

US EPA ARCHIVE DOCUMENT

215 SALEM
240 SALEM
242 SALEM

248 SALEM
250 SALEM

Superfund Records Center
Site: Wells G & H

Date: 11.14
DocID: 282357



SDMS DocID 282357

215 SALEM ST



[Click to enlarge](#)

MBLU : 37/ 13/ 04/ /
Location: 215 SALEM ST
Owner Name: KOSOW MARVIN PTR
Account Number: 216984254214 0



Parcel Value

Item	Assessed Value
Buildings	2,281,000
Extra Building Features	0
Outbuildings	0
Land	1,221,700
Total:	3,502,700



Owner of Record

KOSOW MARVIN PTR
 822 BOYLSTON STREET
 CHESTNUT HILL, 02167



Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
KOSOW MARVIN PTR	19217/ 308	1/1/1988	



Land Line Valuation

Size	Zone	Assessed Value
5.05 AC	IG	1,221,700



Construction Detail

Item	Value
Style	Warehouse
Model	Industrial
Grade	Abv Avg
Stories	2 Stories
Exterior Wall 1	Concr/Cinder
Roof Structure	Flat
Roof Cover	Tar & Gravel

Interior Wall 1	Minim/Masonry
Interior Wall 2	Drywall/Sheet
Interior Floor 1	Concr-Finished
Interior Floor 2	Carpet
Heat Fuel	Gas
Heat Type	Forced Air-Duc
AC Type	None
Bedrooms	Zero Bedrooms
Bathrooms	Zero Bathrms



Building Valuation

Item	Value
Living Area	83,831 square feet
Replacement Cost	2,973,486
Year Built	1984
Depreciation	22%
Building Value	2,319,300



Outbuildings

Code	Description	Units
	No Outbuildings	



Extra Features

Code	Description	Units
	No Extra Building Features	



Building Sketch



US EPA ARCHIVE DOCUMENT

Subarea Summary

Code	Description	Gross Area	Living Area
AOF	Office, (Average)	27625	45581
BAS	First Floor	38250	38250

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DECLARATION OF TRUST
OF THE
215 SALEM STREET TRUST

MSI 07/25/88 03:33:06 764 14.00

DECLARATION OF TRUST made this 20th day of July, 1988, by MARVIN P. KOSOW of Brookline, County of Norfolk, Commonwealth of Massachusetts, hereinafter referred to as "the Trustee."

The Trustee hereby DECLARES that he and his successors in trust will hold any and all of the property that may be transferred to or acquired by them in their capacity as Trustees, (hereinafter referred to as "the Trust Premises") in trust for the purposes hereinafter contained:

1. This Trust shall be designated and known as the
215 SALEM STREET TRUST

2. A. The entire beneficial interest of this Trust shall be vested in the person named in a Schedule of Beneficial Interests of even date, signed by the Trustee and the Beneficiary, in the proportion therein set forth.

B. The term "Beneficiaries" wherever used herein shall mean the persons named in the Schedule of Beneficial Interests referred to above as it may be amended by the Trustee and the Beneficiaries from time to time. The Trustee shall not be affected by any assignment or transfer of any beneficial interest by any Beneficiary until receipt by the Trustee of written notice that such assignment or transfer has in fact been made. Any Trustee may, without impropriety, be or become a Beneficiary or sole Beneficiary hereunder and exercise all rights of a Beneficiary with the same effect as though he were not a Trustee.

3. A. This Trust shall continue until terminated in the manner

BOOK 25115 P 223

222 August
222 August
223 August

provided in Paragraph 6.B or on the sale and conversion into cash of the Trust Premises, whichever event shall first occur, provided, however, that this Trust shall terminate in any event twenty (20) years after the death of the last survivor of the Trustees herein named.

B. Upon the termination of the Trust, the Trust Premises shall automatically vest in the Beneficiaries hereof as tenants in common if more than one, in proportion to their respective interests, or in the name of the sole Beneficiary, if only one, subject to any mortgages, leases, contracts, or other encumbrances on the Trust Premises then existing.

4. A. The purposes for which the Trust is formed and the functions to be carried on by the Trustee are limited to holding the record legal title of the Trust Premises for the benefit of the Beneficiaries. The Trust shall not engage in any functions other than the holding of record legal title to the Trust Premises, and such functions as are necessarily incidental thereto, and is intended to be merely a nominee trust, so-called, for Federal and State income tax purposes.

B. Except as herein provided in the case of termination of this Trust, the Trustee shall have no power to deal in or with the Trust Premises, except as directed in writing by a majority of the Beneficiaries. Upon such direction, the Trustee may borrow money, sell, mortgage or otherwise dispose of all or any part of the Trust Premises, lease all or any part thereof by one or more leases for a term or terms which may extend beyond the date of any possible termination of this Trust, grant or acquire rights and easements, guarantee obligations of the Beneficiaries and secure such guarantees by a mortgage on the Trust Premises, enter into agreements or arrangements with respect to the Trust and take such other action as the Beneficiaries may

direct, provided, however, that the Trustee shall not be required to take any action so directed which will, in the opinion of the Trustee, involve him to any personal liability unless first indemnified to the satisfaction of the Trustee.

The Trustee shall not be required to inquire into the propriety of any direction received from the Beneficiaries. Any person dealing with the Trustee shall be fully protected in accordance with the provisions of Paragraph B hereof.

5. The Beneficiaries of this Trust, in their own right, shall have the control of the management, operation and handling of the Trust Premises, and all matters related thereto and the Trustee shall have no duty with respect to such management, operation or handling of the Trust Premises or other matters related thereto, including without limitation, the collection of income, payment of taxes, provision of insurance, engaging in litigation or otherwise, except on written direction of a majority of the Beneficiaries, and after payment to the Trustee of all money necessary to carry out said instructions.

6. A. This Declaration of Trust may be amended from time to time by the Trustee with the written consent and approval of a majority of the Beneficiaries by an instrument in writing signed by the then Trustee or Trustees hereunder and acknowledged by one or more of them, but no such amendment shall, without the written consent of the Trustee hereunder, increase the liability of duties of the Trustees from that originally provided herein.

The amendment shall be effective upon the recording with the Middlesex South District Registry of Deeds of the instrument of amendment or a

Certificate of Amendment which sets forth the exact terms of such amendment which has been signed by a majority of the Trustees or the Trustee, if only one, and acknowledged in the manner required for recording.

Provided that nothing herein shall prevent each beneficiary from substituting for himself or herself some other person or entity chosen by that beneficiary. Subject to the above no one beneficiary shall have the power to transfer, convey, mortgage, alienate or anticipate any of the rents, profits, interest income, or payments of the Trust nor shall the same be involuntarily alienated, transferred, or conveyed without the consent of at least a majority of the beneficiaries.

Further provided that each beneficiary will have the power to appoint by Will their share in this Trust in the event of any beneficiary's death prior to termination of this Trust. In default of said appointment said interest shall pass to said beneficiary's spouse. If his or her said spouse shall not survive said beneficiary, the latter's interest shall pass in equal shares to the said beneficiary's issue. If neither spouse nor issue survive the said beneficiary then, said interest shall pass to the said beneficiary's estate.

B. This Trust may be terminated at any time by a majority of the Beneficiaries by delivery to all of the Trustees then serving (or to the Trustee, if at that time there shall be only one Trustee) of an instrument in writing setting forth such termination and signed by any one or more of the Beneficiaries and acknowledged in proper form for recording.

Upon delivery of such instrument to the Trustees (or to the Trustee, if at that time there shall only be one Trustee), the Trustee or Trustees shall acknowledge receipt of the same and the same shall be recorded

in the Registry of Deeds in which this Declaration of Trust is recorded. Such termination shall be effective upon the recording of such instrument with said Registry of Deeds.

7. No Trustee shall be liable for any error of judgment or for any loss arising out of any act or omission in the execution of the Trust so long as he acts in good faith but in any event, any trustee shall be liable and accountable only for their own individual acts, receipts, neglects, and defaults, and not for those of any other Trustee, or any person employed by them, or of any bank, trust company, broker or other person or entity with whom or wherein any moneys or securities belonging to the Trust may be deposited nor for any defect in title of any property acquired by the Trust, and nor for any loss of property unless such occurs as a result of their own willful acts or omissions, and she shall be entitled to indemnity out of the assets of the Trust against any liability incurred in the execution of the terms of provisions hereof except for such willful acts or omissions.

8. A. No person dealing with any person who appears of record in the Middlesex South District Registry of Deeds as the Trustee hereof shall be bound to inquire further as to the person who is then the Trustee hereunder. The receipt by the Trustee for moneys or other items paid or delivered to her shall be conclusive evidence to the persons paying or delivering the same of the payment or delivery of such moneys or other items to the Trust, and no purchaser, lender or other persons from whom the Trustee shall receive any money, property or credit shall be under any liability or responsibility to see to the proper application thereof or to see that the terms and conditions of this Trust have been complied with. No license of court shall be required to authorize or validate any transaction entered into by the Trustee, and the

Trustee shall have full power and authority to execute all deeds and other instruments necessary or proper to effectuate such transactions.

B. Every agreement, mortgage, pledge, note, assignment, transfer, check, extension, release, discharge and other writing or document executed by the person appearing from the records in the Middlesex Registry of Deeds, to be the Trustee hereunder, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder, that at the time of the execution and delivery thereof this Trust was in full force and effect, and that the Trustee executing and delivering such instrument was duly authorized, empowered and directed by a majority of the Beneficiaries to execute and deliver the same, and that such instrument is valid, binding, effective and legally enforceable.

9. A. Any Trustee hereunder may resign by written instrument signed and acknowledge by such Trustee and recorded at the Middlesex South District Registry of Deeds.

B. One or more additional Trustees and successor Trustees may also be appointed, and any Trustee may be removed, by an instrument or instruments in writing signed by all of the Beneficiaries and acknowledged by one or more of them.

C. In the case of any and all appointments or removals, such instrument of appointment or removal, or a certificate by any Trustee naming the Trustee or Trustees appointed or removed, and, in the case of an appointment, the acceptance in writing by the Trustee or Trustees so appointed, shall be so recorded. Upon the appointment of any succeeding Trustee or additional Trustee or Trustees, the title to the Trust Premises shall thereupon and without the necessity of any conveyance be vested in said

succeeding or additional Trustee or Trustees jointly with the remaining Trustee or Trustees, if any. Any succeeding Trustee shall have all the rights, powers, authority, and privileges as if named as an original Trustee hereunder. No Trustee shall be required to furnish bond.

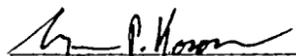
D. Any change of Trustees hereunder shall not affect any person not having actual notice thereof until a certificate signed and acknowledged as herein provided is recorded in the Middlesex South District Registry of Deeds and such certificate shall be conclusive evidence to all persons of any fact therein recited. The Schedule of Beneficiaries signed by the Trustee when recorded shall be conclusive evidence as to the facts set forth therein. However, such recording shall not be required to validate or effectuate any act done pursuant to the terms of this instrument nor to establish the rights of the Beneficiaries listed therein.

