

HISTORIC SALEM INC

House History and Plaque Program

For Frederick and Christine Smith

5 North Pine Street

Salem, Massachusetts 01970

Research and Writing Provided by

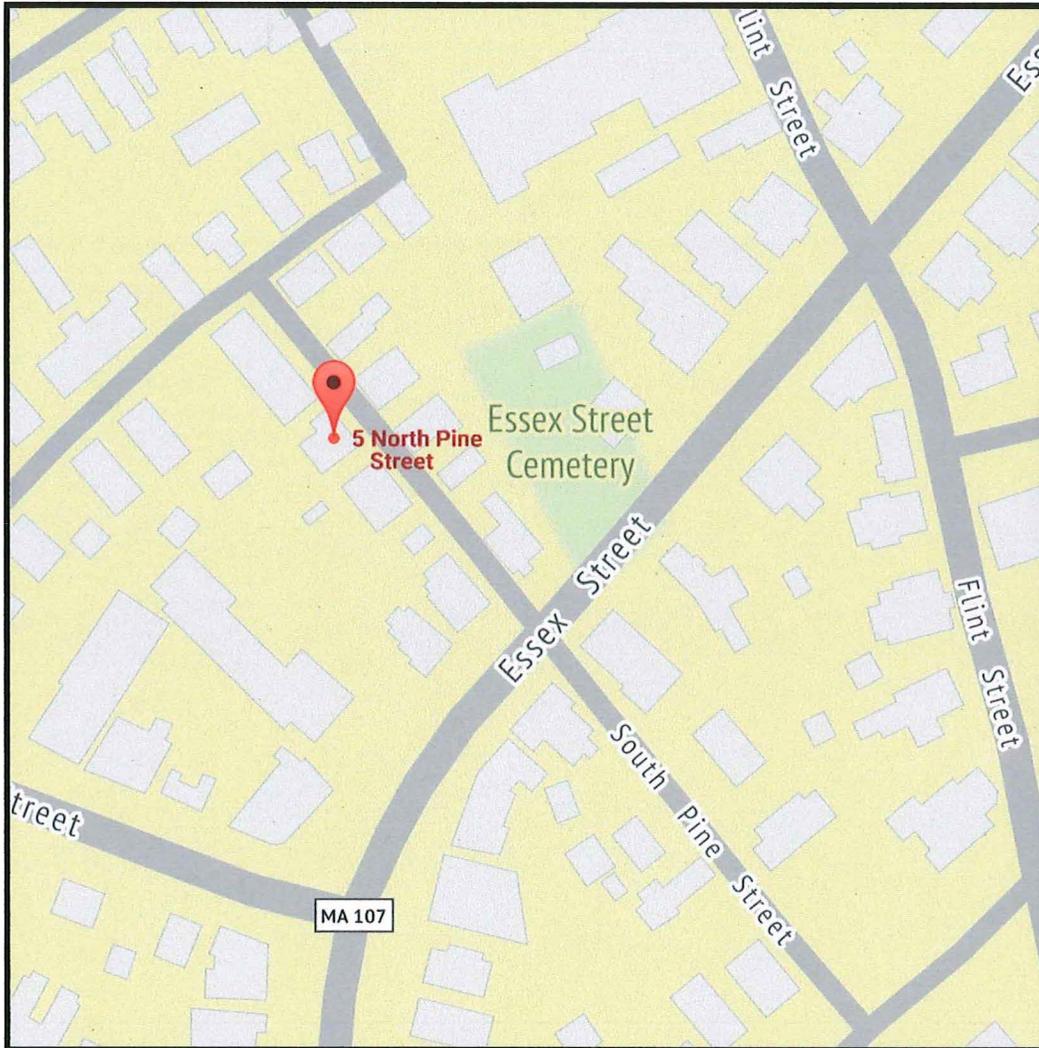
Kimberly Whitworth, J.D., M.A.

July 2015

Historic Salem, Inc.
9 North Street, Salem, MA 01970
978.745.0799 | HistoricSalem.org
© 2017



The House History of 5 North Pine Street





The House History of 5 North Pine Street, Salem, Massachusetts

According to available records, the house located at 5 North Pine Street was built by Enoch P. Fuller between 1861 and 1868. The land was sold by Nathaniel Frothingham and James Stimpson to Enoch P. Fuller in November of 1860. An examination of Salem City Directories between 1860 and 1868 reveals that Enoch P. Fuller was a carpenter by trade and that he lived at 7 South Pine Street during the time he owned the property located at 5 North Pine Street.¹

Enoch P. Fuller is most notably known as the father of Enoch Fuller (b. 1827), a local architect. Enoch Fuller worked with his father and studied architecture during a time when Italian and French styles were prominent. He designed several buildings in Salem such as the following:

- 5 Broad Street (presently used as the Senior Center) in 1855
- Downing Block (157 Essex Street) in 1857
- Plummer Hall (132 Essex Street) in 1856
- Immaculate Conception Church (15 Hawthorne Boulevard) from 1857 till 1864
- Essex County Courthouse (36 Federal Street) in 1861

From what records exist, it appears Enoch P. Fuller bought the lot at 5 North Pine Street as an investment and built the house to sell at a profit. The house has strong Federal-style characteristics, particularly the three story height, low pitched roof, and centered entrance. These features are found in houses built in the early 1800s, while houses built in the 1860s tend to be in a Greek or Colonial-revival style. This is an indication that the house may have been moved to the site, rather being newly

¹ Essex South County Registry of Deeds (hereinafter ESCRD) Book 615, Page 91; Salem City Directories for the years 1861, 1862, 1866 and 1872; 1860 U.S. census, population schedule. NARA microfilm publication M653, 1,438 rolls. Washington, D.C.: National Archives and Records Administration, n.d.; 1870 U.S. census, population schedules. NARA microfilm publication M593, 1,761 rolls. Washington, D.C.: National Archives and Records Administration, n.d.



constructed. However, with no record of the original location or the specific date moved proving this type of event is difficult.

As indicated, Fuller sold the property to John Swift of Salem on August 20, 1868². According to the 1870 census, John Swift was employed as a currier and he lived with his wife, Alice, and their four children—three boys and a girl. Webster’s 1828 dictionary defines a “currier” as “a man who dresses and colors leather, after it is tanned.”³

Both John and Alice were born in Ireland and were, respectively, 35 and 33 years of age in 1870. The 1870 census record reveals that John and Alice opened their house to a servant from Ireland named, Mary Brown, as well as to six men. Like Mary Brown, these six men immigrated from Ireland; like John Swift, they were employed as carriers.

The house at 5 North Pine Street would stay in the Swift family until 1999.

John Swift passed away on April 16, 1915 at the age of 78. He died intestate, without a will. His wife, Alice, had passed away some time prior to the 1910 United States Census.⁴ At John’s death, his heirs at law included his daughters, Isabella and Mary Swift, and his son, James A. Swift.⁵

James A. Swift passed away on August 10, 1924, also intestate.⁶ His daughter, Mary A. Swift and his two sons, James G. Swift and John J. Swift, inherited his interest in the house at 5 North Pine Street. John Swift’s daughter, Mary Swift passed way a year later on October 26, 1925, intestate.⁷ Her interest in the house at 5 North Pine Street passed to her sister, Isabella Swift, and her niece, Mary A. Swift and two nephews, John J. Swift and James G. Swift (her brother’s children).

² ESCRD Book 754, Page 116.

³ Webster’s 1828 Dictionary: <http://sorabji.com/1828/words/c/currier.html> (accessed July 23, 2015)

⁴ Thirteenth Census of the United States, 1910 (NARA microfilm publication T624, 1,178 rolls). Records of the Bureau of the Census, Record Group 29. National Archives, Washington, D.C.

⁵ Essex County Probate Court, Docket No. 121143, Estate of John Swift.

⁶ Essex County Probate Court, Docket No. 273219, Estate of James A. Swift.

⁷ Essex County Probate Court, Docket No. 153277, Estate of Mary L. Swift.



Isabella Swift owned and lived at 5 North Pine Street until her death on August 25, 1942.⁸ According to her probate, which was brought before the Essex County Probate Court on September 7, 1962, her heirs at law were her niece and nephew, Mary A. Swift and James A. Swift, both of whom were residing at 5 North Pine Street in 1962. Her other heir at law, nephew John J. Swift, had moved to 17 Andrews Street in Salem.

On October 4, 1962, James G. Swift (sometimes known as James J. Swift) and Mary A. Swift sold their interests in 5 North Pine Street to their brother John J. Swift, who immediately conveyed the property on the same day to himself and his wife, Jacqueline G. Swift, as husband and wife, tenants by the entirety.⁹ On January 19, 1978, John J. Smith and Jacqueline G. Swift sold the property to James G. Swift and Mary A. Swift as joint tenants, “they being brother and sister.” By conveying the property in this manner, the house would pass by operation of law to the survivor of the two.¹⁰

On March 3, 1990, Mary A. Swift passed away. Her residence at date of death is listed in the Essex South County Registry of Deeds as 5 North Pine Street.¹¹ Upon her death, the property passed to her brother, James G. Swift. James retained ownership of the property until his death on March 8, 1999. The Swift family occupied the house for 131 years during the span of three generations.

James Swift died intestate, and the house passed to his heirs at law, who were his three nieces – Patricia Ruta, Susan Nowak and Mary Ann Pero – and a nephew, John J. Swift, Jr.¹² James’ heirs sold the property to a third party purchaser by virtue of a license to sell granted by the Essex County Probate Court. The house was sold to Richard Paul Wilder on March 24, 1999.¹³

⁸ Essex County Probate Court, Docket No. 273218, Estate of Isabella F. Swift

⁹ ESCRD Book 4993, Page 119; Book 4993, Page 120.

¹⁰ ESCRD Book 6438, Page 305.

¹¹ ESCRD Book 10953, Page 112.

¹² Essex County Probate Court Docket No. 99P 0679, Estate of James G. Swift.

¹³ ESCRD Book 15560, Page 589.



On December 10, 1999, Richard Paul Wilder drafted a Master Deed which turned the building into a two unit condominium.¹⁴ Richard Paul Wilder conveyed Unit 1 to Mark A. Crosby on December 17, 1999.¹⁵ On the same day, Mark A. Crosby conveyed the property to himself and Marco Belluardo as tenants in common.¹⁶ Mark and Marco lived at Unit 1 until June 21, 2005 when they sold the property to Nora McGunnigle and Thomas A. Warin.¹⁷ On October 12, 2012, Nora and Thomas were living in New Orleans, Louisiana and sold Unit 1 to the current owners, Frederick I. Smith and Christine L. Smith.¹⁸ In 2015, Fred & Christine commissioned a house history for 5 North Pine Street.

On December 22, 1999, Richard Paul Wilder had moved to Denver, Colorado. He conveyed Unit 2 to Christopher O'Malley and Heather Clark.¹⁹ Christopher and Heather retained ownership of Unit 2 until November 12, 2004, when they sold the property to current owners Eric Bibeault and Jennifer Bibeault.²⁰

Kimberly A. Whitworth, J.D., M.A.

Historic Salem, Inc.

July 24, 2015

¹⁴ ESCRD Book 16105, Page 92.

¹⁵ ESCRD Book 16108, Page 527.

¹⁶ ESCRD Book 16108, Page 538.

¹⁷ ESCRD Book 24447, Page 60.

¹⁸ ESCRD Book 31953, Page 590.

¹⁹ ESCRD Book 16121, Page 474

²⁰ ESCRD Book 23621, Page 501

appurtenances thereto belonging, to the said Frothingham
 his heirs and assigns, to his and their use and behoof.
 forever. And I the said Stimpson for myself and my
 heirs, executors, and administrators, do covenant with
 the said Frothingham, his heirs and assigns, that
 I am lawfully seized in fee of the above granted
 premises; that they are free from all incumbran-
 ces that I have good right to sell and convey the
 same to the said Frothingham, as aforesaid; and
 that I will and my heirs, executors, and adminis-
 trators, shall warrant and defend the same to
 the said Frothingham, his heirs and assigns for-
 ever, against the lawful claims and demands
 of all persons. In witness whereof, we the said
 James B. Stimpson and the undersigned, his wife, who
 hereby relinquishes her right of dower in the prem-
 ises have hereunto set our hands and seals this
 fourteenth day of December in the year of our Lord
 eighteen hundred and forty seven: . . .

Signed, sealed, and delivered } J. B. Stimpson. Seal
 in presence of us, Sarah S. Marshall } Mary M. Stimpson. Seal
 Jno. H. Nichols, witness to James B. } Commonwealth of Mass

sachusetts, Essex, ss, December 21st A. D. 1847. Then person-
 ally appeared the above named James B. Stimpson,
 and acknowledged the foregoing instrument to be his free
 act and deed, before me, Jno. H. Nichols, Justice of the Peace.

