

HISTORIC SALEM INC

28 Arbella Street

Built for
Sarah H. Plummer and William H. Plummer
Shoemaker
c. 1873

Researched and written by Jen Ratliff
July 2019

Historic Salem Inc.
The Bowditch House
9 North Street, Salem, MA 01970
(978) 745-0799 | HistoricSalem.org
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This house was known as 12 Arbella Street (also called Arabella Street) until it was moved in 1906, then 10 ½ until the street was renumbered in 1917.

This house was moved on same lot from street frontage to current rear location in 1906, likely to allow for sale of land and construction of #30-32 (12 and 12 ½)

Date of Purchase	Conveyed by	Conveyed to	Amount	Document	Notes
April 19, 1872	Robert Hill	Abraham Edwards Martha P. Edwards	\$950	851:85	Only references land
September 6, 1872 (#12) September 1, 1873 (#10)	Abraham Edwards Martha P. Edwards	William H. Plummer Sarah H. Plummer	\$3,110 \$1,000	862:199 887:283	Purchased #10 and #12 Arbella Street Abraham died September 29, 1891 (Did not die in this home) House used as a rental property
November 1, 1905	George D. Edwards	William H. Edwards	\$1 and other valuable considerations	1800:352	Martha died on April 20, 1905 (Did not die in this home) Son George then sold the home. Probate #96531
June 24, 1910	William H. Edwards	Alice R. Meek	\$1 and other valuable considerations	2028:570	3 parcels on Arbella Street purchased
December 10, 1948	Annie (Meek) Hutchins Mabelle F. (Warner) Adlard	Martin Callahan Mary Etta Callahan	\$4,200	3637:205	
April 25 1961	Mary Etta Callahan Mary Elizabeth Callahan	Arthur G. Spanks Marilyn P. Spanks	\$15,900	5355:534	
October 14, 2005	Arthur G. Spark	Christine Makary Stephanie L. Bailey	\$295,000	24950:421	

will and my heirs, executors, and administrators shall warrant and defend the same to the said Martha P. Edwards 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 Robert Hill have hereunto set my hand and seal this fifteenth day of April in the year of our Lord, eighteen hundred and seventy two.

Signed, sealed and delivered } Robert Hill seal
in presence of D. B. Kimball } Essep. es. April 19th 1872. Then personally appeared the above named Robert Hill and acknowledged the above instruments to be his free act and deed, before me, D. B. Kimball Justice of the Peace. Essep. es. Recd. April 19, 1872. 13m. parts 11. Ch. Cl. Rec. & Sp. By Eph. Brown Clk.

A. Woodman
to
City of Newburyport.
One 50¢ R. Stamp
Cancelled.

Know all men by these Presents, That A. Woodman of Newburyport in the County of Essex and Commonwealth of Massachusetts in consideration of Three hundred and five dollars paid by the Inhabitants of the City of Newburyport, a Corporation duly established by the laws of the Commonwealth of Massachusetts the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Inhabitants of Newburyport, their successors and assigns forever all that lot of land in Newburyport aforesaid, bounded and described as follows, viz: Commencing at the westerly corner thereof by my own lands, forty one feet and six inches from the westerly corner of Coffins Court, so called, thence running Northwesterly by my own lands twenty five feet; thence Southwesterly one hundred and fifty nine feet and three inches; thence Northwesterly eighty two feet all by my own lands to land of Joseph J. Knapp; thence running Southwesterly by land of said Knapp three hundred and forty nine feet to land of Matilda Jaques and others; thence running Southeasterly by land of said Jaques and others two hundred and thirty five feet and six inches to land of Joseph L. and Anna Toppaw; thence running Northeastly by land of said Joseph L. and Anna Toppaw four hundred and forty six feet to land of, or formerly of W^m H. Lovett, thence running Northwesterly by land of or formerly of said Lovett eighty three feet and nine inches to Coffins Court, so called; thence Southwesterly forty one feet

ed also, that until default of the payment of the said sum, or interest, or other default as herein provided, the grantee shall have no right to enter and take possession of the premises. In witness whereof, the said Martha C. Foss and George F. Foss husbands of said Martha C. in tokens of his assent to the conveyance by said Martha C. of the granted premises, have hereunto set our hands and seals this twenty eighth day of August in the year of our Lord eighteen hundred and seventy two. Martha C. Foss seal. Signed, sealed, and delivered George F. Foss seal. in presence of us. Alfred Kittredge } Commonwealth of Massachusetts. Essex ss. Aug. 28th 1872. Then personally appeared, the above named, Martha C. Foss, and acknowledged, the foregoing instruments to be his free act and deed. Before me, Alfred Kittredge Justice of the Peace, Essex ss. Recd. Sept. 6, 1872. Gm. before P. M. Rec. & Exp. By Ephm. Brown Reg.

Know all men by these Presents, That we Abraham Edwards, and Maria^{A. Edwards et ux} Edwards his wife in her own right, both of Salem in the County of Essex^{to} and Commonwealth of Massachusetts In Consideration of Three thousand Seven 50[¢] R. Stamps^{R. Plummer (ux. W. R. P.)} one hundred and ten dollars paid by Sarah R. Plummer, wife of William R. Plummer both of said Salem the receipt whereof is hereby acknowledged, do hereby remise, release and forever quit claim, unto the said Sarah R. Plummer, a certain parcel of land situate in said Salem, on Arabella street, so called, and bounded and described as follows. Beginning at a point on said Arabella Street at the corner of Samuel R. Honeycombs lands and running Southwesterly on said Honeycombs lands, one hundred twelve and one half feet, thence Northwesterly on land of the Eastern Railroad Company, fifty feet, thence northeasterly on land of the grantor, one hundred twelve and one third feet, thence Southeasterly on said street, fifty feet, to the point of beginning. Containing about fifty six hundred and twenty square feet of land and being the same premises conveyed to me by Robert Hill by deeds dated April 15th 1872 and recorded in the Essex Registry of Deeds, Book 851 Leaf 85, to which deeds and the deed therein referred to, reference may be had, for further or more particular description; it being understood and agreed by and between the parties to this deed, and the sale and conveyance of the premises being made upon condition that so long as the grantors or their son George shall own and

occupy the adjoining premises which the grantors now own and occupy, the grantees herein named shall not erect any building or structure in the rear of the dwelling house now standing on the premises hereby conveyed which shall exceed sixteen feet in height, nor shall their heirs or assigns erect any such building or structure. This agreement and condition becoming null and void whenever the grantors or their son George shall cease to occupy said adjoining premises, as the owner of the same. To have and to hold the above released premises, with all the privileges and appurtenances to the same belonging, to the said Sarah B. Plumer to her sole and separate use and to her heirs and assigns, to her and their use and behoof forever. And I the said Martha P. Edwards for myself and my heirs, executors and administrators, do covenant with the said Sarah B. Plumer and her heirs and assigns, that the premises are free from all incumbrances, made or suffered by me, except as herein before stated and that I will and my heirs, executors, and administrators shall warrant and defend the same to the said Sarah B. Plumer and her heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under us but against none other. In witness whereof we the said Abraham Edwards and Martha P. Edwards in her own right have hereunto set our hands and seals this sixth day of September in the year of our Lord eighteen hundred and seventy two.

Abraham Edwards seal
 Signed, sealed and delivered in presence } Martha P. Edwards seal
 of D. B. Kimball witness to M. P. E. W. H. Hallett } Exec. ss. Sept. 6. 1872. Then personally
 appeared the above named Martha P. Edwards and acknowledged the above instrument to be her free act and deed, before me, D. B. Kimball Justice of the Peace.
 Exec. ss. Recd. Sept. 6. 1872. 10 m. part 4 P. M. Rec. & Ex. by *John Brown Ref.*

Know all men by these Presents that we William H. Plumer and Sarah B. Plumer, his wife in her own right, both of Salem in the County of Essex and Commonwealth of Massachusetts in consideration of Fifty hundred dollars paid by Martha P. Edwards wife of Abraham Edwards both of said Salem, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell, and convey unto the said Martha P. Edwards a certain parcel of land situate in said Salem, on Arabella Street, so called, and bounded and described as follows. Beginning at a point on said

W. H. Plumer et al.
 to
 M. P. Edwards
 (Emp. H. E.)
 Three 50¢ R. Stamps
 - Canceled.
 see
 D. 887. S. 283.

Abella street at the corner of Samuel B. Honeycomb's land and running
 Southwesterly on said Honeycomb's land one hundred twelve and one half
 feet, thence northwesterly on land of the Eastern Railroad Company fifty
 feet, thence northeasterly on land of the grantee, one hundred twelve and
 one third feet, thence southeasterly on said street, fifty feet, to the point of
 beginning. Containing about fifty six hundred and twenty square feet
 of land, and being the same premises this day conveyed to me, by the
 said Martha P. Edwards, by deed to be recorded herewith, to which deeds
 and the deeds therein referred to, reference may be had for further or more
 particular description, this conveyance being made to secure the pay-
 ment of the purchase money to the said Martha P. for said estate. To have
 and to hold the granted premises, with all the privileges and appurte-
 nances thereto belonging, to the said Martha P. Edwards to her sole and
 separate use and benefit and to her heirs and assigns, to their own use
 and behoof forever. And I do hereby for myself and my heirs, executors, and
 administrators, covenant with the said grantee and her heirs and assigns
 that I am lawfully seized in fee simple of the granted premises, that they
 are free from all incumbrances that I have good right to sell and convey
 the same as aforesaid; and that I will and my heirs, executors, and ad-
 ministrators 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. Provided nevertheless, that if the said grantor, or her heirs, ex-
 ecutors, administrators, or assigns, shall pay unto the said grantee, or her executors,
 administrators, or assigns, the sum of fifteen hundred dollars in three years from this
 date, with interest semi-annually at the rate of eight per cent. per annum, and
 until such payments shall pay all taxes and assessments on the granted premises, shall
 keep the buildings thereon insured against fire in a sum not less than fifteen hun-
 dred dollars, for the benefit of the said grantee, and her executors, administrators, and
 assigns, at such Insurance office as they shall approve, and shall not commit or suf-
 fer any strip or waste of the granted premises, then this deed, as also a promissory
 note of even date herewith, signed by the said Sara K. Plumer and William H.
 Plumer whereby they promise to pay to the said grantee or order, the said sum and
 interest at the times aforesaid, shall be void. But upon any default in the per-

