders and of Byrds; being the same premises this day conveyed to me by deed of Levi Higgin and recorded in Essex Registry of Deeds (South) herewith. To have and to hold the above released premises, with all the privileges and appurtenances to the same belonging, to the said grantee her heirs and assigns, to have & their use and behoof forever, and the said grantee for myself and my heirs, executors and administrators, do covenant with the said grantee and her heirs and assigns, that the 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 her 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 grantee have hereunto set my hands and seal this tenth day of October in the year of our lords, eight hundred and seventy two.

signed, sealed and delivered } Robert M. Copeland seal

in presence of N. J. Holders - Essex Co. Salem Oct. 10. 1872. Then personally appeared the above named Robert M. Copeland and acknowledged the above

instrument to be his free act and deed, before me.

N. J. Holdens Justice of the Peace.

Essex.co. Recd. Oct. 15, 1872, 5 no. before 10 St. U. Rec. & Ex. by John Brown Ref

Know all men by these Presents, that I Robert M. Copeland of Salem ^{R. M. Copeland}
 in this commonwealth of Massachusetts, in consideration of one dollar to me paid ^{to} ~~me~~ ^{A. Mumroe.}
 by Mary A. Mumroe, wife of Stephen A. Mumroe of said Salem the receipt where- ^(w. S. Mumroe)
 of is hereby acknowledged, do hereby remise release and forever quit-claim,
 unto the said Mary A. Mumroe, in her own right, free from the interference
 & control of her said husband, all that one undivided half part of a certain
 parcel of land situated in said Salem and bounded & described as follows -
 easterly on Winter street; southerly on lands now or formerly of Osborn and
 of Willis; westerly on Oliver street; and northerly on lands now or formerly of
 Sam. Lee and of Byrds; being the same premises this day conveyed to me
 by deed of Stephen A. Mumroe and recorded in Essex Registry of Deeds (Book)
 herewith. To have and to hold the above released premises, with all the
 privileges and appurtenances to the same belonging, to the said grantee her
 heirs and assigns, to her & their use and behoof forever. And I the said grant-
 or for myself and my heirs, executors and administrators, do covenant with
 the said grantee her heirs and assigns, that the premises are free from all in-
 cumbrances made or suffered by me - and that I will and my heirs, execu-
 tors and administrators shall warrant and defend the same to the said
 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. In witness whereof, I the said grantor have hereunto set my hand
 and seal this tenth day of October in the year of our Lord eighteen hundred
 and seventy two.

Robt. M. Copeland seal

Signed, sealed, and delivered: } Essex.co. Salem Oct. 10, 1872. Then personally
 in presence of N. J. Holdens } appeared the above named, Robert M. Cope-
 land and acknowledged the above instrument to be his free act and deed.
 Before me, N. J. Holdens Justice of the Peace.

Essex.co. Recd. Oct. 15, 1872, 5 no. before 10 St. U. Rec. & Ex. by John Brown Ref

with the said grantee, and her heirs and assigns, that I am lawfully seized in fee simple of the afore granted premises: that they are free from all incumbrances, that I have good right to sell and convey the same to the said grantee, and her heirs and assigns forever, as aforesaid; and that I will and my heirs, executors, and administrators shall warrant and defend the same to the said grantee, and her heirs and assigns forever, against the lawful claims and demands of all persons. In witness whereof, I the said Ada H. Bonelli of said Lynn wife of Louis H. Bonelli in her own right, have hereunto set our hands and seals, this fifteenth day of May in the year of our Lord one thousand eight hundred and seventy three.

Signed, sealed, and delivered in presence of (Dover & homestead clause erased before signing) A. F. C. Norris.

L. H. Bonelli seal
 Ada H. Bonelli seal
 Essex ss. November 28. 1873. Then personally appeared the within named Louis H. Bonelli and Ada H. Bonelli and acknow-

edged the foregoing instrument to be their free act and deed before me, A. F. C. Norris Justice of the Peace.
 Essex ss. Recd April 29. 1874. 16m. past 10 a.m. Recd Holy *John Brown Reg.*

Ad. Wiggin
 to
 m. a. Munroe
 (1873)

Know all men by these Presents that we, Levi Wiggin of Salem in the County of Essex and Commonwealth of Massachusetts, and Caroline F. Wiggin, wife of said Levi in her own right, in consideration of Four thousand dollars to me paid by Mary Ann Munroe, wife of Stephen N. Munroe of said Salem in her own right, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell, and convey unto the said grantee, one undivided half part of the following described premises, to wit: Bounded easterly on Winter street, in said Salem, and measuring on said street about fifty feet; southerly on land now or formerly of Osborne and of Willis, about one hundred feet; Westerly on Oliver street, about fifty feet; and northerly on land now or formerly of Sanders, and of Byard, ^{about} one hundred feet, or however otherwise bounded

Being the same premises deeded by Thomas H. DeFavor to the said
 and Stephen aforesaid by deed dated May 8, 1868, and recorded in
 Essex Registry of Deeds (South) Book 745, leaf 107, to which reference
 may be had for further description. Said premises are hereby con-
 veyed subject to a certain mortgage to the Salem Fire & Marine Savings
 Bank, for the sum of sixteen hundred dollars and interest, dated
 July 19, 1873, and recorded in Essex Registry of Deeds (Southern district)
 Book 885, leaf 283, which said mortgage said grantee Mary Ann is
 to assume and pay, the said sum due on said mortgage forming
 a part of the above named consideration. To have and to hold
 the granted premises, with all the privileges and appurtenances
 thereto belonging, to the said grantee, and her heirs and assigns,
 to their own use and behoof forever. And we do hereby, for ourselves
 and our heirs, executors and administrators, covenant with the
 said grantee and her heirs and assigns that we are lawfully seized
 in fee simple of the granted premises, that they are free from all
 incumbrances, except a mortgage of sixteen hundred dollars to the
 Salem Fire & Marine Savings Bank as herein before mentioned; that
 we have good right to sell and convey the same as aforesaid; and
 that we will and our heirs, executors, and administrators shall
 warrant and defend the same to the said grantee and her heirs
 and assigns forever against the lawful claims and demands of all
 persons, except as above. And for the consideration aforesaid we the
 said grantors 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. In Witness whereof we the said grantors here-
 unto set our hands and seals this twenty third day of April in the
 year one thousand eight hundred and seventy four.

Signed, sealed, and delivered in } Levi Wiggan seal
 presence of N. J. Holden to S. W. & } Caroline F. Wiggan seal
 E. F. W. to delivery } Commonwealth of Massachu-
 setts, Essex ss. Salem, April 24, 1874. Then personally appeared the above
 named Levi Wiggan and Caroline F. Wiggan and acknowledged

the foregoing instrument to be their free act and deed.

before me, N. J. Holden Justice of the Peace.

Essex Co. Recd April 29, 1874, 15 m. before 12 m. Beckhaly Ephim Brown Reg.