Essex, ss. Rec^d: Dec. 21, 1847, 19m. before J. H. Nichols, Justice of the Peace. *H. H. French*

Nathan Bailey }
 to }
 Nathaniel Ginnings. }
 Know all men by these presents; that I,
 Nathan Bailey of Baverhill in the County of Essex
 & Commonwealth of Massachusetts Yeoman, in con-
 sideration of six hundred dollars paid by Nathaniel
 Ginnings of Baverhill in the County of Essex, and

N. Frothingham
to
P. Hennessy, et al
I, N. Frothingham of the County of Essex and State of Massachusetts for and in consideration of

Two \$1.00 Stamps
And an Exchange
Cancelled.

Neighb

the sum of Eighteen hundred dollars to me in hand well and truly paid, at or before signing, sealing and delivery of these presents, by Patrick Hennessy & Ellen Hennessy, wife of said Patrick the receipt whereof & the said Frothingham do hereby acknowledge, have granted, bargained and sold, and by these presents do grant, bargain and sell, unto the said Patrick and Ellen the following described lot of land situate in said Salem, being the first described parcel in the deed to me from James C. Stimpson dated December 14, th 1847. recorded with Essex County Deeds, in Book 391. Leaf 169, and the strip conveyed to me by said Stimpson by deed dated November 2^d 1839. viz commencing at the northeast bound, and running southeasterly by North Pine street, sixty seven feet and three inches, thence southwesterly by land of Nichols, forty three feet and five inches, thence northwesterly by land late of Potter sixty two feet and six inches, thence southwesterly by said Potter estate five feet more or less, thence northwesterly four feet and seven inches thence northeasterly forty eight feet and six inches by land of Fuller to the point begun at, with the dwelling house and all other buildings thereon. I & H. do and do hold the said granted and bargained premises unto the said grantees their heirs, executors, administrators and assigns to their only proper use, benefit and behoof forever, and I the said grantor do vouch myself to be the true and lawful owner of the said premises and have in me full power, good right and lawful authority to dispose of the said premises in manner as aforesaid, and I do, for myself, my heirs, executors and administrators, hereby covenant and agree to warrant and defend the said premises against the lawful claims and demands of all persons whatsoever, unto them the said grantees their heirs, executors, administrators and assigns, In Witness Whereof, we the said grantor & my undersigned wife in release of dower and Homestead have hereunto set our hands and seals this twenty second day of August in the year of our Lord one thousand eight hundred and sixty five. Signed, sealed and delivered in presence of us, Nathl. Frothingham. seal
Jno. H. Nichols witness to both. Sarah R. Frothingham. seal
John B. Parker to S. & F. Essex ss. August 22^d 1865. Then the above named Nathaniel Frothingham appeared and acknowledged the above instrument to be his free act and deed, Before me, Jno. H. Nichols Justice of the Peace.

Essex, ss. Dec^r. 23, 1865. 10m. Before J. H. Brown Esq. by Ephim Brown Esq.

Know all men by these Presents, that we Patrick Hennessey ^(Hennessey et al.) and Ellen Hennessey, wife of said Patrick of Salem in the County of Essex & t. Frothingham. State of Massachusetts in consideration of nine hundred dollars to us paid by ^{Wm. R. Stan of} Nathaniel Frothingham of said Salem the receipt whereof is hereby acknowledged ^{Inland Exchange} do hereby give, grant, bargain, sell, and convey unto the said Frothingham a certain lot of land situate in said Salem, bounded as follows, commencing at the northeast bound, and running southeasterly by North Pine Street sixty seven feet and three inches, thence southwesterly by land of Nichols forty three feet and five inches; thence northwesterly by land late of Potter sixty two feet and six inches; thence southwesterly by said Potter estate five feet, more or less; thence northwesterly four feet and seven inches; thence northeasterly forty eight feet and six inches by land of Fuller to the point begun at, with the dwelling house and all other buildings thereon. Being the whole of the estate this day conveyed to us by the said Frothingham this conveyance being made to secure the payment of a part of the purchase money. To Have and To Hold the above granted Premises, to the said grantee, his Heirs and Assigns, to his & their use and behoof forever, And we the said grantors for ourselves and our Heirs, Executors, and Administrators, do covenant with the said grantee, his Heirs and Assigns, that we are lawfully seized in fee simple of the afore granted premises; that they are free from all incumbrances that we have good right to sell and convey the same to the said grantee, his Heirs and Assigns forever, as aforesaid; and that we will and our Heirs, Executors, and Administrators, shall warrant and defend the same to the said grantee, his Heirs and Assigns forever, against the lawful claims and demands of all persons. Provided Nevertheless, that if the said grantors, their Heirs, Executors, or Administrators, shall pay unto the said grantee, his Executors, Administrators, or Assigns, the sum of nine hundred dollars in three years, with interest payable semi annually, the buildings to be insured for same amount and policy made payable to mortgagee, then this deed, as also a note bearing even date with these Presents, signed by the said grantors whereby they promise to pay to the said grantee, his order the said sum and interest, at the times aforesaid, shall both be absolutely void to all intents and purposes. And Provided also, that until default of

Exec. 15. 16 Dec. 1867. J. H. Brown in the estate of the mortgagee here named having received satisfaction for his mortgage, do hereby fully discharge the same.
 J. H. Frothingham, Adm^r.
 Attest: Ephim Brown Esq.

Know all Men by these Presents, that We, Nathaniel Frothingham, Frothingham, and James C. Stimpson, both of Salem, in the County of Essex, and State of Massachusetts, In Consideration of Six hundred dollars, to us paid by Enoch P. Fuller, of said Salem, carpenter, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Enoch P. Fuller, the following described lot of land, containing four thousand square feet, situate in said Salem, Viz: Commencing at the Southeast bound and running Northerly by North Pine Street, fifty feet; thence westerly seventy six feet, and four inches to land of Jacob Putnam; thence Southerly fifty three feet and eight inches by said Putnam; thence easterly thirty one feet by said Putnam; thence northerly four feet and seven inches by land of Nathaniel Frothingham, aforesaid; thence easterly forty eight feet and six inches by said Frothingham; to the point begun at. To have and to hold the above granted premises, with all the privileges and appurtenances thereto belonging, to the said Enoch P. Fuller, his Heirs and Assigns, to his and their use and behoof forever. And We the said Grantors, for us and our Heirs, Executors and Administrators, do covenant with the said Fuller, his Heirs and Assigns, that We are lawfully seized in fee simple of the afore-granted premises; that they are free from all incumbrances; that We have good right to sell and convey the same to the said Fuller, his Heirs and Assigns forever, as aforesaid; and that We will and our Heirs, Executors and Administrators shall Warrant and Defend the same to the said Fuller, his Heirs and Assigns forever, against the lawful claims and demands of all persons. In Witness Whereof, We the said Grantors, and the undersigned our wives, who hereby severally relinquish their right of dower, in the premises have hereunto set

1874
at
place

391/109

Deed to
Frothingham
Simpson

the above-granted premises, that they are free of all
incumbrances; that I have good right to sell and con-
vey the same to the said Wheatland and that I will
warrant and defend the same premises to the said
— heirs and assigns, forever, against the lawful
claims and demands of all persons. Provided how-
evertheless, that if the said Luke his heirs, execu-
tors, or administrators, pay to the said Wheatland his
heirs, executors, administrators, or assigns, the sum
of two hundred and fifty dollars in six months
then this deed, as also a certain note bearing even
date with these presents, given by the said Luke to
the said Wheatland to pay the same sum of two
hundred and fifty dollars at the time aforesaid
shall be void; otherwise shall remain in full force

In witness whereof, we the said David Luke
and Harriet wife of said Luke, in consideration
of the above, have by relinquish her right of dower
have hereunto set our hands and seals this seven-
teenth day of December in the year of our Lord
one thousand eight hundred and forty seven
Signed, sealed and delivered by David Luke, Seal
presence of us, W. C. Baker. } Seal

Essex, Dec. 16, 1847. Then the above named David Luke acknowledged the
above instrument to be his free act and deed,

before me, David Singree, Justice of the Peace.
Essex, ss. Dec. 21, 1847/1848. before me, Dec. 20, 1847/1848. *W. C. French J.*

J. B. Simpson
to

Know all men by these presents; that I,
H. Frothingham, Jr. James B. Simpson of Salem in the County of Essex and
State of Massachusetts in consideration of five
hundred dollars to me paid by Nathaniel Frother-
ingham, Junior, of said Salem the receipt whereof

is hereby acknowledged, do hereby give, grant, bargain 170.
sell and convey unto the said Nathaniel Frothingham
junior, the following described lot of land, (my undi-
vided half thereof situate in said Salem, viz, bounded
easterly sixty two feet and six inches by a way extending
from Essex Street to Boston Street; southerly by land of horse
westerly sixty two feet and six inches by the Potter estate
northerly by other land of Frothingham and mine, also
one undivided half of the following described lot of
land situate in said Salem, viz; bounded westerly
fifty six feet and one inch by said way; northerly
forty four feet and five inches by said way; easterly
by other land of said Frothingham and mine about
fifty five feet, running to a point eight inches northerly
from the Water Table of the Higginson House, so called,
southerly forty four feet and three inches, on a line
parallel to the northerly side of said Higginson House
and eight inches distant therefrom. — No building
to be erected within eighteen inches of said house,
also one undivided half of the following described
lot of land viz; bounded northerly by said way, forty
four feet and five inches, more or less, easterly by
the Cowan estate, fifty eight feet and four inches,
more or less; southerly by the Friends Burial Ground
and by other land of said Frothingham and mine twenty
nine feet and seven inches, on two courses; westerly
by the lot last above described, about fifty five feet
— But reserving to the owners and occupants of said
"Higginson House" the use of the reservoir for waste
water on, and the right of passage over the lot of land
last described, for the purpose of cleaning and repairing
said reservoir. — To have and to hold, the above
granted premises, with the privileges and appur-
tenances

your hands and seals this eighth day of November, in the year of our Lord eighteen hundred and sixty,
 Signed, sealed, and delivered } Nathl. Frothingham, Seal.
 in presence of } Sarah B. Frothingham, Seal.
 John H. Nichols, Witness } J. C. Stimpson, Seal.
 to Nathl. Margaret C. Gray. } Mary W. Stimpson, Seal.
 E. C. Stimpson witness to }
 J. C. and M. W. Stimpson } Essex, ss. November 8, 1860. Then
 personally appeared the above
 named Nathaniel Frothingham, and, acknowledged the above
 instrument to be his free act and deed;

before me, Jno. H. Nichols, Justice of the Peace.
 Essex, ss. Nov. 16, 1860. 2 P.M. before 12th Recd. by Ephm. Brown Reg.

Assignment
 Sidney C. Bancroft,
 to
 Edward L. Norfolk
 See B. 609 L. 277

Now all Men by these Presents, that S. Sidney C. Bancroft, the mortgagee, in a certain mortgage signed by John Mahoney, dated June 1, 1860. Recorded in Book 609 Leaf 297, in consideration of one hundred and nine dollars to me paid by Edward L. Norfolk, of Salem, in the County of Essex, Commonwealth of Massachusetts, do hereby bargain, sell, assign and set over to said Norfolk, said Mortgage and the Promissory note secured thereby, to have and to hold to him and his administrators, executors and assigns forever, And I do hereby covenant that no part of the said promissory note has been paid, and that it is now due with interest from June 1, 1860, payable according to its tenor, In Witness Whereof, I hereunto set my hand and seal this sixteenth day of August 1860,
 Sidney C. Bancroft, Seal
 Witness _____ } Essex, ss. Aug. 16, 1860. The above named
 ed S. C. Bancroft, acknowledged the above to be his free
 act and deed; Before me, Wm. C. Prescott, Jus. of Peace.

Essex, ss. Nov. 16, 1860. 2 P.M. before 12th Recd. by Ephm. Brown Reg.

as aforesaid, and that I will and my heirs, executors and administrators shall warrant and defend the same to the said John B. Hanson, his heirs and assigns forever, against the lawful claims and demands of all persons. Provided, Nevertheless, that if the said William F. Clitchiel, his heirs, executors or administrators shall pay unto the said John B. Hanson, his heirs, executors, administrators or assigns, the sum of six hundred and seventy five dollars in one year from date with interest at the rate of seven and three tenths per cent per annum payable semi-annually then this deed, as also a certain note bearing even date with these presents, signed by the said William F. Clitchiel whereby he promises to pay the said John B. Hanson the said sum and interest at the time aforesaid, shall both be absolutely void to all intents and purposes. In Witness Whereof, I the said William F. Clitchiel and Sarah A. my wife in token of her release of all right and title of or to both piece and home stead in the granted premises, have hereunto set our hands and seals this twenty first day of August in the year of our Lord eighteen hundred and sixty eight.

Signed, sealed and delivered } William F. Clitchiel seal
 in presence of William Fabens } Sally A. Mitchell seal

Essex Co. August 21st 1868. Then personally appeared the above named William F. & Sally A. Mitchell and acknowledged the above instrument to be their free act and deed.

before me, William Fabens Justice of the Peace
 Essex Co. Recd. Augt. 23. 1868. Som part 10246. M. B. G. P. C. P. B. B. R. P.