performance of the foregoing condition, the said grantee, or her executors, administrators, or assigns, may sell the granted premises, with all improvements that may be thereon, by public auction in said Salem first publishing a notice of the time and place of sale once each week for three successive weeks in one or more newspapers published in said Salem and convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple; and such sale shall forever bar the grantor and all persons claiming under her, from all right and interest in the granted premises, whether at law or in equity. And out of the money arising from such sale the said grantee, or her representatives shall be entitled to retain all sums then secured by this deed, whether then or there after payable, including all costs, charges and expenses incurred or sustained by reason of any failure or default on the part of the said grantor or her representatives to perform and fulfil the condition of this deed, or any covenant or agreement herein contained, rendering the surplus, if any, together with an account of all such costs, charges, and expenses to the said grantor or her heirs or assigns. And it is agreed that in case any sale shall be made as aforesaid, the grantor or her heirs or assigns will, upon request, execute and deliver such further deeds or instruments as may be necessary or proper to confirm such sale and to vest a perfect title to the premises sold in the purchaser thereof, that the said grantee, or her executors, administrators, or assigns, or any person or persons in their behalf, may purchase at such sale, and that no other purchaser shall be answerable for the application of the purchase money; and that until default in the performance of the condition of this deed, the grantor and her heirs and assigns may hold and enjoy the granted premises and receive the rents and profits thereof. In witness whereof we the said William H. Plummer and Sarah H. Plummer, in her own right hereunto set our hands and seals and affix and cancel

the stamp required by law, this sixth day of September in the year one thousand and eight hundred and seventy two.

William H. Plummer seal

Sarah H. Plummer seal

Signed, sealed and delivered }
in presence of D. B. Kimball } Commonwealth of Massachusetts, Essex ss, Sept. 6,
1872. Then personally appeared the above named Sarah H. Plummer and acknowledged the foregoing instrument to be her free act and deed.

Before me, D. B. Kimball Justice of the Peace.

Essex, ss. Recd. Sept. 6. 1872. 10 m. part 4 P. M. Rec. & Ex. by

Ephraim Brown Ref.

ed. and described as follows. Southerly on said Chestnut street 25 feet, Witerly by land of George Roundy 50 feet, Northwely by land of Charles Moulton 25 feet, and Easterly by land of Jervish Foster Jr. 50 feet, with all the rights and privileges to the same belonging.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said George Roundy and his heirs and assigns, to their own use and behoof forever. And I do hereby for myself and my heirs, executors and administrators covenant with the said grantee and his heirs and assigns that I am lawfully seized in fee simple of the granted premises; that they are free from all incumbrances, that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors and administrators shall warrant and defend the same to the said grantee and his heirs and assigns forever, against the lawful claims and demands of all persons. And for the consideration aforesaid I, Caroline E. Foster, wife of said Jervish Foster Jr. do hereby release unto the said grantee and his heirs and assigns all right of or to both dower and homestead in the granted premises.

In Witness Whereof, we the said Jervish Foster Jr., and Caroline E. Foster hereunto set our hands and seals this first day of September in the year one thousand eight hundred and seventy three.

Signed, sealed and delivered Jervish Foster Jr. seal
Caroline E. Foster seal

in presence of Saml. Porter } Commonwealth of Massachusetts
Wm. C. Lovett } Exec. ss. September 1st 1873. Then per-

sonally appeared the above named Jervish Foster Jr. and acknowledged the foregoing instrument to be his free act and deed before me, Saml. Porter Justice of the Peace.

Essex co. Rec. Sept. 1. 1873. 22m. before H. P. M. Rec. & Ex. by John Brown Ref.

Know all men by these presents, that we, William B. Plummer, of Salem, in the County of Essex and Commonwealth of Massachusetts, and Sarah B. Plummer, wife of said William B.

W. H. Plummer
to
M. P. Edwards
(ex A. E.)

seventy three.

Sarah H. Plummer Seal

Signed, sealed and delivered } William H. Plummer Seal

in presence of D. B. Simball } Essex. ss. September 1. 1873. Then personally appeared the above named William H. Plummer and Sarah H. Plummer and acknowledged the above instrument to be their free act and deed, before me, D. B. Simball Justice of the Peace Essex. ss. Rec. Sept. 1. 1873. 12 m. before 4 P. M. Rec. & Ex. by Eph. Brown Ref.

Know all men by these presents, that I, Joseph South^r of Charlestown, in the County of Middlesex, in consideration of nine thousand three hundred and thirty three dollars paid by Elbridge South^r of Lynn, in the County of Essex, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Elbridge ~~South~~ one undivided third part of the two following parcels of land with the buildings thereon, situated in said Lynn, and described as follows. Viz. the first lot is bounded Northwestly by Harrison Court, Northeastly by land now or lately of James S. Kelly, Southeastly by land lately of Jonathan Buffum, and Southwesterly by land of Patriots Lane. The second parcel is bounded Southwesterly by Harrison Court, Southwestly by land of E. H. Ashcroft, Northwestly by land of the Eastern Rail Road Company, Northeastly by land of James N. Buffum. To have and to hold the above granted premises, with the privileges and appurtenances thereto belonging to the said Elbridge South^r, and his heirs and assigns, to his and their use and behoof forever. And I the said Grantor for myself and my heirs, executors and administrators, do covenant with the said Grantee, and his heirs and assigns, that I am lawfully seized in fee simple of the aforegranted premises; that they are free from all incumbrances, that I have good right to sell and convey the same to the said Grantee and his 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.

J. South^r
to
E. South^r.

conditions therein contained and to redemption according to law. In witness whereof I hereto set my hand and seal this first day of November A.D. 1905.

Signed and sealed in presence of Wm. S. Felton } William B. Edwards seal Commonwealth of Massachusetts. Essex Co. November

1st. 1905. Then personally appeared the above named William B. Edwards and acknowledged the foregoing instrument to be his free act and deed, Before me.

Wm. S. Felton, Justice of the Peace.

Essex Co. Rec. Nov. 29, 1905, 55 m. part 11 a.m. Rec. 544 Willard J. Hare. Reg-

assignment
W. B. Edwards
to
G. S. Edwards.
by Edm

See
B. 2128 P. 261

Know all men by these presents, that I, William B. Edwards of Salem, Essex, County, Massachusetts, the assignee of a certain mortgage given by Frank Aldrich to Martha P. Edwards dated November 21, A.D. 1901 and recorded with Essex South Registry of Deeds, book 1659 page 343, in consideration of the principal and interest due on said mortgage paid by I, Wm. Edwards of said Salem, guardian of Chester Smith Edwards the receipt whereof is hereby acknowledged, do hereby assign, transfer and set over unto the said Chester Smith Edwards the said mortgage deed, the real estate thereby conveyed, and the note and claim thereby secured. To have and to hold the same to the said Chester Smith Edwards and his heirs and assigns to their own use and behoof forever, subject nevertheless to the conditions therein contained and to redemption according to law. In witness whereof I hereto set my hand and seal this first day of November A.D. 1905.

Signed and sealed in presence of Wm. S. Felton } William B. Edwards seal Commonwealth of Massachusetts. Essex Co. November 1st. 1905. Then personally

appeared the above named William B. Edwards and acknowledged the foregoing instrument to be his free act and deed, Before me.

William S. Felton, Justice of the Peace.

Essex Co. Rec. Nov. 29, 1905, 55 m. part 11 a.m. Rec. 544 Willard J. Hare. Reg-

G. S. Edwards
to
W. B. Edwards.

Know all men by these presents that I, George L. Edwards of Salem, Essex County, Massachusetts in consideration of one dollar and other good and valuable considerations to me paid by William B. Edwards of said Sa-

hem the receipt whereof is hereby acknowledged, do here-
 by give, grant, bargain, sell and convey unto the said Wil-
 iam B. Edwards one undivided fourth interest in the following
 described real estate:—A certain parcel of land with the build-
 ings thereon situate on Arbella Street in said Salem bound-
 ed and described as follows: Northeastly on Arbella Street for
 ty nine feet and four inches: Northwestly by land now or
 late of Goldsmith one hundred twelve feet; southwestly by
 land now or late of the Essex Railroad Company fifty feet
 southeastly by land of Edwards one hundred and twelve
 feet or until it reaches the land now or late of the Essex Rail-
 road and the point begun at on said street. Being the same
 estate conveyed to Martha P. Edwards by deed of George B. Warren
 dated May 25, 1870 and recorded with Essex South District Reg-
 istry of Deeds, Book 798 Leaf 12. A certain parcel of land with
 the buildings thereon situate on said Arbella Street and
 bounded and described as follows: Beginning at a point
 on said Arbella Street at land now or late of Honeycomb and
 running southwestly on said land now or late of Honey-
 comb one hundred twelve and one half feet: thence north-
 westerly by land now or late of the Eastern Railroad Com-
 pany fifty feet; thence northeastly by the lot above described
 one hundred twelve and one third feet: thence southeast-
 ly on said street fifty feet to the point of beginning. Being
 the same estate conveyed to the said Martha P. Edwards by
 deed of the said George B. Warren dated September 1, 1873 and re-
 corded with said Registry of Deeds, Book 887 Leaf 283. A certain
 parcel of land with the buildings thereon situate on the
 easterly side of Boston Street in said Salem and bounded
 and described as follows: Southwestly by said Boston Street
 thirty nine feet nine inches: northwestly by land now or
 late of John Kames one hundred twenty six feet: northeast-
 ly by land now or late of Burns thirty nine feet nine in-
 ches and southeastly by land now or late of Saunders one
 hundred twenty five feet and three inches. Being the same
 estate conveyed to the said Martha P. Edwards by deed of
 Edwards S. Saunders dated November 20, 1874 and recorded with
 said Registry, Book 917 Leaf 15. The title of the grantor in the
 above described real estate was acquired by him as one of the
 heirs-at-law of the said Martha P. Edwards. To have and
 to hold the granted premises with all the privileges and ap-
 purtenances thereto belonging to the said William B. Edwards

and his heirs and assigns to their own use and behoof forever. And I hereby for myself and my heirs, executors and administrators covenant with the grantee and his heirs and assigns that I am lawfully seized in fee simple of the granted premises that they are free from all incumbrances that I have good right to sell and convey the same as aforesaid and that I will and my heirs, executors and administrators shall warrant and defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons. In witness whereof the said George S. Edwards being unmarried hereunto set my hand and seal this first day of November in the year one thousand nine hundred and five.