10. Nothing herein, and no act of any Trustee, and no instrument executed by any Trustee shall create or impose on the Trustee any personal liability. In every contract and instrument made or executed by the Trustee, reference shall be made to this instrument; and a provision included that the same is executed by the Trustee with the express understanding and agreement that nothing therein contained shall be construed as creating any personal liability or obligation on the part of the Trustee or the Beneficiaries and that every person now or hereafter claiming any right or security under any such instrument shall look solely to the Trust property for the payment thereof and the enforcement of any lien thereby created or the enforcement of any covenant, condition, obligation or agreement contained therein.

The terms "Trustee" or "Trustees" when used in this instrument shall each include both singular and plural where the context so requires or

permits. In the event there shall be more than two Trustees, any action required or permitted by the Trustee shall require a majority. In the event there are only two Trustees, both Trustees must act together in exercising all of the rights, duties and powers of the Trustee hereunder.

IN WITNESS WHEREOF, the said Trustee has signed these presents in token of her acceptance of this Trust, intending these presents to take effect as an instrument under seal on the day and year first above written.

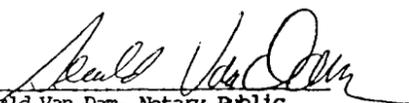

MARVIN P. KOSOW

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

JULY 20, 1988

Then personally appeared the above-named Marvin P. Kosow, known to me, and acknowledged his execution of the foregoing Declaration of Trust to be his free act and deed, before me,


Gerald Van Dam, Notary Public
My commission expires: March 7, 1991

S1

TRUSTEE'S CERTIFICATE

I, the undersigned, Marvin P. Kosow of Brookline, County of Norfolk, Massachusetts, Trustee of 215 Salem Street Trust, established under a Declaration of Trust dated the 20th day of June, 1988, recorded with the Middlesex South District Registry of Deeds prior hereto, hereby certify that I am the sole Trustee of said Trust; that said Trust has not been altered, amended, revoked, or terminated; that pursuant to said Trust the Trustee has the power to the extent directed by the beneficiaries to purchase the property known as and numbered 215 Salem Street, Woburn, Middlesex County, Massachusetts for consideration of Three Million Six Hundred Thousand and 00/100 (\$3,600,000.00) Dollars and to borrow money; that the Trustee has been directed by the beneficiary to enter into a certain loan arrangement with the Sun Life Assurance Company of Canada with its principal place of business at One Sun Life Executive Park, Wellesley, Massachusetts (hereinafter the "Bank") in the amount of Two Million Seven Hundred Seventy-Five Thousand and 00/100 (\$2,775,000.00) Dollars; that the Trustee has been directed by the beneficiary to execute such documentation as the Trustee deems necessary in order to effectuate the above-described loan arrangement including, without limitation, a Promissory Note in the original principal amount of \$2,775,000.00; and that the Trustee has this day, on behalf of the Trust, executed and delivered to the Bank the Promissory Note and such other documentation as the Trustee deemed necessary in order to effectuate said loan arrangement.

Trustee of 215 Salem Street Trust
established u/d/t dated July 20, 1988
and recorded with the Middlesex South
District Registry of Deeds

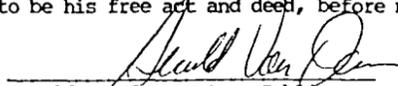

Marvin P. Kosow

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

July 20, 1988

Then personally appeared the above-named Marvin P. Kosow and acknowledged the foregoing instrument to be his free act and deed, before me,


Gerald Van Dam, Notary Public
My commission expires: March 7, 1991

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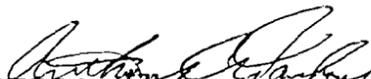
TRUSTEE'S CERTIFICATE

CIB REALTY TRUST

Reference is made to the Declaration of Trust of CIB Realty Trust dated July 21, 1980 and recorded with Middlesex South District Registry of Deeds in Book 14015, Page 497 as amended by a First Amendment and Restatement of Trust dated June 12, 1985 (the "Declaration of Trust"). The undersigned, being one of the Trustees of CIB Realty Trust (the "Trust") hereby certifies as follows:

1. Anthony A. Tambone and J. William Blackham, III are the only Trustees of said Trust;
2. Antonio J. Tambone is the sole beneficiary of said Trust;
3. As of the date hereof the Declaration of Trust has not been altered, amended, terminated or revoked except by change of Trustee; and
4. The sole beneficiary of said Trust has authorized and directed the Trustees of said Trust to execute, acknowledge and deliver to Marvin Kosow or his nominee a deed to the premises known as 215 Salem Street, Woburn, Massachusetts and to execute such further documents and to take such further action as may be reasonably necessary to complete the sale of said premises to Marvin Kosow or his nominee.

EXECUTED under seal on July 25, 1988.


 Anthony A. Tambone, as Trustee of CIB Realty Trust, not individually and not on behalf of the beneficiary of said Trust individually


 J. William Blackham, III, as Trustee of CIB Realty Trust, not individually and not on behalf of the beneficiary of said Trust individually

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COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX ss.

July 25, 1988

Then appeared before me Anthony A. Tambone, Trustee of CIB Realty Trust, and acknowledged that they executed the foregoing instrument as his free act and deed as Trustees as aforesaid, before me.


 Notary Public
 My commission expires: _____

IRENE C. BODKIN
Notary Public

COMMONWEALTH OF MASSACHUSETTS My Commission Expires July 22, 1994

BARNSTABLE ss.

July 22, 1988

Then appeared before me J. William Blackham, III, Trustee of CIB Realty Trust, and acknowledged that they executed the foregoing instrument as his free act and deed as Trustees as aforesaid, before me.


 Notary Public
 My commission expires: _____

MARY ANN CHEVOOR
Notary Public
My Commission Expires August 21 1993

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DEED

53

We, Anthony A. Tambone and J. William Blackham, III, Trustees of CIB Realty Trust under Declaration of Trust dated July 21, 1980 recorded with the Middlesex South Registry of Deeds at Book 14015, Page 497 (the "Grantor"), for consideration paid, and in full consideration of Three Million Six Hundred Thousand Dollars (\$3,600,000.00) grant to Marvin P. Kosow, Trustee of 215 Salem Street Trust under Declaration of Trust dated July 30, 1988 recorded prior hereto, with quitclaim covenants the following described parcels of land, situated in Woburn, Middlesex County, Massachusetts bounded and described as follows:

PARCEL 1 A certain parcel of land, being shown as Lots 34, 35, 36, 37, 38 and 39 on a plan of land entitled "Plan of Land in Woburn, belonging to Daniel West", dated June 21, 1853, and recorded with Middlesex South District Deeds in Record Book 573, Page 573 and together bounded and described as follows:

Northerly by Lot 40 on said plan, one hundred thirty (130) feet;

Easterly by a private way shown on said plan and known as West Street, three hundred (300) feet;

Southerly by Lot 33 on said plan, one hundred fifty-four (154) feet; and

Westerly by land now or formerly of James S. and Frank H. Murray, three hundred (300) feet.

Together containing 42,600 square feet of land, more or less.

PARCEL 2 Another certain parcel of land, with the buildings thereon, bounded and described as follows:

Beginning at the northeasterly corner of the premises on the southerly side of Salem Street at land now or formerly of A.J. Hall; thence the line runs southerly by the land last named and other land of Francis H. and James S. Murray, being parcel #1 hereinabove described, about five hundred forty-nine (549) feet to the wall at land formerly of Daniel Ayer; thence westerly, southerly and westerly again by said land formerly of said Ayer, land now or formerly of Daniel Bradley, and land now or formerly of Sherman Converse to Wood Street; thence northerly by and with said Wood Street, five hundred seven (507) feet to said Salem Street; thence easterly by and with said Salem Street to the point of beginning.

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COMMONWEALTH OF MASSACHUSETTS
RECORDS & DEEDS
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COMMONWEALTH OF MASSACHUSETTS
RECORDS & DEEDS
1985 JUL 25 10 00 00

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Said premises are conveyed subject to and with the benefit of restrictions and easements of record if any there be and only insofar as the same are now in force and applicable and to real estate taxes assessed for the current fiscal period and which said grantees by their acceptance hereof hereby assume and agree to pay.

Meaning and intending to convey and hereby conveying all of the aforesaid premises as said premises are shown on a "Plan of Land in Woburn, Mass." (Middlesex County) Scale: 1 IN = 40 FT dated August 20, 1979, Miller & Nylander Co., Registered Land Surveyors, which said plan has been recorded with said Middlesex South Registry of Deeds as Plan No. 989 of 1979 in Book 13778, Page 27 and hereby further conveying all of the fee and soil in all streets and ways, whether public or private, abutting said premises to the extent that the same may be conveyed.

For our title see deed recorded with said Registry of Deeds, Book 14092, Page 516 from John W. Maloney, Trustee of Arlex Realty Trust under declaration of trust dated August 24, 1979, recorded with the Middlesex South Registry of Deeds in Book 13778, Page 19.

WITNESS our hands and seal this 25th day of July, 1988.

COMMONWEALTH OF MASSACHUSETTS
RECORDS & DEEDS
1985 JUL 25 10 00 00

Anthony A. Tambone
Anthony A. Tambone, AS
Trustee of CIB Realty
Trust and not individually

J. William Blackham, III
J. William Blackham, III,
as Trustee of CIB Realty
Trust and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX ss.

July 25, 1988.

Then personally appeared the above named Anthony A. Tambone, as Trustee as aforesaid and acknowledged the foregoing instrument to be his free act and deed, before me.

COMMONWEALTH OF MASSACHUSETTS
RECORDS & DEEDS
1985 JUL 25 10 00 00

Irene C. Bodkin
Notary Public
My commission expires: _____

IRENE C. BODKIN
Notary Public
My Commission Expires July 22, 1994

COMMONWEALTH OF MASSACHUSETTS
RECORDS & DEEDS
1985 JUL 25 10 00 00

US EPA ARCHIVE DOCUMENT

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COMMONWEALTH OF MASSACHUSETTS

Deans table ss.

July 22, 1988.

Then personally appeared the above named J. William Blackham, III, as Trustee as aforesaid and acknowledged the foregoing instrument to be his free act and deed, before me.