Know all men by these Presents, that I, Donald P. Fuller, of Salem, in the County of Essex and State of Massachusetts, for Consideration of Seventy five hundred dollars to me paid by John Swift, of the same Salem, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said John Swift and his heirs and assigns forever, a lot of land in

D. P. Fuller
 to
 John Swift
 Two H. P. & Ep.
 One 50¢ Conveyance
 R. Stamps
 Canceled.

said Salem, with all the buildings thereon, bounded, viz. beginning at the southeast corner, thence northerly by North Pine street, fifty feet; thence westerly, seventy six feet and four inches, to land now or formerly of Jacob Putnam; thence southerly, fifty three feet and eight inches, by said land of Putnam; thence easterly thirty one feet by said land, thence northerly four feet and seven inches, by land now or formerly of Nathl. Frothingham; thence easterly forty eight feet, and six inches, by said east named land to the point begun at, containing four thousand and square feet, & being the same land conveyed to me by deed of Nathl. Frothingham et al, dated Nov. 8. 1860, recorded with Essex deeds, in Book 615, leaf 91, to which reference may be had. To have and to hold the above granted premises, with all the privileges and appurtenances to the same belonging, to the said John Swift, his heirs and assigns, to their own use and behoof forever. And I the said grantor for myself and my heirs, executors, and administrators, do covenant with the said grantee and his heirs and assigns, that I am lawfully seized in fee simple of the aforegranted premises; that they are free from all incumbrances that I have good right to sell and convey the same to the said grantee and his heirs and assigns forever, as aforesaid; and that I will and my heirs, executors, and administrators shall warrant and defend the same to the said grantee and his heirs and assigns forever against the lawful claims and demands of all persons. In witness whereof, I the said Sarah P. Fuller & Mary, my wife, in token of her release of all right and title of or to both down and homestead in the granted premises, have hereunto set our hands and seals this eighteenth day of August in the year of our Lord eighteen hundred and sixty eight. Sarah P. Fuller seal Signed, sealed and delivered. } Mary Fuller seal
in presence of Chas. S. Nichols } Essex, Aug. 20th 1868. Then
Hannah M. Fuller } personally appeared the within

Mamuel Sacal P. Fuller and administrator the foregoing in the
want to be in private and dead;

Refused, 21st of Escobedo Justice of the Peace
Carpas had right 22 1868 November 10th 1899 *Spain* *Don* *Don* *Don* *Don*

Small all more by these presents that I give right of right

Palom in the County of Gary & State of Massachusetts for & on
aidation of donation husband & wife to one paid by Escobedo
Revision of the same Palom, the receipt whereby in Escobedo
Married, do hereby give grant, bargain, sell, and convey unto
to the said Escobedo and his heirs and assigns forever, a cert
of land in said Palom, with all the buildings thereon, bounded,
beginning at the southeast corner, thence northward by North
line street fifty feet thence westerly twenty six feet & four in
ches to land now & formerly of Jacob Putnam, thence southe
eely fifty three feet and eight inches by said land of Putnam
thence easterly thirty one feet by said land thence northward by
foot & seven inches by land now & formerly of Frederick
thence easterly fifty eight feet & six inches by said last named
land to point begun at containing four thousand square feet
& being the same premises conveyed to me by land P. Fuller Esq
died of said date do here and to hold the above granted
premises with the privileges, covenants and obligations thereto
belonging to the said grantee and his heirs and assigns to their
heirs forever, said P the said grantee, for myself and my heirs
present and administrator do covenant with the said
grantee, his heirs and assigns that I am lawfully seized in
fee of the above granted premises that they are free from all serv
itudes & incumbrances that I have good right to sell and convey the same
to the said grantee, his heirs and assigns as of record, and that
I shall and my heirs, executors and administrators shall law
fully and lawfully do and cause to be done in law and equity
against and beyond the same to the said grantee, his heirs and as
signs forever, against the lawful claims of all persons. *Spain*

I acknowledge to have received full satisfaction for the
debt incurred by the deed of mortgage here recorded
and do therefore cancel and discharge the same, as executrix
of the last will of the maty qd el thye of
Wm J. Sherburne

att.
Robt W. Osgood
att. Reg #

316

No. 121.143

Swift, John, adm., int.

ADMINISTRATION.

[WITHOUT SURETIES.]

Petition—Citation—Decree.

Filed April 27 1915.

Returnable May 17 1915.

Allowed May 17 1915.

Recorded Vol. 727 Page 365

Olson
Det. & Obs.
bit. m. Pm.

For Petitioner:

Frank Dalton
Salem

For Respondent:

Schedule of Real Estate in Detail.

House and Land No 5 North St Salem

DOLLS.
2200.

CTS.

316

TO THE HONORABLE THE JUDGE OF THE PROBATE COURT IN AND FOR THE COUNTY OF ESSEX :

RESPECTFULLY represents James A. Swift

of Salem in the County of Essex

that John Swift

who last dwelt in Salem in said County of Essex,

died on the sixteenth day of April

in the year of our Lord one thousand nine hundred and fifteen intestate, possessed of goods and estate remaining to be

administered, leaving ~~no widow~~ ~~husband~~, his only heirs-at-law and next of kin the persons whose names, residences and relationship to the deceased are as follows, viz. :

NAME.	RESIDENCE.	RELATIONSHIP.
<u>Isabella Y. Swift</u>	<u>Salem</u>	<u>daughter</u>
<u>James A. Swift</u>	<u>"</u>	<u>son</u>
<u>Mary L. Swift</u>	<u>"</u>	<u>daughter</u>

that your petitioner is a son.

Wherefore your petitioner prays that he may be appointed administrator of the estate of said deceased, without giving a surety on his bond, and certifies that the statements herein contained are true to the best of his knowledge and belief.

Dated this twenty seventh day of April A. D. 1915.

ESSEX, SS. Subscribed and sworn to this James A. Swift
twenty seventh day of April A. D. 1915.

Before me, Frank Dalton Justice of the Peace.

The undersigned, being all the persons interested in the estate, who are of full age and legal capacity, other than creditors, and the guardians of persons interested therein, hereby consent that the above named petitioner be exempt from giving any surety on his bond.

Isabella Y. Swift
Mary L. Swift

No. **278219**

Swift, James A.

adm. int.

ADMINISTRATION

WITH SURETIES

PETITION—DECREE

FILED

SEP 7 1962

X

Citation Issued 19 .

Returnable 19 .

Allowed *Sept. 11* 19 *62*

Recorded Vol. *1303* Page *98*

DM. 9/14/62

For Petitioner:

Ernest A. Harding

256½ Essex Street

Salem, Massachusetts

B.P.

ENTRY FEE PAID

(Residence of petitioner must be given)
COMMONWEALTH OF MASSACHUSETTS

TO THE HONORABLE THE JUDGES OF THE PROBATE COURT IN AND FOR THE COUNTY OF ESSEX:

RESPECTFULLY represents John J. Swift

of Salem in the County of Essex

that James A. Swift

who last dwelt in Salem, in said County of Essex,

died on the 10th day of August 19 24

intestate, possessed of goods and estate

remaining to be administered, leaving ~~no~~ widow ~~husband~~*

whose name is _____, and as h is

only heirs-at-law and next of kin the persons whose names, residences and relationship to the deceased

are as follows:

NAME	RESIDENCE	RELATIONSHIP
Mary A. Swift	5 No. Pine Street, Salem	Daughter
James G. Swift	5 No. Pine Street, Salem	Son
John J. Swift	17 Andrews Street, Salem	Son

that your petitioner is a son of said deceased

Wherefore your petitioner pray s that he , _____
or some other suitable person, be appointed administrat or _____ of the estate of said deceased,

and certifies _____ under the penalties of perjury that the statements herein contained are true to the best of h knowledge and belief.

Dated this 7th day of September 19 62.

John J. Swift
Street & No. 17 Andrews Street
Salem, Mass.

The undersigned, being all persons interested residing in the Commonwealth, who are of full age and legal capacity, hereby assent to the foregoing petition.

Mary A. Swift 5 North Pine St Salem
James G. Swift

*Strike out non-applicable words.

(Residence of petitioner must be given)
COMMONWEALTH OF MASSACHUSETTS

TO THE HONORABLE THE JUDGES OF THE PROBATE COURT IN AND FOR THE COUNTY OF ESSEX:

RESPECTFULLY represents John J. Swift

of Salem in the County of Essex

that Isabella F. Swift

who last dwelt in Salem, in said County of Essex,

died on the 25th day of August 19 42

intestate, possessed of goods and estate

remaining to be administered, leaving ~~no~~ ~~widow~~ husband,*

whose name is _____, and as her
only heirs-at-law and next of kin the persons whose names, residences and relationship to the deceased
are as follows:

NAME	RESIDENCE	RELATIONSHIP
Mary A. Swift	5 No. Pine Street, Salem	Niece
James G. Swift	5 No. Pine Street, Salem	Nephew
John J. Swift	17 Andrews Street, Salem	Nephew

that your petitioner is a nephew of said deceased

Wherefore your petitioner pray that he, _____,
or some other suitable person, be appointed administrator of the estate of said deceased,

and certifies under the penalties of perjury that the statements herein contained are true to the
best of his knowledge and belief.

Dated this 7th day of September 19 62

John J. Swift
Street & No. 17 Andrews Street
Salem, Mass.

The undersigned, being all persons interested residing in the Commonwealth, who are of full age
and legal capacity, hereby assent to the foregoing petition.

Mary A. Swift 5 North Pine St Salem
James G. Swift

*Strike out non-applicable words.

sometimes known as James G. Swift
We, James J. Swift/and Mary A. Swift, both

of Salem, Essex County, Massachusetts,
and both ~~being unmarried~~, for consideration paid, grant to John J. Swift

of said Salem with quitclaim covenants
~~the land is~~
(Description and encumbrances, if any)

All our right, title and interest in and to the land in said Salem,
together with the buildings thereon, bounded and described as follows:
Beginning at the Southeasterly corner thereof by land of Hennessey
and thence running Northerly by North Pine Street, Fifty (50) feet; thence
Westerly by land of Doyle, Seventy-six (76) feet four (4) inches; thence Southerly
by land of Harrington, Fifty-three (53) feet, eight (8) inches; thence Easterly
by land of said Hennessey, Thirty-one (31) feet; thence Northerly by said land
four (4) feet, seven (7) inches; and thence Easterly by said Hennessey land,
Forty-eight (48) feet, six (6) inches to corner begun at.
For our title see deed of Enoch P. Fuller to John Swift, dated
August 18, 1868 and recorded with Essex South District Registry of Deeds,
Book 754 Page 116. See also estate of John Swift, Essex County Probate #121143;
Estate of Mary L. Swift, Essex County Probate #153277; Estate of Isabella F.
Swift, Essex County Probate #273218; and Estate of James A. Swift, Essex
County Probate #273219.

~~husband~~
~~wife~~

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

Witness our hands and seals this 4th day of October 19 62

Mass. Excise Stamps \$ 6.50 affixed
and cancelled on back of this instrument
U. S. Docum. Stamps \$ 6.05 affixed
and cancelled on back of this instrument

James G. Swift
Mary A. Swift

The Commonwealth of Massachusetts

Essex ss. October 4, 19 62

Then personally appeared the above named James G. Swift and Mary A. Swift

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

Ernest A. Harding
Notary Public
My commission expires Oct. 22, 19 66

Essex ss. Recorded Oct. 4, 1962. 20 m. past 2 P.M. #119

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

107

No. 153277
Swift Mary L.
~~Mary L. Swift~~ s/w at

ADMINISTRATION.

[WITH SURETIES.]

Petition—Citation—Decree.

Filed Oct 29, 1925 191

Returnable 191

Allowed Oct 30, 1925 191

Recorded Vol. 890 Page 130
P.M.

For Petitioner:

Edward A. Shea
Clare

For Respondent:

Schedule of Real Estate in Detail.

*One undivided third interest in
house and land 5 North Duane St. Salem*

TOLLS.

480

CTS.

05

130

TO THE HONORABLE THE JUDGE OF THE PROBATE COURT IN AND FOR THE COUNTY OF ESSEX:

RESPECTFULLY represents *Isabella M. Swift (single)* ^{woman}

of *Salem* in the County of *Essex*

that *Mary D. Swift*

who last dwelt in *Salem* in said County of Essex,

died on the *twenty sixth* day of *October*

in the year of our Lord one thousand nine hundred and *twenty five* intestate, possessed of goods and estate remaining to be administered, leaving as ~~widow~~ ~~husband~~, and only heirs-at-law and next of kin the persons whose names, residences and relationship to the deceased are as follows, viz.:

NAME. RESIDENCE. RELATIONSHIP.

NAME.	RESIDENCE.	RELATIONSHIP.
<i>Isabella M. Swift</i>	<i>Salem</i>	<i>sister</i>
<i>Mary D. Swift</i>	<i>Salem</i>	<i>niece (minor)</i>
<i>John J. Swift</i>	<i>Salem</i>	<i>nephew (minor)</i>
<i>James J. Swift</i>	<i>Salem</i>	<i>nephew (minor)</i>

that your petitioner is *a sister of the intestate*

Wherefore your petitioner prays that he, or some other suitable person, be appointed adm nistrat *rix* of the estate of said deceased, and certifies that the statements herein contained are true to the best of h knowledge and belief.