E. Bolt
to
L. Bayford
(w/o ad.)

Know all men by these Presents. That we Ebenezer Bolt and Mahetabel de Bolt wife of Ebenezer Bolt in her right of Swampscott in the County of Essex Mass. In consideration of Eight Hundred dollars paid by Lavinia Bayford wife of Abner Bayford of Swampscott in the County of Essex Mass the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell, and convey unto the said Lavinia Bayford wife of Abner Bayford and her heirs and assigns forever, all that lot of land in said Swampscott with the buildings thereon standing and described as follows viz. Bounded town meeting at a point on the corner of Redington and Dule street, and running in a northeasterly direction on said street one hundred feet to land of E. B. Mudge, thence in a northerly direction on said land forty four feet to our own land, thence in a southwesterly direction on said land ninety four feet to Dule street, thence in a southwesterly direction on said street eighty feet to the point started from as the five new stands more or less. To have and to hold the granted premises to the said Lavinia Bayford and her heirs and assigns, to their own use and behoof forever. And we the grantors for ourselves and our heirs, executors and administrators, do covenant with the grantee and her heirs and assigns, that we are lawfully seized in fee simple of the granted premises; that they are free from all incumbrances, Except a mortgage to Lavinia Bayford of 700. Apr 1st / 73 that we have good right to sell and convey the same to the grantee and her heirs and assigns forever, in fee simple as aforesaid, and that we will and our heirs, executors, and administrators, shall warrant and defend the same to the grantee and her heirs and assigns forever against the lawful claims and demands of all persons. Provided nevertheless, That if the grantor, her heirs, executors, or administrators shall pay unto the grantee, or her executors, administrators, or assigns, the sum

forever against the lawful claims and demands of all persons. IN WITNESS WHEREOF we the said Emerson A. Whipple and Anna A. Whipple hereunto set our hands and seals this eleventh day of July in the year one thousand nine hundred and ten.

Signed and sealed } Emerson A. Whipple seal
 in presence of } Anna A. Whipple seal
 George H. W. Hayes (both) } Commonwealth of Massachusetts
 Essex ss. July 11, 1910. Then personally appeared the above named Anna A. Whipple and acknowledged the foregoing instrument to be her free act and deed,
 Before me - George H. W. Hayes Justice of the Peace.
 Essex ss. Rec'd. Dec. 2, 1913. 40m. past 10 a.m. Recorded & Examined

M. A. Munroe
 M. E. Hines

Know all men by these presents that I, Mary A. Munroe of Salem, in the County of Essex and Commonwealth of Massachusetts, in consideration of One Dollar and other valuable considerations paid by Mary E. Hines, a widow, of Lynn, in said County and State, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Mary E. Hines, a certain parcel of land with the dwelling houses and other buildings thereon, situated in said Salem, and bounded and described as follows: - Easterly on Winter Street fifty feet, more or less; Southerly by land now or formerly of Osborne and by land now or formerly of Willis, one hundred feet, more or less; Westerly on Oliver Street fifty feet, more or less, and Northerly on land now or formerly of Sanders and land now or formerly of Byard, one hundred feet, more or less, or however otherwise the same may be bounded and described. Meaning hereby to convey the same premises conveyed to me one half by R. M. Copeland, by deed recorded Book 865, Leaf 142, in Essex South District Registry of Deeds and one half by E. Wiggan et ux by deed recorded Book 903, Leaf 75, in said Registry. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Mary E. Hines and her heirs and assigns, to their own use and behoof forever. And I hereby for myself and my heirs, executors and administrators, covenant with the grantee and her heirs and

assigns that I am lawfully seized in fee simple of the granted premises, that they are free from all incumbrances, except two mortgages to the Warren Five Cent Savings Bank, one of \$3000. and one of \$2000. both of which the grantee assumes, that I have good right to sell and convey the same as aforesaid, and that I will and my heirs, executors, and administrators shall warrant and defend the same to the grantee and her heirs and assigns forever against the lawful claims and demands of all persons, except as aforesaid. In WITNESS WHEREOF I the said Mary A. Munroe, being a widow, hereunto set my hand and seal this second day of December in the year one thousand nine hundred and thirteen.

Signed and sealed
in presence of
Walter J. Wilson
witness to Mary A. Munroe.

Mrs. Mary A. Munroe seal
Commonwealth of Massachusetts
Attest. Essex ss. December 2, 1913.
Then personally appeared the
above named Mary A. Munroe
and acknowledged the foregoing instrument to be her
free act and deed,

Before me: Walter J. Wilson Justice of the Peace.
Essex ss. Recd. Dec. 3, 1913. 20m past 2 P.M. Recorded & Examined.

Know all men by these presents that I, Timothy Donovan, Sr. of Haverhill, in the County of Essex and Commonwealth of Massachusetts, in consideration of One Dollar and other valuable considerations paid by Dominic P. Curran of said Haverhill, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Dominic P. Curran, a certain parcel of land with its build-ings thereon, situated in said Haverhill, on the easterly side of Bellevue Ave, and bounded and described as follows: Beginning at the southerly corner thereof on Bellevue Ave, at a stake by land of Bergeron, thence Northerly by said Bellevue Ave, seventy one (71) feet to a stake by other land of grantor: thence Easterly by said grantors land seventy nine feet (79); to a stake by land of Beauregard: thence Southerly by land of said Beauregard and land of Mr. Evoy ten (10) feet eight (8) inches to a stake: thence Southwesterly by land of said Mr. Evoy and land of Fille sixty (60) feet to a stake by land

J. Donovan Sr.
to
D. P. Curran

(91.79) feet. Being the same premises conveyed to me by Michael R. Connolly, et alii, Trustees of the Essex Realty Trust by deed dated May 14, 1927 and recorded with said Registry of Deeds. Said premises are conveyed subject to a first mortgage of \$3700. held by Robert J. Williams, to a second mortgage of \$1200. held by Emilius Brownell, et ux, and to unpaid taxes. The consideration for this conveyance is less than \$100. I, Constance A. Bacheller wife of said grantor release to said grantee all rights of dower and homestead and other interests therein. WITNESS our hands and seals this first day of December, 1932. Chester F. Bacheller (seal) Commonwealth of Massachusetts Essex) Constance A. Bacheller (seal) ss. December 1, 1932. Then personally appeared the above named Chester F. Bacheller and acknowledged the foregoing instrument to be his free act and deed, before me Dorothy E. Coyle Notary Public Essex ss. Received Jan. 4, 1933. 39 m. past 3 P. M. Recorded and Examined

The Salem Five Cents Savings Bank, the holder of the within mortgage, hereby acknowledges satisfaction of and discharges the same. IN WITNESS WHEREOF, the said Salem Five Cents Savings Bank has caused its seal to be hereunto affixed and these presents to be signed in its name and behalf by W. Warren Stocker its Assistant Treasurer, hereunto duly authorized, this 6th day of January in the year nineteen hundred and thirty three Commonwealth of Massachusetts) Salem Five Cents Savings Bank (seal) Essex, ss: On this 6th day of) By W. Warren Stocker Asst. Treasurer. January 1933, before me appeared W. Warren Stocker, to me personally known, who, being by me duly sworn, did say that he is the Assistant Treasurer of said Salem Five Cents Savings Bank, that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Investment, and that said Corporation has no corporate seal; and said Treasurer acknowledged said instrument to be the free act and deed of said Corporation. Charles F. Manning Notary Public Essex ss. Received Jan. 6, 1933. 53 m. past 11 A.M. Recorded and Examined