Mary Ann Chevoor
Notary Public
My commission expires: _____

MARY ANN CHEVOOR
Notary Public
My Commission Expires August 21 1993

COMMONWEALTH OF MASSACHUSETTS
DEEDS & EXCISE
CANCELED
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COMMONWEALTH OF MASSACHUSETTS
DEEDS & EXCISE
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COMMONWEALTH OF MASSACHUSETTS
DEEDS & EXCISE
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S16

MORTGAGE AND SECURITY AGREEMENT

KNOW ALL MEN that Marvin P. Kosow, not individually, but as Trustee of 215 Salem Street Trust, under Declaration of Trust dated 7/20/88 and recorded with the Middlesex South Registry of Deeds on even date herewith (the "Mortgagor"), with a mailing address of 822 Boylston Street, Chestnut Hill, Massachusetts 02167 for consideration paid, hereby grants unto SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation, with a mailing address of One Sun Life Executive Park, Wellesley Hills, Massachusetts 02181 (the "Mortgagee"), with MORTGAGE COVENANTS to secure payment of TWO MILLION SEVEN HUNDRED SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$2,775,000.00) with interest and any other charges thereon, payable as provided in one certain note (the "Note") of even date, and any replacements, extensions, modifications, or renewals thereof and also to secure the performance of all covenants and agreements herein contained, the land in Woburn, Middlesex County, Massachusetts, together with any improvements now or hereafter situated thereon, as described in Exhibit "A" annexed hereto prior to the execution hereof and incorporated herein by reference as if fully set out herein.

Also all of the articles, fixtures and equipment now or hereafter situate on the above-described premises or used therewith.

This Mortgage is intended also to be a Security Agreement and Financing Statement under the Uniform Commercial Code. Accordingly, the Mortgagor covenants and agrees that, as of the execution hereof and upon the subsequent acquisition of such articles, fixtures and equipment, and other items, the Mortgagee shall:

- a) provide the Holder with a precise inventory of the same, as and when acquired;
- b) execute and deliver to the Holder, in form appropriate for recording and filing, a more comprehensive first security agreement, and financing statements, on all such articles, fixtures and equipment, and other items, if requested by the Mortgagee;
- c) provide to the Holder such other assurances as may be required by the Holder to establish the Holder's first and prior security interest in such articles, fixtures and equipment; and

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- d) execute, deliver and cause to be recorded and filed from time to time, without notice or demand, and at the Mortgagor's sole cost and expense, continuances and such other instruments as will maintain the Holder's priority of security in such articles, fixtures and equipment.

The above-described articles, fixtures and equipment (whether real or personal property) and realty, together with any and all improvements now thereon, or from time to time thereon, and any additions thereto or replacements thereof, and together with the rents, royalties, bonuses, profits, revenues, income and other benefits arising from the use or enjoyment of all or any portion of the above described property (collectively "rents, issues and profits"), as the same or any of them accrue and any award for any taking or condemnation thereof or any part thereof, are herein collectively referred to as the "Property."

The Mortgagor covenants:

- 1) to pay 30 days at least before the same become delinquent, that is, before any fines, penalties or interest thereon may be imposed (and to provide, by such time, evidence of such payment, satisfactory to the Holder) all taxes, charges, sewer use fees, water rates and assessments of every name and nature, whether or not assessed against the Mortgagor, if applicable or related to the Property, or any interest therein, or the debt, obligation or any agreement secured hereby, or the instruments evidencing the same, or the disbursement or the application of the proceeds thereof; but nothing in this Section 1 contained shall, however, extend to any income tax or corporation excise tax of the Holder; to pay seasonably (a) all costs and charges for public or private utilities or services and (b) all other sums the failure to pay which may result in (i) the acquisition of a lien prior to the lien of this Mortgage before such prior lien may attach or (ii) conferring upon a tenant of any part of the Property a right to recover such sums as prepaid rent;
- 2) that if at any time any law or court decree prohibits the performance of any obligation undertaken herein by the Mortgagor, or provides that any amount to be paid hereunder by the Mortgagor must be credited against the Mortgagor's obligations under the Note, the Holder shall have the right to require payment in full of the entire indebtedness secured hereby;
- 3) that to assure the payment of all taxes, charges, sewer use fees, water rates, ground rents, assessments of every name and nature, or any other obligation which may have or acquire equality with or

priority over this Mortgage, and which are assessed or payable with reference to the Property, the Mortgagor shall pay to the Holder, on each day when any payment under the Note is required to be made, a sum determined by the Holder to be sufficient to provide, in the aggregate, a fund adequate to pay any such amounts 30 days at least before the same become delinquent; and said funds paid to the Mortgagor shall be free of any liens or claims on the part of creditors of the Mortgagor; and wherever the Holder determines sums accumulated under the provisions of this Section 3 to be insufficient to meet the obligation for which such payments were made, the Mortgagor shall pay, on the demand of the Holder, any amount required to cover the deficiency therein; all sums so paid to the Holder may, at the option of the Holder, be applied directly against the obligation with reference to which it was made, or, to the fullest extent permissible according to law, any other obligation of the Mortgagor secured hereby; such payments may be commingled with other assets of the Holder and, in the discretion of the Holder, invested by the Holder for its own account, without any obligation to pay income from such investment, or interest on such payments, to Mortgagor, or to account to Mortgagor for such income in any manner unless any law or statute hereafter enacted or coming into being shall require payment of interest on such sums;

- 4) to keep the Property in good order, repair and condition, damage from casualty expressly not excepted, and not to permit or commit waste on the Property, nor to remove or alter anything which constitutes a part of the Property (including, without limitation, any means of access thereto and utility service) without the consent of the Holder and to permit the Holder to enter the Property, at any reasonable time, to determine whether the Mortgagor is in compliance with its obligations under this Mortgage; and all construction on the Property shall comply with, and each and every part of the Property shall be maintained and used in accordance with, any lawful requirement, covenant, agreement or provision, public or private, relating to the same or the use thereof including, but not limited to, requirements of any federal, state or local laws pertaining to the regulation of the environment and hazardous waste; and to obtain and maintain in full force and effect all permits and approvals required by any public authority;
- 5) to carry with respect to the Property and its use such insurance as the Holder may from time to time require and as may from time to time be required by any applicable Federal, State or local law or regulation; all insurance against loss or damage to the Property by fire and any of the risks covered by insurance of the type now known as "fire and extended coverage" shall contain the "Replacement Cost Endorsement" (covering 100% of the full replacement costs, from time to time, of any improvements, from time to time, on the Property); and insurance against such other hazards and contingencies as the Holder shall from time to time require; in addition to the foregoing, the Mortgagor covenants to obtain (a) war risk insurance when

obtainable at reasonable rates from the United States of America, (b) boiler and machinery insurance covering physical damage to the building, boilers, pressure vessels, pressure piping and other major components of any centralized heating, air conditioning and cooling system, and such additional equipment as the Holder reasonably may require at any time, (c) rental value insurance in form satisfactory to Holder and (d) flood insurance, if the property is in an area considered a flood risk area by the United States Department of Housing and Urban Development or any successor thereto; and all insurance (with evidence of payment of premiums thereon satisfactory to the Holder) so required to be maintained, together with any other insurance with respect to the Property maintained by the Mortgagor, shall be deposited with, and, except for public liability coverage and any other coverage the Holder may determine shall not be payable to it in case of loss, shall be first payable in case of loss to the Holder; all renewals or replacements of such insurance from time to time in force together with evidence of payment of premiums thereon satisfactory to the Holder shall be delivered to the Holder 30 days at least before the expiration date of then current insurance; all insurance required as aforesaid to be maintained with respect to the Property shall be written by such companies, on such terms, in such form and for such periods and amounts as the Holder shall from time to time approve; and no negotiations with respect to any loss covered by such insurance shall be commenced, and no settlement on account of any loss covered by such insurance shall be effected without the consent of the Holder. All insurance required as aforesaid to be maintained with respect to the Property shall, in all events, be non-cancelable and non-amendable without at least 30 days' prior written notice to the Holder; and all insurance policies shall provide that copies of any notice of an insurer's intent not to renew or reissue a policy or to cancel a policy, which may be required by law to be provided to the insured, shall be forwarded to the Holder at the same time that such notice is issued by the insurer; and the Holder is hereby irrevocably appointed attorney-in-fact for the Mortgagor exclusively to adjust and compromise any claims under such insurance and to collect and receive the proceeds thereof;

- 6) that the proceeds of any hazard insurance shall, at the option of the Holder, be applied to or toward the indebtedness secured hereby in such order as the Holder may determine (in which event the Mortgagor shall be relieved of the obligation in Section 4 of this Mortgage to the extent of the repair of that part of the Property damaged by the hazard with respect to which insurance is paid); or if the Holder shall require repair of that part of the Property so damaged by such insured hazard, the Holder shall release to the Mortgagor insurance proceeds paid to it upon such conditions as the Holder may prescribe and upon completion of such repair shall, at the Holder's option, apply any excess insurance proceeds to or toward the indebtedness secured hereby in such order as the Holder may determine or release

the same to the Mortgagor; notwithstanding anything in this Section 6 to the contrary, however, if the insurer denies liability to the Mortgagor, the Mortgagor shall not be relieved of any obligation under Section 4 of this Mortgage, whether or not the proceeds of insurance are applied to or toward the indebtedness secured hereby;

- 7) that the awards of damages on account of any condemnation for public use of or injury to the Property shall be paid to the Holder; such awards shall, at the option of the Holder, be applied to or toward the indebtedness secured hereby in such order as the Holder may determine, in which event the Mortgagor shall be relieved of the obligation in Section 4 of this Mortgage to the extent of the repair of that part of the Property which remains and which has been damaged or injured by such public action; or if the Holder shall require restoration of that part of the Property which remains, the Holder shall release to the Mortgagor such awards paid to it upon such conditions as the Holder may prescribe, but not more than such portion of such awards as may be required to repair such damage or injury; and any balance remaining shall be applied by the Holder to or toward the indebtedness secured hereby in such order as the Holder may determine;
- 8) not to lease the Property or any part thereof, without the prior written consent of the Holder; otherwise faithfully to keep, observe and satisfy all the obligations on the part of the lessor to be kept, performed and satisfied under every lease from time to time in force with reference to the Property, and not to alter, modify, surrender or terminate any such lease; nor will the Mortgagor permit an assignment or sublease if thereby the original tenant be discharged from liability thereon without the express written consent of the Holder; in no event to accept any rental in advance except for the then current month, payable in advance, and one additional month; and to deposit any advance rental with the Holder in an account which shall be governed by the terms of Section 3 of this Mortgage; and, at any time on notice from the Holder, to submit to the Holder for examination all such leases and on the demand of the Holder, to assign and deliver to the Holder assignments of any or all such leases, and the rents, security deposits, and the income, issues and profits thereof, such assignments to be in form satisfactory to the Holder, but in all events to provide that the Mortgagor shall retain the rents, income, issues and profits thereof until a default occurs in any covenant or condition in this Mortgage; in aid of execution of rights granted the Holder hereunder, the Mortgagor hereby grants the power and authority to and does hereby constitute and appoint the Holder, with full power of substitution, the attorney irrevocable of the Mortgagor to make and deliver such assignment(s) of lease(s), and agrees that after such assignment and a default hereunder not cured by the Mortgagor within the applicable grace period, if any, the