Dated this *twenty eighth* day of *October* A. D. 19*25*

Isabella M. Swift x 9

ESSEX, SS. Subscribed and sworn to this *twenty eighth* day of *October* A. D. 19*25*

Before me, *Edward H. Shea* Justice of the Peace.

The undersigned, being all the persons interested residing in the Commonwealth, who are of full age and legal capacity, hereby assent to the foregoing petition.

No. 273218

B.

Swift, Isabella F.

Slm. int.

ADMINISTRATION

WITH SURETIES

PETITION—DECREE

FILED
SEP 7 1962

J

Citation Issued 19 .

Returnable 19 .

Allowed September 11, 19 62

Recorded Vol. p.m. 9-13-62
1383 Page 94

For Petitioner:

Ernest A. Harding

256 $\frac{1}{2}$ Essex Street

Salem, Massachusetts

B+P

ENTRY FEE PAID

4993
120

I, John J. Swift

of Salem, Massachusetts, Essex County, Massachusetts,
~~being unmarried~~, for consideration paid, grant to John J. Swift and Jacqueline G. Swift, hus-
band and wife, as tenants by the entirety, both

of said Salem with quitclaim covenants
~~the land is~~

(Description and encumbrances, if any)

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

Beginning at the Southeasterly corner thereof by land of Hennessey and
thence running Northerly by North Pine Street, Fifty (50) feet; thence Westerly by
land of Doyle, Seventy-six (76) feet four (4) inches; thence Southerly by land of
Harrington, Fifty-three (53) feet, eight (8) inches; thence Easterly by land of said
Hennessey, Thirty-one (31) feet; thence Northerly by said land four (4) feet, seven
(7) inches; and thence Easterly by said Hennessey land, Forty-eight (48) feet, six
(6) inches to corner begun at.

Being the same premises conveyed to John J. Swift by deed of James J. Swift
et al of even date and record.

~~husband~~
~~wife~~

~~release~~ ~~to said grantee~~ ~~all rights~~ ~~title~~ ~~agency by the parties~~ ~~and other interests therein~~
~~to have and to hold~~

Witness our hands and seals this 4th day of October 19 62

John J. Swift

The Commonwealth of Massachusetts

Essex, ss. October 4, 19 62

Then personally appeared the above named John J. Swift

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

Ernest A. Harding
Ernest A. Harding Notary Public - ~~in the State of~~ ~~Massachusetts~~

My commission expires October 22, 1966

Essex ss. Recorded Oct. 4, 1962. 20 m. past 2 P.M. #120

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

See
B.10953
P.112

We, John J. Swift and Jacqueline G. Swift, husband and wife, as tenants by the entirety, both of Salem,

Essex County, Massachusetts,
for the full consideration of -----\$43,000.00-----paid

grant to James G. Swift and Mary A. Swift, as joint tenants and not as tenants in common, they being brother and sister, both residing at 5 North Pine Street in said Salem,

with

quitclaim covenants ~~the book~~

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

Beginning at the Southeasterly corner thereof by land now or formerly of Hennessey and thence running

NORTHERLY by North Pine Street fifty (50) feet; thence

WESTERLY by land now or formerly of Doyle seventy-six (76) feet four (4) inches; thence

SOUTHERLY by land now or formerly of Harrington fifty-three (53) feet eight (8) inches; thence

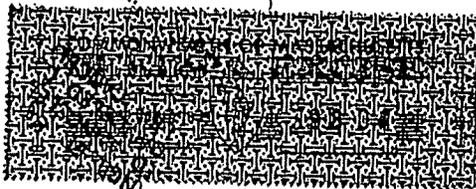
EASTERLY by land now or formerly of said Hennessey thirty-one (31) feet; thence

NORTHERLY by said land four (4) feet seven (7) inches; and thence

EASTERLY by said land now or formerly of Hennessey forty-eight (48) feet six (6) inches to corner begun at.

Being the same premises conveyed to John J. Swift et ux by deed of John J. Swift, dated October 4, 1962 and recorded with Essex South District Registry of Deeds, Book 4993, Page 120.

GRANTEE(s) ADDRESS: 5 North Pine Street, Salem, Ma.



Executed as a sealed instrument this 19th day of January 19 78

John J. Swift
Jacqueline G. Swift

The Commonwealth of Massachusetts

Essex, ss. January 19, 19 78

Then personally appeared the above named John J. Swift and Jacqueline G. Swift

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

Rebecca D. Atkins
Before me, Rebecca D. Atkins Notary Public

My commission expires September 24, 19 82

ESSEX SS. RECORDED *Jan. 19, 1978* 9 M. PAST 2 P. M. INST. #143

THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF REVENUE
ESTATE TAX BUREAU, P.O. BOX 7073, BOSTON, MA 02204



CERTIFICATE RELEASING MASSACHUSETTS ESTATE TAX LIEN

(FILE IN TRIPLICATE WITH COPY OF RECORDED DEED.)

MAIL TO: Ledoux, Whipple & King, P.C. NAME Attorney for James G. Swift, Voluntary Executor ADDRESS (NO STREET) c/o 49 Federal Street CITY OR TOWN, STATE AND ZIP CODE Salem, MA 01970	DECEDENT'S FIRST NAME	MIDDLE INITIAL	LAST NAME
	Mary	A.	Swift
	PROBATE COUNTY	DATE OF DEATH	
	Essex	March 3, 1990	
	INCOME TAX ID NO. 90P1921-VXI <small>RE SOURCE (DO NOT CHECK AT TIME OF DEATH)</small> 5 North Pine Street Salem, Massachusetts 01970		

This Certificate releases the lien of the Commonwealth of Massachusetts imposed by Chapter 65C of the General Laws, on any and all interests which the Decedent may have had in the property described below:

See Copy of Deed Attached.

REAL ESTATE (full legal description not necessary)

Location of property _____

As described by Deed dated January 19, 1978 and recorded in _____

Essex South District Book No. 6438 Page No. 305 of _____

As described by certificate of Title No. _____ recorded in _____

Registered Land Section for _____ County

COMMISSIONER OF REVENUE
Blaney S. Photopoulos

1991 SEP 24 AM 8:46

000036

Commonwealth of Massachusetts

The Trial Court

Essex Division

Probate and Family Court Department

Docket No. 99P 0679-AD1

Administration With/Without Sureties

Name of Decedent James G. Swift, also known as James Gerard Swift,

Domicile at Death 8 High Street, Ipswich, Essex County, Massachusetts 01970

Date of Death March 8, 1999

Name and address of Petitioner(s) Patricia M. Ruta
8 High Street, Ipswich, MA 01938

Status niece

Heirs at law or next of kin of deceased including surviving spouse:

Table with 3 columns: Name, Residence, Relationship. Row 1: See Attached, (minors and incompetents must be so designated)

[X] The petitioner(s) hereby certifies that a copy of this document, along with a copy of the decedent's death certificate has been sent by certified mail to the Department of Public Welfare, P.O. Box 86, Essex Station, Boston, Massachusetts 02112.

Petitioner(s) pray(s) that he/she/they or some other suitable person be appointed administratrix of said estate with/without surety on his/her/their bond(s) and certifies under the penalties of perjury that the foregoing statements are true to the best of his/her/their knowledge and belief.

Date March 12, 1999

Signature(s) Patricia M. Ruta
Patricia M. Ruta

The undersigned hereby assent to the foregoing petition.

SEE ATTACHED.

DECREE

All persons interested having been notified in accordance with the law or having assented and no objections being made thereto, it is decreed that Patricia M. Ruta of Ipswich in the County of Essex be appointed administratrix of said estate first giving bond with sureties for the due performance of said trust.

Date March 18, 1999

Signature of Justice of the Probate and Family Court

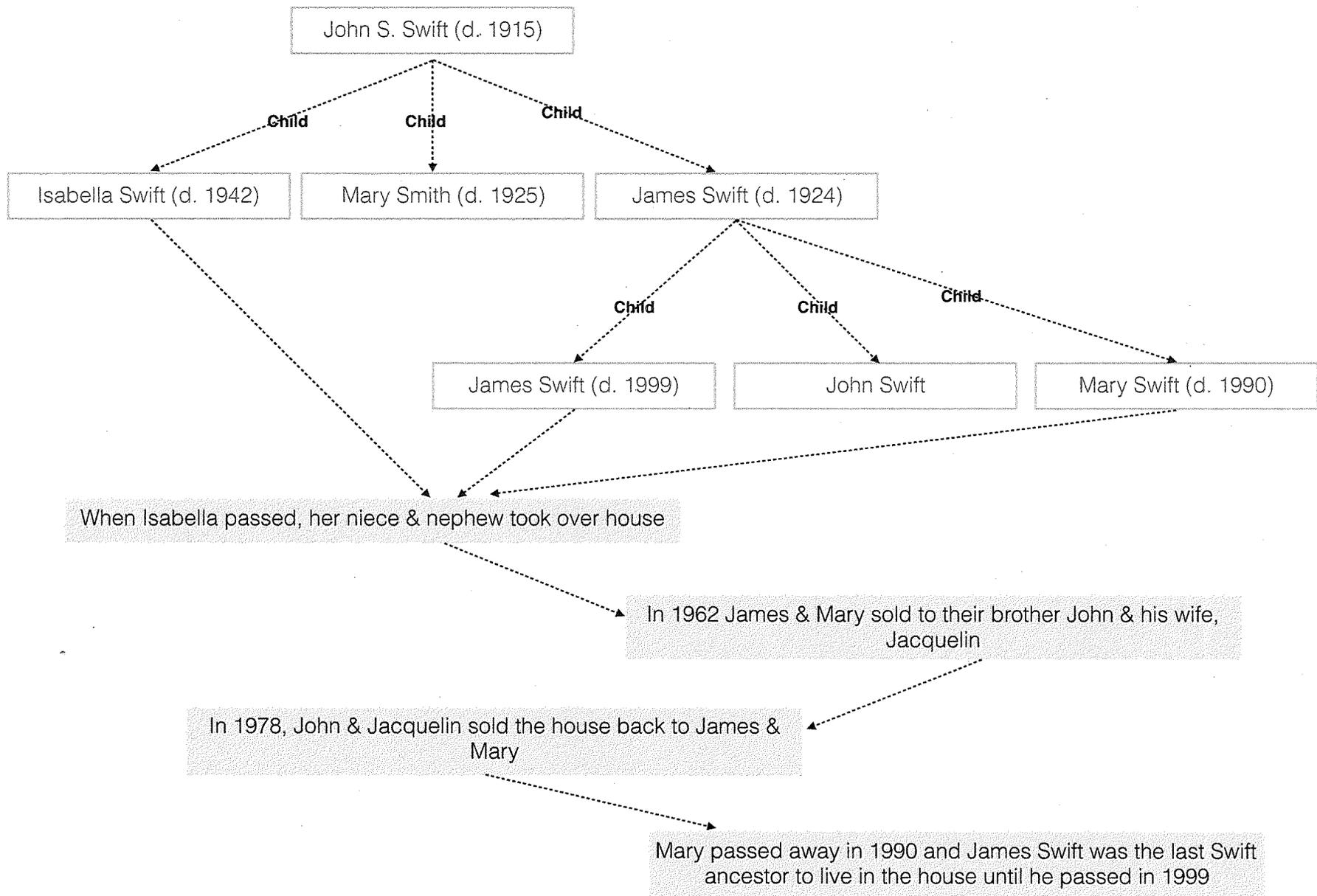


Diagram by Anya @ Historic Salem Inc 3/10/2017

✓ ESTATE OF JAMES G. SWIFT
PETITION FOR ADMINISTRATION W/SURETIES
ESSEX PROBATE COURT DOCKET NO. _____

Name	Residence	Relationship
✓ Patricia M. Ruta	8 High Street Ipswich, MA 01938	Niece
✓ Susan Nowak	86 Conant Street Danvers, MA 01923	Niece
✓ John J. Swift, Jr.	8 High Street Ipswich, MA 01938	Nephew
✓ Mary Ann Pero	1 Edgewood Lane Raymond, NH 03077	Niece

5

ENTRY FEE PAID
ESSEX PROBATE COURT

For Petitioner:
John G. King, Esq.
Whipple, King & Christensen, P.C.
49 Federal Street
Salem, MA 01970-3469

Docket No. 99P0679-AD1
Swift, James G. (alias)

Tel. No. (978) 745-3363

Sale Of Real Estate

Administrator — ~~Executor~~

Petition — Citation — Decree

For Respondent:

Filed **FILED** MAR 23 1999

Citation Issued _____ 19 _____

Returnable _____ 19 _____

Tel. No. _____

Allowed 3/23/99 March 23 19 99 ✓
CM 3-24-99

Publication in the _____

Decree Recorded Vol. _____ Page _____

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court Department

Essex Division

Docket No. 99P0679-AD1

SALE OF REAL ESTATE

TO THE HONORABLE JUSTICES OF THE PROBATE AND FAMILY COURT IN AND FOR THE COUNTY OF ESSEX

RESPECTFULLY represents Patricia M. Ruta
administratrix of the estate ~~of the will~~ of James G. Swift alias
(late) of Ipswich
in the County of Essex, deceased, ~~testate~~ — intestate —
that he/she/they gave bond for the faithful performance of his/her/their duties on March 18
1999; that said deceased was at the time of his/her decrease the owner of certain real estate situated in
Salem, in the County of Essex

bounded and described as follows:

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

Beginning at the Southeasterly corner thereof by land now or formerly of Hennessey and thence running

- NORTHERLY by North Pine Street fifty (50) feet; thence
- WESTERLY by land now or formerly of Doyle seventy-six (76) feet four (4) inches, thence
- SOUTHERLY by land now or formerly of Harrington fifty-three (53) feet eight (8) inches; thence
- EASTERLY by land now or formerly of said Hennessey thirty-one (31) feet; thence
- NORTHERLY by said land four (4) feet seven (7) inches; and thence
- EASTERLY by said land now or formerly of Hennessey forty-eight (48) feet six (6) inches to corner begun at.

