

## HIS TORIC SALEM INC

## 126 Bayview Avenue

Built for
Alfred Peabody,
Merchant
c. 1876

Researched and written by Jen Ratliff
May 2019

Historic Salem Inc,
The Bowditch House

9 North Street, Salem, MA 01970
(978) 745-0799 | HistoricSalem.org
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126 Bay View Avenue, January 1989 (MACRIS SAL.3484)

The Juniper Point neighborhood was conceived of by Salem grocer Daniel B. Gardner, Jr., who purchased 45 acres of former farm land in September 1875, at the cost of $\$ 21,000 .{ }^{1}$ The area had long been used as a summer retreat, with many Salemites and tourists camping along the waterfront in tents. Gardner filed a plan with the City for cottage lots in October 1875 and in November submitted an updated plan which also included stable lots, two parks, and a public hall. The proposal created over 50 residential lots, more than 20 of which were sold in a single day, November 6, 1875. More lots were auctioned off in the summer of 1876 as the neighborhood expanded. ${ }^{2}$ The deed for each cottage stipulated that "no shop, store, public house, boarding house, saloon or stable shall ever be erected on said lot nor any building

[^0]thereon used for any of said purposes." The deeds continue to state, "that a strip thereof ten feet wide next to the high-water mark shall forever be kept open free and unobstructed as a public sidewalk or promenade." These stipulations have been upheld in perpetuity. ${ }^{3}$

The completion of this new summer community helped encourage the growth of the adjacent Salem Willows, a city-owned park which quickly grew to include amusements, restaurants, and entertainment. In 1875, the Naumkeag Street Railway Company began offering horsecar service to the area from downtown, attracting visitors who could travel by train to Salem and conveniently take a horsecar to the new neighborhood. Aside from Salem's elite business men, this summer resort community was especially popular with travelers from Lawrence and Lowell.

The Gothic Revival cottage design of 126 Bay View Avenue is indicative of the $19^{\text {th }}$ century and features wood shingle siding and ornate cornice trim. The home has been greatly altered in recent years to accommodate a basement level garage; the porch has been reduced and is devoid of its decorative balustrade. New windows have been added with rounded transoms on the front façade and the back of the home features a large atrium addition. Furthermore, windows have been removed throughout the sides of the home. ${ }^{4}$

[^1]

Detail of stereoview by Edwin N. Peabody, c. 1878
126 Bay View Avenue ( 54 Central Avenue) in the center (Salem State University Archives and Special Collections)

## The Peabody Family, 1875-1880

Alfred Peabody (1806-1879) and his son Henry W. Peabody (1838-1908) appear to be the earliest adopters of the Juniper Point neighborhood, purchasing multiple cottage plots from Daniel B. Gardner, Jr. on November 6, 1875. Henry W. Peabody purchased \#25 and \#26, present day 136 Bay View Avenue, and together with his father Alfred, purchased \#22. ${ }^{5}$

The land in which 126 Bay View Avenue sits was Plot \#22 in Gardener's Plan of Cottage Lots for Juniper Point. The original address for this home was 54 Central Street, later renamed and renumbered as 126 Bay View Avenue, around 1915. There is no indication that the

[^2]Peabody family ever stayed in the home, it is likely that it was an investment property that they leased to summering families from out-of-town. The family may have frequented 130 Bay View Avenue, a larger home owned by Henry W. Peabody.

Alfred Peabody was born on February 3, 1806 in Salem, Massachusetts to Nathan and Hannah (Stickney) Peabody. He came from a well-established family, descended from Lieutenant Francis Peabody, an early settler of the area who arrived on the ship Planter in 1635. ${ }^{6}$ Alfred became a renowned merchant in Salem and Boston, participating in multiple industries including dry goods and shoe manufacturing. He often lost large amounts of money in his ventures but was remembered fondly for his adaptability to the economy and his integrity in business. ${ }^{7}$

On November 30, 1833, Alfred Peabody married Jerusha Tay (1808-1891) of Salem. Together, the couple had children as follows: Alfred, Henry, Everett (died in infancy,) Everett, Mary, Edwin, and Charles. Their family home was at 45 Summer Street.

Like his father, Henry W. Peabody become a well-known merchant, working for Williams \& Hall on Central Wharf in Boston. Henry later joined Samuel Stevens \& Company but took a break from maritime trade in 1866 due to decline in the industry and substantial loss of income. Henry opened his own company, Henry W. Peabody \& Company in Boston and New York City. As his business grew, he became increasingly involved with politics, appearing in front of Congress on multiple occasions to advocate for maritime industries. In 1864, Henry W. Peabody purchased 17 Chestnut Street in Salem where he lived until 1907, before moving to Beverly.

[^3]Peabody married three times, first to Lila Rea Mansfield in 1862. Together the couple had six children, three of which died during childhood. Lila died in August 1890 and in December 1892, Henry W. Peabody married Nannie Brayton Borden (1853-1905) of Fall River. Nannie had previously been married to Norman E. Borden (1850-1880), second cousin, once removed of Lizzie Borden. The murders of Lizzie's father and stepmother had occurred in August 1892, followed by a very public trial. It is likely that Nannie viewed this marriage as a welcomed escape from Fall River. ${ }^{8}$ Nannie appears to have assumed a large amount of money following her first husband, Norman's death. This was chronicled in multiple letters held in the archives at Harvard University, which contains the Henry W. Peabody Collection. Found in Henry's personal correspondence with his step children, Henry stated that he had no interest in Nannie’s estate, writing: "...I married Nannie Brayton Borden for her love and companionship, and not for money. ${ }^{" 9}$ Nannie died in 1905 and Henry married for a third time to Lucy W. Waterbury.

Alfred Peabody's younger son, Edwin N. Peabody was also well known in Salem. He was an active photographer from 1876-1894 and photographed much of Salem, including the Juniper Point neighborhood. His images of the neighborhood date to the late 1870s and were likely inspired by his family's properties there. ${ }^{10}$ Edwin traveled often and in his obituary it was said: "He traveled considerably over the United States and whenever he heard of a Salem family in any city that he visited, he would be sure to hunt them up, even though they were perfect strangers to him. He was always made to feel welcome and he was sure to bring home

[^4]pleasant messages to their Salem kindred." ${ }^{11}$
Alfred Peabody died of heart disease on June 13, 1879, he was 73 years old. ${ }^{12}$ In July 1880, Henry W. Peabody sold 126 Bay View Avenue (then 54 Central Avenue) to Joel A. Abbott of Lowell, Massachusetts for $\$ 1,500 .{ }^{13}$

## The Abbott Family, 1880-1894

Joel A. Abbott (1820-1903) was born on October 3, 1820 to Joel Abbott and Hannah (Bowman) Abbott of Charlestown, Massachusetts. ${ }^{14}$ The family later relocated to North Reading, where Joel A. Abbott worked as a shoe manufacturer. On November 26, 1847, Joel married Sarah A. Parker (1826-1901), also of Reading. By 1865, the couple had relocated to Lowell, along with their eight children. Joel became proprietor of "The Old Corner Store" at 174 Merrimack Street and become very involved in community politics, specifically the Democratic party. In 1878, Joel was nominated for Mayor of Lowell by members of the Butler Club but lost to John A. G. Richardson.

In 1880, Joel purchased 126 Bay View Avenue (then 54 Central Avenue) for use as his family's summer residence. During Joel's first summer at Juniper Point, he suffered from a debilitating kidney and liver disorder, becoming unable to walk. The following year, The Boston Journal and The Boston Globe chronicled his recovery, which he credited to an herbal supplement, Kidney-Wort. ${ }^{15}$ Joel and his family owned the cottage at Juniper Point for 14 years.

[^5]In 1894, Joel and his wife Sarah sold the home to Joseph F. Appleton.

## The Appleton Family, 1894-1907

Joseph Frederic Appleton (1854-1929) was born in Beverly, Massachusetts on March 18, 1854 to Joseph B. Appleton and Rachel E. (Foster) Appleton. He attended school in Beverly and later began working as a salesman in the shoe industry. On March 9, 1878, Joseph married Mary B. Dunbar in Beverly, Massachusetts. ${ }^{16}$ He later partnered with William McKean of Salem, a manufacturer of shoes. In 1894, John and his wife Mary purchased 126 Bay View (then 54 Central Avenue) for $\$ 1.00$ and other considerations from Joel and Sarah Abbott. ${ }^{17}$ After leaving the shoe industry he became a manager and vice president of Underwriters Salvage Company of the United States, where he traveled between offices in Boston and New York before retiring in 1915. He then partnered with Fred A. Norton in selling insurance under the name Appleton \& Norton.

Appleton earned quite a bit of money in these businesses, splitting his time between a Boston residence, 19 North Street, and Juniper Point. He purchased a 30-foot yacht which he named Takitesy (take-it-easy) for use at Juniper Point. In June 1899, the Boston Globe reported that Appleton's yacht, valued at $\$ 1,000$, had been stolen. It was recovered a month later at the Hudson River Yacht Club in New York City and carpenter Frank Westin was arrested. ${ }^{18}$ After selling 126 Bay View (then 54 Central Avenue) in 1907; he purchased the larger adjacent home

[^6]at 130 Bay View Avenue (then 60 Central Avenue) which has also been previously owned by Henry W. Peabody. When Joseph F. Appleton passed away at age 76 in 1929, he left an estate worth over one million dollars. ${ }^{19}$

## The Cabeen Family, 1907-1939

John F. Cabeen (1866-1954) was born in Salem in 1866 to Lydia and John Cabeen, a teamster. The couple also had three daughters Sarah, Julia, and Lila. Sarah attended the nearby Salem Normal School, where she graduated in 1878. She then taught in Salem for sixteen years, primarily at the Bentley Grammar School on lower Essex Street. John F. trained as a plumber and opened his own shop on the corner of Essex and North streets.

On October 18, 1886, John married Sarah A. Merrick, originally of England. ${ }^{20}$ The couple lived at 18 Cabot Street and had two children, Charles and Helen. Charles would apprentice under his father and join the family business.

John was incredibly involved in his community, serving on multiple committees and boards, including the Salem Chamber of Commerce, Salem Savings Bank, Salem Rotary Club and the Board of Trade. After purchasing the home at 126 Bay View (then 54 Central Avenue) in 1907, John F. Cabeen became very involved with the Juniper Point neighborhood. In 1912, he helped organize the Juniper Point Realty Trust to assist in the purchase of the nearby Ocean View Hotel. ${ }^{21}$

Following the Great Salem Fire of 1914, Cabeen played an instrumental role in the

[^7]recovery effort by assisting in the organization of incoming funds and supplies for the city. In the following months, he rallied for the importance of a fire department to protect Juniper Point, becoming temporary President of the Juniper Point Volunteer Fire Association in February 1915. This association received a hose carriage, ladders, and was granted the installation of a fire alarm box at Columbus Square. ${ }^{22}$

In 1939, John and Sarah sold the Juniper Point home to Nora Harrington.