Holder may modify and otherwise deal with all such leases or subleases with the same power and discretion which the Holder would have as the owner free from any trust; and in the event of default hereunder and while such default continues, the Holder shall also have the power to make, execute and deliver new leases of all and any portion of the Property in the name of the Mortgagor, or in the name of any person or persons claiming under the Mortgagor on such terms and conditions as the Holder may deem proper; and in all events, no party dealing with the Holder shall be bound to inquire into whether or not there is default hereunder, or its continuance, but shall be entitled to rely upon, and the Mortgagor (as to such tenant) shall be bound by, the Holder's representation of the fact with respect thereto. The leases shall provide in form satisfactory to Holder that the lease shall remain in full force and effect notwithstanding the termination of any ground lease and the Holder shall have the right, by the execution of suitable written instruments from time to time, to subordinate this Mortgage, and the rights of the Holder hereunder, to any lease or leases from time to time in force with reference to the Property, and, on the execution of any such instrument, this Mortgage shall be subordinate to the lease for which such subordination is applicable (but not with respect to priority of entitlement to any award in condemnation or proceeds of insurance, nor to any right of offset against payment of rent) with the same force and effect as if such lease had been executed and delivered, and a notice thereof recorded to the extent required to give notice to third persons, prior to the execution, delivery and recording of this Mortgage; upon written request of Holder, Mortgagor shall cause to be furnished to Holder, lease ratification agreements in form and substance satisfactory to the Holder executed by both the lessor and tenant stating, without limitation, that the lease is in full force and effect, without modification, that the tenant is in possession paying full rent, that no rental payments have been made in advance, that lessor is not in default and setting forth the commencement and occupancy dates of the lease;

- 9) that in the event of the passage of any federal, state, municipal, or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of debts secured by mortgages or the manner of collecting taxes so as to affect adversely the Holder, the Mortgagor will promptly pay any such tax to the extent that such tax applies to this Mortgage or to the indebtedness secured hereby; if the Mortgagor fails to make such prompt payment or if any such federal, state municipal, or other governmental law, order, rule or regulation prohibits the Mortgagor from making such payment or would penalize the Holder if the Mortgagor makes such payment, then the entire balance of the principal sum secured by this Mortgage and all

accrued interest thereon but excluding any penalty for prepayment as provided in the Note shall, without notice, immediately become due and payable at the option of the Mortgagee;

- 10) that if the payment of any amounts due under this Mortgage or under the Note is not made within five (5) days after the due date thereof, the Mortgagor shall pay, in addition to any other sums due under this Mortgage (and without limiting the Holder's remedies on account thereof) a late charge, of four cents (\$.04) on each one dollar of each and every such payment so due; and, in addition, the rate of interest payable on amounts due under the Note shall be increased, as provided therein;
- 11) to pay when due all fees and charges (including attorneys' fees) incurred incident to the loan transaction evidenced by the Note and secured by this Mortgage, incident to the assurance of the validity and priority of the security represented by this Mortgage, and incident to the enforcement of the Note and this Mortgage and any other obligation secured by this Mortgage;
- 12) that the Mortgagor will keep and maintain or will cause to be kept and maintained proper and accurate books, records and accounts reflecting all items of income and expense in connection with the operation of the Property or in connection with any services, equipment or furnishings provided in connection with the operation of the Property, whether such income or expenses be realized by the Mortgagor or by any other person or entity whatsoever, including use and occupancy rentals derived from any lease, sublease, assignment, license or concession of any portion of the Property whether or not received or receivable by Mortgagor. The Holder or its designee shall have the right from time to time at all times during normal business hours to examine such books, records and accounts and to make copies or extracts thereof as the Holder may desire; the Mortgagor will deliver to the Holder a balance sheet and a statement of income and expense in detail satisfactory to the Holder in connection with the Property, within ninety (90) days after the expiration of each calendar year, accompanied by an unqualified opinion of a Certified Public Accountant satisfactory to the Holder or with qualifications acceptable to Holder, in form acceptable to the Holder, stating that same have been prepared in accordance with generally accepted accounting principles, consistently applied;
- 13) that, from time to time, on the request of the Holder, the Mortgagor shall furnish a written statement, signed and, if requested, acknowledged, setting forth the amount of the indebtedness which the Mortgagor acknowledges to be due on the Note and under this Mortgage.

specifying any claims of offset or defense which the Mortgagor asserts against the indebtedness secured hereby or any obligations to be paid or performed hereunder, and the then state of facts relative to the condition of the Property; at any time, and from time to time, upon request by the Holder, the Mortgagor will make, execute and deliver or cause to be made, executed and delivered to the Holder any and all other further instruments, certificates and other documents as may, in the opinion of the Holder, be reasonably necessary or desirable in order to complete, or perfect, or to continue and preserve the obligation of the Mortgagor under the Note according to its tenor and the lien of this Mortgage provided the same does not affect the provisions of Section 24 hereof. Upon failure by the Mortgagor to do so, the Holder may make, execute and record any and all such instruments, certificates and documents for and in the name of the Mortgagor and the Mortgagor hereby irrevocably appoints the Holder, with full power of substitution, the agent and attorney-in-fact of the Mortgagor so to do;

- 14) that whether or not for additional interest or other consideration paid or payable to the Holder, no forbearance on the part of the Holder or extension of the time for the payment of the whole or any part of the obligations secured hereby, whether oral or in writing, or any other indulgence given by the Holder to the Mortgagor or to any other party claiming any interest in or to the Property, shall operate to release or in any manner affect the original liability of the Mortgagor, or the priority of this Mortgage or to limit, prejudice or impair any right of the Holder, including, without limitation, the right to realize upon the security, or any part thereof, for the obligations secured hereby or any of them, notice of any such extension, forbearance or indulgence being hereby waived by the Mortgagor and all those claiming by, through or under the Mortgagor; and no consent or waiver, express or implied, by the Holder to or of any default by the Mortgagor shall be construed as a consent or waiver, to or of any further default in the same or any other term, condition, covenant or provision of this Mortgage or of the obligations secured hereby; in case redemption is had by the Mortgagor after foreclosure proceedings have begun, the Holder shall be entitled to collect all costs, charges and expenses incurred up to the time of redemption; in case of foreclosure sale, the Holder shall be entitled to retain 1% of the purchase money in addition to the costs, charges and expenses allowed under the Statutory Power of Sale; further, to the extent permitted by law, the price payable by the Mortgagor or by any other party so entitled, in the exercise of the right of redemption, if any, from the Mortgage shall include all taxes and insurance premiums paid and other sums advanced by the Holder in behalf of the Mortgagor hereunder and all other sums payable by the Mortgagor to the Holder hereunder or under the Note together with interest as elsewhere in this Mortgage or in the Note provided with respect to the particular item of indebtedness; and in

case any one or more of the provisions of this Mortgage may be found to be invalid, or unenforceable for any reason or in any respect, such invalidity or unenforceability shall not limit or impair enforcement of any other provision hereof;

- 15) that wherever notice, demand or a request may properly be given to the Mortgagor under this Mortgage, the same shall always be sufficient to serve as a notice, demand or request hereunder if in writing and posted in the United States mail, addressed to the Mortgagor at the address given in this Mortgage as the Mortgagor's mailing address or the business address of the Mortgagor last known to the Holder hereof; and any such notice, demand or request shall be treated as having been given upon such deposit in the United States mails; and a notice so addressed shall always be a sufficient notice, notwithstanding a change in the ownership of the equity of redemption of the Property, whether or not consented to by the Holder; and where more than one person constitutes the Mortgagor, one notice sent to the address given in this Mortgage as the Mortgagor's address or the last known business address of any one of them shall constitute sufficient notice to all;

- 16) that without limiting the scope and effect of other provisions of this Mortgage, to the extent that any of the Property is of a nature that a security interest therein may be perfected under the Uniform Commercial Code, as enacted in the Commonwealth of Massachusetts, this instrument shall as aforesaid, as of the date of execution hereof, constitute a security agreement granting to the Holder a security interest in the Property.

Without limiting the generality of the foregoing, the security interest held by the Secured Party shall cover cash and noncash proceeds of that portion of the Property which is subject to a security interest. Further, with respect to that portion of the Property which is subject to a security interest, the Mortgagor agrees with the Holder as follows:

- a) Such portion shall continue to be free from all pledges, liens, encumbrances and security interests or other claims in favor of others, and that the Mortgagor will warrant, and, at the Holder's request, defend the same from all claims and demands of all persons; and
- b) Such portion is to be located on the real estate which is included as part of the Property and will not be removed therefrom without the prior written consent of the Holder unless, upon such removal, similar items of equal value are substituted or replaced.

The Mortgagor shall not acquire any portion of the Property except by purchase and payment in full, free and clear of any security interest therein in any party other than Mortgagee;

17) upon request of the Holder, the Mortgagor shall deliver to the Holder such additional information relative to the financial condition of the Mortgagor, including, but without limitation, financial matters relating to the Property, as the Holder may reasonably require;

18) that the following are conditions of this Mortgage:

- a) the foregoing covenants shall not be breached;
- b) except for real estate taxes and assessments until 30 days before any delinquency therein (delinquency, with reference to such taxes and assessments being hereby defined, for the purposes of this Mortgage, as meaning the time when, on the non-payment thereof, interest or penalties commence to accrue), the Mortgagor shall not create any encumbrance on the Property even if such encumbrance is inferior to this Mortgage;
- c) the Mortgagor shall not permit any encumbrance to exist against the Property, even if such encumbrance is inferior to this Mortgage; without limitation, the filing of a notice of federal or state tax lien with the Holder or at the office at which, by law, such notice is to be filed to be effective against the Property, whether or not such lien applies, in terms, to the Property, shall be a breach of this condition; and any period of grace in this Mortgage provided to the Mortgagor for a default in this Mortgage shall not be applicable to the filing of such a notice of governmental lien or to any encumbrance created by the Mortgagor;
- d) the Mortgagor shall not make or permit any transfer, sale or other disposition of any part or all of the Mortgagor's interest in the Property without the prior written approval of the Holder hereof.