Signed and sealed } George S. Edwards seal
 in presence of } Commonwealth of
 Wm. S. Felton } Massachusetts Essex.

November 1, 1905. Then personally appeared the above named George S. Edwards and acknowledged the foregoing instrument to be his free act and deed, Before me.

Wm. S. Felton, Justice of the Peace.

Essex Co. Mass. Nov 20, 1905. 55m. past 11 a.m. Personally *Richard J. Hale. Reg.*

G. M. Edwards
 Edm.
 to
 W. B. Edwards

Know all men by these presents that whereas I, Ida M. Edwards of Salem in the Commonwealth of Massachusetts, as guardian of Bessie Lee Edwards and brother Smith Edwards, minors and children of George S. Edwards late of said Salem by virtue of a license granted to me on the second day of October 1905 by the Probate Court for the County of Essex in said Commonwealth have sold the real estate of the said minor hereinafter described, at private sale, to William B. Edwards of said Salem for the sum of forty one hundred and fifty dollars. Now therefore, in consideration of the said sum of forty one hundred and fifty dollars to me paid by the said William B. Edwards, the receipt of which sum is hereby acknowledged, I do as guardian as aforesaid and by virtue of the aforesaid license, hereby grant bargain, sell and convey unto the said William B. Edwards one undivided half interest in the following described real estate: a certain parcel of land with the buildings thereon situate on Arbella Street in said Salem, bounded and described as follows: northeasterly on Arbella Street forty-nine feet and four inches; northeasterly by land now

Joseph F. Barnman Justice of the Peace.

Essex ss. Recd. June 24, 1910. 10 a.m. part 12 P.m. Recorded & Examined

W. B. Edwards
to
A. P. Meek.

Know all men by these presents that I, William B. Edwards of Lynn in the County of Essex and Commonwealth of Massachusetts in consideration of one dollar and other valuable consideration paid by Alice P. Meek of Salem in said County of Essex, single woman the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Alice P. Meek, a certain parcel of land with the buildings thereon in said Salem, bounded northeasterly on Arbella Street, forty nine feet and four inches; northwesterly by land now or late of Goldsmith, one hundred and twelve feet; southwestly by land now or late of the Essex Railroad Company, fifty feet; southeasterly by land of Edwards one hundred and twelve feet, or until it reaches the land now or late of the Essex Railroad and the part begun at on said Street. Also a certain parcel of land with the buildings thereon on said Arbella Street, bounded and described as follows, viz: Beginning at a point on said Arbella Street at land now or late of Honeycomb, and running southwestly on said land now or late of Honeycomb, one hundred twelve and one half feet; thence northwesterly by land now or late of the Essex Railroad Company, fifty feet; thence northeasterly by the lot above described one hundred and twelve and one third feet; thence southeasterly on said Street, fifty feet to the point of beginning. For title see deeds recorded with Essex South District Registry of Deeds, Book 1800, Pages 352, 354. Said two parcels are conveyed subject to a mortgage of seven thousand dollars held by the Salem Savings Bank. Also a certain parcel of land with the buildings thereon on said Arbella Street, bounded northeasterly on said Street about fifty feet; northwesterly by other land of Potter, formerly of Warren, about one hundred and twelve feet; southwestly by land now or formerly of the Essex Railroad Company, about fifty feet, and southeasterly by land now or late of the Grantor, formerly of Warren, about one hundred and twelve feet. For title see deed recorded with said Registry, Book 1957, Page 184. Said premises are conveyed subject to a mortgage of thirty-

three hundred dollars held by the Salem Five Cent Savings Bank. Said premises are conveyed subject to the taxes for 1910 which the Grantee assumes and agrees to pay. To have and to hold the granted premises with all the privileges and appurtenances thereto belonging to the said Alice R. Meek and her heirs and assigns to their own use and behoof forever. And I do hereby for myself and my heirs executors and administrators, covenant with the said grantee and her heirs and assigns that the granted premises are free from all incumbrances, 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. And for the consideration aforesaid S. Frances E. Edwards, wife of said William B. Edwards, do hereby release unto the said grantee and her heirs and assigns all right of or to both dower and homestead in the granted premises, and all rights by statutes and all other rights therein. In witness whereof we the said William B. Edwards and Frances E. Edwards hereunto set our hands and seals this twenty fourth day of June in the year one thousand nine hundred and ten.

Signed, sealed and delivered in presence of - } William B. Edwards seal
 Frances E. Edwards seal

Commonwealth of Massachusetts. Essex ss. June 24, 1910. Then personally appeared the above-named William B. Edwards and acknowledged the foregoing instrument to be his free act and deed, before me,
 Joseph O.A. Bealey Justice of the Peace.
 Essex ss. Recd. June 24, 1910. 10m. past 12 P.M. Recorded & Examined

Know all men by these presents that A. R. Meek R. Meek, of Salem in the County of Essex and Commonwealth of Massachusetts in consideration of Two Hundred Dollars paid by the Salem Savings Bank, a corporation duly established by law and located at Salem in the County of Essex and Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Salem Savings Bank, a certain parcel of land with the buildings thereon situated in said Salem and bounded north

A. R. Meek
 to
 Salem Sav. Bk.
 Discharge
 Over

Insurance Office as it or they shall approve, or in default thereof, shall on demand, pay to the Grantee or its successors or assigns, all such sums as it or they shall reasonably pay for such taxes, assessments and insurance with interest, and shall not commit or suffer any act or waste of the granted premises or any breach of any covenant herein contained; then this deed, as also a note dated this day, signed by the Grantor whereby for value received she promises to pay the Grantee or order the said principal sum and interest at the times aforesaid, shall be void. Said Grantor hereby covenants and agrees for the consideration aforesaid to punctually pay said taxes and assessments, and not to make claim to any reimbursements whatever therefor, and the nonpayment of such taxes and assessments when due and at any time after interest is charged thereon shall be deemed a breach of this mortgage. But if Default shall be made in the payment of any of the sums above mentioned or the interest thereon, or any part thereof, or of any provision or covenant hereof, then the Grantee or its successors or assigns may sell the granted premises, or such portion as may remain subject to this mortgage in case of any partial release thereof, with all the improvements that may be thereon, at public auction, either as a whole or by parcels; such sale to be in said Salem without notice or demand, except giving notice of the time and place of sale, once in each of the three successive weeks in any one newspaper published in said Salem and in its or their own name or names, or an attorney of the Grantor for that purpose hereby duly authorized; convey the same absolutely and in fee simple, to the purchaser accordingly; and as such attorney may assign any policies of fire insurance held by the mortgagee or its assigns; and out of the proceeds of such sale retain all sums then secured by this deed, (whether then or thereafter payable) with interest and all costs and expenses, and one per cent of the purchase money for the services of the Grantee in making said sale; paying the surplus, if any, to the Grantor or her heirs or assigns appearing of record entitled thereto on demand; and such sale shall forever bar the Grantor and all persons claiming under her from all right and interest

in the premises at law and in equity. And it is mutually agreed that the benefit of any entry shall inure to any purchaser at said sale, who shall be held to claim thereunder in case of any defect in the sale, that the Grantor or its successors or assigns may purchase at said sale, and that no other purchaser shall be answerable for the application of the purchase money. And the Grantor for herself and her heirs and assigns, do further covenant and with the Grantee and its successors and assigns that on such sale, she, or they will, upon request, execute and deliver such a release as shall confirm said sale, and vest the title to the premises sold in the purchaser thereof. And in case of any default as aforesaid she will and her heirs, executors, administrators and assigns shall upon demand pay all expenses incurred and reasonable charges made in advertising selling or foreclosing this mortgage, whether such foreclosure is completed or not. And Provided also, that until some breach of any of the conditions of this deed, the Grantee shall have no right to sell or to enter and take possession of the premises. *In Witness Whereof*, the said Alice R. Meek, being unmarried have hereunto set my hand and seal this twenty-fourth day of June in the year of our Lord one thousand nine hundred and ten. Alice R. Meek seal

Signed, sealed and delivered in presence of,
 U. S. Barkell }
 Commonwealth of Massachusetts }
 Essex ss June 24, 1910. }
 Then personally appeared the above named Alice R. Meek and acknowledged the above instrument to be her free act and deed, before me,
 U. S. Barkell Justice of the Peace.
 Essex ss Recd. June 24, 1910. 10 m. past 12 P.M. Recorded & Examined