[^8]
## Street Address

| 54 Central Avenue | $1875-1915$ |
| :---: | :---: |
| 126 Bay View Avenue | 1915 -Present |


| Buyer | Occupation | Years of Ownership | Number of Years | Purchase Price | Deed | Notes |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Alfred Peabody Henry W. Peabody | Merchant | 1875-1880 | 5 | \$250 | 941:166 | Purchased from Daniel B. Gardner Jr. <br> Plot \#22-Book 1, Plan 15 <br> Henry also owned plot \#25 and \#26 |
| Joel A. Abbott Sarah A. Abbott | Shoe Manufacturer Grocer | 1880-1894 | 14 | \$1,500 | 1040:248 | 54 Central Avenue |
| John F. Appleton Mary B. Appleton | Insurance and Real Estate Park Commissioner | 1894-1907 | 13 | \$1.00 and other considerations | 1408:86 | 54 Central Avenue |
| John F. Cabeen Sarah A. Cabeen | Plumber | 1907-1939 | 32 | $\$ 1.00$ and other considerations | 1862:473 | 54 Central Avenue 126 Bay View Avenue |
| Nora Harrington | Admin. Assistant | 1939-1946 | 7 | \$3,000 | 3182:477 | Nora assumed payment of the Cabeen's \$3,000 mortgage. <br> Widow of Leo F. Harrington |
| Leo F. Harrington Marjorie R. Harrington | U.S. Navy | 1946-1950 | 4 | Considerations paid | 3479:301 | 126 Bay View Avenue <br> Nora Harrington remained in the home until $1950$ |
| John A. Conway Helen M. Conway | Insurance and Real Estate | 1950-1975 | 25 | \$9,000 | 3778:334 | 126 Bay View Avenue Probate: (\#281964 11/8/64) |
| Peter J. Fallon Marilyn E. Fallon | Unknown | 1975-1996 | 21 | \$26,5000 | 6122:616 | 126 Bay View Avenue |
| Natalio F. Bettencourt Deliea C. Bettencourt | Unknown | 1997-2011 | 14 | \$305,000 | $\begin{gathered} 13741: 36 \\ 13974: 487 \end{gathered}$ | 126 Bay View Avenue |
| Gabriel Demelo <br> Maria D. Demelo | Unknown | 2011-2019 | 3 | \$400,000 | 28875:213 | 126 Bay View Avenue |
| Cheryl A. Vickery | Unknown | $\begin{aligned} & \text { 2011- } \\ & 2019+ \end{aligned}$ | 8+ | \$630,000 | 30543:266 | 126 Bay View Avenue |


| Resident | Directory Year |  |
| :---: | :---: | :---: |
| J.F. Appleton | $1899-1905$ |  |
| Vacant | 1906 |  |
| John F. Cabeen | $1906-1939$ |  |
| Nora Harrington | $1940-1942$ |  |
| Nora Harrington <br> Arthur F. Dooley | $1943-1945$ |  |
| Nora Harrington | $1946-1950$ |  |
| John A. Conway <br> Rodolph J. Pelletier <br> John A. Conway <br> John Flynn <br> Rodolph J. Pelletier <br> John A. Conway <br> John A. Conway <br> Robert Allen <br> Patrick Cyr | 1952 |  |
| John A. Conway <br> Richard L. Coluppy <br> Patrick Cyr | $1954-1955$ |  |
| John A. Conway <br> Richard L. Coluppy <br> Robert C. McCarthy | 1957 |  |
| John A. Conway <br> Norman R. Brouilette | 1959 |  |
| John A. Conway | $1961-1964$ |  |



1875 Plan of Cottages belonging to Daniel B Garder Jr. (Not Goodwin) Lot \#22
(Book 1, Plan 15)


1874 Salem Atlas (Plate B)


1897 Salem Atlas (Plate 11)


1890-1903 Salem Atlas (Plate 39)


1911 Salem Atlas (Plate 6)


1906-1938 Salem Atlas (Plate 73)

## Salem.

Municipal.-At a special meeting of the Board of Aldermen, yesterday afternoon, Mr D. B. Gardner, Jr., was present and explained his intentions regarding the improvement of the property recently purchased by him at the Neek. His plans for laying out the tract into lots suitable for seaside cottages was very generally approved, and a hearing was ordered on the expediency of a new road to the locality. At the School Oommittee meeting, last evening, the special committee appointed to consider the expediency of a change of system in the manner of admission to the High School did not report, not having concluded its deliberations.

Boston Post
Boston, Massachusetts
22 Feb 1876, Tue • Page 3

## Juniper Point, Salem Neek.

Under the suburban head of Salem will be found some description of the beauties and advantages as a summer home of Juniper Point, Salem Neek. The Smith Farm, a part of this peninsula. has just been laid out in about Afty-five house lots, which are to be sold at auction July 25 . New and broad avenues have been laid out through the tract, and Wenham water has recently been carried to the locality from Salem. No better chance could be asked to secure a delightful location for a sea-shore cottage. See the advertisement in another colunn.

## Seashore House Lots AT AUCTION.

WILL BE SOLD BY PUBLIC AUCTION,
On TUESDAY, July 25 th, at 2.30 o'clock in the Afternoon, on Willow Avenue and Vicinity,

## SALEM NECK,

50 House Iusis,

## Containing about 5000 Square Feet each.

These Lots are situated about a mile from the city of Sakem, on a beautiful avenue sixty feet in width, overlooking the North Shore, Salem and Beverly harbores and the country for miles around, and are offered for the first time at public auction, whereby an opportunity is given to all persons in search of a summer resort near the water, and at the same time not deprived of all the advantages of the city, to secure the same. Pipes for supplying the locality with the neverfailing pare water of the Wenham Lake are being latd, and before another season it is contended that the horse cars will run to the avenue, making a direot connection with the Boston and Lowell Railroad and the city.
The attendance of all who may desire a homestead overlooking the broad ocean, and receiving the benefit of its oure air. is requested at this sale, as this is without doubt the only public sale of these valuable Seasbore Lots.
The pians of the same can be seen by applving to D. B. GAKDNER, JR.. \& CO., No. $127^{\text {W }}$ Wshington street, Salem, or to the auctioneers, as above.

The Boston Globe
Boston, Massachusetts
12 Jul 1876, Wed • Page 5

## SALEM.

"Juniper" and "The Willows."-More than "The Battery" ever was to New York are "Juniper" and "The Willows" to Salem. Few cities have a seashore resort so pleasant and so accessible, and certainly the beauties and advantages of these two localities cannot be surpassed. Always a favorit. breathing place for people living in the lower wards, the fame of the sea-girt island and peninsula has spread, and today tinds a good-sized colony of summer health-seekers gathered on the rocky shores of "Juniper," and a daily concourse of nundreds, sometimes thousands, at "The Willows" sniffing the bracing salt air that ever watts in from the ocean. Back from the seacnast has gone the fame of ".Ju niper," and Nashua, Lowell and other inland cities have sent their people to join the colony. The little cluster of seaside villas that has grown on the shore presents a pretty sight as one approaches from sea or from land. The housts are generally of moderate cost, but are zeat and sabstantial, and overhook a bluft jutting out into the Atlantic in full view of Low-11. Baker's. Misery, and the other islands that stud the outerfharbor. Here in the health-giving atmosphere the family spends the summer montlis, and pater familias comes at the summer months, and pater familias comes at from the city. Such is Jumiper-retired yet easily reached; quiet yet soclable; a perfect summer home, yet free from the restraint of the "fashionable resort."

Tte Willows, a tract of land owned by the city, has become the daily attraction of hundreds who can spare but an hour, or at the most a few hours, from business or household cares. On the opposite side of the promontory from Juniper, it has many of its characteristics in location. Two rows of willow trees afford shade; stone seajts are provided overlooking the ocean, and a large pavilion is a comfortable refuge from passing showers or the hot sun. Good restaurants provide excellent fish dinners, beside temperance drinks and ice cream, and boats can always be procured for a sail or a row along the north shore. Harges are continually running to and from the city at the low fare of ten cents, and the Sireet Railway Company runs a barge in convection neet with all branch lines, and on which transfer tlekets are sold.

The avenue to these localitios is being laid out fifty feet wide and is nearing completion. Columbus avenue to Juniper is also nearly finished, and soon the horse railroad barges will run via that avenue thence across to The Willows.

लi** Cawnail - Anothow -mana


Trade card for Henry W. Peabody \& Co., Australian Line, 114 State Street, Boston, Mass., May 26, 1884 Historic New England (GUSN-190920)
https://www.americanantiquarian.org/proceedings/44807197.pdf

## HENRY WAYLAND PEABODY

AMONG the most prominent and honored citizens of Salem was Henry Wayland Peabody. Few names have been so long familiar in this celebrated old New England town as that he bears. His father, Alfred Peabody, merchant, was the son of Nathan and Hannah (Stickney) Peabody, and a descendant from Lieut. Francis Peabody (1614-1697), born in St. Albans, Hertfordshire, England, who arrived in Salem, on the ship Planter, in 1635, and settled at Topsfield, Essex County, in 1667. Alfred Peabody was a prosperous Salem merchant, possessed of a gentle, honest Christian character. He married Jerusha Tay, daughter of Benjamin and Jerusha (Winn) Tay. Their home was a center of light and influence in Salem for many years, and into it, on the twentysecond day of August, 1838, Henry Wayland Peabody was born.
(VII) Alfred Peabody, son of Nathan and Hannah (Stickney) Peabody, was born February 3, 1806. in Salem, and there spent most of his early life. He began his lifework as clerk in the dry goods stores of Amasa Wilder and Francis Choate, and in 1827 engaged in business in Buenos Ayres, where he again went in 1834 . In 1836 he entered into a business partnership with N. C. Robbins, locating at Buffalo, New York, which in those days was a long way from his old home, all communication being by the slow stages and canal boats. In 1837 he made a third trip to Buenos Ayres. this time as agent for Robert Upton, with whom he was interested in business at that point for six years, continuing his commercial relations with that gentleman for two or three years after his return to Salem. Mr. Peabody, though still a young man, had met with business reverses which left him encumbered heavily with debts, and he devoted the proceeds

## EDWIN N. PEABODY, 75,

 PASSES AWAY AT SALEMSALEM, March 19-Edwin N. Peabody. aged $\bar{T}$ sears. active during a hali century in the affars oi the First Baptist Church and the Y. X. C. A., dite today at his home. fi Summer st. He was in-terested-in amateur photography, and his collections of niztures of Salem neople, as well as of houses. have been fea tures at local exhibitions. Mr leabody was the so:i of Alfred and Jerusha (Tay) capooiy. He was unmarried.

Date: May 20, 1891
Source: Fall River Daily Globe

Transcription provided by Bruce Laurie, Department of History, University of Massachusetts at Amherst.
"Report from the First Annual of the Women's Auxiliary
The Women's Auxiliary of the Y.M.C.A. held its first annual meeting yesterday afternoon which was largely attended. This branch of the association has contributed largely to its success and has been untiring in its efforts to promote the work which has been undertaken.

Mrs. Norman E. BOrden, the president, tendered her resignation but her executive ability and efficiency were too highly appreciated by her associates and they refused to entertain the idea of her withdrawal. Consequently she consented to serve another term and all were reelected. Interesting reports of various topics then followed the election. They are as follows:

Membership by Mrs. Andrew J. Borden
Social by Mrs. George Stowell
Rooms by Mrs. B.J. Handy
Devotional by Mrs. R.K. Remington
Visitations of the Sick by Mrs. E.T. Marvel
Nannie and Abby Borden both served on the YMCA's Woman's Auxiliary Board Fall River Daily Globe, May 20, 1891
University of Massachusetts, Amherst


The Peabody Family Plot on Greenwood Avenue
Harmony Grove Cemetery, Salem Massachusetts
(Find a Grave: 25156113)

## YACHT TAKITESY FOUND AT LAST.

After a Search Kept Up Since June I3, J. F.Appleton's Boat Dlscovered at North River, and Frank Westin Arrested. NEW YORK, July 27 -Frank Westin, a carpenter, was arrested tonlght at the Hudson River yacht club house, charged with stealing a yacht belonglas to Joseph F. Appleton of Boston. The yacht is named Takitesy.