Without limitation, Mortgagor shall not permit the trust estate of Mortgagor to be terminated without such approval;
- e) the Mortgagor shall not permit any transfer, sale or other disposition by the beneficiaries under the Declaration of Trust of any part or all of their interests thereunder, nor permit the same to become encumbered, the present beneficiaries thereof being those persons identified in a Certificate of Mortgagor of even date and delivery herewith from Mortgagor to Mortgagee;

- f) the Mortgagor shall generally pay the Mortgagor's debts as they become due and shall not admit in writing the Mortgagor's inability to pay the Mortgagor's debts and shall not make a general assignment for the benefit of creditors;
- g) Mortgagor shall not have commenced any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Mortgagor or Mortgagor's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for the Mortgagor or for all or any substantial part of Mortgagor's property; and
- h) no case, proceeding or other action against Mortgagor shall have been commenced seeking to have an order for relief entered against the Mortgagor as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Mortgagor or the Mortgagor's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for the Mortgagor or for all or any substantial part of the Mortgagor's property, which such case, proceeding or other action (i) results in the entry of an order for relief against the Mortgagor which is not fully stayed within seven (7) business days after the entry thereof, or (ii) remains undismissed for a period of forty-five (45) days.
- i) the Mortgagor shall comply with all the terms of a Collateral Assignment of Leases from Mortgagor to Mortgagee of even date and record herewith;

19) that the following are Events of Default:

- a) if any payment required under the Note or under this Mortgage shall not be made when due;
- b) if there shall be any breach of the conditions of Section 18 d), e), f), g), h) or i) or the covenant in Section 5 of this Mortgage; the conditions contained in Sections 18 (f), (g) and (h) shall pertain to Mortgagor as set forth therein, and to each beneficiary of Mortgagor. Accordingly, any act or omission which, if committed by the Mortgagor, would constitute a breach of any such condition, will be a breach of such condition if committed by any such beneficiary or general partner, as the case may be;

- c) if there shall be any breach of the other conditions or covenants of this Mortgage which shall exist for more than 15 days following notice thereof from the Holder to the Mortgagor (except where a period of grace is specifically otherwise provided or negated, in which case, such specific periods of time or negation shall govern);

The notice requirement aforesaid shall not be applicable to a voluntary breach by the Mortgagor of any covenant or condition of this Mortgage, such as, but without limitation, the voluntary placing of an encumbrance on the Property in breach of a condition set forth in subparagraph c) of Section 18 above, so that the grace period shall commence to run upon the occurrence of any such breach.

Upon an Event of Default, the Holder shall have the right to declare the entire indebtedness of the Mortgagor under the Note forthwith due and payable together with all other amounts owing to the Holder hereunder or under any other instrument securing the Note.

For the purposes of this Mortgage, the term "default", as used in the STATUTORY POWER OF SALE, shall mean an Event of Default, as defined herein;

- 20) that if there shall be any breach in any condition or covenant of this Mortgage, the Holder shall have the right, but without any obligation so to do, to cure such breach for the account of the Mortgagor and, to the fullest extent permissible according to law, apply any funds credited by or due from the Holder to the Mortgagor against the same (without any obligation first to enforce any other rights of the Holder, including, without limitation, any rights under the Note or this Mortgage, or any guarantee thereof, and without prejudice to any such rights); without limiting the generality of the foregoing, the Mortgagor hereby authorizes the Holder to pay all taxes, sewer use fees, water rates and assessments, with interest, costs and charges accrued thereon, which may at any time be a lien upon the Property, or any part thereof; to pay the premiums for any insurance required hereunder; to incur and pay reasonable expenses in protecting its rights hereunder and the security hereby granted (including attorneys' and other professional fees); to pay any balance due under any Security Agreement on any articles, fixtures and equipment included as a part of the Property; and the payment of all amounts so incurred, together with interest thereon at the rate specified in the Note on account of the indebtedness hereby secured, shall be secured hereby as fully and effectually as any other obligation of the Mortgagor secured hereby; and, to the fullest extent permissible according to law, to apply to any of these purposes or to the repayment of any amounts so paid by the Holder together with interest thereon any sums paid on the Note or this

Mortgage by the Mortgagor as interest or otherwise. Nothing contained in the foregoing is expressly or by implication intended to grant to the Mortgagor a right to execute any Security Agreement in violation of any of the provisions hereof. For all of the foregoing purposes the Holder shall be the sole judge of the legality, validity and priority of any such tax assessment, charge, claim or premium, of the necessity for any such actions and the amount necessary to be paid in satisfaction thereof; the Holder is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof for the purpose performing or observing any such defaulted covenant, condition or term without thereby becoming liable to the Mortgagor or any person in possession under the Mortgage;

- 21) that, at any foreclosure sale, any combination, or all, of the property or security given to secure the indebtedness secured hereby, may be offered for sale for one total price, and the proceeds of such sale accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, the Mortgagor hereby waiving the application of any doctrine of marshalling; and, in case the Holder, in the exercise of the power of sale herein given, elects to sell in parts or parcels, said sales may be held from time to time, and the power shall not be fully executed until all of the property or security not previously sold shall have been sold;
- 22) that, if the provisions of the Uniform Commercial Code as adopted in Massachusetts are applicable to any property or security given to secure the indebtedness secured hereby which is sold in combination with or as a part of the Property, or any part thereof, at one or more foreclosure sales, any notice required under such provisions shall be fully satisfied by the notice given in execution of the Statutory Power of Sale (referred to below) with respect to the Property or any part thereof;
- 23) that rights and remedies available to the Holder in any event of unremedied default hereunder, or under the Note, or under any other security delivered for the Note or any other obligation by the Mortgagor owing to the Holder, shall be deemed cumulative and none exclusive of any other, and in each and every event of such default continuing and not remedied within the time permitted therefor, if any, the Holder may elect from time to time and at any time to realize upon one or more of such rights and remedies without prejudice to any other right or remedy available to it at law or in equity;
- 24) that it is expressly understood that the Holder waives any right to a

deficiency judgment against the Mortgagor and that the extent of liability on the part of the Mortgagor is limited to the real estate, other security granted to the Holder under this Mortgage and any instrument further securing the Note, and any proceeds of insurance on the real estate and proceeds on account of condemnation thereof, the Holder agreeing to look solely to such real estate, security and proceeds in satisfaction of the indebtedness evidenced by the Note in the event of default therein or in the Mortgage or any instrument further securing the Note, and to the rents, issues and profits of such real estate accruing from and after the acceleration of the indebtedness so evidenced; except that the Mortgagor shall be subject to personal liability (i) to the extent that proceeds of insurance on the real estate, proceeds on account of condemnation thereof, or rents, issues and profits of such real estate are received by such party after any such default; and (ii) with respect to the liability undertaken by Mortgagor pursuant to the following paragraph; the foregoing provision, however, shall not in any way derogate from the liability which any person or entity may assume by a separate instrument in the nature of an indemnity or guarantee of any obligation undertaken in connection with this Mortgage; and

- 25) that Mortgagor agrees to and hereby does indemnify and hold harmless the Holder from and against any and all loss, cost or expense incurred by the Holder and arising out of or in any way connected with the application of any federal, state or local laws pertaining to the regulation of hazardous waste, including, but not limited to, Massachusetts General Laws, Chapter 21E (the Massachusetts Hazardous Materials Release Prevention and Response Act of 1983), to the Property or any part thereof. In furtherance of the foregoing, Mortgagor agrees to take all steps necessary in order to prevent any lien pursuant to any of said laws from attaching to the Property or any part thereof.

The word "Mortgagor", as used herein, shall mean the person or persons named at the beginning of this instrument as the Mortgagor, and any subsequent owner or owners of the equity of redemption of the Property each of which shall be bound to keep, observe and seasonably satisfy all and every of the Mortgagor's covenants hereinabove set forth; but nothing in this sentence or any reference in this instrument to successors in title to the Mortgagor shall be construed as derogating from the restrictions on transfer of the Mortgagor's interest in the Property, or upon termination of the trust estate of the Mortgagor, for which provision is made in Section 18 hereof.

The word "Holder", as used herein, shall mean the Mortgagee named at the beginning of this instrument, and any subsequent Holder or Holders of this Mortgage.

All the covenants and agreements of the Mortgagor herein contained shall be binding upon the Mortgagor and the successors, assigns and legal representatives of the Mortgagor.

This Mortgage is upon the STATUTORY CONDITION and upon the further condition that all covenants and agreements on the part of the Mortgagor herein undertaken shall be kept and fully and seasonably performed and that no breach of any other of the conditions specified herein shall be permitted, for any breach of which conditions, the Holder shall have the STATUTORY POWER OF SALE.

Executed as a sealed instrument this 25 day of July, 1988

215 SALEM STREET TRUST

By Marvin P. Kosow, Jr.
Marvin P. Kosow, as Trustee and
not individually

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Suffolk)

July 25, 1988

Then personally appeared the above-named Marvin P. Kosow and acknowledged the foregoing instrument to be his free act and deed, as Trustee, as aforesaid, before me.

Gerald Van Dam
Notary Public
Gerald Van Dam
My Commission Expires: 3/15/91

B 1 9 2 1 7 P 3 2 6

EXHIBIT A

That certain parcel of land together with the buildings and improvements thereon, situated on Hancock Street, Salem Street, Wood Street and in part on Converse Street, Woburn, Middlesex County, Massachusetts and being shown on a plan entitled: "Plan of Land in Woburn, Mass. (Middlesex County)", Scale: 1 in. = 40 ft., dated August 20, 1979, Miller & Nylander Co., Registered Land Surveyors, recorded with Middlesex South District Registry of Deeds as Plan No. 989 of 1979 in Record Book 13778, Page 27; said parcel being more particularly described according to said Plan as follows:

Beginning at the northwesterly corner of the premises herein described at the intersection of the southerly side of Salem Street and the easterly side of Wood Street; thence running

SOUTH 18° 35' 36" EAST	488.85 feet by the easterly side of Wood Street to a point; thence turning and running
NORTH 63° 50' 04" EAST	95.95 feet by land of Mary P. Connolly to a D.E.(PND); thence turning and running
NORTH 70° 35' 10" EAST	103.25 feet by land of said Mary P. Connolly and by the northerly side of Converse Street to a D.E. (SCL); thence turning and running
NORTH 75° 34' 50" EAST	195.98 feet by the northerly side of Converse Street to a point; thence turning and running
NORTH 21° 14' 30" WEST	15.57 feet by land M/F Frankel Realty Trust to a point; thence turning and running
NORTH 55° 45' 55" EAST	154.00 feet by said land M/F Frankel Realty Trust to a point on the westerly side of Hancock Street; thence turning and running
NORTH 25° 49' 37" WEST	300.00 feet by the westerly side of Hancock Street to a point; thence turning and running
SCUTE 65° 38' 09" WEST	120.00 feet by land M/F Angelina Frances & Joseph T. Francesse to a point; thence turning and running;
A-1	
NORTH 21° 14' 28" WEST	100.00 feet by said land M/F Angelina Frances & Joseph T. Francesse to a point; thence turning and running
NORTH 21° 23' 58" WEST	121.98 feet by land M/F George A. & Mildred C. Rivinius to a point on the southerly side of Salem Street; thence turning and running
SOUTH 62° 03' 21" WEST	372.50 feet by the southerly side of Salem Street to the point of beginning.

Excepting therefrom so much of said premises as was taken by City of Woburn for relocation and widening of a portion of Salem Street and Wood Street by Order of Taking dated December 15, 1981 and recorded in Book 14502, Page 36.

B 1 9 2 1 7 P 3 2 7

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COLLATERAL ASSIGNMENT OF LEASES

THIS ASSIGNMENT made this 25th day of July, 1988, by Marvin P. Kosow, not individually, but as Trustee for 215 Salem Street Trust, under Declaration of Trust dated July 20, 1988 and recorded with Middlesex South Registry of Deeds on even date herewith ("Assignor"), having a mailing address of 822 Boylston Street, Chestnut Hill, Massachusetts 02167; to and for the benefit of Sun Life Assurance Company of Canada (the "Assignee") with a mailing address of One Sun Life Executive Park, Wellesley Hills, Massachusetts 02181.