A. R. Meek
 to
 W. B. Edwards
 Assignment
 B. 2071 P. 221
 Discharge
 B. 2072 P. 447

Know all men by these presents that I, Alice R. Meek, of Salem in the County of Essex and Commonwealth of Massachusetts in consideration of one thousand dollars paid by William B. Edwards of Lynn in said County of Essex the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said William B. Edwards, a certain parcel of land with the buildings thereon in said Salem, bounded Northeastly on Arbella Street, forty nine feet

and four inches. Northwesterly by land now or late of Goldsmith, one hundred and twelve feet; Southwesterly by land now or late of the Essex Railroad Company fifty feet; Southeasterly by land of Edwards, one hundred and twelve feet, or until it reaches the land now or late of the Essex Railroad and the point begun at on said S Street. Also a certain parcel of land with the buildings thereon on said Arbella Street, bounded and described as follows, viz: Beginning at a point on said Arbella Street, at land now or late of Honeycomb, and running Southwesterly on said land now or late of Honeycomb, one hundred twelve and one half feet; thence Northwesterly by land now or late of the Essex Railroad Company, fifty feet; thence Northeasterly by the lot above described one hundred and twelve and one third feet; thence Southeasterly on said Street, fifty feet to the point of Beginning. For title see deed recorded with Essex South District Registry of Deeds, Book 1800, Page 352. Said two parcels are conveyed subject to a mortgage of seventy two hundred dollars held by the Salem Savings Bank. Also a certain parcel of land with the buildings thereon on said Arbella Street, bounded Northeasterly on said Street about fifty feet; Northwesterly by other land of Potter, formerly of Warren, about one hundred and twelve feet; Southwesterly by land now or formerly of the Essex Railroad Company, about fifty feet, and Southeasterly by land now or late of the Grantor, formerly of Warren, about one hundred and twelve feet. For title see deed recorded with said Registry, Book 1957, Page 184. Said premises are conveyed subject to a mortgage of thirty three hundred dollars held by the Salem Five Cents Savings Bank. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging to the said William B. Edwards and his heirs and assigns to their own use and behoof forever. And I hereby for myself and my heirs, executors and administrators covenant with the grantee and his heirs and assigns that I am lawfully seized in fee simple of the granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same as aforesaid and that I will and my heirs, executors and administrators

shall warrant and defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons. Provided nevertheless that if I, or my heirs, executors, administrators, or assigns shall pay unto the grantee or his executors, administrators, or assigns, the sum of one thousand dollars as follows: viz: One hundred dollars in six months from date and fifty dollars each and every three months thereafter until said principal sum is paid in full, with interest quarterly at the rate of six per cent. per annum, and until such payment shall pay all taxes and assessments, to whomsoever laid or assessed, whether on the granted premises or on any interest therein, or on the debt secured hereby, shall keep the buildings on said premises insured against fire in a sum not less than One thousand dollars for the benefit of the grantee, and his executors, administrators and assigns, in such form and at such insurance offices as they shall approve; and, at least two days before the expiration of any policy on said premises, shall deliver to him or them a new and sufficient policy to take the place of the one so expiring; and shall not commit or suffer any strip or waste of the granted premises, or any breach of any covenant therein contained; Item this deed, as also a note of even date hereunto, signed by me whereby I promise to pay to the grantee, or order, the said principal sum and instalments of interest at the time aforesaid, shall be void. But upon any default in the performance or observance of the foregoing condition, the grantee or his executors, administrators or assigns, may sell the granted premises, or such portion thereof as may remain subject to this mortgage in case of any partial release hereof together with all improvements that may be thereon, by public auction in said Salem, either in whole or separate parcels, first publishing a notice of the time and place of sale once each week for three successive weeks in some one newspaper published in said Salem, the first publication of such notice to be not less than twenty one days before the day of sale, and may convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple

and such sale shall forever bar me and all persons claiming under me from all right and interest in the granted premises, whether at law or in equity. And out of money arising from such sale the grantee or his representatives shall be entitled to retain all sums then secured by this deed, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by them by reason of any default in the performance or observance of the said condition, reserving the surplus if any, to me or my heirs or assigns: and I hereby for myself and my heirs and assigns covenant with the grantee and his heirs, executors, administrators and assigns that, in case a sale shall be made under the foregoing power, I or they will upon request execute, acknowledge and deliver to the purchaser or purchasers a deed or deeds of release confirming such sale, and said grantee and his assigns are hereby appointed and constituted the attorney or attorneys irrevocable of the said grantor to execute and deliver to the said purchaser a full transfer of all policies of insurance on the buildings upon the land covered by this mortgage at the time of such sale. And it is agreed that the grantee, or his executor, administrator or assigns or any person or persons on their behalf, may purchase at any sale made as aforesaid, and that no other purchaser shall be answerable for the application of the purchase money; and that, until default in the performance or observance of the condition of this deed I and my heirs and assigns may hold and enjoy the granted premises and receive the rents and profits thereof. In witness whereof

I the said Alice R. Meek, being unmarried hereunto set my hand and seal this twenty fourth day of June in the year one thousand nine hundred and ten.

Signed and sealed
in presence of
Sidney Perley

Alice R. Meek

seal

Commonwealth of Massachusetts
Essex ss June 24, 1910.

Then personally appeared the above named Alice R. Meek and acknowledged the foregoing instrument to be her free act and deed, before me,

Sidney Perley

Justice of the Peace.

Essex ss. Recd. June 24, 1910. 10 a.m. paid 12 P.M. Recorded & Examined

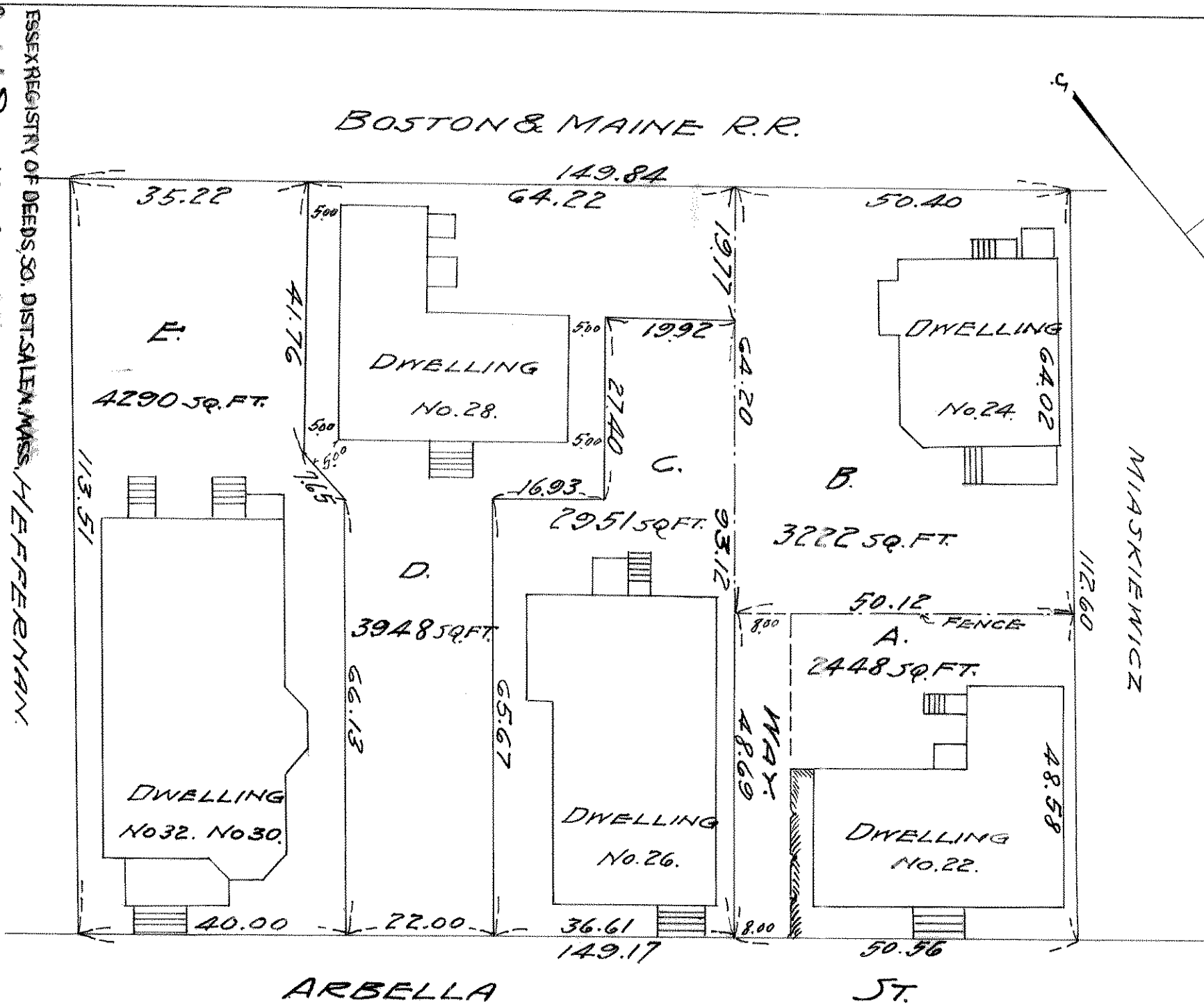
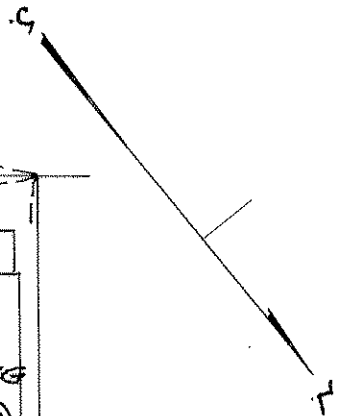
880
1948

LAND OF MABELLE FADLARD AND ANNIE M. HUTCHINS

SALEM, MASS.

SCALE 1/4" = 20 FT.
NOVEMBER, 1945.

Thomas A. O'Connell



ESSEX REGISTRY OF DEEDS, SO. DIST. SALEM, MASS. HEEFERMAN.

Received Dec. 16 1948 With Deed:

Annice M. Hutchins et al
to Arthur S. Ball et al

Book 83637 P 197 Filed No. 880 1948

Attest
Thomas A. O'Connell
Register of Deeds

Register of Deeds

STATE OF NEW YORK :
COUNTY OF *Westchester* : SS.:

On this *8* day of December, 1948, before me personally appeared MABELLE W. ADELARD, to me known and known to me to be the person mentioned and described in, and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same.