For title, see deed of John J. Swift and Jacqueline G. Swift to James G. Swift and Mary A. Swift, dated January 19, 1978, recorded with Essex South District Registry of Deeds, Book 6438, Page 305. Mary A. Swift died on March 3, 1990. See Essex Probate Court Docket #90P1921-VX1. Also see Estate of James G. Swift, Essex Probate Court Docket #99P0679-AD1.

5

the same being — all — ~~part~~ — of the real estate of said deceased.

That it is for the advantage of all parties interested that the same be sold; that an advantageous offer for the purchase of said real estate has been made to the petitioner in the sum of \$125,000.00 dollars.

I ~~We~~ - certify that the estate of said deceased ~~does~~ ~~not~~ exceed \$1000 in value.

WHEREFORE your petitioner(s) pray(s) that ~~he~~/~~she~~/~~they~~ may be authorized to sell said real estate of said deceased — at private sale in accordance with said offer or for a larger sum — ~~at public auction upon the following terms:~~

and that ~~he~~/~~she~~/~~they~~ may become the purchaser(s) of said real estate.

Date March 19, 1999

Patricia M. Ruta
Patricia M. Ruta

Date _____

The undersigned, being all persons interested, hereby assent to the foregoing petition.

See Attached.

21

I, PATRICIA M. RUTA, ADMINISTRATRIX OF THE ESTATE OF JAMES G. SWIFT, ESSEX PROBATE COURT DOCKET NUMBER 99P0679-AD1
~~EXECUTOR OF THE WILL OF ADMINISTRATOR OF THE ESTATE OF TRUSTEE OR GUARDIAN~~
~~CONSERVATOR OR RECEIVER OF THE ESTATE OF FIDUCIARY OF COMMISSIONER~~

by power conferred by License to Sell Real Estate dated March 23, 1999

03/26/99 11:44 inst. 275
BK 15560 PG 589

and every other power, for One Hundred Twenty-five Thousand and 00/100 (\$125,000.00)----- Dollars paid, grant to RICHARD PAUL WIDLER, of 5 North Pine Street, Salem, Essex County, Massachusetts

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

AFFECTED PROPERTY: 5 North Pine Street Salem, MA 01970

Beginning at the Southeasterly corner thereof by land now or formerly of Hennessey and thence running

- NORTHERLY by North Pine Street fifty (50) feet; thence
- WESTERLY by land now or formerly of Doyle seventy-six (76) feet four (4) inches, thence
- SOUTHERLY by land now or formerly of Harrington fifty-three (53) feet eight (8) inches; thence
- EASTERLY by land now or formerly of said Hennessey thirty-one (31) feet; thence
- NORTHERLY by said land four (4) feet seven (7) inches; and thence
- EASTERLY by said land now or formerly of Hennessey forty-eight (48) feet six (6) inches to corner begun at.

For title, see deed of John J. Swift and Jacqueline G. Swift to James G. Swift and Mary A. Swift, dated January 19, 1978, recorded with Essex South District Registry of Deeds, Book 6438, Page 305. Mary A. Swift died on March 3, 1990. See Essex Probate Court Docket #90P1921-VX1. Also see Estate of James G. Swift, Essex Probate Court Docket #99P0679-AD1.

Witness.....my.....hand and seal this.....^{24th}.....day of.....March.....1999.....

SALEM DEEDS REG 110 ESSEX SOUTH
CANCELED
03/26/99 11:42AM
000000 #1566

FEE \$570.00
CASH \$570.00

Patricia M. Ruta
PATRICIA M. RUTA, ADMINISTRATRIX

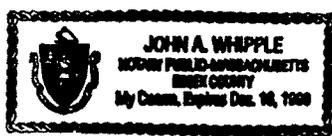
The Commonwealth of Massachusetts

Essex ss. March 24, 1999

Then personally appeared the above named Patricia M. Ruta, Administratrix as aforesaid,

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

[Signature]
Notary Public in the State of



My commission expires.....December 16.....1999

MASTER DEED

12/16/99 1:22 inst. 250
BK 16105 PG 92

Widler Condominium

+ PFA R. Paul Widler

Richard Paul Widler, being the owner of land in Salem, Essex County, Massachusetts, as described in Schedule A hereto attached, do hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon and all easements, rights and appurtenances belonging thereto (hereinafter called the "Property"), to the provisions of Chapter 183A, as amended, of the General Laws of the Commonwealth of Massachusetts, and do hereby create with respect to the property, a Condominium to be governed by and subject to the provisions of said Chapter 183A.

(1) DESCRIPTION OF BUILDINGS

The Condominium Units are located in a wood frame building. With a stone foundation, shingle siding, and asphalt shingle roof. The building consists of three (3) stories above ground level. The building contains two (2) living Units.

(2) DESCRIPTION OF UNITS

The designation of each Unit, a statement of its location, approximate area, number of rooms and its proportionate interest in the Common Areas and Facilities are set forth in Schedule B hereto attached. All of the Units have immediate access to the Common Area directly from the Units. The boundaries of each of the Units with respect to floor, ceilings, walls, windows and doors are as follows:

- (a) Floors - the plane of the lower surface of the floor slab;
- (b) Ceilings - the plane of the lower surface of the ceilings' joists or, in the case of Units or portions of Units situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters.
- (c) Walls - the plane of the interior surface of the wall studs or masonry walls, as the case may be;
- (d) Doors - the plane of the exterior surface of the doors;
- (e) Windows - the interior frame of the windows and the exterior surface of the glass.

(3) DESCRIPTION OF COMMON AREAS AND FACILITIES

The Common Areas and Facilities of the Condominium (hereinafter referred to as the "Common Areas") consist of:

- (a) The land described in Schedule A of this Master Deed, together with the benefit of and subject to all rights, easements, restrictions, covenants and agreements and encumbrances of record, if any, and so far as the same may be in force and applicable;

(b) all foundations, structural columns, girders, beams, supports, exterior walls, roofs, party Walls, common hallways, common stairways, and common walls between the Units;

(c) all conduits, plumbing, wiring, flues and other facilities which are contained within any Unit but serve part of the Condominiums other than the Unit within which such facilities are contained;

(d) all land, lawns, gardens, parking and other improved or unimproved areas not within the Units, provided, however, that each Unit Owner shall have an easement for the exclusive use of the yard areas as designated in the Unit Deed and shown on the Site Plan recorded herewith; the exclusive use for Unit 1 shall include parking;

(e) all terraces, exterior stairways, patios and balconies, provided however, that each Unit Owner whose Unit has direct access to a terrace, exterior stairway, patio or balcony directly from the interior of his Unit shall have an easement for the exclusive use of such terrace, exterior stairway, patio or balcony;

(f) all other items listed as such in Massachusetts General Laws, Chapter 183A, as amended, and located on the property.

All of the Units will be conveyed together with their respective undivided interest in Common Areas and shall have the Benefit of the rights to use Common Areas and other facilities in common with others entitled thereto through the provisions of the By-Laws which are to be recorded herewith, except that as otherwise provided by exclusive easements.

(4) FLOOR PLANS

Simultaneously with the recording hereof, there has been recorded a set of the floor plans of the buildings, showing the layout, locations, Unit numbers and dimensions of the Units and the name of the buildings and bearing a verified statement of a Registered Land Surveyor, certifying that the Plans fully and accurately depict the layout, locations, Unit numbers and dimensions of the Units.

(5) COMMON AREA USE

The Common Areas shall be used in accordance with the By-Laws of the Condominium which will be recorded in the Essex South District Registry of Deeds. If any portion of the Common Areas and Facilities now encroaches upon any Unit or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas, or if any such encroachment shall incur thereafter as a result of (a) settling of the building; (b) alteration or repair to the Common Areas by or with the consent of the Board of Trustees, or (c) as a result of repair or restoration of the building or a Unit after damages by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of same so long as the building stands.

(6) USE OF UNITS

Each of the Units is intended for residential purposes and/or accessory uses permitted as a matter of right by the Zoning-By-Laws of the City of Salem subject to the By-Laws recorded herewith.

(7) UTILITY LINES, PIPES, WIRES AND CONDUITS

Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines located in any other Unit and serving his Unit. Each Unit shall be subject to any easement in favor of the owners of all the Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines serving each other Unit and located in such Unit.

(8) AMENDMENT OF MASTER DEED

This Master Deed may be amended by an instrument in writing signed and acknowledged by one hundred percent (100%) or more of the Unit Owners in the aggregate interest of the undivided ownership of the Common Areas and Facilities of the Condominium and recorded with the Essex South District Registry of Deeds, provided, however, that the percentage of undivided interest of each Unit Owner in the Common Areas and Facilities shall not be altered without the consent of all Unit Owners and all holders of first mortgages of record on Units.

However, no instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A of the General Laws of Massachusetts shall be of any force or effect.

(9) NAME OF CONDOMINIUM

The name of the Condominium is Widler Condominium.

(10) UNIT OWNERS ASSOCIATION

The Unit Owners will manage and regulate the Condominium through an association to be known as the Widler Condominium Trust, which has enacted and is to be governed by the By-Laws, attached hereto, and made a part hereof. As provided in said By-Laws, Richard Paul Widler is the original and present Trustees of the Trust until their successors are duly elected or appointed according to the provisions of said Declaration of Trust.

The mailing address of the Unit Owners Association is 5 North Pine Street, Salem, Massachusetts, 01970.

(11) DETERMINATION OF PERCENTAGES AND COMMON ELEMENTS

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

(12) TAXATION AND BETTERMENT ASSESSMENTS; LIEN

Each Unit and its interest in the Common Areas and Facilities shall be considered an individual parcel of real estate for the assessment and collection of real estate taxes, but the Common Areas and Facilities, the building and the Condominium shall not be deemed to be a taxable parcel. Betterment assessments or portions thereof, annual sewer use charges, water rates and charges of every nature, due to a city, town or district with respect to the Condominium or any part thereof, other than real estate taxes, may be charged or assessed to the organization of Unit Owners; but any lien of the city, town or district provided by law therefor shall attach to the Units in proportion to the percentages, set forth in the Master Deed on record, of the undivided interest of the respective Units in the Common Areas and Facilities.

(13) SUBDIVISION CONTROL LAW

The Subdivision Control Law shall not apply to the division of a building into Units.

(14) INVALIDITY

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

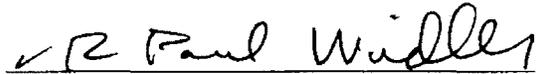
(15) CAPTIONS

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

(16) CONFLICTS

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

IN WITNESS WHEREOF, Richard Paul Widler, hereunto sets his hand and seal this 10th
day of December, 1999.


Richard Paul Widler

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

December 10th, 1999

Then personally appeared the above-named Richard Paul Widler, and acknowledged the
forgoing instrument to be his free act and deed, before me



Notary Public: Paul M. Lynch
My Commission Expires: 11/28/06

Widler Condominium

SCHEDULE B

% OF INTEREST IN COMMON ELEMENTS

<u>UNIT #</u>	<u>LOCATION</u>	<u>APPROX. AREA</u>	<u># OF ROOMS</u>	<u>BENEFICIAL INT.</u>
1	Northerly side of building	1,780 sq. ft.	Five (5) rooms and basement	50%
2	Southerly side of building	2,060 sq. ft.	Six (6) rooms and basement	50%

Exhibit A

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

Beginning at the Southeasterly corner thereof by land now or formerly of Hennessey and thence running;

NORTHERLY	by North Pine Street fifty (50) feet; thence
WESTERLY	by land now or formerly of Doyle seventy-six (76) feet four (4) inches; thence
SOUTHERLY	by land now or formerly of Harrington fifty-three (53) feet eight (8) inches; thence
NORTHERLY	by said land four (4) feet seven (7) inches; and thence
EASTERLY	by said land now or formerly of Hennessey forty-eight (48) feet six (6) inches to corner begun at.

For title, see deed from Patricia M. Ruta, Administratrix of the Estate of James G. Swift, dated March 24, 1999 and recorded in the Essex South District Registry of Deeds in Book 15560, Page 589.

Being the same premises as shown on the site plan recorded herewith.