The vessel was taken about midnight on June 13 from Juniper point, Salem neck, Mass, and was found today at the clubhouse, foot of 92 d st and North river.

The yacht is 30 feet over all, $81 / 2$ feet beam, 5 foot draft, weight 5000 pounds, and is sloop rigged. When the vessel was taken there were also stolen a buoy with the letter "A" printed on at in white and 30 feet of hawser. The vessel is valued at $\$ 1000$.
Westin refused to say anything about the robbery. Nir Appleton has a summer home at Salem, Mass.

AGENEV ESTABLISHED $1 a 37$.

## Appleton \& Norton,

## Insurance and

## Real Estate.

## Mortgages Negotiated. Notary Public.

252 Essex Street, Salem, Mass.
Room 8, Perley Block.
Telephone Connmections.
Appleton \& Norton Advertisement
Salem Directory, 1905

## PILGRIMAGE TO SALEM <br> Part of Every Tourist Program.

## Historic City Sees 20,000 Strangers Every Summer.

Willows Its 0wn ResortJuniper Point Customs.-

## By JOHN W. CARBERRY.

SALEM, July 23-Old Salem is vacation grotind for seeen peopte turfing the gum-
mer monthis. Not that this influx of warm-weather laters setile down in a
swarm for the seawon, but it represents the total attracted to the elty.
It is a part of the vacation trip of a Ereat majority of visitors to Boston to "do" old Salem, and those who eome
froni far and near to stay awhile at any froat far and near to stay awhite at any
of the $N$ North shore summer resorts rarely depart without having devoted several daya to pligrimages to this city. Salem, therefore, is as much, of a summer town as it is a winter community,
as much of a resort as if it had millet as mueh of a resort as if it had miles
of beaches and the Inducements of lowpriced bound to attract those in search of reat. Its streets these days are thronsed with people of all sorts, many armed with the readily recognizable guidebook and alt keen with
on local hlistory and locations.
Few Salemittes excape the queries of the strangers in seareh of pointa assoelated with the colionlal hiatory of the tows and the identity of houses which
figure in the romances of Nathaniel Hgure in the
Hawthorne.
The local institutions, which to every
visitor to Salem are objective polnts, en visitor to Salem are objective points, en-
 by the Esvex Institute, the Peabody
academy of s ience, the Salem Atheneum and the Salen marine soclety to inspeet the tibraries and museums.
Every courteny fs oftered
Every courtemy is offered and the least informed arrival need not mism
anything of importance in old Salem if he only asks a few questlons.
With the exception of Boston there is probabily no city or town in New England from which nuch a volume of through the country in the summer as is distributed by the piligrims to Salem.

Center of Popular District.
Balom is in the center of a popular strimer district extending from RowAnn, the Beverly shore and the IpHwich river. Within easy reach of the city are scorcs of colonies of sojourners. who are drawn to Salem.
Besldes drawing upon these communittes Salem also contributes to them. for many of the residents of this eity nave extablished summer homes along the North shore, from which business men may travel so expeditiously. Accessibility admits of the adoption of pleasant modez of travel, and many business men use motor boats between businessmmer homes and salem.
their summe
One can walk to a polnt at the enOne can walk to a point at the en-
trance to Salem harbor and castiag trance to about observe a full dozen
hatering places which may be reached
wht readly by water or land transportation IInes.
Ralem's own pleasure ground. however, is the Willows, a city reservation near the entrance to the harbor, Iy and Marbleliead shoren and also out Bakers islands.
The Willow shave been held by the people since early colonial days, and this marine park is one of the few pubIfc reservations which were a part of
the commoners ground set aside by the Puritans. Its designation is due to two rows of venerable willow trees which mark a lane from the shore to the entrance to the area.
These trees were
These trees were planted more than isolated that it was consldered the only safe retreat for smallpox patients. Two slate headstones mark the resting place of two victims of this disease, and also
serve as reminders of the early uses of serve as remingers pleasure ground.
The Willows, being only a few miles out of the city on the trolley line and also reached by a small steamer, is the popular resort for those whose outings
must be limited to a day or to an eveninge
Here are dance halls, restaurants and
refreshment stands and other means of refreshment stands and other means of sons in whose blood there remains yet a strain of frivolity, Band concerts every day entertaln the crowd.

Crowds Visit Willows
On Sundays the Willows caters to some 15.000 peopte. On other days the Willows is the scene of the gatherings of clubs and socleties who come down by steamer and electrics to hold their fleld days. The temperature is always moderate at this resort since a breezo and temper the heat. from the public reservation only by two which is a quite, cottage community, No overflow from the Whllows disturbs the peace of Junlper point, for
though the way is open and the passage always clear it is strictly observed as a rule that the Willows crowds shall not invade the sanctity of the point section.
On Sundays, where the thousands spread themselves over the WIllows, one may walk through the Juniper pont streets and meet no one who is not
enther a cottager or a guest at the
houses. This cuitom houses. This custom aives to the point
colony a restful quict such as not be considered possible of enjoyment so near a public park where the trol-
leys deliver people from a radius of 20 Juniper point in many respects is a model summer settlement. Every street is kept free from lirt and refuse, being
raked regularly while the sidewalk line throughout the district is banked with grass, closely cropped Where the thoroughares cross or Intersect the spaces in the centers of the
little squares are made into raised
In Hittle squares are made into rafsed
fower beds, and all season the plants flower beds.
are in bloom.

## Juniper Point Customs.

One section of the beach is set off as a family bathing place. It is tastefuily guarded by fron rafis set into pillars of flower beds. Many of the resident hawer beis. bathing beaches in the rear of their homes, but the community life is so intimaster owns belonga by consent and usage to every other member of
the collony. of publle work within thls section is pertormed at the expense of the
property owners and two mprovement assocjations are alert in maintaining Harry R. Rice, treasurer of a Lowell newspaper. is president of the Juniper
Fint Improvement assochation and Fred
Fuller is the head of the Juniner Funec is the head of the Juntiper Hall
ansociation. and both organzation: labor for one object, the beautifying of A neat little chanel erected by the Eious socletles.
While Juntper point is favored by ing place of many families from Lowell Lag prace and Boston. One of the mosi enthuslastio members of the colony Is
J. C . 8 mith of Boston, president of who has a/ large cottage with a view out to sea.

## Has Valuation of $\$ 500,000$.

Frank B. Kendrick of Lebanon, N H. manufacturer, leaves his New Hamp-
shire home early in the season and keeps his Point cottage open until late in the fall. George Rogers, one of Mr


## MEN GUARDING FENGE

Lively Controversy on at Juniper Point, Salem.

## Appleton Defends PropertyAgainst Orders of Mayor Howard.

SALEM, April 6-Day and nignt four constables are guarding a fence at Juniper Point. They are employed bv Joseph F. Appleton as a result of a iively controversy over what is claimed by the city to be a public right of way: which has been fenced in by Mr Appieton, who asserts that he owns the land in question.
Yesterday Mayor Howard sent a letfer to Street Commissioner Kelley directing him to have removed the fence that blocks the way at Juniper Point at the estate of Mr Appleton. The street commissioner referred the letter to the clty sollcitor, who took no notified the street commissloner to proceed no further for three or four days. Three days ago Mr Appleton engaged four constables to prevent the tearing down of the fence. They have not yet been withdrawn. In view of the that the fence would be taken down Monday mornims, if not removed previously, Mr Appleton arranged to have our constables decainedick iegal form to guard the fence.
Mr Appleton claims that he has a clear dued of land, while the mayor believes that Mr Appleton is obstructing a public right of way. There the matter stands.

The Boston Globe
07 Apr 1910, Thu
Page 9

## JOS. F. APPLETON OF SALEM DEAD

## Ex-ParkCommissioner Had <br> Been in Business

## SALEM, Oct 5-Joseph F. Appleton,

 former real estate and insurance and and Park Commissioner, dioi a is home, 19 North st, here, yesterd Mr Appleton was in his 7 teth year.Born in Beverly, son of the late JoBh B, and Fachel (Foster) Appleton, eph B, aded the Beverly publle sidhools he then studied law. Later, he enand the shoe business, first as a galesman for several' North Shore factorles. Afterward he became partner in the manufacture of shoes with the jate William McKean in this city.
After withdrawing from the shoe business, of the Underwriters' Salvage Company of the United States, with offices in Boston and New York. He was a ploneer in that line of business and gave his whole time and energy to It, having the satisfaction of seeing the compam the Underwriters' Salvage about 1915 and then entered the insurance business with Fred A. Norton of this city under the firm name of Appleton \& Norton
He was a large owner of real estate in Salem and Beverly and erected athatre in his native city. Ha was a 32d degree Mason, a member of Liberty Lodge, Winslow Lewis Commandery, $K$. of $P$. and Washington Royal Arch Chapter.
Mr Appleton, as Park Commissioner, entered upon his duties in 1908, continuing in once until 1918. He gave unatintingly of his time and energy to the park problems. He had a fine estate at Juniper Point, Salem Willows, which he occupled Summers for years. He resided winters at 19 North st, this city
vive him vive him.


The Boston Globe
Boston, Massachusetts
05 Oct 1929, Sat • Page 7

ESTATE OF \$1,072,103.70 LEFT BY JOSEPH APPLETON
SALEM, Jan 13-An inventory of considerable interest was flled in Probate Court today, revealing the estate of Joseph F. Appleton as being \$1,072,103.70.

The late Mr Appleton served Salem in public office and was a prominent citizen and business man. He left many bequests upon his death a few months ago.

The Boston Globe
January 14, 1930, pg. 1


The Boston Globe
November 11, 1923, pg. 52

## FORM FIRE DEPARTMENT.

## Salem Authorities Furnish the Equip-

 ment for Residents of Juniper Point and Winter Island.SALEM. Feb 7-Fifty residents of Juniper Point and Winter Island organIzed the Juniper Polnt Volunteer Fire Association today. Prefvious to the organization Mayor O'Kpefe, Greeley 8 , Curtis and Chief Engineer Arnold commended the residents for thetr endeavor to prevent fire.

John F. Cabeen was elected temporary president and Edwin O. Foster secretary.
J. Charles Remon was chosen chief, Edward C. Lee 1st lleutenant and Fred C. Farley 2q Heutenant. The Mayor and chiet engineer gave the assoclation a hose carriago with several hundred feet of new hose. Ladders, rubber blankets, etc, will be furnished this week and a ftre alarm box will be placed in Columbus sq and possibly some central oeation on winter Island.
It is planned to enroll all the Winter residents of Juntwer Point and Winter Island and atl owners of summer residences. It is planned to organize an auxfliary composed of women.

The Boston Globe
February 8, 1915, pg. 13


#### Abstract

LYNN RESIDENT ARRESTED AFTER CHASE AT SALEM SALEM, June 13-Athos O. Parquette, 17, of 71 Mall st, Lynn, was arrested this morning by Salera pollce following a chase involving 25 policemen, citizens and two shots.

Parquette was discovered asleep over the wheel of his automobile near Fort Lee, Salem Willows, by Daniel J. Phelan, ex-city marshal.

After awakening him, he decided to take him to the Salem Willows Pollice Station, There the man was quite wlde awake.

Before he could be put under arrest, the man fled across a field to a colony of Summer homes nearby, hid behind a hedge, ran when two shots were fired in the air and gave polldemen and citizens a hunt through the Junfper Hotel, through the Appleton Summer home and at last through the home of John F. Cabeen. Parquette had managed to open the front door. He bolted it on the inside after him.