KNOW ALL MEN BY THESE PRESENTS That I, Mary E. Hines of Lynn, Essex County, Massachusetts, being unmarried, for consideration paid, grant to the Salem Five Cents Savings Bank, a corporation duly established by law and located in Salem in the County of Essex, Commonwealth of Massachusetts, with mortgage covenants, to secure the payment of Four Thousand Dollars in one year with five and one-half per cent interest, per annum, payable quarterly as provided in a note of even date, the land in said SALEM with the buildings thereon bounded and described as follows: Easterly by Winter Street

Discharge
Salem F.C.S.Bk.
On back M.deed
Rec. B. 2598
P. 60

Hines
to
Salem F.C.S.Bk.

Possession
↓
2 Duster
B 3155 P. 184-5

about fifty (50) feet, southerly by land now or formerly of Osborne about fifty five (55) feet nine (9) inches, westerly by land now or formerly of Murphy about fifty (50) feet ten (10) inches and northerly by land now or formerly of Cole about fifty seven (57) feet four (4) inches. Being a portion of the premises conveyed to me by deed of Mary A. Munroe dated December 2, 1913 and recorded with Essex South District Registry of Deeds in Book 2239 Page 390. This mortgage is upon the Statutory Condition, and upon the further condition that the grantor or her heirs, executors, administrators or assigns shall pay all taxes and assessments on said premises, whether in the nature of taxes or assessments now in being or not, shall keep the buildings now or hereafter standing thereon insured against fire in a sum satisfactory to said Bank, or its successors or assigns, all insurance to be made payable in case of loss to said Bank or its successors or assigns, and shall pay to said Bank or its successors or assigns all such sums with interest as it or they may pay or incur for such taxes, assessments or insurance, or on account of any foreclosure proceedings hereunder, whether completed or not, for any breach of which the mortgagee shall have the Statutory Power of Sale. And said Bank and its successors and assigns shall have the further right to cancel and surrender any insurance policies and collect the proceeds therefrom in case of any sale made hereunder, and to retain out of the proceeds of any such sale one per cent of the purchase money for its or their services in making such sale; any purchaser at such sale shall be held to claim hereunder in case of any defect in said sale; and any entry made for the purpose of foreclosing this mortgage shall enure to and for the benefit of the purchaser at such sale. WITNESS my hand and seal this 6th day of January 1933

Commonwealth of Massachusetts. Essex, ss.) Mary E. Hines (seal)
 January 6, 1933 Then personally appeared the above named Mary E. Hines and acknowledged the foregoing instrument to be her free act and deed.

Before me, Elmer W. Liebsch Justice of the Peace.
 Essex ss. Received Jan. 6, 1933. 53 m. past 11 A. M. Recorded and Examined

Malamas et ux.
 to
 Citizens'
 Co-op. Bk.
 Three \$1. & one
 .50 R. Stamps
 Documentary
 Canceled

I, Paraskey Malamas, of Haverhill, Essex County, Massachusetts for consideration paid, grant to the Citizens' Co-operative Bank of said Haverhill, with warranty covenants the land in said HAVERHILL, with the buildings thereon, on the northeasterly side of Washington Avenue, and bounded as follows: Southwesterly by said Washington Avenue 60 feet; Southeasterly by land now or formerly of Kimball 120 feet; Northeasterly by other land now or formerly of Kimball 60 feet, and Northwesterly by land now or formerly of Lancaster 120 feet. I, Aris Malamas, husband of said grantor release

conditions thereof.

Elmer Foye

THE COMMONWEALTH OF MASSACHUSETTS)

Willard E. Tomlinson

Essex ss. July 26, 1938. Then personally appeared the above named Elmer Foye and Willard E. Tomlinson and made oath that the above certificate by them subscribed is true, before me

Elmer W. Liebsch Justice of the Peace

Essex ss. Received Aug. 23, 1938. 29 m. past 10 A.M. Recorded and Examined.

KNOW ALL MEN BY THESE PRESENTS That The Salem Five Cents Savings Bank of Salem, Essex County, Commonwealth of Massachusetts holder of a mortgage from Mary E. Hines of Lynn, said County and Commonwealth to said Salem Five Cents Savings Bank dated January 6, 1933 recorded with Essex South District Deeds Book 2941 Page 153 by the power conferred by said mortgage and every other power for Four Thousand One Hundred Dollars paid, grant to said Salem Five Cents Savings Bank the premises conveyed by said mortgage. The land in said SALEM with the buildings thereon bounded and described as follows: Easterly by Winter Street about fifty (50) feet, southerly by land now or formerly of Osborne about fifty-five (55) feet nine (9) inches, westerly by land now or formerly fo Murphy about fifty (50) feet ten (10) inches and northerly by land now or formerly of Cole about fifty-seven (57) feet four (4) inches IN WITNESS WHEREOF the Salem Five Cents Savings Bank, having no corporate seal, has caused its common seal to be hereto affixed and these presents to be signed in its name and behalf by W. Warren Stocker, its Treasurer, hereunto duly authorized this 22nd day of August 1938 Salem Five Cents Savings Bank

THE COMMONWEALTH OF) by W. Warren Stocker Treasurer

MASSACHUSETTS Essex ss. August 22, 1938 Then personally appeared the above named W. Warren Stocker and acknowledged the foregoing instrument to be the free act and deed, of the Salem Five Cents Savings Bank, before me Elmer W. Liebsch Justice of the Peace Essex ss. Received Aug. 23, 1938. 29 m. past 10 A.M. Recorded and Examined.

I, W. Warren Stocker named in the foregoing deed, make oath and say that the principal, and interest obligation mentioned in the mortgage above referred to was not paid or tendered or performed when due or prior to the sale, and that I published on the 29th day of July and the 5th and 12th days of August 1938 in the Salem Evening News a newspaper published, or by its title page purporting to be published, in said Salem and having a circulation therein, a notice of which the following is a true copy: Mortgagee's Sale of Real Estate By virtue and in pursuance of the Power

Salem F.C.S.Bk. Atty. &c.

to

Salem F.C.S.Bk.

Two \$2., One .40, & One .10 R. Stamps Documentary Canceled.

See Following

Affidavit as to Sale of Est. of

Hines

On Back Foregoing

and deed, before me, Edward H. J. Wilson Notary Public
Essex ss. Received Apr. 1, 1941. 50 m. past 12 P.M. Recorded and Examined.