John C. Holmes
JOHN C. HOLMES
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1949

State of New York, }
County of Westchester, } ss.:

Nº 2772

I, Robert J. Field, Clerk of the County of Westchester and Clerk of the Supreme Court and County Court in and for said county, the same being copies of record having a seal, DO HEREBY CERTIFY, That *John C. Holmes* whose name is subscribed to the deposition, certificate of acknowledgment or proof of the annexed instrument, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such in Westchester County and throughout said State: that pursuant to law a commission, or a certificate of official character, and an autograph signature of said NOTARY PUBLIC, have been filed in my office; that said NOTARY PUBLIC was duly authorized by the laws of the State of New York to administer oaths and affirmations, to certify the acknowledgment or proof of deeds and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in said State, to protest notes and to take and certify depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature of said Notary Public on the annexed instrument with such Notary Public's autograph signature deposited in my office, and believe that the signature on the annexed instrument is genuine.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this *10th* day of *Dec* 194*8*
Robert J. Field
County Clerk and Clerk of the Supreme Court and County Court, Westchester, N. Y.

ESSEX SS. RECEIVED DEC. 10, 1948. 48 M. PAST 12 P.M. RECORDED & EXAMINED.

M. W. E.

KNOW ALL MEN BY THESE PRESENTS THAT I,
 MABELLE W. ADLARD, ^{also known as Mabelle F. Adlard.} residing at 39 Manor Lane, Pleasantville,
 County of Westchester, State of New York, have made,
 constituted, and appointed, and by these presents do make,
 constitute, and appoint FREDERICK L. WARNER, of 39 Manor
 Lane, Pleasantville, County of Westchester, State of New
 York, my true and lawful attorney for me and in my name and
 on my behalf to demand, sue for, collect, and give receipt
 for any and all moneys due or to become due to me; to
 deposit in my name in any banks any and all moneys received
 by him for me; to pay all bills now or hereafter payable by
 me; to draw checks and drafts upon all bank accounts and
 deposits now or hereafter belonging to me; to act for me
 in any matter in which I am or may hereafter become interest-
 ed; to do all things and make, execute, and acknowledge all
 contracts, agreements, and instruments which may be required
 to effectuate any matter pertaining to me, and generally,
 to act for me in all matters affecting me, with the same
 force and effect and to all intents and purposes as if I
 were personally present and acting for myself, hereby rati-
 fying and confirming whatsoever my said attorney shall do
 by authority hereof.

And in amplification of the foregoing and not in
 limitation thereof, to deal freely with any and all property
 real and personal, now or which may hereafter be owned by
 me or in which I have or may acquire any interest, and make,
 sell, acknowledge, and deliver any and all contracts, deeds,
 leases, mortgages, and all other instruments in writing as
 may be necessary to effectuate the foregoing matters.

IN WITNESS WHEREOF, I have hereunto set my
 hand and seal the 8 day of December, 1948.

Mabelle W. Adlard
 Mabelle W. Adlard.

Discharge
B. 5229
P. 172

I. Ida M. Higgins
of Salem, Essex County, Massachusetts,
being unmarried, for consideration paid, grant to the SALEM CO-OPERATIVE BANK,
situated in Salem, Essex County, Massachusetts, with MORTGAGE
COVENANTS to secure the payment of _____

Six Thousand Dollars
with interest thereon, payable in 192 consecutive monthly payments, during the term of this
mortgage. (which payments shall be first applied to interest and the balance thereafter remaining applied to prin-
cipal) all as provided in the note of even date for which this mortgage is given as collateral security, the land, with
the buildings thereon, situated in said Salem, bounded and described as follows:

Northeasterly by Arbella Street thirty-six and 61/100 (36.61) feet;

Northwesterly by Lot A on plan hereinafter mentioned ninety-three and
12/100 (93.12) feet;

Southwesterly by Lot D on said plan nineteen and 92/100 (19.92) feet;

Southeasterly by said Lot D twenty-seven and 40/100 (27.40) feet;

Southwesterly by said Lot D sixteen and 93/100 (16.93) feet;

Southeasterly by said Lot D sixty-five and 67/100 (65.67) feet.

Being Lot C on plan of "Land of Mabelle F. Adlard and Annie M. Hutchins,
Salem, Mass. November 1945. Thomas A. Appleton, C. E." and containing
2951 square feet, according to said plan.

Being the same premises conveyed to me by deed of Mabelle F. Adlard
and Annie M. Hutchins, to be recorded herewith.

Including as part of the realty, all portable or sectional buildings at any time placed upon said premises
and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, screens, mantels, shades, screen doors, storm
doors and windows, oil burners, gas burners and all other fixtures of whatever kind and nature at present or
hereafter installed in or on the granted premises in any manner which renders such articles usable in connection
therewith so far as the same are or can by agreement of parties, be made a part of the realty.

This mortgage is upon the statutory condition and upon the further conditions that the provisions of Gen-
eral Laws Chapter 170 Sections 36 A, B, C, and D (Acts of 1941, Chapter 293) and any amendments thereof
shall at all times be complied with and upon the further condition that the mortgagor shall pay to the mortgagee
monthly, in addition to all other payments hereinbefore set forth, an amount equal to one-twelfth (1/12) of
the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of
taxes when they shall become due, and any balance due thereon shall be paid by the mortgagor as provided for in
said statutory conditions: the amount to be paid for taxes shall be adjusted in November of each year based on
the tax bill for that year.

We, Annie M. Hutchins, widow, of Belmont, County of Middlesex and Commonwealth of Massachusetts, and Mabelle F. Adlard, widow, of Pleasantville, New York,

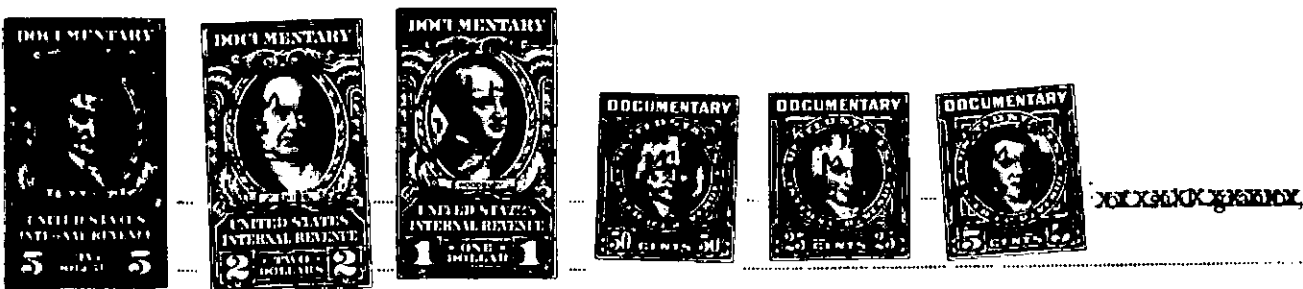
for consideration paid, grant to Ida M. Higgins

of Salem, Essex County, Massachusetts, with quitclaim covenants

A certain parcel of land with the buildings thereon being #26 Arbella Street in said Salem, bounded and described as follows: (Description and encumbrances, if any)

Beginning on said Arbella Street at Lot A shown on a plan hereinafter referred to and thence running Southeasterly by Arbella Street 36.61 feet; thence turning and running Southwesterly by Lot D on said plan 65.67 feet; thence turning and running Northwesterly by said Lot D 16.93 feet to a corner; thence turning and running Southwesterly by said Lot D 27.40 feet to a corner; thence turning and running Northwesterly by other land of the grantors 19.92 feet to Lot B shown on said plan; thence turning and running Northeasterly by Lots B and A shown on said plan 93.42 feet to Arbella Street and the point of beginning.

Being Lot C shown on a plan entitled "Land of Mabelle F. Adlard and Annie M. Hutchins, Salem, Mass., November, 1945, Thomas A. Appleton C. E." to be recorded in the Essex South District Registry of Deeds.



Witness our hand and seals this tenth day of December 1948.

Annie M. Hutchins
Mabelle F. Adlard

The Commonwealth of Massachusetts

Essex, ss. December 10th 1948.

Then personally appeared the above named Annie M. Hutchins

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

Wm. D. Chapple
Notary Public

My commission expires Jan 31, 1952

Essex ss. Received Dec. 10, 1948. 48 m. past 12 P.M. Recorded and Examined.

See
B.4493 P.139

We, Martine Callahan and Mary E. Callahan, husband and wife,
tenants by the entirety,

of Salem Essex County, Massachusetts,
being unmarried, for consideration paid, grant to the SALEM CO-OPERATIVE BANK,
situated in Salem Essex County, Massachusetts, with MORTGAGE
COVENANTS to secure the payment of

Forty Two Hundred Dollars

with interest thereon, payable in 192 consecutive monthly payments, during the term of this mortgage, (which payments shall be first applied to interest and the balance thereafter remaining applied to principal) all as provided in the note of even date for which this mortgage is given as collateral security, the land, with the buildings thereon, situated in said Salem, bounded and described as follows:

Northeasterly by Arbella Street twenty-two (22) feet;

Southeasterly by Lot E on plan hereinafter mentioned sixty-six and 13/100 (66.13) feet;

Easterly by said Lot E seven and 65/100 (7.65) feet;

Southeasterly again by said Lot E forty-one and 76/100 (41.76) feet;

Southwesterly by land of the Boston & Maine Railroad sixty-four and 22/100 (64.22) feet;

Northwesterly by Lot B on said plan nineteen and 77/100 (19.77) feet;

Northeasterly by Lot C on said plan nineteen and 92/100 (19.92) feet;

Northwesterly by said Lot C twenty-seven and 40/100 (27.40) feet;

Northeasterly by said Lot C sixteen and 93/100 (16.93) feet;

Northwesterly by said Lot C sixty-five and 67/100 (65.67) feet.

Being Lot D on plan of "Land of Mabelle F. Adlard and Annie M. Hutchins, Salem, Mass. November 1945. Thomas A. Appleton, C. E." and containing 3948 square feet, according to said plan.

Being the same premises conveyed to us by deed of Mabelle F. Adlard and Annie M. Hutchins, to be recorded herewith.

Including as part of the realty, all portable or sectional buildings at any time placed upon said premises and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, screens, mantels, shades, screen doors, storm doors and windows, oil burners, gas burners and all other fixtures of whatever kind and nature at present or hereafter installed in or on the granted premises in any manner which renders such articles usable in connection therewith so far as the same are or can by agreement of parties, be made a part of the realty.