He is being held on a charge of using an automoble without authority. The auto was found to be registered in the name of Mark Mullin of 53 Wells st, Oxford. It was stolen from Worcester on Wednesday. Parquette admitted to the police that he had a record. He is being held for the Worcester pollce.


The Boston Globe (Boston, Massachusetts)


John F. Cabeen's Store
81 North Street, Salem


Sarah Lizzie Cabeen, c. 1878
Salem State University Archives and Special Collections
, and dermande of all peveons claiming ely, thīiongh or under wo tret againet nowe otter. Ansd for ctro convidenation aforesaid d Maria A. Meacono uifer of raid Yorge E. Meacon do hevely neleave +unto the said granteo and her heivs and arsigne all night of or to both dower and hametiad in the grantid preminew. Ins Witriess Whereof Wo the ead Geonges E. Meacom and mana A. Mreacons heveentonet our hande and seals phit nenth , eay of Septimeer in the year one ctroneand eight hundred and seventy five.
signed, Alaled and deleivirad
Geo. E.Meacain. Real in presence of g. Beceman. Commonwealte of hovesachi. selts. Estex.es Syptember $9^{\text {th }} 1875$. Then personally appuared ches abrve named Geo. \&. Meacom and achenowledged the foregoting instovment to be hir frew act and ched,.
beforoms, feo tooman futtie of the Peace.

 B. Gardner pro of B Clem in itre bounty of Eireex and bommon a.pealsody cas:

fifing dollairs paid ly Alpred Reabody and Seenry W. Peabody B. Sou 1862 P. 478 , both of Raid' Salenv, thro neceipt whereof w. hevety aclenowled ged, do therely give, grant, bangain, wll and convey unto the raid it Aeprad and Bternvy $W$., theiv heivs and assigns, a cevtain bot. of land, Ailuate on fumpie Point, 20 called in saicu Balen and bung lot nu. 22 un a plan of lots incitied Bean of leottago dots at
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and thuse bounded; beginning at the Nouttreastivly covnew of the above dereribed lot, thence souttreasterly in a line which es the exterisions in w ttiaight line of the line betweens wind lot: Mo 22 and lot no 23 on said plans 50 fect move or lers to high. water marks, trinnees southursteivly on highwater mark to as, point whicels an extinsion in a straight line of the line betivien tot N2. 21 and lot Mo. 22 on Rard PCan would Ativiees, thence novih. pursteily on saind extersded linse 28 feet to thie nouithuestevily cornes of said lot No. 22, thencu novtrearterly un mard lot 30 fects. to thepoint of beginning. Thiss conveyunses is made on condi' tion thal no briedirig rhale be erected on said lol and fans - ther that a alivip thereof less feet wide next to high wateir mark - Ehale fovever be kept open frew and unobstructed as a pubbies siduvalle and promersade. So have ornd to troldoctie. granted prornised wites all the pivivileges und uppurienunces. threvets belonging, to the piad Cufred and blenvy $W$ and thein. heivs and asingns, to cheiv own ise and behoof fonever. And di do hevely for mageef and my herss, exeentons and a dmisnistinaitors covmant with tho sand grantew and chein heus and as. Aigns, that d ans langully rieged in fur sumple of the grantide
 have good right to sell ands conveg tho lamse as afoneland; , and that l will and my heiss, excentors and adminichou-. tors Mrall Wamant and defend the name to tho eand granteitand their burs and achigns foverver, against the lauful chaind ande demands of all pussons. Ande for the considenation ofonekind I $n$. Omgusta Gardner irfe of rand Davicel B. Ar., do hevely. inchase unto the raid grantio ands their heivs and usrignerall nght of or to both douer and homestead ins the granted prom..
 fr. andur. Angusta gandner hereunto ket our hande and reali this finet day of Nowember is the year one thoulands eighl huendred and reventy five.

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 15 fect to the southuuctively comser of $\operatorname{Cot}$ No. 25 ; thencer novitreast. tovly on and $\cot 20.25$ and $\cot$ No. 26 surnty fise (gete (7s) to the:

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that $i$-will and is ancestors and assigns shall wart ant and' defend the same to the said grantee and his heirs and assignol forever against the eaufue claims and demands of all persons, claiming by, through, or under it but against none other. In ", witness where of the said Institution for saving in newer." report and to vicinity hack hereto affixed ito seal and Ed. ward S. In moseley its President and Richard Stone ito Skeanwren have hereunto set their hands this third day of july

signed sealed and Institution for Saving in
delivered in presence of $\}$ Newburyfport andialicinity sear _ _ by Edit simoseley Pres.
Commonwealth of mass- $f \quad R$. Stone Tres.
chuseits. Essex pRo: Guly 3 d 1880. Then personally appeared the jabove named Richard Stone Treasurer and acknowledged, The foregoing instrument to be Raid Institution's free act and peed, before me, $P$. Jr. Hills guetice of the Peace. trees as. Reed July $10,188010 \mathrm{~m}$ pace- $q$ aim. Bec.at Ep. by bhas.SOspo-dpregof

Ionow all men by these presents that I Henry w. Pee. ye. W. Peabody body of Raid Salem county of Essex commonwealth of mass $\frac{g}{g} a \cdot a b b+t$ chusetts in consideration of fifteen hundred dollars paid. fly gael a. abbott of Lowell massachusetts the receipt where of is hereby acknowledged do hereby give grant bargain sell and convey unto the said gold a abbott his heirs and an. pions forever a certain lot of land situate on gunipes Point: No called in raid Salem and being lot no. 22 on a plan of Lots entilted Pean of cottage Lots at Juniper Point Salem peck C.a. Putnam Surveyor Oct. $187^{5}$ and recorded with $E_{0}$ Rep Deeds Southern District to which reference may be had, together with all eniediner thereon, this conveyance is made on condition that no shop, store, public house, boarding house, saloon on stable shall ever be erected on said lot nor any:
brilding thereon used for any of said purposes. Also a cer"tain other tract of eand adjoining the above and luing between "it and high water mark and thus bounded, beginning at the Poutheasterly cormer of the above des-cribed lot chence eouth"easterly in a line which is the extension in a etraight line of the. line between Raid lob no. 22 and lot no. 23 on said Pean '150 yeet more or less to high water mark thence soutwoesterly , lon high water mark to a praint which on extension in a Atraight line of the line between lot no. 21 and lot no. 22 on "Raid Plan would atrike thence nouctuvesterly on eaid extended line 28 feet to the Routhwesterly corver of eaid lol"No. 22 thence mortheaaterly on said lob 30 yeet $t \overline{0}$ the point If beginnsing. This conveyance is nnade on condition that no building shall be erected on kaid lot and farther "that a etrip there of ten yeet wide neyt to high water mark, tahall foreves be kept open free and unobstructed as a fub! "Lic sidew-alk and promenade. Meaning to be chat portion ; Iof raid estate conveyed to nue by deed from Damiel B. Sared : ner dated Noo1,18Y5 and recorcled with tosey Deeds So. Diet Book: 941 \&eof 166. aleo otrat portion of aaid eatate converged to me i by gerusho Peabody by deed of even date herenvict. So have and to hold the granted premises with all the privileges , and appurtenances thereto belonging to the paind gocl a abbolt 'and his heirs and assigns to their oun use and behoof forjever. And I do hereby for my Relf and my heirs executors "and administrators covenant with the said grantee and this heirs and assigno that I am eanfully seized in fee Rimple of the granted premises, that they are free from all lincumbrances that 9 have govel right to rell and convery the "aame as aforesaid; and that $I$ will and my heirs, expcutors and administrators shall warrant and defend the aame to the said prantee and his heirs and assigns forever against the laufue claims and demands of all persons. And ${ }_{0}^{1}$ ores the consideration
aforesaid I Lila W. Peabody wife of raid Henry W. Peabody do hereby release unto the said grantee and his heirs and assigns all rights of ot to lott dower and homestead in the granted premises. In witness where of we the raid Hensry w. Peabody and Lila w. Peabody his wife hereunto set our hands and seals this third day of gluey in the yeas one ctrous-and eight hundred and eighty.

$$
\left.\begin{array}{l}
\text { signed sealed and delivered } \\
\text { in presence of C. E.mudge }
\end{array}\right\} \begin{aligned}
& \text { Henry W. Peabody } \\
& \text { Lila B. Peabody }
\end{aligned} \begin{aligned}
& \text { seal } \\
& \text { Real }
\end{aligned}
$$

pets. Suffolk es. July 81 1880. Then personally appeared the above. named Henry W. Peabody and acknowledged the foregoing instrument to be his free act and deed, before me, Bead: Charles 8. Madge Notary Public