KNOW ALL MEN BY THESE PRESENTS THAT The Salem Five Cents Savings Bank of Salem, Essex County, Commonwealth of Massachusetts for consideration paid, grant to Richard C. Mackintire and Ethel M. Mackintire, husband and wife, as tenants by the entirety, both of said Salem with QUITCLAIM COVENANTS the land in said SALEM with the buildings thereon bounded and described as follows: Easterly by Winter Street about fifty (50) feet, southerly by land now or formerly of Osborne about fifty five (55) feet nine (9) inches, westerly by land now or formerly of Murphy about fifty (50) feet ten (10) inches and northerly by land now or formerly of Cole about fifty seven (57) feet four (4) inches. For title see Book 3155 Page 185. Subject to taxes for 1941. IN WITNESS WHEREOF the Salem Five Cents Savings Bank, having no corporate seal, has caused its common seal to be hereto affixed, and these presents to be signed in its name and behalf by Charles M. Brundage its Assistant Treasurer, hereunto duly authorized this 31st day of March 1941 Salem Five Cents Savings Bank

THE COMMONWEALTH OF MASS-) by Charles M. Brundage Assistant Treasurer
ACHUSETTS Essex ss. March 31, 1941 Then personally appeared the above named Charles M. Brundage and acknowledged the foregoing instrument to be the free act and deed, of the Salem Five Cents Savings Bank, before me
Elmer W. Liebsch Justice of the Peace

Essex ss. Received Apr. 1, 1941. 50 m. past 12 P.M. Recorded and Examined.

KNOW ALL MEN BY THESE PRESENTS THAT We, Richard C. Mackintire and Ethel M. Mackintire, husband and wife, both of Salem, Essex County, Massachusetts, for consideration paid, grant to the Salem Five Cents Savings Bank, a corporation duly established by law and located in Salem in the County of Essex, Commonwealth of Massachusetts, with MORTGAGE COVENANTS, to secure the payment of Four Thousand Seven Hundred Dollars in one year with five per cent interest, per annum, payable quarterly as provided in a note of even date, the land in said SALEM with the buildings thereon bounded and described as follows: Easterly by Winter Street about fifty (50) feet, southerly by land now or formerly of Osborne about fifty five (55) feet nine (9) inches, westerly by land now or formerly of Murphy about fifty (50) feet ten (10) inches and northerly by land now or formerly of Cole about fifty seven (57) feet four (4) inches. Being the same premises conveyed to us by said Salem Five Cents Savings Bank by deed recorded herewith. This mortgage is upon the Statutory Condition, and upon the further condi-

Salem Five Cents Sav. Bk.

to
Mackintire et ux

One \$5.,
One \$1., &
One .05
R. Stamps
Documentary
Canceled.

Mackintire et ux

to
Salem F.C.S.Bk.

Discharge
16.34630.90

from the date when the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof. The holder hereof shall have the statutory power of sale for any breach of any of the conditions or provisions of the mortgage or the note secured hereby. WITNESS my hand and seal this first day of June 1946.

Thomas P. J. McMullen (seal)

Leroy C. Murch) THE COMMONWEALTH OF MASSACHUSETTS
Essex ss. June 1st 1946. Then personally appeared the above named Thomas P. J. McMullen and acknowledged the foregoing instrument to be his free act and deed, before me, Leroy C. Murch Notary Public

My commission expires June 7th 1951

Essex ss. Received June 1, 1946. 47 m. past 11 A.M. Recorded and Examined.

Mackintire et ux
to
Donovan

One \$5.,
One \$1.,
One .50 &
One .10
R. Stamps
Documentary
Canceled

We, Richard C. Mackintire and Ethel M. Mackintire husband and wife both of Salem, Essex County, Massachusetts, for consideration paid, grant to Mary J. Donovan of said Salem with WARRANTY COVENANTS the land in said SALEM together with the buildings thereon bounded and described as follows: Easterly by Winter Street about fifty (50) feet. Southerly by land now or formerly of Osborne about fifty-five feet and nine inches. Westerly by land now or formerly of Murphy about fifty feet, ten inches. Northerly by land now or formerly of Cole about fifty seven feet, four inches. Being the same premises conveyed to Richard C. Mackintire et ux, by Deed of Salem Five Cents Savings Bank, dated April 1, 1941 and recorded in Essex South District Deeds, Book 3250 Page 363. WITNESS our hands and seals this 1st day of June 1946.

Richard C. Mackintire (seal)

THE COMMONWEALTH OF MASSACHUSETTS) Ethel M. Mackintire (seal)

Essex ss. June 1 1946 Then personally appeared the above named Richard C. Mackintire and Ethel M. Mackintire and acknowledged the foregoing instrument to be their free act and deed, before me,

Ernest A. Harding Notary Public My Commission expires Oct. 17, 1952

Essex ss. Received June 1, 1946. 54 m. past 11 A.M. Recorded and Examined.

Donovan
to
Roger Conant
Co-op. Bk.

Discharge
P. 3756 P. 389

I, Mary J. Donovan of Salem, Essex County, Massachusetts, being unmarried, for consideration paid, grant to the Roger Conant Co-operative Bank, situated in Salem, Essex County, Massachusetts, with MORTGAGE COVENANTS to secure the payment of Five Thousand Six Hundred 00/100 Dollars in or within twenty years from this date, with interest thereon, payable in monthly installments on the third day of each month hereafter, which payments shall first be applied to interest then due and the balance thereof re-

25

Grantee's address: 12 Winter St., Salem, MA 01970

KNOW ALL MEN BY THESE PRESENTS, that I, ELLEN CASH, of Lynn, Essex County, Massachusetts, EXECUTOR under the WILL of ~~ADMINISTRATOR OF THE ESTATE OF RICHARD C. MACKINTIRE AND ETHEL M. MACKINTIRE~~ MARY J. DONOVAN, aka MARY DONOVAN, MAE J. DONOVAN and MAE DONOVAN, late of Peabody in said County (Essex Probate #94P2851-EP1) by power conferred by the Essex County Probate Court on April 4, 1995

and every other power, Dollars for ---EIGHTY-FIVE THOUSAND (\$85,000.00)----- paid, grants to PAUL J. HERRICK, of Salem in said County,

04/05/95 02:03 Inst 214 BK 12976 PG 344

The land in Salem, Essex County, Massachusetts, together with the buildings thereon, bounded and described as follows:

- EASTERLY by Winter Street, about fifty (50) feet;
- SOUTHERLY by land now or formerly of Osborne, about fifty-five (55) feet, nine (9) inches;
- WESTERLY by land now or formerly of Murphy, about fifty (50) feet, ten (10) inches; and
- NORTHERLY by land now or formerly of Cole, about fifty-seven (57) feet, four (4) inches.

For title, see deed of Richard C. Mackintire and Ethel M. Mackintire to Mary J. Donovan, dated June 1, 1946 and recorded in the Essex (South District) Registry of Deeds in Book 3462, Page 476. Said Mary J. Donovan died at Peabody, Massachusetts on November 29, 1994. See Essex Probate #94P2851-EP1.