This mortgage is upon the statutory condition and upon the further conditions that the provisions of General Laws Chapter 170 Sections 36 A, B, C, and D (Acts of 1941, Chapter 293) and any amendments thereof shall at all times be complied with and upon the further condition that the mortgagor shall pay to the mortgagee monthly, in addition to all other payments hereinbefore set forth, an amount equal to one-twelfth (1/12) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall become due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory conditions; the amount to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year.

This mortgage is upon the further conditions that the mortgagor shall keep the buildings now or hereafter standing on said land insured against fire and (when required by the mortgagee) also against other casualties and contingencies, in sums satisfactory to the mortgagee; and all insurance upon said buildings shall be for the benefit of, and first payable in case of loss to the mortgagee, and the mortgagor shall deposit all of said insurance policies with the mortgagee.

[REDACTED]

Failure to comply with the conditions under which this mortgage is written or failure to make any of the payments as required in the note secured hereby within thirty (30) days from the date when the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

The holder hereof shall have the STATUTORY POWER OF SALE for any breach of any of the conditions or provisions of this mortgage or the note secured hereby.

~~husband~~ of said mortgagor
~~wife~~

~~release to the mortgagee all rights of tenancy by the curtesy and other interests in the mortgaged premises~~
~~dower and homestead~~

Witness OUR hands and seals this 10th day of December 1948.

Martin Callahan
Mary E Callahan

The Commonwealth of Massachusetts

ESSEX COUNTY ss. Salem, Massachusetts December 10, 1948.

Then personally appeared the above named Martin Callahan

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

Daniel C. Fitz
Notary Public - Justice of the Peace

Daniel C. Fitz.
My Commission Expires March 26, 1954.

Essex ss. Received Dec. 10, 1948. 48 m. past 12 P.M. Recorded and Examined.

We, Mary Etta Callahan and Mary Elizabeth Callahan, as joint tenants with Right of Survivorship

of Salem Essex County, Massachusetts,

being unmarried, for consideration paid, grant to Arthur G. Spanks and Marilyn P. Spanks

husband and wife as tenants by the entirety

of said Salem with quitclaim covenants

the land with the buildings thereon, situated on Arbella Street, in said Salem

[Description and encumbrances, if any]

being shown as Lot D on a plan entitled "Land of Mabelle P. Adard and Annie M. Hutchins, Salem, Mass., November 1945, Thomas A. Appleton, C. E.", recorded with Essex South District Registry of Deeds, Book 3637, Page 197, bounded and described as follows:

Beginning on Arbella Street at Lot C shown on said plan and thence running

- SOUTHERLY by Arbella Street, twenty-two (22) feet to Lot E on said plan; thence turning and running
- SOUTHWESTERLY by said Lot E, sixty-six and 13/100 (66.13) feet; thence turning and running
- SOUTHERLY by said Lot E, seven and 65/100 (7.65) feet to a corner; thence turning and running
- SOUTHWESTERLY by said Lot E, forty-one and 76/100 (41.76) feet to land of the Boston and Maine Railroad; thence turning and running
- NORTHWESTERLY by said land of the Boston and Maine Railroad, sixty-four and 22/100 (64.22) feet to Lot B on said plan; thence turning and running
- NORTHEASTERLY by said Lot B nineteen and 77/100 (19.77) feet; thence turning and running
- SOUTHEASTERLY by Lot C on said plan, nineteen and 92/100 (19.92) feet; thence turning and running
- NORTHEASTERLY by said Lot C twenty-seven and 40/100 (27.40) feet to a corner; thence turning and running
- SOUTHEASTERLY by said Lot C, sixteen and 93/100 (16.93) feet; thence turning and running
- NORTHEASTERLY by said Lot C, sixty-five and 67/100 (65.67) feet to said Arbella Street and the point of beginning.

Being the same premises conveyed to us by Deed of Mary Etta Callahan, dated March 3, 1961, recorded in said Registry, Book 4748, Page 380.

Mass. Excise Stamps \$ 16.95 affixed and cancelled on back of this instrument

~~husband~~ ~~of said grantor~~ ~~wife~~

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

Witness our hands and seal this 25th day of April 1966

[Signature]

Mary Etta Callahan

[Signature]

Mary Elizabeth Callahan

The Commonwealth of Massachusetts

Essex ss.

April 25, 1966

Then personally appeared the above named Mary Etta Callahan and Mary Elizabeth Callahan

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

U. S. Docum. Stamps \$ 16.50 affixed and cancelled on back of this instrument

[Signature]
Notary Public - Justice of the Peace

~~commission expires~~

~~1966~~

NOTARY PUBLIC

My Commission Expires Nov. 3, 1972

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

Essex ss. Recorded Apr. 25, 1966. 39 m. past 3 P.M. #201

See
B 9997
P 107

We, Arthur G. Spanks and Marilyn P. Spanks, husband and wife as tenants by the entirety

of Salem Essex County, Massachusetts,

being unmarried for consideration paid, grant to the SALEM FIVE CENTS SAVINGS BANK, a Corporation duly established by law in Salem, County of Essex and Commonwealth of Massachusetts,

with mortgage covenants, to secure the payment of

FOURTEEN THOUSAND FOUR HUNDRED Dollars

with interest thereon, or on such part thereof as shall from time to time remain unpaid, payable as provided in a certain note of even date, and also to secure the performance of all agreements herein set forth and set forth in said note

A parcel of land, together with the buildings thereon in Salem situated on Arbella Street in the County of Essex and said Commonwealth and being known as No.

Street in said Salem more particularly bounded and described as follows:

being shown as Lot D on a plan entitled "Land of Mabelle F. Adard and Annie M. Hutchins, Salem, Mass., November 1945, Thomas A. Appleton, C. E.", recorded with Essex South District Registry of Deeds, Book 3637, Page 197, bounded and described as follows:

Beginning on Arbella Street at Lot C shown on said plan and thence running

- SOUTHERLY by Arbella Street, twenty-two (22) feet to Lot E on said plan; thence turning and running
- SOUTHWESTERLY by said Lot E, sixty-six and 13/100 (66.13) feet; thence turning and running
- SOUTHERLY by said Lot E, seven and 65/100 (7.65) feet to a corner; thence turning and running
- SOUTHWESTERLY by said Lot E, forty-one and 76/100 (41.76) feet to land of the Boston and Maine Railroad; thence turning and running
- NORTHWESTERLY by said land of the Boston and Maine Railroad, sixty-four and 22/100 (64.22) feet to Lot B on said plan; thence turning and running
- NORTHEASTERLY by said Lot B, nineteen and 77/100 (19.77) feet; thence turning and running
- SOUTHEASTERLY by Lot C on said plan, nineteen and 92/100 (19.92) feet; thence turning and running
- NORTHEASTERLY by said Lot C, twenty-seven and 40/100 (27.40) feet to a corner; thence turning and running
- SOUTHEASTERLY by said Lot C, sixteen and 93/100 (16.93) feet; thence turning and running
- NORTHEASTERLY by said Lot C, sixty-five and 67/100 (65.67) feet to said Arbella Street and the point of beginning.

Being the same premises conveyed to us by Deed of Mary Etta Callahan, et al, dated April 25, 1966, to be recorded herewith.

Also, insofar as the same are, or can by agreement of the parties be made a part of the realty, all of the following articles now or hereafter on the above described premises or used therewith: Portable or sectional buildings; bathroom, plumbing, heating, lighting, refrigerating, ice making, ventilating and air conditioning apparatus and equipment; garbage incinerators and receptacles; elevators and elevator machinery; boilers; stoves; tanks; motors; sprinkler and fire extinguishing systems; door bell and alarm systems; window shades; screens; awnings; screen doors; storm and other detachable windows and doors; mantels; built-in cases, counters, closets, chests of drawers and mirrors; trees, hardy shrubs and perennial flowers; and other fixtures whether or not included in the foregoing enumeration.

The mortgagor agrees as follows:—In case any default in any condition of this mortgage shall exist for more than thirty days, the entire mortgage debt shall become due at the option of the holder;—in case any default in any condition of this mortgage shall occur, the holder, to cure such default, may apply any deposits or any sums credited by or due from the holder to the mortgagor without first enforcing any other rights of the holder against the mortgagor, any endorser or guarantor of the mortgage note, or the mortgaged premises;—no sale of the premises hereby mortgaged, no forbearance on the part of the holder, and no extension, whether oral or in writing, of the time for the payment of the whole or any part of the debt hereby secured or any other indulgence given by the holder to any persons other than the mortgagor, shall operate to release or in any manner affect the original liability of the mortgagor, notice of any such extensions or indulgences being waived;—to keep the mortgaged premises in repair and permit the mortgagee to inspect the same at such time as it desires.

The holder of this mortgage is hereby authorized to pay when due, or at any time thereafter, all Federal, State and municipal taxes, charges or assessments, and insurance premiums, upon the mortgage, note and mortgaged property and to charge the same to the account of the mortgagor, regardless of whether levied against the holder or mortgagor. In order to provide the mortgagee with sufficient funds with which to make said payments the mortgagor shall pay to the mortgagee on the twenty-fifth day of each month in addition to the payment of principal and interest provided for in the note secured by this mortgage, a monthly apportionment of the sum estimated by the mortgagee to be sufficient to make all said payments as they shall become due, and if the sum so estimated shall prove insufficient, the mortgagor shall pay the deficiency to the mortgagee upon demand.

The holder of this mortgage is hereby authorized to make partial releases at any time and to receive therefor such amounts as shall seem proper to the holder and the amount so received shall be conclusive upon the mortgagor.

This mortgage, in addition to the other conditions contained herein and to the statutory conditions, is subject to the further condition that the mortgagor, in addition to insurance against fire, shall (when required by the mortgagee) insure the buildings now or hereafter standing on the premises against war risks and damages and against other casualties and contingencies in sums satisfactory to the mortgagee; and all insurance on said buildings shall be for the benefit of and first payable in case of loss to the mortgagee, and the mortgagor shall deposit all of said policies with the mortgagee.