IK now all men by these presents that 9 moses g. mig. Down Downs of Salem in the county of tres and commonwealth of $m$ ass-achusetts and Sarah B. Downs his wife in her ovum right in consideration of eighteen hundred dollars paid by nancy grindace of Newburupport in said County the reel Bk. 1131 , \%if 265 ceipt where of is hereby acknowledged, do hereby give, grant; bargain, sell and convey unto the Raid Nancy Grindall and to her heirs and assigns forever a certain parcel of land pituate in raid Salem on Supnonds Street so called with all the envildinag thereon bounded as follows; beginning at the easterly corner of land owned by Edwin He. Locke on the, line of Symonds afreet, so called, in said Salem and rummIning northeasterly on the line of Raid street fifty feet to land of Peter Delveche then at right angles with aid afreet, on the line of Raid Delvechers land about one hundred and three feet to land now or late of W. a. Susmonds thence ! on the line of paid symonds' land fifty feet to land of reade
suns ties secured by this deed, whether thew or there after payable: 'nocuding ace casts, charges, and ep parses 'incured or sustained by then by reason of arse defanet in the performance or observance of the said condition. rendering the surplus. if any, to me or my hies, on assigns, and 9 cherely, for myself and my heirs and asSigns, coverhant with the grantee and his heirs, executors adninistriatoir, and assigns that. in case a sale shall he made under the foregoing power, 9 co they vie union request executsi; achnoruledge, and deliver to the hum chase or purchasers a deed or deeds of release confirming such sole, and it is agreed that the granted, cr his executors, administrators, or assigns, $c$ any person oo persons in their behalf, may purchase at any sale made as igoresald, and that no other purchaser shale be anamerabele fou the application of the purchase money; and that, untie default in the performance on oleservance of the condition of this deed. I and my hins and assigns may Sold and enjoy the granted premises and receive the rents and huopets thereof' and fou the consideration a gorasardGalista Burnham rife of the sand Edirne to. Burnham do hereby release unto the said or antes and Sis heirs ats a assigns ale right, of ar to biter D over and domestead and in the granted tenses. in Nitrous Where ag we the said Edwin sb. Burnhani an doBurnham hereunto set ouchands and seals thistwenty fifth day of aprue in the year one thousand eight hundred and ninety four. Edivis bo. Burnham seal Signed and sealed in Batista Bournenam bed presence of chen Fi.stanuord. I Bonn onneath of MassaehuSetts Baseres apiece 25\% 1894. Then personally appeared the above named Edwin de. Burnham and a cknoweed ged the fore going instrunnent to he sis free act and deed. Before me Eben f'. Stannood, gustice of the Peace. Essepas.Resiaph 26.1894.5mipast 8 a.m. Recterlly Ghasporeoods Rep
d. a abbott d. Appleton:
yalow abe men by these Presents shat 9 . gael $a$. abbott of bounce bounty of middlesee and bonmonne att of Massachusetts in consideration of one dollar and asher. valuable considerations to me paid by goseper E. Appleton of Solemn, usassachusetts the reciter whereof is hereluy acSenowledged, do merely give, grant, bargain, bell, amd
convey unto the said goseph Fr, appleton his hers and assigns forever a certain. lat of land situate on guriphar point so called, in said Salem Mass asia being lot no. 22 on a plan of Lats "Enticed Plan of Cottage lots at guniper Point. Salem Reck. Caa. Puhuarn Survey or oct 1875. and recorded with Gesere deeds Southern district to which reference may be had together with ale buildings thereon isis Conveyance is made an condition that no Shoo n stow, phlilic house branding house. Salon or sta Gee shale ever be erected on sard lot nor any binding thereon used for any of said purposes, Also a certain Then tract of land adjoining the above and ling he tureen it and high water mark, and thus bonded, Be -f ginning at the south easterly corner of the above described lot thence Southeasterly in a line which is the eqterision in as straight line of the line between said lot Pro. 22 ana lot 9ro.23. On said plan 50 feet move on less to high water mark, thence butch westerly on high water mark e to a port which on extension in a straight line of the line between lot no.21, and lot no 22. on said plan wived atritne, thence lrotthmesterly on said extended line 28 feet to the south masterly corves of and lotho. 22. Thence trouts easterly on said lot 30 . fret to the point of beginning, ISis conveyance is made on conolition that no birding shale be erected on sard lot and further that a atrip there os tin feet wide neat to high water marble shale forever be best -open free and un obinstructed as a public sidewalk and promenade, meaning. to berthat paction of said estate conveyed to dranry $W$. Peabody by deed from Dame B. Gardner dated Yrou.1. 1875. and re carded rite Essex Deeds. 'So "Dist" Boor 941 . le of 166 . also that portion of said estate convened to said Peabody by gernsha Peabody by deed of even date herewith Being the same premises conveyed to ne gael a abbot e by his deed-bernry $W$. Peabody. N. Ted $3^{?}$ day of july $a . d$. 1880. and recorded with deeds. Essex So. Dist diluo 1040 . folio 248. Sabers grey 10.1880. An av this deed, pulyect to ale conditions anal restrictions Peadody deed to use as Sited in said deed. To have and to hold the granted premises with ale the privileges and appurtenances thereto belonging, to the sara goseph Si, appleton and Sis heirs and assigns, to Their ours use and befog forever; and $\theta$ do
"\&y", written overt: Merely for myself and my hens, executors, and adminnis rimioued hatove. covenant with the said grantee and his heirs, chantocood and assigns that 9 ans tanqully seized in fee ample of the granted premises. that they are free from abe incumberances that I have good right to see and convey the same as aquerand; and that $I$ ire and my heirs eepecutous, and adrimin Haters shale Warrant and Defend the same to the sand grantee and his heirs and assigns forever against the lane que claims and dennands of ale persons, and for the consideration afvesard S. Sarah 0 . Abbott wife of said goel $a$, abbott do hereby release unto the of antes and his hins an al assigns are right of or to both Dower and pbornertead in the granted penises. Au Witches Whereof we the sard goeb $a$ abbot and Sarah $a$. abbot e his rife Thereunto set our hands and seals this 25 to day of alpine in tho. year one-triousand eight surrdred and ninety four. Signed and seabed in, gre os abbott seal presence of goon warren Sarah $a$, abbott seal Erma b-abbatt bommonueate of massachusetts Middlesey ss. Lourele aprue 25 1894. Then personally op pared tho above named gael as abbott and aden oweedged the foregoing instrument to he sis free act and abed. before me goons Warren. gustice of the Peace.


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g.\&. Tonkin os $^{2}$

## Pe Release

B) 460 P 177

Disclararge B 1462 P. 273.

Yenowale wen by these Presents se nat we. gain E. Mc. Gathers and $B$ Res $a$. mc. Gathers bolts of $\& y m m$ in the bounty of Gesey and Coumonureatien of Massa Chusetts ins consideration of one dollar and other val unable considerations raid is by goes \&. Sorithiureb of Peabo dy in sard bounty the receives where of is here by acknowledged, do hereliy gina, on ant, bargain. Seel and coney unto tire sard Southowick three certain parcels of lana with the buedings thereons, sitirated in said ed Lo un odes crehed andbounded as follows. Lot 1. beginning at a fount on Rockaway So, running 960 th Earilerey on Brockanvay 80. fatty two and $50142 . \frac{50}{100}$ South easterly by land of ib nesmahan ninety $(90)$ feet South masterly by Damper Eat. 42.50 feet. Troitimesterly by 0 Miens laud ninety ( 90 ) feet, being land conveyed to wee in mary 9. Damper 66 Rockaway st. Buy deed aug. 7. 1888. Recorded in Book 1254. Le of 272. Lot 2.
and assigns that we are lawfully seized in fee sin pile of the granted premises. that they are free from plank un all incumbrances, that we have good right to sext fond convey the same as afaresoid: and that we riel and our hevis, executors arid administrators shidel warrant and defend the same to the grantee and this hevis and assigns forever against the lawful claims and demands of all persons. In wires whereof we the said Henry Wilson Butler and the said bari: lIme E. Butler hereunto set our hards and seals this ninth day of march in the year one thousand nine hurd. dread and seven Signed and sealed.
in -presence of
Robert in Mahovey to both Inassarchusetto Essex so ll march 9, 1907. Then personably appeared the above non. ed Carven E. Butler and acknowledged the faregoingl instrument to be her free act and deed, before me Robert $m$. Mahoney Gustice of the Peace

Henry W. Butler seal Caroline E. Butler seal lommonrwealth of
letweem-lots twenty one and twenty tho would strike thence running marthmesterly on sard extended line twenty eight feet to the southwesterly corner of lat twenty two, thence running northeasterly on said lot Guventy two thirty feet to the point of beginning subject to the conditions, restrictions and easement contained ar referred to un the deed to me from Noel Q. Abbott dated April 25, 1894 recorded Q. 1408 Q. 8b: Jo have and to hold the granted prem; bises with all the privileges and appurtenances thereto belonging to the said Golm $;$. Cabeen and his heine and assigns, to their own use and behoof forever. And 9 do hereby for myself and my heir, executors and radministratara covenant with the grantee and his henri and rasigins that sam lawfully seized in fee simple of the grouted premises, that they are free from abl incumbrances, except as aforesaid that I have good right to sell and convey the same as a. foresaid: and that sure and my hevis, executors and padministratars shall, warrant and defend the same Ito the grantee and his hevis and assigns forever a. point the laufue clams and demands of all persona except as aforesaid. And far the consideration afore: sand I, many B. Appleton wife of sand goieph 干. ap pleton hereby release unto the grantee and this heirs and assigns, all right of ar to both dower and home. Stead and all ocher rights by statute ar athernvise Mri the granted premised. Tn wiriness whereas we the said Goseph F. Appleton and many B. Apple: ton hereunto set arr hands and seals this 29 th day "of Tammany in the year one thousand mine hundred and seven
Both signed, sealed and de. levered in presences of
Rachel $m$. Appleton
7 Joseph F Appleton seal mary B. Appleton seal Commonwealth of Inassachusetts Essex so Gamy 29, 1907. Then personally appeared the above normed Joseph F. Appleton and aclsnowledged the foregoing matrument to the his free vet and deed, beforemer, Fred $a$. horton Notary Public Poser ss Received march 1, 1907,90clls a. m. Recorded + En mined by. Diehard fobcele. Req-

Minor all men by these presents that-gohn wi. Babeen of 8 abler in the County of Essen and Com. monveabth of massachusetts in consideration of tweed. ty fire hundred (2500) dollars paid by Henry R. Roll. tents of said 8 ahem the recept whereof is hereby ac knowledged, do hereby give, grant, bargain, sell and convey unto the said Henry $H$. Roberts a certain lat of land in said Salem at Gurufier Point, being lat 22 ron a plan entitled" Plan of Cottage Lats at Gumiper Point, Salem heck, B. A. Putnam, Surveyor, October, 18 ts" recorded with Essex South District Deeds, plan book Tho 1, plan ho. 15 , with all the brildingo thereon. Ald a parcel adjoining sand lat 22, and between it and thigh water mark, hounded, beginning at the South easterly corner of sand lat 22 and rumunig Southeast. early in a line which is the extension in a striaght lune of the line between lat 22 and lat 23 on said plan, about fifty ( 50 ) feet to high water mark: thence cumming Southwesterly on high water marls to a point which an extension un a straight hive between lats 21 and 22 would strike, thence running harthrwesterly on said extended line tuventy eight (28) feet to the South westerly corner of lat 22', thence run ming hantheasterly jon said lat 22, thirty (30) feet to the point of beginning subject to the conditions, restrictions and easements conj. tanned or referred to in a deed of Joel a. abbott, dated ll April 25th, 1894 , and recorded with said deeds. Book 140 of Page 8b. Benin the premises conveyed to me by deed of Joseph F. appleton. To hare and to hold the grant. ted -premises with ale the privileges and appurtenance d thereto belonging. to the said Henry $1 \alpha$. Roberts and hi" theirs and assigns, to their own use and behoof forever. And $s$ hereby for myself and my heirs, extecentara and administrators, covenant with the grantee and his heir and assigns that sam laufuely seized in fee simple do the granted premises: that they are free from all in: cumbrances except as aforesaid that $s$ hove good righlit to sell and convey the same as aforesaid: and that O will and my hevis, executors and administrators aholle warrant and defend the same to the grantee and hill Pheiri and assigns forever against the lawful claims land demands of ale persons. Provided nevertheless. passugins, shall pay unto the grantee. on his extecutand podministrations, an asougins, the sumo of twenty fie huns. dared dollars in one year from this date, with interest semi annually at the rate of fire per cent per annul land until such payment shall pay all tanks and a! sessments, to whomsoever laid or assessed, whether on the granted premises ar on any interest therein, ar on, the debt secured hereby! shall keep the buildings on pard pressies mourned against fire, in a sum not lisp than twenty fire hundred dollars for the benefit of be grantee and his executors, administrators and ad corgis, mi such form and at such insurance offices ap they shall approve, and, at least two days before the lepfiration of any policy sow sand premises shall delver to him or them, a new and sufficient poly to take the place of the one so expiring: and -hall not could mit as suffer any strip ar waste of the granted prem sis, or any breach of any covenant herein contained then this deed. as also a note of even date here pith, signed by me whereby 9 promise toplay to the grantee ar order the sand principal sum and instal. mints of interest at the times aforesaid, shall be paid. But upon any default in the performance for observance of the foregoing condition, the grantee bor his erecutars, administrators ar asougis, may sell the granted premises ar such proaction thereof as may remain subject to this mortgage in case of any parl. trial release hereof together with all improvements that may be thereon. by public auction un said salem first publishing a notice of the time and place of sale once each weeks for three successive weeks in some one newspaper published in sand Eases bounty fond may convey the same by proper deed ar deed to the purchaser ar purchasers absolutely and in fee simple: and such sale shall forever lar me. and ole persons clovining under me from all right it and interest in the granted premises whether at lain Dor in equity. And out of money arising from such sale the grantee or his representatives shall be en. titled 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 anil default in the performance pr observance of the said condition, rendering the surplus, if any, to me or my heirs or asaugnsi, and o hereby. for myself and my hevis ar assigns. cove. pant with the grantee and his hevin, eyecutare, ad.|. misistratars and assigns; that, in case a sale shade the made under the foregoing power, $I$ or they will Muon request, execute, acknowledge and delver to the purchaser or purchasers a deed or deeds of release conforming such sale, and sand grantee and his as. signs are hereby approunted and constituted the attorn. ley or attorneys irrevocable of the said granter to fetecute and delver to the sand purchaser a fuel transfer of ale policies of insuriance on the bird. lugs upon the land covered by this mortgage at the ll thine of such sale. And it is agreed that the grown. tee, or his esecutara, administrators ar assigns, ar pony person an persons in their behalf; may purchases at any sale made as aforesaid, and that no other purchaser shall be ansuverable for the appheation of the purchase money: and that, until default in the performance an observance of the condition of this del I and my hers and assigns may hold and enjoy the granted premises and receive the rents and furofi: its thereof. And for the consideration aforesaid $9, S_{N}^{\prime \prime}$. rah $a$. Baleen, wife of gohm z. Baleen, do hereby re: please unto the sound grantee and his heirs and as. sugins all right of or to bloch dower and homestead iris the granted premises and ale rights by statute l and all other rights therein. In witness whereof l| we the said John F. Babeen and Sarah Q. Baleen here. unto set our hands and seals this fourteenth dali Po February in the year one thousand nine hundred
and seven.
signed and sealed in presence of
Thus Helen Therrule Gohm F. Babeen seal Sarah a Cabeen
Commonnealtin of mail Isachusetta Essex ss February 14, 1907: Then personally. appeared the above named Holm $\ddagger . t$ been and acknowledged the foregoing ins. strument to be his free act and deed. hefare mes Fred a. horton Notary Public