DEEDS REC 10
ESSEX SOUTH
4/05/95
CANCELLED

TAX 387.60
CASH 387.60
3463A00 13:57
FYRTEC *AY

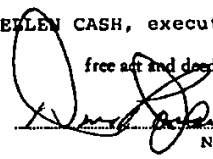
Witness my hand and seal this 4TH day of April 19 95

Ellen Cash
Executrix

The Commonwealth of Massachusetts

Essex, ss. April 19 95

Then personally appeared the above named ELLEN CASH, executrix as aforesaid, and acknowledged the foregoing instrument to be free act and deed, before me


Notary Public - Justice of the Peace

My commission expires 19

DANA P. JORDAN
NOTARY PUBLIC
COMM. EXPIRES NOVEMBER 25, 1999

85



1995081000187 Bk:13141 Pg:350
08/10/1995 11:54:00 TRD Pg 1/1

I, PAUL J. HERRICK
of Salem,

Essex County, Massachusetts

~~for nominal consideration~~

grant to PAUL J. HERRICK, Trustee of HRX SALEM REALTY TRUST, under Declaration of Trust dated August 10, 1995 to be recorded herewith,

of 12 Winter Street, Salem, Massachusetts with quitclaim covenants
~~therein~~

The land in Salem, Essex County, Massachusetts, together with the buildings thereon, bounded and described as follows:

- EASTERLY by Winter Street, about fifty (50) feet;
- SOUTHERLY by land now or formerly of Osborne, about fifty-five (55) feet, nine (9) inches;
- WESTERLY by land now or formerly of Murphy, about fifty (50) feet, ten (10) inches; and
- NORTHERLY by land now or formerly of Cole, about fifty-seven (57) feet, four (4) inches.

Being the same premises conveyed to me by deed of Ellen Cash, Executrix under the will of Mary J. Donovan, dated April 4, 1995 and recorded in Essex South District Registry of Deeds, Book 12976, Page 344. See also Essex Probate No. 94P-2851.

Property Address: 12-12 1/2 Winter Street, Salem, MA

Executed as a sealed instrument this 10th day of August 19 95
Paul J. Herrick
Paul J. Herrick

The Commonwealth of Massachusetts

Essex, ss. August 10, 19 95

Then personally appeared the above named Paul J. Herrick

and acknowledged the foregoing instrument to be his free act and deed.
Before me, Philip J. [Signature]

Notary Public
STATE OF MASSACHUSETTS

My commission expires 3/20/98 19

25

PHILIP STROME
Attorney-at-Law
78 Washington Street
Salem, Massachusetts 01970
Registry Box #25



1997102000222 Bk:14377 Pg:563
10/20/1997 11:53:00 DEED Pg 1/1

I, Paul J. Herrick, Trustee of HRX Salem Realty Trust, under Declaration of Trust dated August 10, 1995 recorded in Essex South District Registry of Deeds, Book 13141, Page 344
of Salem Essex County, Massachusetts

~~xxxxxxxxxxxxxx~~ for nominal consideration

grant to Paul J. Herrick

of 12 Winter St., Salem, Ma.

with quitclaim covenants

~~xxxxxxxxxx~~

The land in Salem, Essex County, Massachusetts, together with the buildings thereon, bounded and described as follows:

EASTERLY by Winter Street, about fifty (50) feet;

SOUTHERLY by land now or formerly of Osborne, about fifty-five (55) feet, nine (9) inches;

WESTERLY by land now or formerly of Murphy, about fifty (50) feet, ten (10) inches; and

NORTHERLY by land now or formerly of Cole, about fifty-seven (57) feet, four (4) inches.

For title see deed of Paul J. Herrick to Paul J. Herrick, Tr. of HRX Salem Realty Trust dated August 10, 1995 recorded in Essex Registry of Deeds, Book 13141, Page 350.

Property address: 12-124 Winter St.
Salem, Ma.

Executed as a sealed instrument this 20th day of October 1997

Paul J. Herrick, Trustee of HRX Salem Realty Trust

The Commonwealth of Massachusetts

Essex ss. October 20, 1997

Then personally appeared the above named Paul J. Herrick, Trustee as aforesaid

and acknowledged the foregoing instrument to be his

From act and doc't
Before me,

Notary Public

My commission expires March 20, 1998

25-

PHILIP STROME
Attorney-at-Law
73 Washington Street
Salem, Massachusetts 01970
Registry Box #25



1997102000224 Bk:14377 Pg:570
10/20/1997 11:53:00 TRD Pg 1/1

I, Paul J. Herrick
of Salem Essex County, Massachusetts

~~in consideration~~ of for nominal consideration

grant to Paul J. Herrick, Trustee of HRX Salem Realty Trust, under Declaration of Trust dated August 10, 1995 recorded in Essex Registry of Deeds, Book 13141, Page 344 of 12 Winter Street, Salem, Ma. with quitclaim covenants the land in

The land in Salem, Essex County, Massachusetts, together with the buildings thereon, bounded and described as follows:

- EASTERLY by Winter Street, about fifty (50) feet;
- SOUTHERLY by land now or formerly of Osborne, about fifty-five (55) feet, nine (9) inches;
- WESTERLY by land now or formerly of Murphy, about fifty (50) feet, ten (10) inches; and
- NORTHERLY by land now or formerly of Cole, about fifty-seven (57) feet, four (4) inches.

For title see deed from Paul J. Herrick, Trustee to Paul J. Herrick, dated October 20, 1997 to be recorded herewith.

Street address: 12-12 1/2 Winter St.
Salem, Ma.

Executed as a sealed instrument this 20th day of October 19 97
Paul J. Herrick

The Commonwealth of Massachusetts

Essex ss. Oct. 20, 19 97

Then personally appeared the above named Paul J. Herrick

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

Notary Public
My commission expires March 20, 19 98

25

12/30/98 2:39 inst. 985
BK 15369 PG 554

PAUL J. HERRICK, Trustee of HRX SALEM REALTY TRUST, under Declaration of Trust dated August 10, 1995, recorded in Essex South District Registry of Deeds, of Book 13141, Page 344, of Salem, Essex County, Massachusetts

~~in consideration of~~ for nominal consideration

grant to PAUL J. HERRICK of 12 Winter Street, Salem, MA

~~of~~ with quitclaim covenants
~~xxxxxxxx~~

The land in Salem, Essex County, Massachusetts, together with the buildings thereon, bounded and described as follows:

- EASTERLY by Winter Street, about fifty (50) feet;
- SOUTHERLY by land now or formerly of Osborne, about fifty-five (55) feet, nine (9) inches;
- WESTERLY by land now or formerly of Murphy, about fifty (50) feet, ten (10) inches; and
- NORTHERLY by land now or formerly of Cole, about fifty-seven (57) feet, four (4) inches.

as Trustee
Being the same premises conveyed to me/by deed of Paul J. Herrick dated October 20, 1997 recorded in Essex South District Registry of Deeds, Book 14377, Page 570.