2/2

12/17/99 3:55 Inst. 468
BK 16108 PG 527

UNIT DEED

GRANTOR: Richard Paul Widler of Salem, Essex County, MA

GRANTEE: Mark A. Crosby of 5 North Pine Street, Unit 1, Salem, MA 01970

UNIT: 1 PERCENTAGE INTEREST IN COMMON AREAS: 50%

UNIT POST OFFICE ADDRESS: 5 North Pine Street, Unit 1
Salem, MA 01970

CONSIDERATION: \$179,000.00

GRANTOR, owner of the UNIT described above in the Widler Condominium, a condominium located at 5 North Pine Street, Salem, MA 01970, created by Master Deed dated December 10, 1999, and recorded with the Essex South District Registry of Deeds in Book 16105, Page 92, in accordance with the provisions of M.G.L. Ch. 183A, grants the UNIT to the GRANTEE with *quitclaim covenants* for the consideration stated above.

The UNIT is laid out as shown on a plan recorded herewith, which is a copy of a portion of the plan filed with the Master Deed and to which is affixed a verified statement in the form provided for in M.G.L. Ch. 183A, Section 9.

The UNIT is conveyed together with (1) the above listed PERCENTAGE INTEREST (a) in the common areas and facilities of the Condominium, as described in the Master Deed, and (b) in the Widler Condominium Trust, under declaration of trust dated December 10, 1999, and recorded with said Registry of Deeds in Book 16105, Page 98; and (2) the easement for exclusive use of yard area contained in the Master Deed and shown on the site plan recorded therewith.

The UNIT is intended for residential dwelling purposes and/or accessory uses permitted as a matter of right by the Zoning-By-Laws of the City of Salem, subject to the By-Laws recorded with said Condominium Trust. No UNIT shall be occupied by more than one (1) family or more than three unrelated persons.

GRANTEE acquire the UNIT with the benefit of, and subject to, the provisions of M.G.L. Ch. 183A, the Master Deed, Condominium Trust and By-Laws referred to above and any rules and regulations from time to time adopted thereunder, and all matters of record stated or referred to in the Master Deed as completely as if each were fully set forth herein; and subject to real estate taxes attributable to the UNIT which are not yet due and payable.

For my title see deed recorded with the Essex South District Registry of Deeds in Book 15560, Page 589.

Witness my hand and seal this 17th day of December, 1999.

Richard Paul Widler
Richard Paul Widler

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

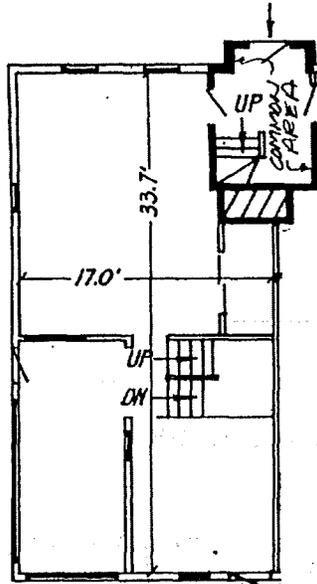
December 17, 1999

Then personally appeared the above named Richard Paul Widler and acknowledged the foregoing instrument to be his free act and deed, before me

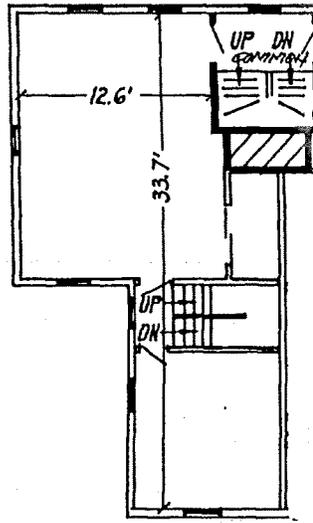
Notary Public
My Commission Expires: 8/21/03

SALEM DEEDS REG 10 ESSEX SOUTH
12/17/99 3:55 PM 01
00000 #241
FEE \$816.24
CRSH \$816.24

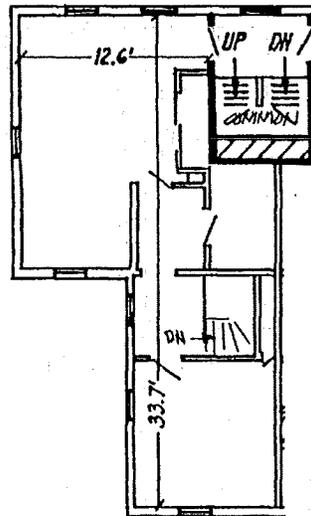
MAIN ENTRANCE



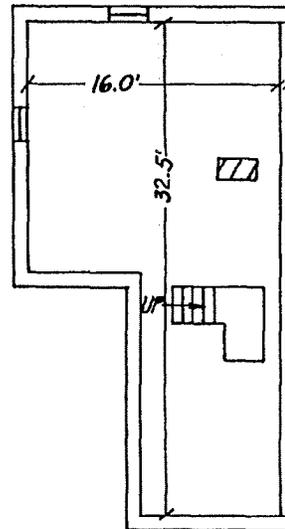
FIRST FLOOR



SECOND FLOOR

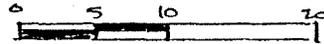


THIRD FLOOR



BASEMENT FLOOR

SCALE: 1" = 10'



UNIT 1

TOTAL AREA (ALL FLOORS)

1780 SF.

I CERTIFY THAT THIS PLAN SHOWS UNIT 1 BEING CONVEYED AND THE IMMEDIATELY ADJOINING UNITS AND THAT IT FULLY AND ACCURATELY REPRESENTS THE LAYOUT, LOCATION, DIMENSIONS, APPROXIMATE AREA, MAIN ENTRANCE AND IMMEDIATE COMMON AREA TO WHICH ACCESS, AS-BUILT.

DATE 11/17/99

P.L.S.

WIDLER CONDOMINIUM

RURAL LAND SURVEYS
130 CENTRE ST.
DANVERS, MA

12/17/99 3:55 inst. 471
BK 16108 PG 538

UNIT DEED

GRANTOR: Mark A. Crosby of 5 North Pine Street, Unit 1, Salem, MA

GRANTEES: Mark Crosby and Marco Belluardo of 5 North Pine Street, Unit 1, Salem, MA

UNIT:1 PERCENTAGE INTEREST IN COMMON AREAS: 50%

UNIT POST OFFICE ADDRESS: 5 North Pine Street, Unit 1
Salem, Massachusetts 01970

for consideration of less than One Hundred (\$100.00) Dollars

GRANTOR, owner of the UNIT described above in the Widler Condominium, a condominium located at 5 North Pine Street, Salem, MA, 01970, created by Master Deed dated December 10, 1999 and recorded with the Essex South District Registry of Deeds in Book 16105, Page 92, in accordance with the provisions of M.G.L. Ch.183A, grants the UNIT to the GRANTEEES

WITH QUITCLAIM COVENANTS

The UNIT is laid out as shown on a plan recorded herewith, which is a copy of a portion of the plan filed with the Master Deed and to which is affixed a verified statement in the form provided for in M.G.L. Ch. 183A, Section 9.

The UNIT is conveyed together with (1) the above listed PERCENTAGE INTEREST (a) in the common areas and facilities of the Condominium, as described in the Master Deed, and (b) in the Widler Condominium Trust, under declaration of trust dated December 10, 1999, and recorded with said Registry of Deeds in Book 16105, Page 92, and (2) the easement for exclusive use of yard area contained in the Master Deed and shown on the site plan recorded therewith.

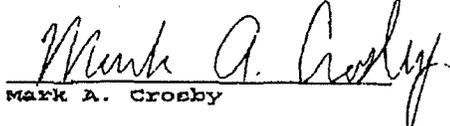
The UNIT is intended for residential dwelling purposes and/or accessory uses permitted as a matter of right by the Zoning-By-Laws recorded with said Condominium Trust. No UNIT shall be occupied by more than one (1) family or more than three unrelated persons.

GRANTEES acquire the UNIT with the benefit of, and subject to, the provisions of M.G.L. Ch. 183A, the Master Deed, Condominium Trust and By-Laws referred to above and any rules and regulations from time to time adopted thereunder, and all matters of record stated or referred to in the Master Deed as completely as if each were fully set forth herein.

For my title, see deed recorded with the Essex South District Registry of Deeds in Book , Page

Witness my hand and seal this 17th day of December, 1999.




MARK A. Crosby

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

December 17, 1999

Then personally appeared the above named Mark A. Crosby and acknowledged the foregoing instrument to be his free act and deed, before me


Notary Public MICHAEL E. LEVIN
My Commission Expires 8/24/03

125

UNIT DEED

GRANTORS: Mark Belluardo-Crosby f/k/a Mark Crosby and Marco Belluardo-Crosby f/k/a Marco Belluardo of Salem, Essex County, MA

GRANTEES: Nora D. McGunnigle & Thomas A. Warin, husband and wife, as tenants by the entirety of 5 North Pine Street, Unit 1, Salem, Essex County, Massachusetts

UNIT 1: Percentage interest in common areas: 50%

UNIT POST OFFICE ADDRESS: 5 North Pine Street, Unit 1
Salem, MA 01970

For consideration paid and in full consideration of three hundred fifty thousand dollars (\$350,000)

GRANTOR, owner of the UNIT described above in the Widler Condominium, a condominium located at 5 North Pine Street, Salem, MA 01970, created by Master Deed dated December 10, 1999 and recorded with the Essex South District Registry of Deeds in Book 16105, Page 92, in accordance with the provisions of M.G.L. Ch. 183A, grants the UNIT to the GRANTEEES

with *QUITCLAIM COVENANTS*

The UNIT is laid out as shown on a plan recorded herewith, which is a copy of a portion of the plan filed with the Master Deed and to which is affixed a verified statement in the form provided for in M.G.L. Ch. 183A, §9.

The UNIT is conveyed together with (1) the above listed PERCENTAGE INTEREST (a) in the common areas and facilities of the Condominium, as described in the Master Deed, and (b) in the Widler Condominium Trust, under declaration of trust dated December 10, 1999, and recorded with said Registry of Deeds in Book 16105, page 98, and (2) the easement for exclusive use of yard area contained in the Master Deed and shown on the site plan recorded therewith.

The UNIT is intended for residential dwelling purposes and/or accessory uses permitted as a matter of right by the Zoning-By-Laws recorded with said Condominium Trust. No UNIT shall be occupied by more than one (1) family or more than three unrelated persons.

GRANTEES acquire the UNIT with the benefit of, and subject to, the provisions of M.G.L. Ch. 183A, the Master Deed, Condominium Trust and By-Laws referred to above and any rules and regulations from time to time adopted thereunder, and all matters of record stated or referred to in the Master Deed as completely as if each were fully set forth herein.

5 North Pine St. Unit 1, Salem

CANCELLED
RECORDED 10
ESSEX, SOUTH
06/21/05
000006
FEE
CASH \$1506.00

For our title, see deed recorded with the Essex South District Registry of Deeds in Book 16108
Page 538.

Witness our hands and seal this 21 day of June 2005.

Mark Belluardo-Crosby f/k/a Mark Crosby Marco Belluardo-Crosby f/k/a Marco Belluardo
Mark Belluardo-Crosby f/k/a Mark Crosby Marco Belluardo-Crosby f/k/a Marco Belluardo

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

June 21, 2005

On this 21st day of June, 2005, before me, the undersigned notary public, personally appeared **Mark Belluardo-Crosby** and **Marco Belluardo-Crosby**, proved to me through satisfactory evidence of identification, which was/were MA drivers licenses to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Mary Beth A. Waite

Notary Public

My commission expires:

Return to:



MARY BETH A. WAITE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 5, 2008

3 E

AK-4

2012112600497 Bk:31953 Pg:590
11/26/2012 03:45 DEED Pg 1/3

Southern Essex District ROD
Date: 11/26/2012 03:45 PM
ID: 932315 Doc# 20121126004970
Fee: \$843.60 Cons: \$185,000.00

UNIT DEED

GRANTORS: Nora D. McGunnigle and Thomas A. Warin, husband and wife of New Orleans, Louisiana

GRANTEE: Frederick I. Smith and Christine L. Smith of 15 Valiant Way, Salem, Essex County, Massachusetts, as husband and wife, tenants by the entirety

UNIT: 1 Percentage interest in common areas: 50%

UNIT POST OFFICE ADDRESS: 5 North Pine Street, Unit 1
Salem, MA 01970

For consideration paid and in full consideration of One Hundred Eighty Five Thousand and 00/100 (\$185,000.00) Dollars

GRANTORS, owner of the UNIT described above in the Widler Condominium, a condominium located at 5 North Pine Street, Salem, MA 01970, created by Master Deed dated December 10, 1999 and recorded with the Essex South District Registry of Deeds at Book 16105, Page 92 in accordance with the provisions of M.G.L. Ch. 183A, grants the UNIT to the GRANTEE

with quitclaim covenants

The UNIT is laid out as shown on a plan recorded herewith, which is a copy of a portion of the plan filed with the Master Deed and to which is affixed a verified statement in the form provided for in M.G.L. Ch. 183A, § 9.