The word "holder" as used herein shall be construed as descriptive of the mortgagee named herein and of any subsequent holder or holders hereof;—and the word "mortgagor" as used herein shall be construed as descriptive of the mortgagors named herein and of any subsequent owner or owners of the equity of redemption of the mortgaged premises.

All of the within covenants and agreements of the mortgagor are made by the mortgagor or mortgagors named herein for themselves, their heirs, executors, administrators, successors and assigns.

This mortgage is upon the Statutory Condition and upon further condition that all covenants and agreements on the part of the mortgagor herein contained or referred to shall be kept and fully performed, for any breach of which conditions or in the event of a sale or transfer of the mortgaged premises by the mortgagor the holder shall have the Statutory Power of Sale.

Witness our hands and seal this 25th day of April 1966

Samuel W. Chubbett
(to hold)

Arthur G. Spanks
Arthur G. Spanks

Marilyn P. Spanks
Marilyn P. Spanks

Commonwealth of Massachusetts

Essex ss. April 25 1966

Then personally appeared the above named Arthur G. Spanks and Marilyn P. Spanks

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

Samuel W. Chubbett

Notary Public

My Commission Expires

NOTARY PUBLIC

My Commission Expires Nov. 3, 1972

Essex ss. Recorded Apr. 25, 1966. 39 m. past 3 P.M. # 202

QUITCLAIM DEED

2005101400728 Bk:24950 Pg:421
10/14/2005 13:36:00 DEED Pg 1/2

Locus: 28 Arbella Street, Salem, Massachusetts 01970

I, ARTHUR G. SPANKS A/K/A ARTHUR G. SPANKS, JR. of Salem, Essex County, Massachusetts for consideration paid and in full consideration of Two Hundred Ninety Five Thousand Dollars and 00/100 (\$295,000.00) grant to CHRISTINE MAKARY AND STEPHANIE L. BAILEY of 28 Arbella Street, Salem, Massachusetts as joint tenants with rights of survivorship

with QUITCLAIM COVENANTS

The land with the buildings thereon, situated at 28 Arbella Street, in said Salem being shown as Lot D on a plan entitled "Land of Mabelle F. Adard and Annie M. Hutchins, Salem, Mass., November 1945, Thomas A. Appleton C.E.", recorded with Essex South District Registry of Deeds, Book 3637, Page 197, bounded and described as follows:

Beginning on Arbella Street at Lot C shown on said plan and thence running:

SOUTHERLY by Arbella Street, twenty-two (22) feet to Lot E on said plan; thence turning and running

SOUTHWESTERLY by said Lot E, sixty-six and 13/100 (66.13) feet; thence turning and running

SOUTHERLY by said Lot E, seven and 65/100 (7.65) feet to a corner; thence turning and running

SOUTHWESTERLY by said Lot E, forty-one and 76/100 (41.76) feet to land of the Boston and Maine Railroad; thence turning and running

NORTHWESTERLY by said land of the Boston and Maine Railroad, sixty-four and 22/100 (64.22) feet to Lot B on said plan; thence turning and running

NORTHEASTERLY by said Lot B nineteen and 77/100 (19.77) feet; thence turning and running

SOUTHEASTERLY by Lot C on said plan, nineteen and 92/100 (19.92) feet; thence turning and running

NORTHEASTERLY by said Lot C twenty-seven and 40/100 (27.40) feet to a corner; thence turning and running

SOUTHEASTERLY by said Lot C, sixteen and 93/100 (16.93) feet; thence turning and running

Locus: 28 Arbella Street, Salem, Massachusetts 01970

NORTHEASTERLY by said Lot C, sixty-five and 67/100 (65.67) feet to said Arbella Street and the point of beginning.

For grantor's title, see Deed of Arthur G. Spanks and Marilyn P. Spanks dated May 5, 1989 and recorded with the Essex South District Registry of Deeds in Book 9993, Page 111. See also Death Certificate of Marilyn P. Spanks recorded in Book 18713, Page 54 and deed recorded in Book 5355, Page 534

Witness my hand and seal this 14th day of October, 2005.

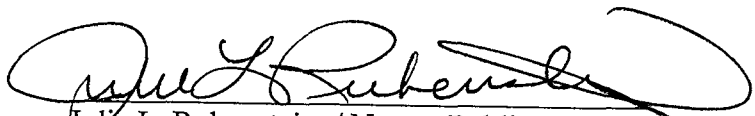

ARTHUR G. SPANKS

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

October 14, 2005

On this 14th day of October, 2005, before me, the undersigned notary public, personally appeared ARTHUR G. SPANKS, proved to me through satisfactory evidence of identification which were MA Drivers License to be the person whose name is signed on the preceding or attached document, and acknowledged the foregoing instrument to be their free act and deed.


Julie L. Rubenstein / Notary Public
My Commission Expires: October 1, 2010

SALEM
DEEDS REG 10
ESSEX SOUTH
10/14/05 1:42PM
000000 #7033
FEE \$1345.20
CASH \$1345.20
CANCELLED



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Return To:
Salem Five Mortgage Company, LLC
210 Essex Street
Salem, MA 01970
Attention: Post Closing Department


2005101400729 Bk:24950 Pg:423
10/14/2005 13:36:00 MTG Pg 1/16

Prepared By:
Jasper Swiniuch

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MORTGAGE

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated October 14, 2005, together with all Riders to this document.
- (B) "Borrower" is CHRISTINE MAKARY and STEPHANIE L. BAILEY

Borrower is the mortgagor under this Security Instrument.


(C) "Lender" is Salem Five Mortgage Company, LLC

Lender is a Delaware Limited Liability Company organized and existing under the laws of Delaware

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MASSACHUSETTS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3022 1/01

 -6(MA) (0401)
MW 01/04

Initials: 

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VMP Mortgage Solutions (800)521-7291



Lender's address is 210 Essex Street, Salem, MA 01970

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated October 14, 2005. The Note states that Borrower owes Lender Two Hundred Thirty Six Thousand and no/100 Dollars

(U.S. \$ 236,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 1, 2035

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

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

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

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

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

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

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

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

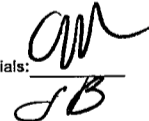
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of Essex [Name of Recording Jurisdiction]:
SEE ATTACHED EXHIBIT "A"

Parcel ID Number:
28 ARBELLA ST
SALEM
("Property Address"):

which currently has the address of
[Street]
[City] , Massachusetts 01970 [Zip Code]

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

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

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currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

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

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due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

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

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

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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

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

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

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

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

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

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

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

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

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

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

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12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

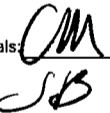
Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

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

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Initials: 

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

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

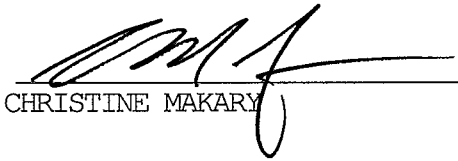
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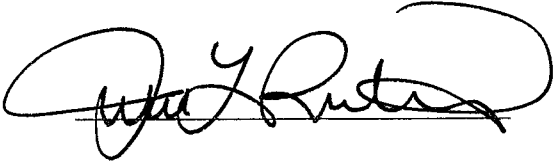
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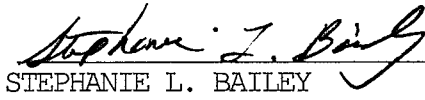
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:



 (Seal)
CHRISTINE MAKARY -Borrower



 (Seal)
STEPHANIE L. BAILEY -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
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-Borrower

____ (Seal)
-Borrower

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COMMONWEALTH OF MASSACHUSETTS,

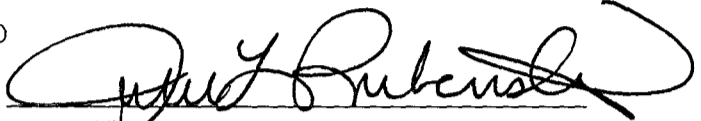
Essex

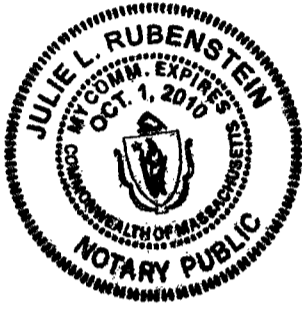
County ss:

On this 14th day of October, 2005, before me, the undersigned notary public, personally appeared CHRISTINE MAKARY and STEPHANIE L. BAILEY

proved to me through satisfactory evidence of identification, which was/were MA Drivers Licenses to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

My Commission Expires: October 1, 2010
(Seal)


Notary Public



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Initials: 

SCHEDULE A

Locus: 28 Arbella Street, Salem, Massachusetts 01970

The land with the buildings thereon, situated at 28 Arbella Street, in said Salem being shown as Lot D on a plan entitled "Land of Mabelle F. Adard and Annie M. Hutchins, Salem, Mass., November 1945, Thomas A. Appleton C.E.", recorded with Essex South District Registry of Deeds, Book 3637, Page 197, bounded and described as follows:

Beginning on Arbella Street at Lot C shown on said plan and thence running:

SOUTHERLY by Arbella Street, twenty-two (22) feet to Lot E on said plan; thence turning and running

SOUTHWESTERLY by said Lot E, sixty-six and 13/100 (66.13) feet; thence turning and running

SOUTHERLY by said Lot E, seven and 65/100 (7.65) feet to a corner; thence turning and running

SOUTHWESTERLY by said Lot E, forty-one and 76/100 (41.76) feet to land of the Boston and Maine Railroad; thence turning and running

NORTHWESTERLY by said land of the Boston and Maine Railroad, sixty-four and 22/100 (64.22) feet to Lot B on said plan; thence turning and running

NORTHEASTERLY by said Lot B nineteen and 77/100 (19.77) feet; thence turning and running

SOUTHEASTERLY by Lot C on said plan, nineteen and 92/100 (19.92) feet; thence turning and running

NORTHEASTERLY by said Lot C twenty-seven and 40/100 (27.40) feet to a corner; thence turning and running

SOUTHEASTERLY by said Lot C, sixteen and 93/100 (16.93) feet; thence turning and running

NORTHEASTERLY by said Lot C, sixty-five and 67/100 (65.67) feet to said Arbella Street and the point of beginning.