WITNESSETH:

That the Assignor for good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, transfers and assigns to the Assignee the entire lessor's interest in and to each and every lease, license and occupancy arrangement (including all renewals and extensions of each of the foregoing), all of which are called herein collectively the "Leases" and any one of which individually is called herein a "Lease", now existing or hereafter entered into during the term of this Assignment affecting all or any part of the improvements and real property covered by the Mortgage referred to later herein (such improvements and property being sometimes called herein as the "Premises").

TOGETHER with all rents, income and profits arising from the Leases and together with all rents, income and profits for the use and occupation of the Premises and every part thereof.

THIS ASSIGNMENT is given to secure:

A. The payment of the principal sum, interest and indebtedness evidenced by a certain note (which note and all amendments, extensions or renewals thereof are called herein the "Note") of even date herewith in the original principal sum of TWO MILLION SEVEN HUNDRED SEVENTY FIVE THOUSAND AND 00/100 Dollars (\$2,775,000.00) made by the Assignor to the Assignee and secured by a mortgage of even date and record herewith (the "Mortgage") on real property situated in Woburn, Middlesex County, Massachusetts and as in the Mortgage more particularly described;

B. Payment of all other sums with interest thereon becoming due and payable to the Assignee under the provisions of this Assignment, the Note or the Mortgage; and

C. The performance and discharge of each and every obligation, covenant and agreement of the Assignor contained herein, in the Note or in the Mortgage.

THE ASSIGNOR WARRANTS that the Assignor is the sole owner of the entire lessor's interest in the Leases; that the Leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever save as herein set forth; that the lessees named therein are not in default under any of the terms, covenants or conditions thereof; that no rent reserved in any Lease has been assigned (except by this Assignment) or anticipated and that no rent under any Lease for any period subsequent to the date of this Assignment has been collected in advance of the time when the same became due under the terms of such Lease.

THE ASSIGNOR COVENANTS with the Assignee not hereafter to lease the Premises or any part without the prior written consent of the Assignee, to observe and perform each of the obligations imposed upon the lessor

under each of the Leases and not to do or permit to be done anything to impair the security thereof; not to collect any of the rent, income and profits arising or accruing under any Lease or from the Premises in advance of the time when the same shall become due; not to execute any other assignment of (i) the lessor's interest in any Lease or (ii) any rents arising or accruing from any Lease or from the Premises; not to subordinate any Lease to any mortgage or other encumbrance at any time on the Premises or permit, consent or agree to such subordination without Assignee's prior written consent; not to alter, modify or change the terms of any Lease to shorten or extend the term, decrease the rent or diminish the premises demised thereby or adversely affect the rights of the lessor thereunder or give any consent or approval or exercise any option required or permitted by such terms without the prior written consent of the Assignee, or cancel or terminate any Lease or accept a surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the premises demised thereby or of any interest therein so as to effect directly or indirectly, proximately or remotely a merger of the estates and rights of, or a termination or diminution of the obligations of any lessee under any Lease; not to alter modify or change the terms of any guaranty of any Lease or cancel or terminate such guaranty without the prior written consent of the Assignee; not to waive or release any rights of the lessor under any Lease; not to accept abandonment or vacation of any premises demised by any Lease; not to consent to any assignment or subletting under any Lease, whether or not in accordance with its terms, without the prior written consent of the Assignee. The Assignor further covenants and agrees that each of the foregoing acts referred to in this paragraph, if done or suffered without the prior written consent of Assignee, shall be null and void.

Assignor further covenants with the Assignee: to use all reasonable efforts to enforce all of the obligations of each lessee under each of the Leases; to exercise, in a manner satisfactory to the Assignee, any rights and remedies available to the Assignor as lessor under each Lease

upon default by the lessee thereunder; to exercise any option available to the Assignor as lessor under any Lease at the request of the Assignee; and to execute such further and additional assignments and other instruments as the Assignee shall from time to time require, including, without limitation, further confirmations of the validity and effectiveness of this Assignment of Leases with respect to all existing Leases and all Leases hereafter entered into.

In the event Assignor shall default in performance of any obligation imposed upon lessor under any Lease, Assignee shall have the right, but not the obligation to cure the same, and all expenses incurred by Assignee in connection therewith shall become a debt owed by Assignor to Assignee and shall be secured hereby and by the Mortgage.

THIS ASSIGNMENT is made on the following terms, covenants and conditions:

1. So long as there shall exist no default by the Assignor in the payment of the principal sum, interest and indebtedness secured hereby and by the Note and the Mortgage, or in the performance of any obligation, covenant or agreement contained herein or in the Note or in the Mortgage or in any Lease and to be performed by the Assignor, the Assignor shall have the right to collect at the time of, but not prior to, the date provided for payment thereof, all rents, income and profits arising under the Leases, from the premises described therein and from the Premises and to retain, use and enjoy the same.

2. Upon or at any time after default in the payment of the principal sum, interest and indebtedness secured hereby and by the Note and Mortgage or in the performance of any obligation, covenant or agreement herein or in the Note, Mortgage or any Lease contained on the part of the Assignor to be performed, the Assignee without in any way waiving such default, may at its option and without notice and without

regard to the adequacy of the security for the payment of the indebtedness secured hereby and by the Note and Mortgage, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Premises and have, hold, manage, lease and operate the same on such terms and for such period of time as the Assignee may deem proper and either with or without taking possession of the Premises in its own name, demand, sue for or otherwise collect and receive all rents, income and profits of the Leases and the Premises, including those past due and unpaid, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Assignee and to apply such rents, income and profits to the payment of: (a) all expenses of managing the Premises, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees as the Assignee may consider necessary or desirable and all expenses of operating and maintaining the Premises, including, without being limited thereto, all taxes, charges, claims, assessments, water rents, sewer rents and any other liens, and premiums for all insurance which the Assignee may consider necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Premises; and (b) the principal sum, interest and indebtedness secured hereby and by the Note and Mortgage, together with all costs and attorneys' fees, in such order of priority as to any of the items mentioned in this paragraph numbered "2" as the Assignee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding. The exercise by the Assignee of the option granted it in this paragraph numbered "2" and the collection of the rents, income and profits and the application thereof as herein provided shall not be considered nor constitute a waiver of any default or Event of Default by the Assignor under the Note or under the Mortgage or under any Lease or this Assignment.

3. The Assignee shall not be liable for any loss sustained by the Assignor resulting from the Assignee's failure to let the Premises or any part after default hereunder or from any other act or omission of the

Assignee in managing the Premises after default hereunder, unless such loss is caused by the negligence of the Assignee. Nor shall the Assignee be obligated to perform or discharge nor does the Assignee hereby undertake now or hereafter to perform or discharge any obligation, duty or liability of the lessor under any Lease or under or by reason of this Assignment, and the Assignor shall, and does hereby agree, to indemnify the Assignee for, and to hold the Assignee harmless from and to defend against any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should the Assignee incur any such liability under the Leases or any of them or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees shall be secured hereby and the Assignor shall reimburse the Assignee therefor immediately upon demand and upon the failure of the Assignor so to do the Assignee may, at its option, declare all sums secured hereby and by the Note and Mortgage immediately due and payable. And it is further understood and agreed that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises or any part upon the Assignee, nor for the carrying out of any of the terms and conditions of any Lease; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises by the lessee under any Lease or any other parties, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury to any tenant, licensee, employee or stranger.

4. Upon payment in full of the principal sum, interest and indebtedness secured hereby and by the Note and Mortgage, this Assignment shall become and be void and of no effect, but the affidavit, certificate letter or statement of any officer, agent or attorney of the Assignee

stating that any part of such principal, interest or indebtedness remains unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and all persons may, and are hereby authorized to, rely thereon. The Assignor hereby authorizes and directs each lessee named in each Lease and each other or future lessee or occupant of the Premises or any part, upon receipt from the Assignee of written notice to the effect that the Assignee is then the holder of the Note and Mortgage and that a default or Event of Default exists thereunder or under the Assignment, to pay over to the Assignee all rents, income and profits arising or accruing under such Lease or from the premises described therein or from the Premises and to continue so to do until otherwise notified by the Assignee.

5. The Assignee may take or release other security for the payment of the indebtedness secured hereby and/or by the Mortgage, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such principal sum, interest or indebtedness without prejudice to or impairment of any of its rights under this Assignment.

6. Nothing contained in this Assignment and no act done or omitted by the Assignee pursuant to the powers and rights granted it hereunder shall constitute a waiver by the Assignee of any of its rights and remedies under the Note and/or the Mortgage, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Assignee under the terms of the Note and Mortgage. The right of the Assignee to collect said principal sum, interest and indebtedness and to enforce any other security and/or remedy therefor held by it may be exercised by the Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

7. Notwithstanding any provision hereof to the contrary, the Assignor agrees that Assignee, and not the Assignor, shall be and be deemed to be the creditor of each and every lessee under each Lease in

respect of any sums of money which may be payable by such lessee under a Lease on account of a default by such lessee under such Lease, including, without limitation, any damages or further rentals payable by such lessee on account of or after such default, and in respect of all assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting any lessee under such Lease (without obligation on the part of Assignee, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights thereon), with an option to the Assignee to apply any money received or receivable by the Assignee as such creditor, if an Event of Default under the Note, Mortgage, or other security instrument now or hereafter related to or securing payment of the Note shall then exist, in reduction of the principal sum or interest or any other indebtedness secured hereby or by the Note, Mortgage or such other security instrument now or hereafter securing payment of the Note, the order of application of such money to such indebtedness being in the sole and uncontrolled discretion of the Assignee. In the event that the Assignee elects to apply monies received as aforesaid in reduction of the principal sum evidenced by said Note, provided that the Assignor is not in default hereunder or under the Note or any document or instrument now or hereafter securing the same, the amount of each monthly payment after such application pursuant to said Note will be modified to reflect a new amortization schedule which would fully amortize the principal amount then outstanding under said Note (after such application) within the time remaining in the thirty (30) year amortization period used to compute payments of principal and interest under the Note with interest thereon, as set forth in said Note.

8. In case of any conflict between the terms of this instrument and the terms of the Mortgage, the terms of the Mortgage shall prevail.

THIS ASSIGNMENT, together with the covenants and warranties therein contained, shall inure to the benefit of the Assignee and each subsequent

holder of the Note and Mortgage and shall be binding upon the Assignor, its heirs, executors, administrators, successors and assigns and each subsequent owner of the Premises.

IN WITNESS WHEREOF, the Assignor has duly executed this instrument, under seal, as of the day and year first above written.