The UNIT is conveyed together with (1) the above listed PERCENTAGE INTEREST (a) in the common areas and facilities of the Condominium, as described in the Master Deed, and (b) in the Widler Condominium Trust, under declaration of trust dated December 10, 1999, and recoded with said Registry of Deeds in Book 16105, Page 98 and (2) the easement for exclusive use of yard area contained in the Master Deed and shown on the site plan recorded therewith.

The UNIT is intended for residential dwelling purposes and/or accessory uses permitted as a matter of right by the Zoning-By-Laws recorded with said Condominium Trust. No UNIT shall be occupied by more than one (1) family or more than three unrelated persons.

Property Address: 5 North Pine Street, Unit 1, Salem, MA 01970

GRANTEES acquire the UNIT with the benefit of, and subject to, the provisions of M.G.L. Ch. 183A, the Master Deed, Condominium Trust and By-Laws referred to above and any rules and regulations from time to time adopted thereunder, and all matters of record stated or referred to in the Master Deed as completely as if each were fully set forth herein.

The Grantor's hereby release any and all statutory rights of homestead in the granted premises and reserved in Declaration of Homestead dated June 21, 2005 and recorded with Essex South District Registry of Deeds at Book 24447, Page 82.

Being the same premises conveyed to us by deed of Mark Belluardo-Crosby f/k/a Mark Crosby and Marco Belluardo-Crosby f/k/a Marco Belluardo dated June 21, 2005 and recorded with the Essex South District Registry of Deeds at Book 24447, Page 60.

Remainder of page intentionally left blank

WITNESS our hands and seals this twelfth day of October, 2012.



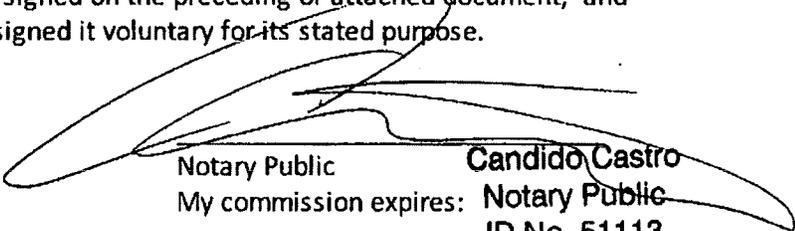
Nora D. McGunnigle,



Thomas A. Warin

State of Louisiana
County of Orleans

On this 12th day of October, 2012, before me, the undersigned notary public, personally appeared, Nora D. McGunnigle, who proved to me through satisfactory evidence of identification, which was LA Drivers License(s) or [] _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntary for its stated purpose.

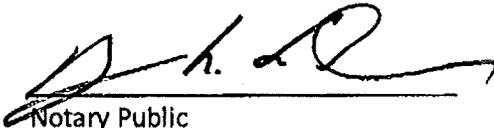


Notary Public **Candido Castro**
My commission expires: **Notary Public**
ID No. 51113

Parish of Orleans, State of Louisiana
My commission is by revocation
(Date: 10-12-2012)

State of Louisiana
County of Orleans

On this _____ day of October, 2012, before me, the undersigned notary public, personally appeared, Thomas A. Warin, who proved to me through satisfactory evidence of identification, which was LA Drivers License(s) or [] _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntary for its stated purpose.



Notary Public
My commission expires:

RYAN M. MCCABE, La. Bar No. 31254
NOTARY PUBLIC
Notary ID No. 87910
State of Louisiana
My Commission is issued for Life.

25

UNIT DEED

GRANTOR: Richard Paul Widler of Denver, Colorado

GRANTEE: Christopher M. O'Malley and Heather E. Clark, as joint tenants with right of survivorship, both of 5 North Pine Street, Unit 2, Salem, MA 01970

UNIT: 2 PERCENTAGE INTEREST IN COMMON AREAS: 50%

UNIT POST OFFICE ADDRESS: 5 North Pine Street, Unit 2
Salem, MA 01970

CONSIDERATION: \$179,900.00

GRANTOR, owner of the UNIT described above in the Widler Condominium, a condominium located at 5 North Pine Street, Salem, MA 01970, created by Master Deed dated December 10, 1999, and recorded with the Essex South District Registry of Deeds in Book 16105, Page 92, in accordance with the provisions of M.G.L. Ch. 183A, grants the UNIT to the GRANTEE with *quitclaim covenants* for the consideration stated above.

The UNIT is laid out as shown on a plan recorded herewith, which is a copy of a portion of the plan filed with the Master Deed and to which is affixed a verified statement in the form provided for in M.G.L. Ch. 183A, Section 9.

The UNIT is conveyed together with (1) the above listed PERCENTAGE INTEREST (a) in the common areas and facilities of the Condominium, as described in the Master Deed, and (b) in the Widler Condominium Trust, under declaration of trust dated December 10, 1999, and recorded with said Registry of Deeds in Book 16105, Page 98; and (2) the easement for exclusive use of yard area contained in the Master Deed and shown on the site plan recorded therewith.

The UNIT is intended for residential dwelling purposes and/or accessory uses permitted as a matter of right by the Zoning-By-Laws of the City of Salem, subject to the By-Laws recorded with said Condominium Trust. No UNIT shall be occupied by more than one (1) family or more than three unrelated persons.

GRANTEE acquire the UNIT with the benefit of, and subject to, the provisions of M.G.L. Ch. 183A, the Master Deed, Condominium Trust and By-Laws referred to above and any rules and regulations from time to time adopted thereunder, and all matters of record stated or referred to in the Master Deed as completely as if each were fully set forth herein; and subject to real estate taxes attributable to the UNIT which are not yet due and payable.

For my title see deed recorded with the Essex South District Registry of Deeds in Book 15560, Page 589.

Witness my hand and seal this 22nd day of December, 1999.


Richard Paul Widler

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

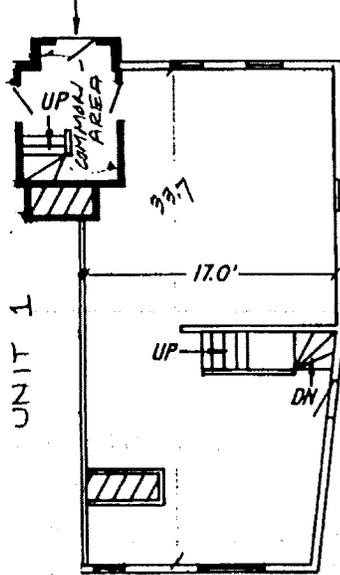
December 22, 1999

Then personally appeared the above named Richard Paul Widler and acknowledged the foregoing instrument to be his free act and deed, before me

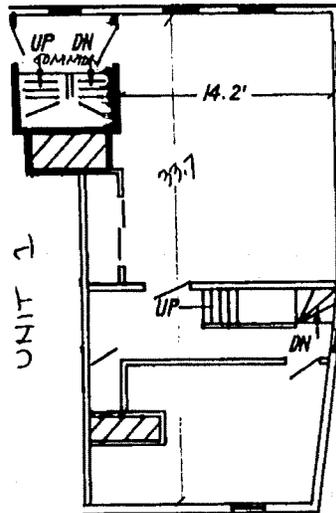

Neal J. Cohen
Notary Public
My Commission Expires: 01/20/2000

Return to:
Heather E. Clark
5 North Pine Street, Unit 2
Salem, MA 01970

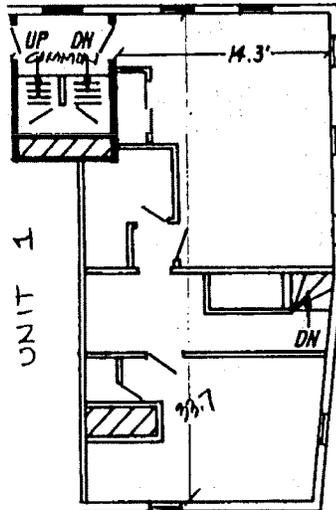
MAIN ENTRANCE



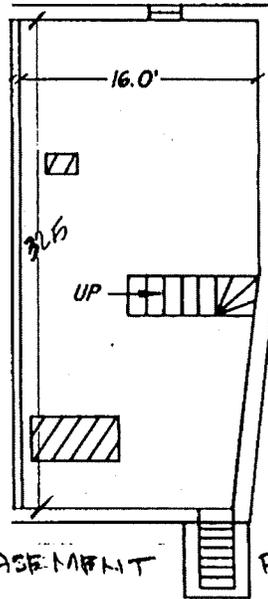
FIRST FLOOR



SECOND FLOOR

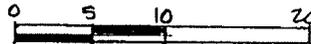


THIRD FLOOR



BASEMENT FLOOR

SCALE: 1" = 10'



SALEM
DEEDS REG 10
ESSEX SOUTH

12/27/99 10:06AM 01
000000-12751

FEE \$820.80

CASH \$820.80

UNIT 2

TOTAL AREA 2060 SF.
(ALL FLOORS)

I CERTIFY THAT THIS PLAN SHOWS UNIT 2 BEING CONVEYED AND THE IMMEDIATELY ADJOINING UNITS AND THAT IT FULLY AND ACCURATELY DEPICTS THE LAYOUT, LOCATION, DIMENSIONS, APPROXIMATE AREA, MAIN ENTRANCE AND IMMEDIATE COMMON AREA TO WHICH ACCESS, AS-BUILT.

DATE 11/17/99

P.L.S.

WIDLER CONDOMINIUM

RURAL LAND SURVEYS
130 CENTRE ST.
DANVERS, MA

7/5
12/5

Massachusetts Quitclaim Deed

2004111200583 Bk:23621 Pg:501
11/12/2004 15:22:00 DEED Pg 1/2

We, Christopher M. O'Malley and Heather E. Clark of Salem, Essex County, Massachusetts
for consideration paid, and in full consideration of \$305,000.00

grant to Eric Bibeault and Jennifer Bibeault, husband and wife, as tenants by entirety of 5 North
Pine Street, Unit 2, Salem, MA 01970 with *quitclaim covenants*

Unit 2 (the "UNIT") in the Widler Condominium, a condominium located at 5 North Pine Street,
Salem, MA 01970, created by Master Deed dated December 10, 1999, and recorded with the
Essex South District Registry of Deeds in Book 16105, Page 92, in accordance with the
provisions of M.G.L. Ch. 183A.

The UNIT is laid out as shown on a plan filed with the first Unit Deed out recorded with the
Essex South District Registry of Deeds in Book 16121, Page 474, which is a copy of a portion of
the plan filed with the Master Deed and to which is affixed a verified statement in the form
provided for in M.G.L. Ch. 183A, Section 9.

The UNIT is conveyed together with (1) 50% PERCENTAGE INTEREST (a) in the common
areas and facilities of the Condominium, as described in the Master Deed, and (b) in the Widler
Condominium Trust, under declaration of trust dated December 10, 1999, and recorded with said
Registry of Deeds in Book 16105, Page 98; and (2) the easement for exclusive use of yard area
contained in the Master Deed and shown on the site plan recorded therewith.

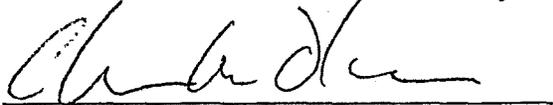
The UNIT is intended for residential dwelling purposes and/or accessory uses permitted as a
matter of right by the Zoning-By-Laws of the City of Salem, subject to the By-Laws recorded
with said Condominium Trust. No UNIT shall be occupied by more than one (1) family or more
than three unrelated persons.

The UNIT is conveyed with the benefit of, and subject to, the provisions of M.G.L. Ch. 183A,
the Master Deed, Condominium Trust and By-Laws referred to above and any rules and
regulations from time to time adopted thereunder, and all matters of record stated or referred to
in the Master Deed as completely as if each were fully set forth herein; and subject to real estate
taxes attributable to the UNIT which are not yet due and payable.

Property Address: 5 North Pine Street, Unit 2, Salem, MA 01970

For our title see deed from Richard Paul Widler to us dated December 22, 1999, recorded with
the Essex South District Registry of Deeds in Book 16121, Page 474.

Witness our hands and seals this 12th day of November, 2004.