For title reference see deed of Arthur G. Spanks dated October 14, 2005 and recorded herewith.

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Massachusetts Cultural Resource Information System

Scanned Record Cover Page

Inventory No:	SAL.3135
Historic Name:	Plummer, William H. House
Common Name:	Edward, William H. - Meek, Alice R. House
Address:	28 Arbella St
City/Town:	Salem
Village/Neighborhood:	Bridge Street
Local No:	36-0393
Year Constructed:	c 1870
Architect(s):	
Architectural Style(s):	Italianate
Use(s):	Single Family Dwelling House
Significance:	Architecture
Area(s):	SAL.ER: Arbella Street Area SAL.IV: Bridge Street Neck Historic District
Designation(s):	Nat'l Register District (07/19/2002)
Building Materials(s):	Roof: Asphalt Shingle Wall: Asbestos Shingle; Wood Foundation: Brick



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

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

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

Data available via the MACRIS web interface, and associated scanned files are for information purposes only. THE ACT OF CHECKING THIS DATABASE AND ASSOCIATED SCANNED FILES DOES NOT SUBSTITUTE FOR COMPLIANCE WITH APPLICABLE LOCAL, STATE OR FEDERAL LAWS AND REGULATIONS. IF YOU ARE REPRESENTING A DEVELOPER AND/OR A PROPOSED PROJECT THAT WILL REQUIRE A PERMIT, LICENSE OR FUNDING FROM ANY STATE OR FEDERAL AGENCY YOU MUST SUBMIT A PROJECT NOTIFICATION FORM TO MHC FOR MHC'S REVIEW AND COMMENT. You can obtain a copy of a PNF through the MHC web site (www.sec.state.ma.us/mhc) under the subject heading "MHC Forms."

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

This file was accessed on: Friday, June 7, 2019 at 6:48: PM

FORM B – BUILDING

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

36-0393	Salem	IV, ER	SAL.3135
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Town/City: Salem

Place: (*neighborhood or village*):
 Bridge Street Neck

Address: 28 Arbella Street

Historic Name: William H. Plummer House

Uses: Present: single family dwelling house

Original: single family dwelling house

Date of Construction: ca. 1870

Source: visual inspection

Style/Form: Italianate

Architect/Builder: unknown

Exterior Material:

Foundation: brick

Wall/Trim: asbestos shingle

Roof: asphalt shingle

Outbuildings/Secondary Structures:
 none

Major Alterations (*with dates*):

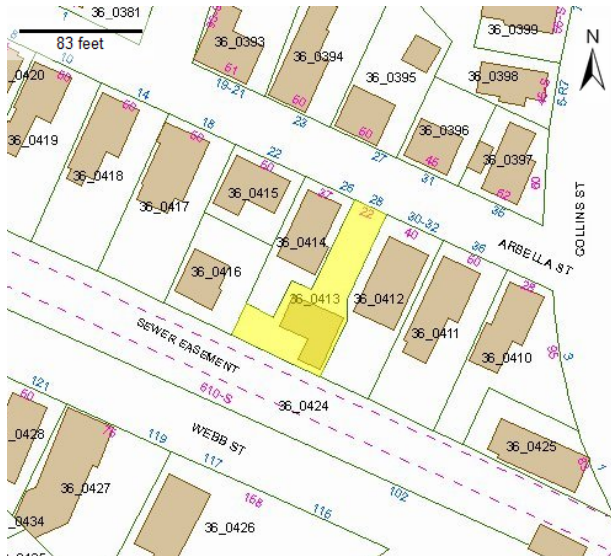
Date unknown – asbestos shingles, front dormer, new window sash

Condition: fair (due to siding)

Moved: no yes **Date:** ca.1900

Acreage: 0.09 acre

Setting: mixed residential neighborhood

Photograph**Locus Map**

Recorded by: Lisa Mausolf

Organization: City of Salem

Date (*month / year*): March 2011

RECEIVED

SEPT 01 2011

MASS. HIST. COMM.

INVENTORY FORM B CONTINUATION SHEET

SALEM

28 ARBELLA STREET

MASSACHUSETTS HISTORICAL COMMISSION

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

IV,ER	SAL.3135
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Recommended for listing in the National Register of Historic Places.

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

ARCHITECTURAL DESCRIPTION:

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

The house at 28 Arbella Street is set on the back lot between 26 and 30-32 Arbella Street. The 1 ½-story, side-gabled dwelling is set on a brick foundation and is sheathed in asbestos shingles. The gable roof is sheathed in asphalt shingles with overhanging eaves ending in returns. Centered on the three-bay facade, the main entrance is sheltered by a well-preserved, flat-roofed denticulated door hood with the two brackets adorned by large beads, rondels and pendants. The door itself is a modern multi-light replacement but it is capped by two original transom lights. The adjacent window openings have modern 2/2 vinyl sash but retain molded surrounds and entablature lintels set on brackets that are smaller versions of those on the entrance. The shed dormer spanning the front roof slope is a later addition. Aligned with the east wall of the house is a single-story ell and a rear deck.

This house is a contributing property in the Bridge Street Neck Historic District, listed on the National Register on July 19, 2002.

HISTORICAL NARRATIVE

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

It appears that this house may have been originally located on the present site of 30-32 Arbella Street. The 1874 map shows a house with roughly this shape on that site, owned by William H. Plummer. Plummer was a shoemaker who lived at 16 Saunders Street and apparently rented this house out.

The 1897 map shows the land was still vacant at that time but was owned by William H. Edwards a contractor and building mover. The house appears to have been moved to its present site about 1906. The 1911 map shows a house believed to be 28 Arbella Street (?) in place, but without the rear ell and aligned directly behind #26. This house along with 22, 24, 26, and 30, is shown as being owned by William H. Edwards although deeds suggest he sold the property in 1910 (see below).

From 1907 to about 1910 the house (then 10 ½ Arbella Street) was rented to George S. Norton who worked as a traveling salesman for an oil company. He lived here with his wife May, two daughters, his mother Emeline and his father George. In 1917 the house number was changed from 10 ½ to 28.

Deeds indicate that in 1910 the entire Arbella Street property was sold by William H. Edwards to Alice R. Meek (Book 2028, Page 570). Miss Meek apparently purchased them as income-producing properties. She lived on Essex Street and was the head of the Henry M. Meek Publishing Company, makers of directories. The property was sold by Annie (Meek) Hutchins and Mabel Adlard to Martin and Mary Callahan in 1948 (Book 3637/205). Census records indicate that in 1920 the house was rented to Louis Benway, a French Canadian wagon driver for a coal company. He lived here with his wife Hattie, two daughters, two sons and a son-in-law.

BIBLIOGRAPHY and/or REFERENCES

City of Salem, Building Permits, 1871-1889. [Salem City Hall].
Essex County Registry of Deeds, Salem, Massachusetts.
Hopkins, G.M. *Atlas of Salem, Massachusetts*. Philadelphia: 1874.
Salem Directories, various dates.
U.S. Census, 1880-1930.

Massachusetts Cultural Resource Information System

Scanned Record Cover Page

Inventory No:	SAL.3134
Historic Name:	Edwards, William G. Double House
Common Name:	
Address:	30-32 Arbella St
City/Town:	Salem
Village/Neighborhood:	Bridge Street
Local No:	36-412
Year Constructed:	1911
Architect(s):	
Architectural Style(s):	Colonial Revival
Use(s):	Multiple Family Dwelling House
Significance:	Architecture
Area(s):	SAL.ER: Arbella Street Area SAL.IV: Bridge Street Neck Historic District
Designation(s):	Nat'l Register District (07/19/2002)
Building Materials(s):	Roof: Asphalt Shingle Wall: Wood; Wood Clapboard



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

This file was accessed on: Sunday, June 16, 2019 at 3:10: PM

BS

SAL. 3134
ER 3134

7/19/82
AROLS

AREA	FORM NO.
36	412

FORM B - BUILDING

MASSACHUSETTS HISTORICAL COMMISSION
80 BOYLSTON STREET, BOSTON, MA 02116



Salem

30-32 Arbella St.

Name _____

Present residential

Original " "

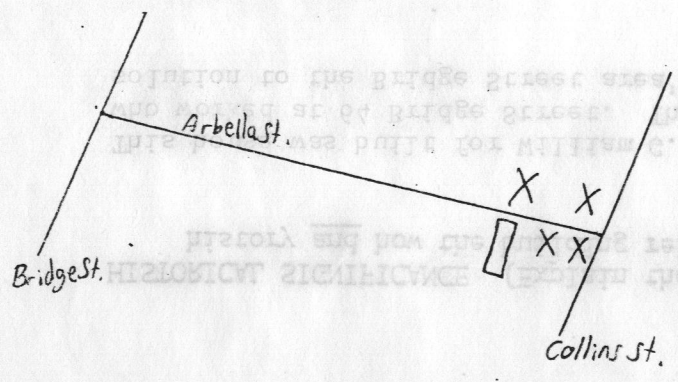
DESCRIPTION:

1911

City Directories

SKETCH MAP

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



Style Colonial Revival, Two-Family

Architect _____

Exterior wall fabric clapboards

Outbuildings none

Major alterations (with dates) _____

Moved _____ Date _____

Approx. acreage about 4,300 s.f.

Setting residential

Recorded by M. Malaguti/K. Murphy

Organization Salem Planning Dept.

Date August, 1985

(Staple additional sheets here)

415-22

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

30-32 Arbella St. is one of several examples of two-family residences in the Bridge St. area. Built in 1911, it still features much original material and detail, including Doric porch columns, a full pediment, a dentiled cornice, and two-story paneled bays on the north and west facades.

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

This house was built for William G. Edwards, a building mover and contractor who worked at 64 Bridge Street. The two-family residence was a sensible solution to the Bridge Street area's need for inexpensive and rental housing.

SKETCH MAP

DESCRIPTION:
Date 1911

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

Salem Maps & Directories

Address 30-32 ARBELLA ST
City SALEM