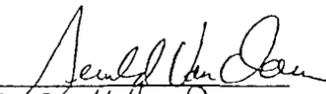
215 Salem Street Trust


Marvin P. Kosow, as Trustee and not individually

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF Suffolk)

July 25 1988

Then personally appeared the above-named Marvin P. Kosow and acknowledged that he executed the foregoing instrument as his free act and deed, as trustee, before me,


Notary Public Gerald Van Dam
Commonwealth of Massachusetts
My Commission Expires: 7/1/91

B 1 9 2 1 7 P 3 3 6

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) Marvin P. Kosow, as Trustee of 215 Salem Street Trust 822 Boylston Street Chestnut Hill, MA 02167	2. Secured Party(ies) and address(es) Sun Life Assurance Company of Canada One Sun Life Executive Park Mellesley Hills, MA 02181	3. For Filing Officer (Date, Time, Number, and Filing Office)

S2

7. This financing statement covers the following types for items of property:

All articles, fixtures and equipment and proceeds thereof now or hereafter owned by Debtor and situated on real property described in Exhibit A attached hereto or used therewith, said real property stands in the name of Debtor as record owner thereof.

Filed with: Middlesex South Registry of Deeds

Products of Collateral are also covered.

MSD 07/35/88 08:23:13

10.00
770

215 SALEM STREET TRUST

Marvin P. Kosow, Jr.

Marvin P. Kosow, Trustee

Signature(s) of Debtor (Or Assignor)

Signature(s) of Secured Party (Or Assignee)

Filing Officer Copy - Alphabetical
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1 Rev. Jan. 1980 Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101

B 1 9 2 1 7 P 3 3 7

EXHIBIT A

That certain parcel of land together with the buildings and improvements thereon, situated on Hancock Street, Salem Street, Wood Street and in part on Converse Street, Woburn, Middlesex County, Massachusetts and being shown on a plan entitled: "Plan of Land in Woburn, Mass. (Middlesex County)", Scale: 1 in. = 40 ft., dated August 20, 1979, Miller & Nylander Co., Registered Land Surveyors, recorded with Middlesex South District Registry of Deeds as Plan No. 989 of 1979 in Record Book 13778, Page 27; said parcel being more particularly described according to said Plan as follows:

Beginning at the northwesterly corner of the premises herein described at the intersection of the southerly side of Salem Street and the easterly side of Wood Street; thence running

- SOUTH 18° 35' 36" EAST 488.45 feet by the easterly side of Wood Street to a point; thence turning and running
 - NORTH 63° 50' 04" EAST 95.53 feet by land of Mary P. Connolly to a D.R. (FND); thence turning and running
 - NORTH 70° 35' 10" EAST 103.25 feet by land of said Mary P. Connolly and by the northerly side of Converse Street to a D.R. (SEI); thence turning and running
 - NORTH 75° 33' 50" EAST 195.98 feet by the northerly side of Converse Street to a point; thence turning and running
 - NORTH 21° 14' 30" WEST 15.57 feet by land N/F Frankel Realty Trust to a point; thence turning and running
 - NORTH 65° 45' 58" EAST 154.00 feet by said land N/F Frankel Realty Trust to a point on the westerly side of Hancock Street; thence turning and running
 - NORTH 25° 49' 37" WEST 300.00 feet by the westerly side of Hancock Street to a point; thence turning and running
 - SOUTH 65° 33' 09" WEST 130.00 feet by land N/F Angelina Frances & Joseph T. Francesse to a point; thence turning and running;
- A-1
- NORTH 21° 14' 28" WEST 100.00 feet by said land N/F Angelina Frances & Joseph T. Francesse to a point; thence turning and running
 - NORTH 21° 23' 58" WEST 131.98 feet by land N/F George A. & Mildred C. Rivinius to a point on the southerly side of Salem Street; thence turning and running
 - SOUTH 62° 03' 21" WEST 372.50 feet by the southerly side of Salem Street to the point of beginning.

Excepting therefrom so much of said premises as was taken by City of Woburn for relocation and widening of a portion of Salem Street and Wood Street by Order of Taking dated December 15, 1981 and recorded in Book 14502, Page 36.

US EPA ARCHIVE DOCUMENT

BK14015 PG496

sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender shall be liable to account only for those rents actually received.

21. Future Advances. For the purposes permitted by applicable law and upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US\$.....

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without cost to Borrower. Borrower shall pay all costs of recordation, if any.

IN WITNESS WHEREOF, Borrower has executed this Mortgage under seal.

Kyle Emerson Black, Jr.
Kyle Emerson Black, Jr. —Borrower

Heath Aldridge
Heath Aldridge —Borrower

COMMONWEALTH OF MASSACHUSETTS,Suffolk.....County ss:

On this 24th day of July, 1980, before me personally appeared..... Kyle Emerson Black, Jr., and Heath Aldridge....., and acknowledged the foregoing to be their free act and deed.

My Commission expires:

Neil D. Golden
Notary Public

NEIL D. GOLDEN, Notary Public
My Commission Expires September 22, 1983

ADELSON & GOLDEN
One Boston Place
Boston, Mass. 02108

JUL 24-80 PM 12:26 139:14:25

BK14015 PG497

79.75

DECLARATION OF TRUST
ESTABLISHING
CIB REALTY TRUST

FRANK T. SORACCO and STANLEY C. BERGER, hereby declare for themselves and for their successors in trust that they hold Ten Dollars (\$10) in trust under this instrument and that they will hold in trust hereunder all additional property (including any right, title or interest in or to any kind of property) which they may hereafter acquire hereunder, from time to time, for the benefit of the Beneficiaries, upon the terms hereinafter set forth. The word "Trustees" refers to the persons named above and to the person or persons hereafter serving, as Trustee or Trustees, as appears from the records of the Registry of Deeds, and the word "Trustee" refers to any one of them.

1. The Trust hereby established may be referred to as CIB REALTY TRUST. The term "Beneficiaries" wherever used herein shall mean the person or persons identified as such in a certain Schedule of Beneficial Interests this day executed and filed with the Trustees, or in any revised Schedule of Beneficial Interests so executed and filed from time to time. The Trustees shall not be affected by any assignment or transfer of any beneficial interest until receipt by the Trustees of notice that such assignment or transfer has in fact been made and a revised Schedule of Beneficial Interests shall have been duly executed and filed with the Trustees. Any Trustee may without impropriety become a beneficiary hereunder

16219 p 098
16219 p 101
16219 p 102
14092
519

and exercise all rights of a Beneficiary with the same effect as though he were not a Trustee.

2. The Trustees shall pay the income of the Trust or cause it to be paid directly to the Beneficiaries, in proportion to their respective interests; the Trustees shall have no authority to accumulate, invest, expend or otherwise exercise any dominion over such income except to so pay it or cause it to be so paid.

3. The Trustees are authorized and empowered to buy property and with respect to all or any part of the trust estate to sell, exchange or otherwise dispose of property, to convey, grant, assign, mortgage or create security interests, and as lessor or as lessee to execute and deliver leases and subleases; to borrow money and execute and deliver notes or other evidences of such borrowing, and to grant or acquire rights or easements and enter into agreements or arrangements with respect to and binding upon the trust estate (without individual liability therefor). The Trustees may sign as maker, drawer or indorser negotiable instruments containing such terms as the Trustees deem advisable. The Trustees may create estates and obligations extending over any period of time including periods extending beyond the date of any possible termination of the Trust. Notwithstanding any provision contained herein, no Trustee shall be required to take any action which will, in the opinion of such Trustee, involve him in any personal liability unless first indemnified to his satisfaction. Any person dealing with the Trustees shall be fully protected in accordance with the provisions of Paragraph 7 hereof.

4. The Trust may be terminated by a certificate of termination signed and acknowledged by a Trustee hereunder, or, if there is no Trustee, signed and acknowledged by a majority in interest of the Beneficiaries as they appear on said Schedule of Beneficial Interests, and recorded with the Registry of Deeds, provided, that the Trust shall terminate in any event no later than twenty years from the date hereof. In case of any such termination, the Trustees shall transfer and convey the specific assets constituting the trust estate, subject to any leases, mortgages, contracts or other encumbrances on the trust estate, to the Beneficiaries as tenants in common in proportion to their respective interests.

5. There shall always be at least two (2) Trustees. A Trustee may resign by written instrument signed and acknowledged by such Trustee and recorded with the Registry of Deeds. Succeeding or additional Trustees may be appointed or a Trustee removed by a certificate of appointment or removal signed and acknowledged by a Trustee, or, if there is no Trustee, signed and acknowledged by a majority in interest of the Beneficiaries as they appear on said Schedule of Beneficial Interests, identifying the Trustee or Trustees appointed or removed and, in the case of an appointment, the signed acceptance by the Trustee appointed, recorded with the Registry of Deeds. Upon the appointment of any succeeding Trustee, the title to the trust estate shall thereupon and without the necessity of any conveyance be vested in said succeeding Trustee jointly with the remaining Trustee or Trustees, if any. Each succeeding Trustee shall have all the rights, powers, authority and privileges as if named as an original Trustee hereunder. No Trustee shall be required to furnish bond or surety on any bond. This Declaration of Trust may be amended

from time to time by a certificate of amendment signed and acknowledged by a Trustee, setting forth the terms of such amendment, and recorded with the Registry of Deeds.

6. All power and authority given to the Trustees shall be exercisable by any one of them at such times and in such manner as the Trustees, in their discretion, deem suitable and proper. No Trustee shall be personally liable for any error of judgment nor for any loss arising out of any act or omission in good faith, but shall be responsible only for his own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustees.

7. No purchaser, mortgagee, lessee, encumbrancer, creditor or other person shall be under any liability to see to the application of the purchase money or of any money or property loaned or delivered to any Trustee or to see that the terms and conditions of the Trust have been complied with. Every agreement, lease, deed, mortgage, note, or other instrument or document executed or action taken by any one trustee shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof or of the taking of such action the Trust was in full force and effect, that the execution and delivery thereof or taking of such action was duly authorized, empowered and directed, and that such instrument or document or action taken is valid, binding, effective and legally enforceable. Any person dealing with the Trust Estate or the Trustees may always rely without further inquiry on a certificate signed by any Trustee as to who are the Trustees or as to the authority of the Trustees to act or as to the existence or non-existence

of any fact or facts which constitute conditions precedent to acts by the Trustees or which are in any other manner germane to the affairs of the Trust.

8. The term "Registry of Deeds" as used herein shall mean the Middlesex South Registry of Deeds; provided that if this Declaration of Trust is recorded or filed for registration in any other public office within or without the Commonwealth of Massachusetts, any person dealing with portions or all of the trust estate as to which documents or instruments are recorded or filed for registration in such other public office in order to constitute notice to persons not parties thereto may rely on the state of the record with respect to this Trust in such other public office, and with respect to such portions or all of the trust estate the term "Registry of Deeds" as used herein shall mean such other public office.

WITNESS the execution hereof under seal by the undersigned this 21st day of July, 1980.