Christopher M. O'Malley



Heather E. Clark

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

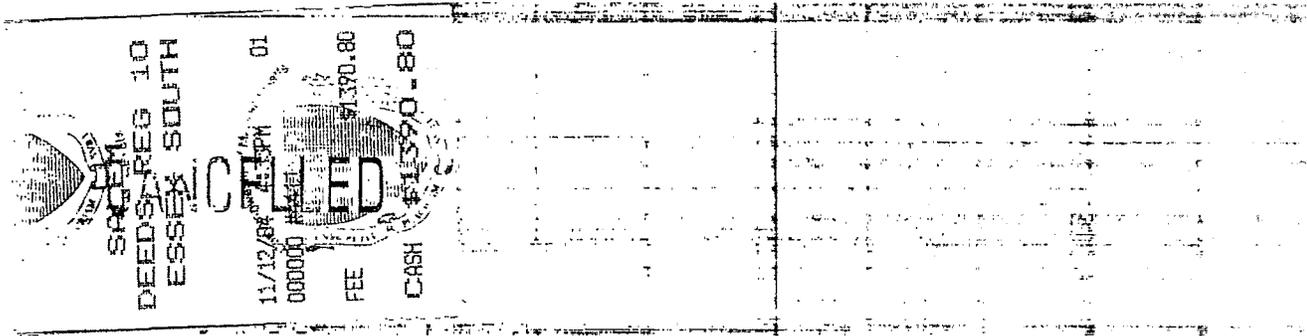
On this 12th day of November, 2004, before me, the undersigned notary public, personally appeared Christopher M. O'Malley and Heather E. Clark, personally known to me to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



Neal J. Cohen
Notary Public
My Commission Expires: 01/05/2007



NEAL J. COHEN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 5, 2007



Massachusetts Cultural Resource Information System

Scanned Record Cover Page

Inventory No: SAL.669
Historic Name:
Common Name:
Address: 5 North Pine St
City/Town: Salem
Village/Neighborhood: Central Salem
Local No: 25-135
Year Constructed: c 1810
Architect(s):
Architectural Style(s): Federal
Use(s): Multiple Family Dwelling House; Single Family Dwelling House
Significance: Architecture
Area(s): SAL.HU: McIntire Historic District
Designation(s): Local Historic District (3/3/1981)
Building Materials(s): Roof: Asphalt Shingle
Wall: Wood Shingle; Wood
Foundation: Concrete Unspecified; Brick



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

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

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

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

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

This file was accessed on:

Tuesday, July 28, 2015 at 2:24: PM

LHD 3/3/1981

SAL 1001

FORM B - BUILDING

Assessor's Number

USGS Quad

Area(s)

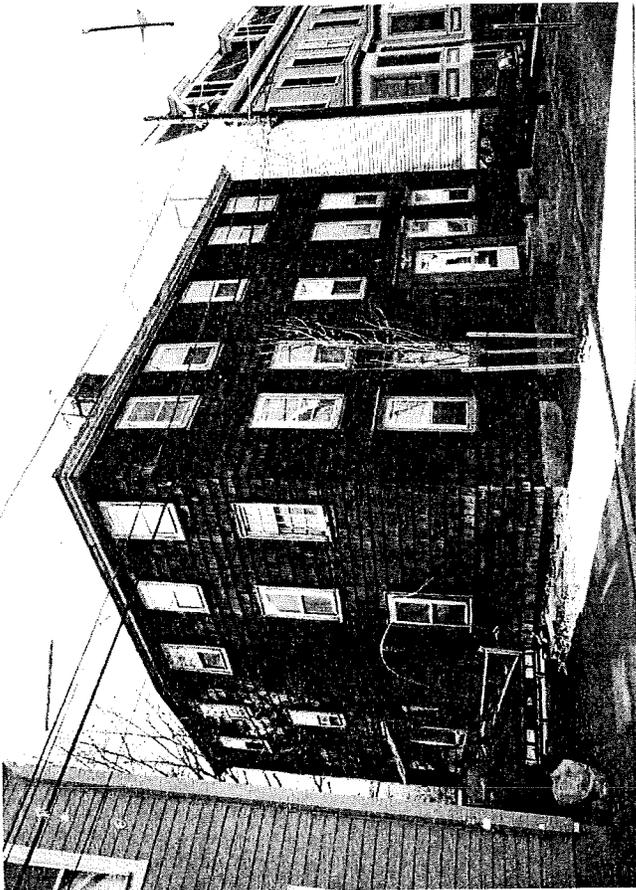
Form Number

25-135

Salem

HU

669



MARCH 23, 1995

Town Salem

Place (neighborhood or village) Central Salem

Address 5 North Pine Street

Historic Name

Uses: Present Residential

Original "

Date of Construction Early 19th C.

Source Visual Assessment and See Bibliography*

Style/Form Federal/Greek Revival

Architect/Builder

Exterior Material:

Foundation Pargetted Brick

Wall/Trim Shingles/Wood

Roof Asphalt Shingles

Outbuildings/Secondary Structures

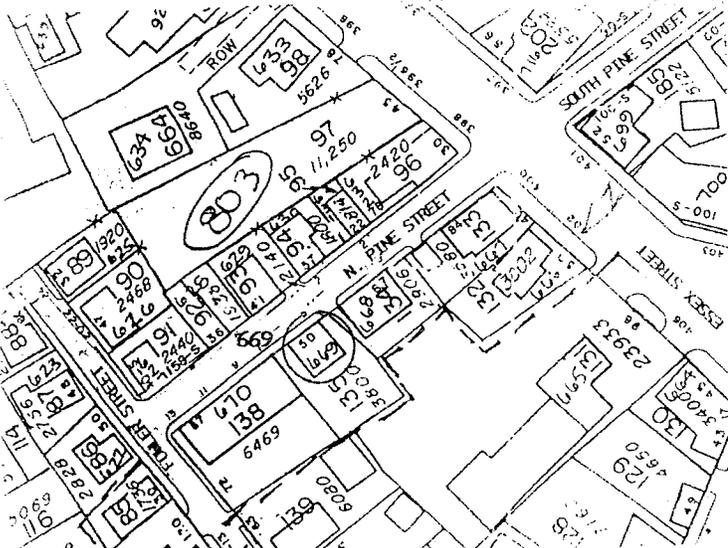
Major Alterations (with dates) 2/2 sash installed (late 19th-early 20th C.), siding applied (mid-late 20th C?)

Condition Good

Moved no yes Date Between 1851 and 1866

Acreage 3,800 SF

Here. Indicate North.



Recorded by: Susan Ceccacci, Roger Reed
and Dianne L. Siergiej
Organization: Commonweal Collaborative
Date: July 1995

RECEIVED
SEP 29 1995

M.S.S. HIST. COMM.

Setting Set directly on sidewalk in a densely-settled neighborhood primarily of 19th-century houses.

BUILDING FORM

5 North Pine Street

ARCHITECTURAL DESCRIPTION See continuation sheet.

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

This 3-story, 5-bay, center-entry, center-chimney, hip-roofed house is three bays deep and has a 2-bay, 3-story, rear ell. Windows diminish in size at each ascending floor level. Most window frames are molded and most window sash are 2/2. Some 6/9 sash survives. Ground floor window frames on the main facade have cornice caps.

Further documentary and physical research is necessary to understand the history of this building. The proportions of this dwelling suggest it is of the late Federal or early Greek Revival period. Its three-story Federal appearance and its absence from this site until the second half of the 19th century indicate it likely was moved here. The chief ornamental feature of the house is the enclosed, entry porch trimmed with smooth-shafted, Doric pilasters, a filleted frieze and cornice.

HISTORICAL NARRATIVE See continuation sheet.

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

This house does not appear on the 1851 map, yet its appearance suggests an early 19th century construction date. Its configuration as a three-story, low-pitched, hipped-roofed, five-bay, center-entry dwelling is characteristic of the Federal style. Alterations to the exterior, however, have left little evidence of the refined treatment normally associated with the Federal period. It appears certain, however, that this house was moved to this location sometime between 1851 and 1866.

John Swift, like his neighbor Patrick Hennesey at No. 1-3 North Pine Street, was a currier. Swift resided at this location as early as 1866. By 1882, he obtained a new position as coachman for Amory A. Lawrence on Bay View Avenue. At that time, Nicholas and Joseph Henneberry, both carriers, rented the other half of the house. Like 1-3 North Pine Street, this house is an example of working class Irish-Americans becoming property owners in mid-19th century Salem.

BIBLIOGRAPHY and/or REFERENCES See continuation sheet.

- *Salem Directories, 1866, 1869, 1878, 1879, 1888-89, 1897.
- Beers, D. G. & Company, Atlas of Essex County, Massachusetts, 1872.
- Hopkins, G. M. & Co., Atlas of Salem, Massachusetts, 1874.
- *McIntyre, Henry C. E., Map of the City of Salem, Mass., 1851.
- Richards, L. J., Atlas of the City of Salem, Massachusetts...., 1897.
- Sanborn Map Company, Sanborn Fire Insurance Maps of Salem, Massachusetts 1890 New York, Sanborn Map Co., 1890.

Recommended for listing in the National Register of Historic Places;
If checked, see attached National Register Criteria Statement form.

INVENTORY FORM CONTINUATION SHEET

SAL 11/11
Salem
5 North Pine Street

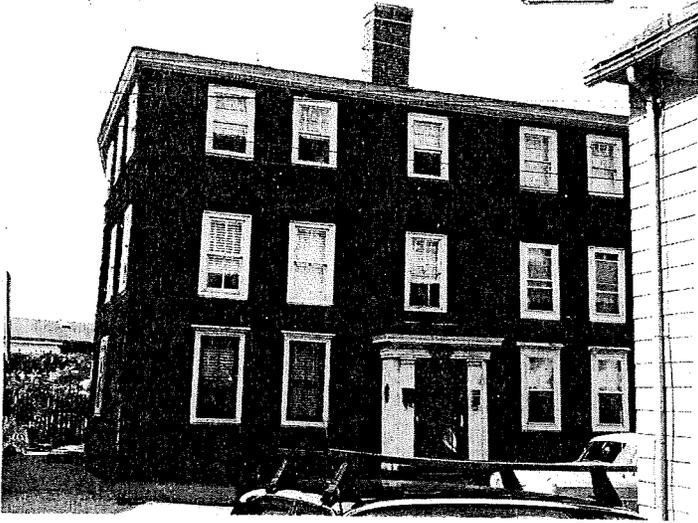
Area HU Form No. 669

BIBLIOGRAPHY and/or REFERENCES

Sanborn Map Company, Sanborn Fire Insurance Map of Salem, Mass., 1906, New York, Sanborn Map Co., 1906.

Sanborn Map Company, Sanborn Fire Insurance Map of Salem, Mass., 1906 to Feb., 1950, New York, Sanborn Map Co., 1950.

Walker Lithograph and Publishing Company, Atlas of the City of Salem, Massachusetts, 1911.



2. Town SAL 1069 6669
 Street _____
 Name _____
 Original Use HOME
 Present Use _____
 Present Owner _____
 Date _____ Style _____
 Source of Date SHDC - See
 Architect Rever...

3. CONDITION: Excellent Good Fair Deteriorated Moved Altered _____
 IMPORTANCE of site to area: Great Little None SITE endangered by _____

4. DESCRIPTION

FOUNDATION/BASEMENT: High Regular Low Material: CONCRETE
 WALL COVER: Wood Shingle Brick Stone Other _____
 STORIES: 1 2 3 4 CHIMNEYS: 1 2 3 4 Center End Cluster Elaborate Irregular
 ATTACHMENTS: Wings Ell Shed Dependency _____ Simple/Complex
 PORCHES: 1 2 3 4 Portico Balcony _____ Recessed _____
 ROOF: Ridge Gambrel Flat Hip Mansard
 Tower Cupola Dormer windows Balustrade Grillwork _____
 FACADE: Gable End: Front/Side Symmetrical/Asymmetrical Simple/Complex Ornament
 Entrance: Front/Side Centered Double Features: _____
 Windows: Spacing: Regular/Irregular Identical/Varied _____
 Corners: Plain Pilasters Quoins Obscured _____

OUTBUILDINGS _____ LANDSCAPING _____

5. Indicate location of structure on map below Prof
 6. Footage of structure from street _____
 Property has _____ feet frontage on street
 Recorder _____
 For NOV 1967
 Photo ✓ E-05 153-1-179

NOTE: Recorder should obtain written permission from Commission or sponsoring organization before using this form. (See Reverse Side)

SAR. 6669

FOR USE WITH IMPORTANT STRUCTURES (Indicate any interior features of note)

Fireplace

Stairway

Other

GIVE A BRIEF DESCRIPTION OF HISTORIC IMPORTANCE OF SITE (Refer and elaborate on theme circled on front of form)

Vol. III

#3 North Pine Street.

RATING: TWO. PERIOD: PRE-FEDERAL

P. 104

This is a typical, three-story, wooden, hip roof dwelling with a small ell. It has an enclosed front porch with small oval side windows, and it is framed by flat pilasters. At the first floor level the window caps are typical of the Pre-Federal period; the window openings are narrower than usual.

REFERENCE (Where was this information obtained? What book, records, etc.)

BIBLIOGRAPHY

Original Owner: _____
Deed Information: Book Number _____ Page _____, _____ Registry of Deeds

Historic House Plaque Application

If interested in commissioning a written history of your Salem house and having a plaque to identify its construction date and early owner(s), please fill in the blanks below.

The fee for a professionally prepared house history and plaque is \$400.00. Please send a check for that amount, made out to Historic Salem, Inc., with this application, to the above address.

92
10/2/2015
PRT.

Name: Fred Smith

Name of Owner (if different from above):

Fred Smith and Christine Smith

Contact Information:

Home Phone: 781-307-1097

Work Phone: NA

e-mail: chrisfred@comcast.net

Street Address: 5 N. Pine St. (Unit 1)

Date Purchased & From Whom:

November 2012 Nora Mc Bunnisle
Thomas Warren

Helpful Information about the Building (append copies if necessary):

2 units, side by side, info in hand suggests
building was moved to site mid 19th century
from Lynn, MA Exposed beams, mortise & tenon
construction.