Boer an Recon mari, 1907.90 ells arm. Rect tit by.
Hand

Indenture
ina. Gardner etrae

J fin Indenture made this twenty eighth day of Feb. summary A.D. 1907, between <compat>h. Augusta ty pardner, widour of Daniel $B$. By arden, Human, late of of alem in the Count. thy of Essex and Commonwealth of massachusetts, de. ceased, leertrude e. Peach, wife of $W$ army $R$. Peach and daughter and only heir of Darnel $B$. Pardner, Gr: and Gown 5 . Cabeen, ale of said Salem, witreaseth that the sard $n$. Augusta H pardner and lyertrude es. Peach In consideration of one dollar pard by sand Gohm $F$. Cabeen, the receipt vibereof is hereby ackmowledgedi aria in consideration of the covenants of the sard gohm I. "Cabeen hereinafter contained., do hereby release and far|. ever quitclaim motor the said gohn $F$. Cabeen, and hip heir and assugins, all those parcels of land situated 'un said \& salem on Gumiper Point, which are particular. Hl described un a deed of the sard $D$ anil $B$. Y and: Miner Or. To Alfred Peabody et al, dated November i st 1875 and recorded with Essex South District Deed م, book 941 prage 166 . sand john $7:$ Cabeen being the present owner thereof by deed of Joseph $\mp$. Appleton dated Gommary 29 tb, 1907 and herewith to be recorded Intending to hereby release said praveels of land frown the conditions un said deeds mentioned. To have and ito hold the same to the sound Holm I. Baleen, and his heirs and assigns, to their our use and behoof forever. And the sand Golm F. Baleen for himself! and his heirs and assigns doth hereby covenant and, agree with the said $h$. Augusta ely arden and len. truce e. Beach and their heirs and assigns, that. no shop, stare, public house, boarding houses, saloons var stable shall ever be erected on the frost parcel If land described in said deed from said Daniel B.I Ilardmer. fo. to Alfred Peabody et al, nan any tined. Ing thereon used far any of said purposes that po building shale be erected on the second described parcel, and that a strip thereof ten (ID) feet wide, rept Thigh water marls, shale forever the kept open, free land unobstructed, as a puebla sidervalls and prove. made. And for the consideration aforesaid, I, Harry R. Peach, husband of the sard Iertrude e. Peach, do-
hereby release unto the said grantee and his heirit land assigis, all estate by the curtesy ar atherinid thi the granted premises, and all rights by statuted and ale other rughts therein. In vitness whereoif We, the said $n$. Anguata Pardner, Hertrude es. Qeachll il arry P. Deach and Gohn F. Cabeen hereunto set oun hands and seals the day and year first alove writ. ten.
 Massachusetts Essery Warry $R$ : Peach ss Aalem. Debuary Gohm F. Babeen
 28,1907. Then personally appeared the above named hi, Ongusta P ardmer, ty ertrude is. Peach and $N$ arry $R$.
Peach and acknoukedged the faregoing instrument to the their free art and deed. hefare me, Sommel N. Batchelder Gustice of the Peace Ennersadecid mar. 11907.90 ella arm Rect tyly.


1) \{nour ale men by these presents that 9 , patter 8. Ifint of Beverly, in the County of Essen iand Bommoinveabth of massachusetts in considera tion of seventeen hundred dollars paid by the Dawvers \& orrngs Brombs a carporation eatablished underthe lamis of the bommonnealth of massachusetts the receipt whereof is hereby acknowledged, do here. by give, groant, bargain, sele and couvey untro the sail corparation the Danvers \&armgs Bank, its successard tand assugno farever. a certain parcel of lound, with the Cribdinge thereon situate on the Southeasterly sude of Giles Arvenve, in sard Beverly and bounded pand described as follous ing: Beginning on the soid Southeasterly side of liles hivence at lat hog on a plan hereinafter described. thence rumung Southeast prly by said fot ho 2 , one hundred ( 100 ) feet thencel thining at rught angles with the course last descripl. led and rumning Southwesterly, one hundred twenty three and suit tenths (123.b) feet. to land now in farmerly of Walter \&. Flnt . thence turning and rmil. mung harthwesterly by said land nour on farmerly of Flnet, one hundred thirty nune and eight tenthe(199.8) ffeet to soud Siles anemue. thence turning and runil. innig by sard ly iles Qvenue, on two courses, hartheast
W. 8. Flnt ta
Danvers Sanga Bnk.
कonshange B. 3354 P. 576
this fifth day of Juhe 1939. William D. Chapple (seal) THE COMMONWEALTH OF MASSA- ) CHUSETTS Essex ss. June 5th) 1939. Then personally ap-) peared the above-named Wil-)

Beverly National Bank (Corporate seal)
By Ruel P. Pope Vice-Pres. Fred H. Porter Asst. Cashier Trustees $u / w$ Laurence E. Pedrick liam D. Chapple, trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me

## Mary B. Tudbury Notary Public <br> My commission expires January 221944

I, Edward S. Webber, hereby certify that I am the Clerk of the Board of
Vote Directors of the Beverly National Bank of Beverly, Massachusetts and that at a regular meeting of the Directors duly held on August 2, 1927, a quorum being present, the following vote was unanimously adopted: VOTED: That the President, or any Vice President, together with the Cashier or any As sistant Cashier of this Bank be, and they hereby are authorized and empowered in the name and on behalf of this Bank to sell, assign, transfer and deliver, shares of stock or of any interest in any corporation, association or trust, certificates of such shares of stock or of interest, registered bonds, notes, certificates of indebtedness and all other forms of intangible property now or hereafter owned by or standing in the name of this Bank of standing in the name of this Bank as collateral security or otherwise, and for that purpose to make and execute all necessary acts of assignment and transfer thereof, including the appointment of an attorney, with power of substitution, with like full power, to lawfully act by virtue hereof, and to assign, convey, discharge, in whole or in part, any mortgage of real estate or personal property standing in the name of this Bank, to foreclose any such mortgage and to execute and deliver any deed of transfer and other instruments incidental thereto or desirable in connection therewith. I further certify that said vote has not been amended or rescinded, and is in full force and effect and that Ruel P. Pope is a Vice President and that Fred H. Porter is an Assistant Cashier of this Bank. Attest: Edward S. Webber Clerk of the Board of Directors. (Corporate seal) Essex ss. Received June 6, 1939. 34 m . past 4 P.M. Recorded and Examined.

I, John F. Cabeen of Salem, Essex County, Massachusetts for consideration paid, grant to Nora I. Harrington of said Salem with WARRANTY COVENANTS a certain lot of land in said SALEM on Juniper Point being lot twenty-two on a plan entitled "Plan of Cottage Lots at Juniper Point, Salem Neck, C.A. Putnam, Surveyor, Oct. 1875" recorded with Essex, So. Dist., Deeds, Book 1 of Plans, Plan No. 15, with all buildings thereon; also a parcel ad-

Cabeen

Harrington
One \$2. R. Stamp Documentary
Canceled

Harrington to

Cabeen

See Page 449
$\qquad$
joining said lot twenty-two and between it and high water mark bounded beginning at the southeasterly corner of said lot twenty two and running southeasterly in a line which is the extension in a straight line of the line between lots twenty two and twenty three on said plan fifty feet more or less to high water mark, thence running southwesterly on high water mark to a point which an extension in a straight line of the line between lots twenty one and twenty two would strike, thence running northwesterly on said extended line twenty eight feet to the southwesterly corner of lot twenty two, thence running northeasterly on said lot twenty two theirty feet to the point of beginning. Said premises are conveyed subject to the restrictions contained in a certain indenture between N. Augusta Gardner et al and said John F. Cabeen, dated February 28, 1907 and recorded with said Deeds, Book 1862, Page 478, so far as said restrictions are now in force and effect. Said premises are the same premises conveyed to the granter herein by Joseph F. Appleton, by deed dated January 29, 1907 and recorded with said Deeds, Book 1862, Page 473. Said premises are conveyed subject to a mortgage in the amount of $\$ 3,000.00$ held by the Salem Savings Bank, and the taxes for 1939, both of which the grantee herein, by the acceptance of this deed, agrees to assume and pay. I, Sarah A. Cabeen wife of said grantor, John F. Cabeen release to said grantee all -rights of dower and homestead and other interests therein. WITNESS our hands and seals this fifth day of June 1939. THE COMMONWEALTH OF MASSACHUSETTS )

John F. Cabeen (seal)
Sarah A. Cabeen (seal) Essex ss. June 51939 Then personally appeared the above named John F. Cabeen and acknowledged the foregoing instrument to be his free act and deed, before me Robert W. Hill Notary Public

Ny commission expires September 71945
Essex ss. Received June 6, 1939. 34 m . past 4 P.M. Recorded and Examined.

I, Nora I. Harrington, widow, of Salem, Essex County, Massachusetts, for consideration paid, grant to John F. Cabeen of said Salem, with MORTGAGE COVENANTS, to secure the payment of One Thousand ( $\$ 1,000.00$ ) Dollars in one year with five per cent interest per annum, payable quarterly as provided in a note of even date, a certain lot of land in said SALEM on Juniper Point being lot twenty-two on a plan entitled "Plan of Cottage Lots at Juniper Point, Salem Neck, C. A. Putnam, Surveyor, Oct. $1875^{\prime \prime}$ recorded with Essex, So. Dist., Deeds, Book 1 of Plans, Plan No. 15, with all buildinge thereon; also a parcel adjoining said lot twenty two and between it and high water mark bounded beginning at the southeasterly corner of said lot twenty two and running southeasterly in a line which is the extension
in a straight line of the line between lots twenty two and twenty three on said plan fifty feet more or less to high water mark, thence running southwesterly on high water mark to a point which an extension in a straight line of the line between lots twenty one and twenty two would strike, thence running northwesterly on said extended line twenty eight feet to the southwesterly corner of lot twenty two, thence running northeasterly on said lot twenty two thirty feet to the point of beginning. Said premises are conveyed subject to the restrictions contained in a certain indenture between N. Augusta Gardner et al and said John F. Cabeen, dated February 28, 1907 and recorded with said Deeds, Book 1862, Page 478, so far as said restrictions are now in force and effect. Said premises are the same premises conveyed to me by the said John F. Cabeen by deed of even date and to be recorded herewith. Said premises are subject to a prior mortgage in the amount of $\$ 3,000.00$ held by the Salem Savings Bank. This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale. WITNESS my hand and seal this fifth day of June 1939 Nora I. Harrington (seal) THE COMMONWEALTH OF MASSACHUSETTS Essex ss. June 5th, 1939 Then personally appeared the above-named Nora I. Harrington and acknowledged the foregoing instrument to be her free act and deed,
before me, Charles F. Manning Notary Public
Essex ss. Received June 6, 1939. 34 m . past 4 P.M. Recorded and Examined.