Property Address: 12-12 1/2 Winter Street, Salem, MA

Executed as a sealed instrument this 30th day of December 19 98



Trustee of HRX Salem Realty Trust

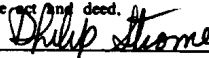
The Commonwealth of Massachusetts

Essex, ss. December 30 19 98

Then personally appeared the above named Paul J. Herrick, Trustee as aforesaid

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

Before me,



Notary Public

My commission expires 3/4/05

19

B2095
D. Thome

25

07/16/99 10:22 inst. 181
BK 15814 PG 162

QUITCLAIM DEED

I, PAUL J. HERRICK of Salem, Essex County, Massachusetts

in consideration of the sum of THREE HUNDRED NINETEEN THOUSAND NINE HUNDRED (\$319,900.00) dollars, paid

grant to MARC L. BERGERON ~~and [REDACTED]~~, ~~[REDACTED]~~ and ~~[REDACTED]~~, ~~[REDACTED]~~ of 27 Flint St., Salem, Essex County, Massachusetts 01970

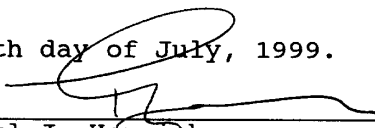
with QUITCLAIM COVENANTS

The land in Salem, Essex County, Massachusetts, together with the buildings thereon, bounded and described as follows:

- EASTERLY by Winter Street, about fifty (50) feet;
- SOUTHERLY by land now or formerly of Osborne, about fifty-five (55) feet, nine (9) inches;
- WESTERLY by land now or formerly of Murphy, about fifty (50) feet, ten (10) inches; and
- NORTHERLY by land now or formerly of Cole, about fifty-seven (57) feet, four (4) inches.

Meaning and intending and hereby conveying the same premises conveyed to the grantor herein, by deed of Paul J. Herrick, Trustee of HRX Salem Realty Trust dated December 30, 1998 and recorded with Essex South District Registry of Deeds, Book 15369, Page 554.

Witness my hand and seal this 16th day of July, 1999.

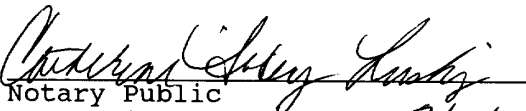

Paul J. Herrick

Commonwealth of Massachusetts

Essex, SS.

July 16, 1999

Then personally appeared the above named PAUL J. HERRICK and acknowledged the foregoing instrument to be his free act and deed, before me


Notary Public
My Commission Expires: 3/31/00

CANCELLED
SALEM
DEEDS REG 10
ESSEX SOUTH
07/16/99 10:03AM 01
000000 #6454

FEE \$9.12
FEE \$921.12
CASH \$930.24

CANCELLED
SALEM
DEEDS REG 10
ESSEX SOUTH
07/16/99 10:11AM 01
000000 #6457

FEE \$528.96
CASH \$528.96

1459.20

Prop. Address: 12 Winter St., Salem, MA

2
85

08/02/00 10:28 inst. 145
BK 16487 PG 299

QUITCLAIM DEED

I, Marc L. Bergeron,

Of Salem, Essex County, Massachusetts

In consideration of **Nominal**

Grant to **Marc L. Bergeron and Marcy F. Bergeron, husband and wife
as tenants by the entirety**

Of 12 Winter Street, Salem, Essex County, Massachusetts

With quitclaim covenants

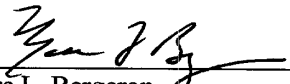
The land in Salem, Essex County, Massachusetts, together with the buildings thereon,
bounded and described as follows:

- EASTERLY by Winter Street, about fifty (50) feet;
- SOUTHERLY by land now or formerly of Osborne, about fifty-five (55) feet, nine (9) inches;
- WESTERLY by land now or formerly of Murphy, about fifty (50) Feet, ten (10) inches; and
- NORTHERLY by land now or formerly of Cole, about fifty-seven (57) feet, four (4) inches.

For title reference, see Deed dated July 16, 1999 and recorded with Essex South District Registry of Deeds at Book 15814, Page 162.

Return to: Marc and Marcy Bergeron
12 Winter Street
Salem, MA 01970

Executed as a sealed instrument this 2nd day of August, 2000.




Marc L. Bergeron

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

August 2, 2000

Then personally appeared the above named Marl L. Bergeron and acknowledged the foregoing instrument to be of his free act and deed, before me,



Peter R. Merry
Notary Public
My Commission Expires: 9/3/2004

14
108

2
& PLAN


2003092500274 Bk:21820 Pg:424
09/25/2003 10:41:00 DEED Pg 1/14

**MASTER DEED
OF
12 WINTER STREET CONDOMINIUM**

We, the undersigned Marc L. Bergeron and Marcy F. Bergeron, of 12 Winter Street, Salem, Massachusetts, 01970, (hereinafter together called the "Declarant"), the owner of the premises in Salem, Essex County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed, do hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create with respect to said premises, a condominium (the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declare and provide the following:

1. **NAME.** The name of the Condominium shall be:
12 Winter Street Condominium

2. **DESCRIPTION OF LAND.** The premises which constitute the Condominium consist of a parcel of land (the "Land") known as and numbered 12 Winter Street, Salem, Massachusetts, with the building (the "Building") and improvements thereon, being the premises conveyed to the Declarant by deed of Marc L. Bergeron dated August 2, 2000 and recorded with the Essex South District Registry of Deeds, Book 16487, Page 299, as more particularly described in Exhibit A attached hereto, and as shown on the plan entitled "Plan of Land in Salem prepared for 12 Winter Street Condominium" Scale 1"=10' dated June 19, 2003 by North Shore Survey Corporation, 47 Linden Street, Salem, Ma. (the "Site Plan") to be recorded herewith.

3. **DESCRIPTION OF THE BUILDING.** The Building is of wood frame construction with a fieldstone foundation and consists of a basement, and three stories. The mechanical equipment for each of the units within the Building are located in the basement. The gas and electric meters are on the outside of the Building.

Return to: Mr + Mrs Marc Bergeron 1
12 Winter St. Unit 1
Salem, ma. 01970

4. DESIGNATION OF CONDOMINIUM UNITS. The Building contains two units, (the "Units") known as Unit 1 and Unit 2; as are more particularly described as to designation, location, number of rooms, approximate area, and the common areas to which the units have immediate access, in Exhibit B attached hereto, and the set of plans comprising one (1) sheet, entitled "Floor Plans for 12 Winter Street Condominium, Salem, Ma. Scale 1" = 5' June 19, 2003 by North Shore Survey Corporation, 47 Linden Street, Salem, Ma. (the "Floor Plans"), and recorded herewith.

Unit 1, occupies a portion of the basement, first, second and third floors of the Building, as shown on the Floor Plans. Unit 2 occupies a portion of the first floor and second floors of the Building as shown on the Floor Plans. The units have the following rooms as shown on the floor plans. Unit 1 includes a living room, kitchen, dining room, six bedrooms and two bathrooms. Unit 2 includes a living room, kitchen, dining room, three bedrooms and a two bathrooms.