I, John F. Cabeen of Salem, Essex County, Massachusetts, holder of a mort gage from Nora I. Harrington to me dated June 5, 1939 recorded on said date with Essex South District Registry of Deeds and being instrument num-bered-of that date. assign said mortgage and the note and claim secured thereby to Beverly National Bank and William D. Chapple, Trustees under the Will of Laurence E. Pedrick, late of said Salem, WITNESS my hand and seal this fifth day of June 1939 John F. Cabeen (seal) THE COMMONWEALTH OF MASSACHUSETTS Essex ss. June 5th 1939 Then personally appeared the above-named John F. Cabeen and acknowledged the foregoing in ${ }_{\dagger}$ strument to be his free act and deed before me

Robert W. Hill Notary Public
My commission expires Sept 71945
Essex ss. Received June 6, 1939. 34 m. past 4 P.M. Recorded and Examined.
The Newburyport Five Cents Savings Bank, holder of the foregoing mortgage, hereby acknowledges satisfaction of the same. IN WITNESS WHEREOF, the said Savings Bank has caused its corporate seal to be hereto affixed and

Assgt.
Cabeen
to
Beverly Nat'l
Bk., et al Trs.

Discharge
N'port. F.C.S.Bk.

The Salem Savings Bank, the holder of the within mortgage, thereby acknowledges satisfaction of anted
Zit \#itness Whereof, the said Salem Savings Bank has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Roland A. Stanley: its Treasurer. hereunto duly authorized, this nineteen th in the year nineteen hundred and fifty. day of October:-
 appeared $\quad$ R ola day of October $A$, Stanley to me personally known, who, being by me duly sworn, did bay that he is the Treasurer of said Salem Savings Bank, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and scaled in behalf of said Corporation by authority of its By-Laws, and acknowledged said instrument to be the free act and decebof said Corporation.


Essex as, Recorded Oat, 20, 1950,30 me past 1 P. 4.
KHON ALL MEN BY THESE PRLSEHTS Trim I, Leo F. Harrington
of Salem,
Essex County, Massachusetts,
mingmemen for consideration paid, grant to John a. Cony and Helen li. Convoy, husband and. wife, as tenants by the entirety, both said Salem
with warranty tomptants
the land in said Salem with the buildings thereon bounded and described as follows:
(description andenembrantifary)
Northwesterly by Central Avenue, no: called Bay View Avenue, thirty three and six-tenths (33.6) feet, northeaster by by lot 23 on plan hereinafter referred to fifty eight (58) feet, southeasterly by the parcel next hereinafter described thirty (30) feet and southwesterly by lot 21 on said plan sixty three (63) feet. iso a marcel adjoining said lot and between it and high water mark, bounded as follows: Beginning at the southeasterly corner of said lot and running southeasterly in a line which is the extension in a straight line of the line between lots 22 and 23 on said plan about fifty (50) feet to high water mark, thence running southwesterly b: high water mark to a point which is the extension of a straifht line of the line between lots 21 and 22 on said plan, thence running northwesterly by said extended line twenty eight (28) feet to the southwesterly corner of said lot 22 , thence running northeasterly on said lot 22 thirty (30) feet to the point of beginning. Being lot 22 and rear of lot 22 on plan recorded in Book of Plans 1 Plan *15.
And I, Marjorie $R_{\text {Harrington }} \quad$ husband $\quad$ wife said granter,
release to said grantee all rights of $\frac{\text { dower and homestead }}{\text { dot }}$ and other interests therein.


The Citumanupalth of silagearhumetig

Then personally appeared the above-named $L \in O \quad \mathcal{F}$. 1 anarington
and acknowledged the foregoing instrument to be $k i s$ free act and deed, before me


Essex ss. Recorded Oct. 20, 1950. 30 m . past I P.M.

KNOW all men by these presents that.... We, .. John a. Conwuy anc . Helen i. . Conway.,...hus.band and wif.........both
baixg-wmwerried, for consideration paid, grant to the SALEM FIVE CENTS SAVINGS BANK, a corporation duly established by law and located in Salem in the County of Essex, Commonwealth of Massachusetts, with Mortgage Covenants, to secure the payment of

Hine...Thousand
Dollars
 as provided in a note of even date, the land in ....said...Salem with the buildings thereon bounded as follows:

Northwesterly by Central Avenue, now called Buy View nvenue, thirty three and six-tenths (33.6) feet, northeastcrly by lot 23 on plan hereinafter referred to fifty eight (58) feet, southeasterly by the parcel next hereinafter described thirty (30) feet and southwesterly by lot 21 on said plan sixty three (63) feet. also a parcel adjoining said lot and between it and hifh water mark, bounded as follcws: Beginning at the southeasterly corner of said lot and running southeasterly in a line which is the extension in a straight line of the line between lots 22 and 23 on said plan about fifty (50) feet to high vater mark, thence running southwesterly bv iigh wat r mark to a point which an extension in a straight line of the line between lots 21 and 22 on said plan would strike, thence running northvesterly, on said extended line twenty eight (28) feet to the southwesterly cornery of said lot 22, thence running northeasterly on said lot 22 thirty (30) feet to the point of beginning. Beinf lot 22 and the rear of lot 22 on plan recorded in Book of Plans 1 Plan 15. Said oremises are subject to restrictions and stipulations contained in Indenture dated February 28, 1907 and recorded in Book 1862 Page 478. Being the same $\mathfrak{y r e m i s e s}$ conveyed to us by deed of Leo F. Harrington recorded herewith.

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

The mortgagor agrees and covenants to pay to the mortgagee, on the payment dates of the note secured by this mortgage, in addition to the payments of principal and interest therein required, a monthly apportionment of the sum estimated by the mortgagee to be sufficient to make payment of all municipal taxes, charges and assessments and insurance premiums, upon the mortgaged property as they shall become due and any balance due for any of said payments shall be paid by the mortgagor. The mortgagee is hereby apecifically authorized to pay when due, or at any time thereafter, all of said payments and to charge the same to the account of the mortgagor.

In the event of the ownership of the mortgaged premises, or any part thereof, becomes vested in a person or persons other than the mortgagor, the mortgagee may, without notice to the mortgagor, deal with the successor or successors in interest with reference to the mortgage and the debt hereby secured, and in the same manner as with the mortgagor without in any way vitiating or discharging the mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the mortgagee and no extension, whether oral or in writing, of the time for the payment of the debt hereby gecured given by the mortgagee shall operate to release, discharge, modify, change or affect the original liability of the mortgagor herein, either in whole or in part.

The mortgagor covenants and agrees to perform and observe all of the terms and conditions of the mortgage note secured by this mortgage, and further covenants and agrees to pay on demand to the mortgagee, or the mortgagee may at its option add to the principal balance then due, any sums advanced or paid by the mortgagee on account of any default, of whatever nature, by the mortgagor, or any sums advanced or paid. whether before or after default, for taxes, repairs, improvements, insurance on the mortgaged property or any other insurance pledged as collateral to secure the mortgage loan, or any sums paid to the mortgagee, including reasonable attorney's fees, in prosecuting, defending or intervening in any legal or equitable proceeding wherein any of the rights created by this mortgage are, in the sole judgement of the Bank, jeopardized or in issue.

This martgage is upon the Statutory Condition; for any breach of which the mortgagee shall have the Statutory Power of Sale.



COMMONWEALTH OF MASSACHUSETTS
Essex, ss.
Then personally appeared the above named..... John A. Conway
and acknowledged the foregoing instrument to be..........his................. free act and deed.
Before me,


Essex. ss. Recorded Lct. 20, 1950. 30 m . past l P. M.

WE, Peter J. Fallon and Marilyn E. Fallon, husband and wife
as tenants by the entirety
of Salem, Essex
County, Massachusetts,
Whyrinnexind for consideration paid, and in full consideration of Three Hundred Five
Thousand and 00/100 (\$305,000.00) Dollars grant to Natalio F. Bettencourt
strand
[Description and encumbrances, if any]

FOR A COMPLETE LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO

## Q377]JNHO <br> DEUS REG 10 ESSEX SOUTH

09/04/96

| TAX | 1390.80 |
| :--- | :--- |
| CASH | 1390.80 |

3722A000 13:42
EXCISE TAX


ss.
Then personally appeared the above named Marilyn E. Gallon and acknowledged the foregoing instrument to be

September 3.1996
Peter J. Fallow and
their free act and deed before me

("Individu al-Joint Tenants - Ténants in Common.)
CHAPTER 183 SEC. 6 AS AMENDEDBBYCHAPYER 497 of 1969
Every deed presented for record shall contain or have endorsed Weigh the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars of the nature of the other consideration therefor if not delivered for a
 assumed by the grantee or remaining thereon. All ash endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording units it is in compliance with the requirements of this section.

## EXHIBIT A

126 Bayview Avenue
Salem, MA 01970

The land in gaid Salem, with the buildings thereon, bounded and described as follows:

NORTHFESTRRLY by Central Avenue, now called Bay View Avenue, thirty-three and six tenths (33.6) feet;

NORTHRASTERLY by Lot 23 on plan hereinafter referred to fiftyeight (58) feet;

SOUTBEASTERLY by the parcel next hereinafter described thirty (30) feet; and

SOUTHFESTERLY by Lot 21 on said plan sixty-three (63) feet.
Also a parcel adjoining said lot and between it and high water mark, bounded as follows:

Beginning at the Southeasterly corner of said lot and running
SOUTHEASTERLY in a line which is the extension in a straight line of the line between Lots 22 and 23 on gaid plan about fifty (50) feet to high water mark; thence running

SOUTHWESTERLY by high water mark to a point which is the extension in a straight line of the line between Lots 21 and 22 on said plan; thence running
NORTHWESTRRLX by said extended line twenty-eight (28) feet to the Southwesterly corner of said Lot 22; thence running

NORTAEASTERLI on said Lot 22 thirty ( 30 ) feet to the point of beginning

Being Lot 22 and rear of Lot 22 on plan recorded in Essex South District Registry of Deeds, Book of Plans 1, plan 15.

Being the same premises conveyed to Peter J. Fallon and Marilyn E. Fallon, husband and wife, as tenants by the entirety, by deed of John A. Conway dated January 10, 1975 and recorded with Essex South District Registry of Deeds in Book 6122, Page 616.


## BK 6122 PG 616

I, John A. Conway
of Beverly,
Essex County, Massachusetts,
being married, for the full consideration of ............. $\$ 26,500.00-\ldots . .$.
grant to Peter J. Fallon and Marilyn E. Fallon, husband and wife, as tenants by the entirety, both residing at 126 Bay View Avenue in Salem in said County of Essex,
with quitrlatur caupnants thexdeodin
The land in said Salem, with the buildings thereon, bounded and described as follows:

NORTHWESTERLY by Central Avenue, now called Bay View Avenue, thirty-three and six tenths (33.6) feet;
NORTHEASTERLY by Lot 23 on plan hereinafter referred to fifty-eight (58) feet;

SOUTHEASTERLY by the parcel next hereinafter described thirty (30) feet; and
SOUTHWESTERLY by Lot 21 on said plan sixty-three (63) feet.
Also a parcel adjoining said lot and between it and high water mark, bounded as follows:

Beginning at the Southeasterly corner of said lot and running
SOUTHEASTERLY in a line which is the extension in a straight line of the line between Lots 22 and 23 on said plan about fifty (50) feet to high water mark; thence running
SOUTHWESTERLY by high water mark to a point which is the extension in a straight line of the line between Lots 21 and 22 on said plan; thence running
NORTHWESTERLY
by said extended line twenty-eight (28) feet to the Southwesterly corner of said Lot 22; thence running on said Lot 22 thirty (30) feet to the point of beginning

Being Lot 22 and rear of Lot 22 on plan recorded in Essex South District. Registry of Deeds, Book of Plans 1, Plan 15.

Being the same premises conveyed to John A. Conway and Helen M. Conway, husband and wife, as tenants by the entirety, by deed of Leo F. Harrington, dated October 20, 1950 and recorded with said Deeds, Book 3778, Page 334, the said Helen M. Conway having deceased on November 8, 1964 (Essex County Probate No. 281964).


Mass. Troise Stamps $\ln 0 / 2,2$ aifired
and cancolled on bantr of this ingitrument.



I, NATALIO F. BETTENCOURT of 126 Bayview Avenue, Salem, Essex County, Massachusetts

02/14/97 12:53 Inst 297 BK 13974 PG 487
for nominal consideration paid
grant to NATALIO F. BETTENCOURT and DELIELA C. BETTENCOURT, husband and wife, as tenants by the entirety both of 126 Bayview Avenue, Salem, Essex County, Massachusetts
with quitclaim covenants
The land in said Salem, with the buildings thereon, bounded and described as follows:
NORTHWESTERLY by Central Avenue, now called Bay View Avenue, thirty-three and six tenths (33.0) feet;

NORTHEASTERLY by Lot 23 on plan hereinafter referred to fifty-eight (58) feet; SOUTHEASTERLY by the parcel next hereinafter described thirty (30) feet; and SOUTHWESTERLY by Lot 21 on said plan sixty-three (63) feet.

Also a parcel adjoining said lot and between it and high water mark, bounded as follows:
Beginning at the Southeasterly corner of said lot and running
SOUTHEASTERLY in a line which is the extension in a straight line of the line between Lots 22 and $\mathbf{2 3}$ on said plan about fifty (50) feet to high water mark; thence running

SOUTHWESTERLY by high water mark to a point which is the extension in a straight line of the line between Lots 21 and 22 on said plan; thence running

NORTHWESTERLY by said extended line twenty-eight (28) feet to the Southwesterly corner of said Lot 22; thence running;

NORTHEASTERLY on said Lot 22 thirty (30) feet to the point of beginning

Being Lot 22 and rear of Lot 22 on plan recorded in Essex South District Registry of Deeds, Book of Plans 1, Plan 15.

For title see deed of Peter J. Fallon and Marilyn E. Talon dated September 3, 1996 recorded with said Registry of Deeds in Book 13741, Page 36.

Executed as a sealed instrument this $13^{\text {® }}$ day of February, 1997.


## COMMONWEALTH OF MASSACHUSETTS

Essex, ss.
February 13, 1997
Then personally appeared the above named Natalio F. Bettencourt and acknowledged the foregoing instrument to be his free act and deed,


Before me,


ANGELES, HARMON \& BONFANTI
27 Low els Street
Peabody, MA 01880
$30 \times 83$

## QUITCLAIM DEED

We, NATALIO F. BETTENCOURT and DELIELA C. BETTENCOURT, both of Salem, Essex County, Massachusetts,
for consideration paid and in full consideration of FOUR HUNDRED THOUSAND AND 00/100 (\$400,000.00) Dollars
grant to GABRIEL DEMELO and MARIA D. DEMELO, husband and wife as tenants by the entirety, both of "126 Bay View Avenue, Salem, Essex County, Massachusetts 01970, with QUITCLAIM COVENANTS

The land with all buildings thereon in Salem, Essex County, Massachusetts, being known as and numbered 126 Bay View Avenue, bounded and described as follows:

NORTHWESTERLY by Central Avenue, now called Bay View Avenue, thirty-three and six tenths (33.6) feet;

NORTHEASTERLY by Lot 23 on plan hereinafter referred to fifty-eight (58) feet;
SOUTHEASTERLY by the parcel next hereinafter described thirty (30) feet; and
SOUTHWESTERLY by Lot 21 on said plan sixty-three (63) feet.
Also a parcel adjoining said lot and between it and high water mark, bounded as follows:
Beginning at the Southeasterly corner of said lot and running
SOUTHEASTERLY in a line which is the extension in a straight line of the line between Lots 22 and 23 on said plan about fifty (50) feet to high water mark; thence running

SOUTHWESTERLY by high water mark to a point which is the extension in a straight line of the line between Lots 21 and 22 on said plan; thence running

NORTHWESTERLY by said extended line twenty-eight (28) feet to the Southwesterly corner of said Lot 22 ; thence running

NORTHEASTERLY on said Lot 22 thirty (30) feet to the point of beginning.
Being Lot 22 and rear of Lot 22 on plan recorded in Essex South District Registry of Deeds in Plan Book 1 as Plan 15.

Being the same premises conveyed to the within grantors by deed of Natalio F. Bettencourt, dated February 13, 1997, recorded in said Deeds in Book 13974, Page 487.


EXECUTED as a scaled instrument this $20^{\text {th }}$ day of August, 2009.


## COMMONWEALTH OF MASSACHUSETTS

## Essex, ss.

On this $20^{\text {th }}$ day of August, 2009, before me, the undersigned notary public, personally appeared NATALIO F. BETTENCOURT and DELIELA C. BETTENCOURT, and proved to me through satisfactory evidence of identification, which was Photographic identification with signature issued by a federal or state government agency, a oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached documents), and acknowledged the foregoing instrument to be their free act and deed.

pavid L. Ankeles, Notary Public
(My Commission Expires: 10/05/12

# Massachusetts Cultural Resource Information System Scanned Record Cover Page 

| Inventory No: | SAL. 3484 |
| :---: | :---: |
| Historic Name: | Appleton, Joseph House |
| Common Name: |  |
| Address: | 126 Bay View Ave |
| City/Town: | Salem |
| Village/Neighborhood: | Salem Willows |
| Local No: | 44-118 |
| Year Constructed: | r 1880 |
| Architect(s): |  |
| Architectural Style(s): | Gothic Revival |
| Use(s): | Secondary Dwelling House; Single Family Dwelling House |
| Significance: | Architecture; Recreation |
| Area(s): | SAL.GZ: Salem Neck and Winter Island SAL.HA: Salem Willows Historic District |
| Designation(s): | Nat'I Register District (03/25/1994) |
| Building Materials(s): | Roof: Asphalt Shingle Wall: Wood Shingle |



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

This file was accessed on: Thursday, February 14, 2019 at 1:07: PM

MASSACHUSETTS HISTORICAL COMMISSION 80 BOYLSTON STREET BOSTON, MA 02116

Sketch Map: Draw map showing property's location
in relation to nearest cross streets and/or
geographical features. Indicate all buildings
between inventoried property and nearest
intersections).
Indicate north
$N \uparrow$

USGS-mane: $N$

## NATIONAL REGISTER CRITERIA STATEMENT (if applicable)

Located within the recommended Salem Willows Historic District, eligible under Criteria A and C.

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

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126 Bay View Avenue is a richly detailed example of the small summer cottages constructed in the Salem Willows area in the late 19th century. It is a \(1 / 2-s t o r y\), two bay cottage with Carpenter Gothic details. The complex roofline consists of a gabled front section with central gable, and a two-story, gabled roof extending to the rear. The one-story porch extends across the facade and east elevation, featuring a handsome jigsawn balustrade. The main entry is at the west end of the facade. The entire front section of the house is oranamented with jigsawn vergeboards and cornice trim. The window sash is varied including some replacement.
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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 is characteristic of the development of Salem Willows with summer cottages during the late 19 th and early 20 th centuries. It stands upon lot 22 of a plan of cottage lots dated October 1875. The house was standing by 1897 , when it was owned as a summer residence by Joseph Appleton, a manager for A.B. Russell \& Co., Boston. Appleton's year-round residence in 1897 was at 19 North Street, Salem. It is not known when the house was constructed, but the lot had previously been purchased by Henry W. Peabody (1875) and Joel Abbott (1880) before Appleton purchased it in 1894.

## BIBLIOGRAPHY and/or REFERENCES

Essex County Registry of Deeds
Hopkins, G. M. Atlas of Salem. Philadelphia, 1874 Richards, Atlas of Salem, 1897


[^0]:    ${ }^{1}$ MACRIS SAL.HA - Gardner is incorrectly referred to as Danial B. Goodwin, Jr. on the neighborhood plans submitted with the City of Salem in October and November of 1875.
    ${ }^{2}$ The stable lots are now a strip of garages on Cheval Avenue.

[^1]:    ${ }^{3}$ Southern Essex District Registry of Deeds, 941:166, 1875.
    ${ }^{4}$ In comparison with the home's 1989 MACRIS report (SAL.3484)

[^2]:    ${ }^{5}$ Ibid.

[^3]:    ${ }^{6}$ Genealogical and Personal Memoirs Relating to the Families of Boston and Eastern Massachusetts, Volume 3 William Richard Cutter, 1908, pg. 1334-1335.
    ${ }^{7}$ Ibid.

[^4]:    ${ }^{8}$ Ibid.
    ${ }^{9}$ Harvard University, Henry W. Peabody and Company Collection, MSS 766 1867-1957, Volumes HD-1 and HE-9
    ${ }^{10}$ Stereoviews by Edwin N. Peabody can be seen at Salem State University Archives and Special Collections

[^5]:    ${ }^{11}$ Salem Evening News, March 20, 1920
    ${ }^{12}$ Massachusetts Vital Records, 1840-1911. New England Historic Genealogical Society, Boston, Massachusetts.
    ${ }^{13}$ Southern Essex District Registry of Deeds: 1040:248, July 8, 1880.
    ${ }^{14}$ Massachusetts Vital Records, 1840-1911. New England Historic Genealogical Society, Boston, Massachusetts.
    15 "The City of Spindles," The Boston Globe, June 22, 1881, pg. 3.

[^6]:    ${ }^{16}$ Town and City Clerks of Massachusetts. Massachusetts Vital and Town Records. Provo, UT: Holbrook Research Institute (Jay and Delene Holbrook)
    ${ }^{17}$ Southern Essex District Registry of Deeds, 1862:473
    18 "Yacht Takeiteasy Found at Last," The Boston Globe, July 28, 1899, pg. 7.

[^7]:    19 "Estate of \$1,072,103.70 left by Joseph Appleton," The Boston Globe, January 14, 1930, pg. 1.
    ${ }^{20}$ New England Historic Genealogical Society; Boston, Massachusetts; Massachusetts Vital Records, 1911-1915
    ${ }^{21}$ The Boston Globe (Boston, Massachusetts) 25 Aug 1912, Page 14

[^8]:    ${ }^{22}$ The Boston Daily Globe (Boston, Massachusetts) 08 Feb 1915, Page 13.