Each of Units 1 and 2 is serviced by its own electrical service and meter. There is a common electrical service for common electrical usage, the cost of which shall be allocated and paid for in accordance with the unit percentage interests as set forth in Exhibit B hereto. Each of Units 1 and 2 are serviced by their own combination oil fired furnace and gas fired water heater. The water heaters and furnaces serving the units are located in the basement of the Building. The basement area is a common area for use by both units, excepting, however, that portion of the basement identified as "Unit 1 Area = 134 S.F.", and the two areas shown as "Exclusive Use Unit 1" and "Exclusive Use Unit 2" on the Basement Elevation of the Floor Plans. Unit 1 shall have the exclusive use of the area shown as "Exclusive Use Unit 1" on the Attic Elevation of the Floor Plans. The gas fired furnace and water heater serving each unit shall be deemed to be owned by the owner of the unit served, and the maintenance, repair, and replacement thereof, as necessary, shall be the responsibility of the owner of the unit served. The Units share a single water service and shall pay for the cost thereof in accordance with the unit percentage interests as set forth in Exhibit B hereof. Unit 1 shall have the exclusive use of the area shown as "Exclusive Use Unit 1" on the Site Plan. Unit 2 shall have the exclusive use of the area shown as "Exclusive Use Unit 2" on the Site Plan.

5. BOUNDARIES OF THE UNITS. The boundaries of the units with respect to the floors, ceilings, and the walls, doors, and windows thereof are as follows:
- (a) Floors: The upper surface of the rough sub-flooring material (rough board, particle board, concrete, or other, as the case may be);
 - (b) Ceilings: The plane of the lower surface of the second floor ceiling joists with respect to Unit 1, and the plane of the lower surface of the roof joists with respect to Unit 2;
 - (c) Walls: The plane of the surface of the wall studs facing such Unit;
 - (d) Exterior Doors and Windows: as to doors, including any storm doors, the exterior surface thereof and of the door frames; and as to windows, the exterior surface of the glass and of the window frames.
6. COMMON AREAS AND FACILITIES. The Common Areas and Facilities of the Condominium shall consist of the following to the extent that the same are not included within a Unit or Units:
- (a) the Land, together with the benefit of and subject to all rights, easements, restrictions and agreements of record so far as the same may be in force;
 - (b) the walkways and other improvements on the Land, including, without limitation, the parking area, walls, railings, steps, lighting fixtures, and similar facilities;
 - (c) those portions of the Building not included within the boundaries of the Units, including the foundations, structural columns, girders, beams, supports, exterior walls, party walls, and the roof;

- (d) the halls and stairways serving more than one Unit if applicable, and other areas not contained within a Unit or subject to the exclusive use of a particular Unit;
- (e) all conduits, ducts, pipes, plumbing, wiring, chimneys, flues, and other facilities for the furnishing of power, light, air, heat, hot and cold water, and all sewer and drainage pipes, and sewer disposal systems located within the common areas, and all such facilities located within any unit that serve parts of the Condominium other than the unit within which such facilities are contained; as to sewage disposal systems and utility conduits, lines, pipes, and wires, the right and easement to enter the Units for the purpose of repairing and maintaining the same shall be included as part of the common areas and facilities;
- (f) such additional common areas and facilities as may be defined in Chapter 183A, except as otherwise provided or stipulated herein.
- g) Each unit has its own electrical meter. Anything to the contrary herein notwithstanding, said meters shall not be included in the Common Areas and Facilities, but shall be deemed part of and owned by the Unit owners of the Units they serve.

Each Unit Owner shall be entitled to an undivided interest in the Common Areas and Facilities in the percentage set forth in Exhibit B for such unit. Such percentage is based on the approximate relation that the fair value of each unit on the date hereof bears to the then aggregate fair value of all the units. Each Unit Owner shall be subject to (i) the terms and provisions of this Master Deed, the 12 Winter Street Condominium Trust and By-Laws thereof (hereafter "Condominium Trust"), as defined and described in paragraph 11 hereof, (ii) rules and regulations promulgated pursuant thereto with respect to the use thereof, and (iii) the timely making of the payments required to be made in connection therewith.

7. ENCROACHMENTS. If any portion of the Common Areas and Facilities now or hereafter encroaches upon any Unit, or if any Unit now or hereafter encroaches upon any other Unit or upon any portion of the Common Areas and Facilities as a result of settling of the Building, or a unit therein, or the alteration or repair of the Common Areas and Facilities of the Building or a unit therein, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Building and/or unit exists.

8. FLOOR PLANS. The Floor Plans of the Building referred to above and recorded herewith bear the certification of a registered surveyor, certifying that the plans fully and accurately depict the layout, location, unit numbers, and dimensions of the units as built.

The Declarant may, until all of said Units have been sold by said Declarant, (i) lease Units which have not been sold.

9. RESTRICTIONS ON USE OF UNITS. Unless otherwise permitted by instrument in writing duly executed by the Trustees of the Condominium Trust pursuant to provisions of the By-Laws thereof:

- (a) No such Residential Unit shall be used for any purpose other than as a dwelling for one family or by not more than two (2) unrelated persons and no business activities, other than those conducted "on line" by computer and having no external manifestation, shall be conducted in any such Residential Unit. The word "family" means any group of persons related by blood, marriage, adoption or other legally established form of family relationship.
- (b) Any Unit Owner may rent any such Residential Unit, subject however, to the condition that any lease, tenancy-at-will agreement or occupancy agreement shall:
 - (i) be in writing and apply to the entire Residential Unit and not merely a portion thereof;

- (ii) be for a term of at least one (1) month;
 - (iii) expressly provide that the lease, tenancy at will agreement or occupancy agreement shall be subject in every respect to the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust, and the ByLaws and Rules and Regulations thereof, as the same may have been amended most recently prior to the execution of the lease, tenancy-at-will agreement, or occupancy agreement.
- (c) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Condominium Trust and regulations which may be adopted pursuant thereto.
- (d) The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no porch/deck or porch/deck enclosure, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof; no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior Unit door, or door frames shall be made, and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window; provided, however, that the provisions of this subparagraph (c) shall not restrict the right of any Unit Owner (i) to decorate the interior of his or her Unit as he or she may desire so long as such Unit Owner shall in no way whatsoever alter, remove or otherwise modify any structural component of his or her Unit.

The restrictions set forth in paragraphs (a) through (d) above shall be for the benefit of all of the Unit Owners and the Condominium Trust and (i) shall be administered on behalf of said Owners by the Trustees of the Condominium Trust, (ii) shall be enforceable solely by the Trustees, insofar as permitted by law, (iii) may be waived in specific cases by such Trustees and (iv)

shall, insofar as permitted by law, be perpetual, and, to that end, may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership of a Unit. The foregoing notwithstanding, the owner of Unit 2, in order to enhance the peaceful enjoyment of the owner of Unit 1 with respect to soundproofing, shall utilize carpeting with an underlay pad where reasonably appropriate on the second floor (the floor immediately above Unit 1).

10. AMENDMENTS. This Master Deed may be amended by an instrument in writing (i) signed by the Unit Owners entitled to sixty six and two thirds percent (66.66%) or more of the undivided interests in the Condominium Trust pursuant to the By-Laws thereof, and (ii) signed and acknowledged by all of the Trustees of the Condominium Trust and (iii) duly recorded with the Essex South Registry of Deeds, PROVIDED, HOWEVER, that:

- (a) The date of which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless the same shall have been so recorded within six (6) months after such date;
- (b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Unit Owner of the Unit so altered;
- (c) No instrument of amendment which alters the percentage of the undivided interest in and to the Common Areas and Facilities to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended Master Deed;
- (d) No instrument of amendment which purports to alter or redefine the property defined herein as Common Areas and Facilities shall be of any force or effect.

- (e) No instrument of amendment affecting any Unit upon which there is a first mortgage of record held by a bank or other institutional lender, or a purchase money second mortgage held by the Declarant or his heirs or assigns, shall be of any force or effect unless the same shall have been assented to by the holder of such mortgage; and
- (f) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A of the General Laws of Massachusetts shall be of any force or effect.

11. **MANAGING ENTITY.** The entity through which the Unit Owners will manage and regulate the Condominium established hereby (the "Condominium Association") is the 12 Winter Street Condominium Trust, under a Declaration of Trust (including the By-Laws) of even date and recorded herewith (the "Condominium Trust"). Such Declaration of Trust establishes a trust for the benefit of all Unit Owners in which each Unit Owner shall have a beneficiary interest and membership in proportion to its percentage of undivided interest in the Common Areas and Facilities to which such Owner is entitled hereunder. The name and address of the original Trustees thereof is as follows:

Marc L. Bergeron, 12 Winter Street, Salem, Massachusetts 01970

Marcy F. Bergeron, 12 Winter Street, Salem, Massachusetts 01970

Such Trustees have enacted By-Laws pursuant to and in accordance with provisions of Chapter 183A of the General Laws of Massachusetts.

12. **GENERAL LAWS CHAPTER 183A.** The Units and the common areas and facilities, and the Unit Owners and Condominium Trustees shall have the benefit of and be subject to the provisions of said Chapter 183A of the General Laws of Massachusetts, as from time to time

amended, and in all respects not specified in this Master Deed or in said Declaration of Trust of the 1 Warner Street Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of said Chapter 183A as from time to time amended, in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to improvements and rebuilding of common areas and facilities, and with respect to removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A.

13. MORTGAGEE PROVISIONS. The following provisions shall apply to mortgages of one or more Condominium Units:

- (a) A first mortgage at its request shall be entitled to written notification from the Condominium Trustees of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the Condominium documents which is not cured within thirty (30) days.
- (b) Any first mortgagee who comes into possession of the Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, shall be exempt from any right of first refusal.
- (c) Any first mortgagee who comes into possession of the Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro-rata allocation of such assessment or charges to all Units including the mortgaged Unit).
- (d) Unless one hundred percent (100%) of the first mortgagees of Condominium Units shall have given their prior written approval, the Condominium Owners shall not be entitled to:

- (1) by act or omission, seek to abandon or terminate the Condominium regime;
or
 - (2) change the pro-rata interest or obligations of any Condominium Unit for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or, for (ii) determining the pro-rata share of the ownership of each Unit in appurtenant real estate and any improvements thereon which are owned by the Unit Owners in the Condominium project in undivided pro-rata interests (common areas and facilities); or,
 - (3) partition or subdivide any Condominium Unit;
 - (4) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common areas facilities. The granting of easements for public utilities or for other purposes consistent with the intended use of the common areas and facilities by the Condominium project shall not be deemed a transfer within the meaning of this clause; or,
 - (5) use hazard insurance proceeds for losses to any Condominium property (whether to Units or to common areas and facilities) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss as to the Units and/or common areas and facilities of the Condominium project.
- (e) First mortgagees shall have the right to examine the books and records of the Condominium Trust.
- (f) No Condominium Owner, or any other party, shall have priority over any right of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to the Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of all or a portion of any Condominium Unit and/or the common areas and facilities.

14. 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 other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

15. 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 which may occur.

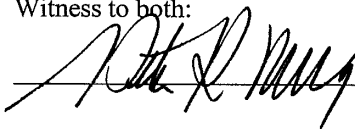
16. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

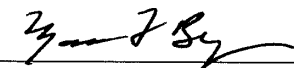
17. DEFINITIONS. All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

18. CONFLICTS. This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of Massachusetts in effect upon the date of execution of this Master Deed and any future amendments thereto which are specifically made retroactive in application. In case any provisions stated within this Master Deed are in conflict with the provisions of said statute, the provisions of said statute shall control.


IN WITNESS WHEREOF, we have caused this Master Deed to be duly executed, sealed and delivered on this 24th day of September, 2003

Witness to both:





Marc L. Bergeron



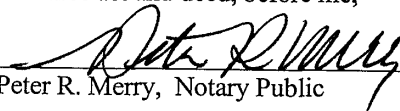
Marcy F. Bergeron

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

September 24, 2003

Then personally appeared the above-named March L. Bergeron and Marcy F. Bergeron, and acknowledged the foregoing instrument to be their free act and deed, before me,


Peter R. Merry, Notary Public

My Commission Expires: 09/03/2004

EXHIBIT A

(12 Winter Street, Salem, Massachusetts)

The land in Salem, Essex County, Massachusetts, together with the buildings thereon, bounded and described as follows:

EASTERLY by Winter Street, about fifty (50) feet;

SOUTHERLY by land now or formerly of Osborne, about fifty-five (55) feet, nine (9) inches;

WESTERLY by land now or formerly of Murphy, about fifty (50) Feet, ten (10) inches; and

NORTHERLY by land now or formerly of Cole, about fifty-seven (57) feet, four (4) inches.

For title reference, see Deed dated August 2, 2000 and recorded with the Essex South District Registry of Deeds at Book 16487, Page 299.

EXHIBIT B

12 WINTER STREET CONDOMINIUM MASTER DEED

UNIT 1

Unit Designation Interest	No. of Rooms*	Approx. Sq. Ft. Area	Percentage
1	11	2190	55.00 %

The number of rooms stated includes, a living room, a kitchen, dining room and bathroom on the first floor, 1 bedroom in the basement, 3 bedrooms and one bathroom on the second floor, and two bedrooms on the third floor. Unit 1 has direct access via both front and rear stairways to the exterior of the Building as shown on the First Floor Elevation of the Floor Plans.

*Excluding closets

UNIT 2

Unit Designation Interest	No. of Rooms**	Approx. Sq. Ft. Area	Percentage
2	8	1231	45.00%

The number of rooms stated includes a living room, dining room, kitchen, and bathroom on the first floor, and three bedrooms and a bathroom on the second floor. Unit 2 has direct access to the exterior of the Building shown as "Main Entrance" on the First Floor Elevation of the Floor Plans.

**Excluding closets