Frank T. Soracco
FRANK T. SORACCO, Trustee

Stanley C. Berger
STANLEY C. BERGER, Trustee

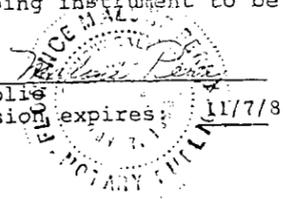
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

July 21, 1980

Then personally appeared the above-named FRANK T. SORACCO and STANLEY C. BERGER and acknowledged the foregoing instrument to be their free act and deed, before me,

Alorence William Poirer
Notary Public
My commission expires: 11/7/86



I, John W. Maloney, Trustee of Arlex Realty Trust under declaration of trust dated August 24, 1979, and recorded with Middlesex South Registry of Deeds in Book 13778, Page 019 by virtue of the powers contained in said Trust and to me every other power hereunto enabling

of: ~~County, Massachusetts~~

~~for consideration paid, and in full consideration of Three Hundred Fifty Thousand and 00/100 (\$350,000.00) Dollars~~
grants to Frank T. Soracco and Stanley C. Berger as they are Trustees of CIB Realty Trust u/d/t dated July 21, 1980 which said trust has been recorded with the Middlesex South Registry of Deeds in Book 14015 Page 497.
with quitclaim covenants

~~the land in~~

(Description and encumbrances, if any.)

The following described parcels of land, situated in said Woburn, bounded and described as follows:

PARCEL 1: A certain parcel of land, being shown as Lots 34, 35, 36, 37, 38 and 39 on a plan of land entitled "Plan of Land in Woburn, belonging to Daniel West", dated June 21, 1853, and recorded with Middlesex South District Deeds in Record Book 573, Page 573 and together bounded and described as follows:

- Northerly by Lot 40 on said plan, one hundred thirty (130) feet;
- Easterly by a private way shown on said plan and known as West Street, three hundred (300) feet;
- Southerly by Lot 33 on said plan, one hundred fifty-four (154) feet; and
- Westerly by land now or formerly of James S. and Frank H. Murray, three hundred (300) feet.

Together containing 42,600 square feet of land, more or less.

PARCEL 2: Another certain parcel of land, with the buildings thereon, bounded and described as follows:

Beginning at the northeasterly corner of the premises on the southerly side of Salem Street at land now or formerly of A. J. Hall; thence the line runs southerly by the land last named and other land of Francis H. and James S. Murray, being parcel #1 hereinabove described, about five hundred forty-nine (549) feet to the wall at land formerly of Daniel Ayer; thence westerly, southwesterly and westerly again by said land formerly of said Ayer, land now or formerly of Daniel Bradley; and land now or formerly of Sherman Converse to Wood Street; thence northerly by and with said Wood Street, five hundred seven (507) feet to said Salem Street; thence easterly by and with said Salem Street to the point of beginning.

Said premises are conveyed subject to and with the benefit of restrictions and easements of record if any there be and only insofar as the same are now in force and applicable and to real estate taxes assessed for the current fiscal period and which said grantees by their acceptance hereof hereby assume and agree to pay.

Meaning and intending to convey and hereby conveying all of the aforesaid premises as said premises are shown on a "Plan of Land in Woburn, Mass." (Middlesex County) Scale: 1 IN = 40 FT dated August 20, 1979, Miller & Nylander Co., Registered Land Surveyors, which said plan has been recorded with said Middlesex South Registry of Deeds as Plan No. 989 of 1979 in Book 13778, Page 27 and hereby further conveying all of the fee and soil in all streets and ways, whether public or private, abutting said premises to the extent that the same may be conveyed.

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

For my title see deed recorded with said Registry of Deeds, Book 13778, Page 027 from William L. Murray, of Woburn, Middlesex County, Massachusetts, James H. Murray, of Lowell, in said County, Francis H. Murray, III and Alice R. Murray, both of said Woburn to me.

The undersigned, John W. Maloney, hereby certifies that the aforesaid Arlex Realty Trust is in full force and effect; that there are no amendments thereto; that said trust has not been terminated or revoked and that he has been duly authorized and directed to execute and deliver this deed by the beneficiaries of said trust and that he is not the sole beneficiary of said trust and that he is the sole trustee of said trust.

ADDRESS AT PREMISES: 43 School St, Woburn, MA 01897
ADDRESS OF GRANTEE: 46 Robert W. Woodruff Blvd, Boston, MA

Cancelled

Cancelled

Witness my hand and seal this 1st day of October 1980.

John W. Maloney
JOHN W. MALONEY, Trustee of
Arlex Realty Trust

The Commonwealth of Massachusetts

Middlesex ss. October 6, 1980

Then personally appeared the above named John W. Maloney

and acknowledged the foregoing instrument to be his as Trustee aforesaid
free act and deed before me

Donald H. Katz
DONALD H. KATZ Notary Public
My Commission Expires November 20, 1981

175.75

CERTIFICATE

Reference is made to the CIB Realty Trust udt dated July 21, 1980, recorded with Middlesex South District Registry of Deeds in Book 14015, Page 497.

The undersigned trustees of said trust hereby certify that said trust is in full force and effect, not having been amended, revoked or terminated; that the undersigned are all of the trustees of said trust and that the undersigned as such trustees have been duly directed and authorized by all of the beneficiaries of said trust to execute and deliver a first mortgage to Charlestown Savings Bank and all other instruments and documents in connection therewith; and a second mortgage to John W. Maloney, Trustee of Arlex Realty Trust, and all other instruments and documents in connection therewith; all of the foregoing to be executed in connection with the purchase by the undersigned trustees from said John W. Maloney, Trustee, of a certain parcel of land in Woburn, shown on a plan recorded with Middlesex South District Registry of Deeds in Book 13778, Page 27, and the financing thereof.

Executed under seal this first day of October 1980.

Frank T. Soracco
Frank T. Soracco, as Trustee of
CIB Realty Trust

Stanley C. Berger
Stanley C. Berger, as Trustee of
CIB Realty Trust

MARGINAL REFERENCE REQUESTED
BOOK 14015 PAGE 497

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. October 1, 1980

Then personally appeared, before me, Frank T. Soracco and Stanley C. Berger, Trustees as aforesaid, and acknowledged the foregoing instrument to be their free act and deed.

James E. Sullivan
Notary Public

My commission expires: 10/15/1982

US EPA ARCHIVE DOCUMENT

CVT-8-80 FH 2 12 318

M 2250

MORTGAGE AND SECURITY AGREEMENT

Frank T. Soracco and Stanley C. Berger, Trustees of CIB Realty Trust under a Declaration of Trust dated July 21, 1980 recorded with Middlesex South District Registry of Deeds in Book 14015, Page 497, ("Mortgagor"), FOR CONSIDERATION PAID, HEREBY GRANT TO CHARLESTOWN SAVINGS BANK, a corporation duly organized by law, with an usual place of business in Boston, Suffolk County, Massachusetts ("Mortgagee") with MORTGAGE COVENANTS, to secure the payment of

----ONE MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS---- (\$1,650,000.00) with interest thereon, as provided in Mortgagor's promissory note of even date ("Note") to Mortgagee the land, with the buildings thereon, known as and numbered 215 Salem Street, Woburn, Middlesex County, Massachusetts, all as described in Exhibit "A" annexed hereto, which is incorporated herein by this reference together with any and all improvements now or hereafter situated thereon, including all materials intended for construction, reconstruction, alteration and repair of the Real Property (including without limitation all construction material purchased for the construction required by any Construction Loan Agreement) immediately upon the delivery thereof to the Real Property.

Also, the Mortgagor hereby grants to the Mortgagee a first security interest in all fixtures and articles of personal property, owned by Mortgagor, if any, now or hereafter attached to or used in connection with the mortgaged premises including without limitation: furniture, partitions, screens, awnings, shades, blinds, floor covering, hall and lobby equipment, elevator, escalator, air conditioning and communication plants or systems with appurtenant fixtures; vacuum cleaning systems, telephone systems; sprinkler systems and other fire prevention and extinguishing apparatus and materials; all equipment for the cleaning of and removal of snow and for the maintenance of landscaped areas; and any replacements thereof or additions to the foregoing; debtors interest in leases, rents and profits. Mortgagor agrees that Mortgagee shall have with respect thereto, in addition to all other rights and remedies hereunder, all rights and remedies of a secured party under the Massachusetts Uniform Commercial Code. Mortgagor further agrees to execute on demand of the Mortgagee all instruments necessary to perfect or continue such security interest and Mortgagor hereby grants to Mortgagee full power and authority as attorney irrevocable of the Mortgagor to execute, deliver and record such instruments.

With respect to said fixtures and personal property ("Collateral") Mortgagor Warrants and Covenants that

1. Except for the security interest granted hereby, Mortgagor is the owner of the Collateral free from any adverse, security interest or encumbrance; and Mortgagor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein;

2. No Financing Statement covering any Collateral or any proceeds thereof is on file in any public office and at the request of the Mortgagee will pay the cost of filing the same or filing or recording this Mortgage and Security Agreement in all public offices wherever filing or recording is deemed by Mortgagee to be necessary or desirable;

3. Mortgagor will not sell or offer to sell or otherwise transfer the Collateral or any interest therein without the written consent of Mortgagee.

4. Mortgagor will have and maintain insurance all times with respect to all Collateral against risks of fire (including so-called extended coverage), theft and such other risks as Mortgagee may reasonably require, in such form, for such periods and written by such companies as may be satisfactory to Mortgagee, such insurance to be payable to Mortgagee and Mortgagor as their interests may appear; all policies shall provide for ten days' written minimum cancellation notice to Mortgagee; Mortgagor shall furnish Mortgagee with certificates or other evidence satisfactory to Mortgagee of compliance with the foregoing insurance provisions; and Mortgagee may act as attorney for Mortgagor in obtaining, adjusting, settling and cancelling such insurance and endorsing any drafts;

5. Mortgagor will keep the Collateral free from any adverse lien, security interest or encumbrance and in good order and repair and will not waste or destroy the Collateral or any part thereof; Mortgagor will not use the Collateral in violation of any statute or ordinance; and Mortgagee may examine and inspect the Collateral at any time, wherever located;

6. Mortgagor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Agreement or upon any Note or Notes evidencing the obligations.

At its option, Mortgagee may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral and may pay for the maintenance and preservation of the Collateral. Mortgagor agrees to reimburse Mortgagee on demand for any payment made, or any expense incurred by Mortgagee pursuant to the foregoing authorization. Until default Mortgagor may have

US EPA ARCHIVE DOCUMENT

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BK. OK. 14092 Page 533

possession of the Collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon. In addition to defaults incurred by virtue of a breach of any other provision of this Mortgage, Mortgagor shall be in default under this Mortgage with respect to Collateral if any warranty, representation or statement made or furnished to Mortgagee by or on behalf of Mortgagor proves to have been false in any material respect when made or furnished.

Mortgagor will promptly cause this Mortgage and Security Agreement and any financing statements to be recorded and re-recorded, registered and re-registered, filed and refiled at such times and places as may be required by law or deemed advisable by Mortgagee to create, preserve or protect the lien hereof upon the Security or any part thereof; and Mortgagor will from time to time do and cause to be done all such things which may from time to time be necessary under the Massachusetts Uniform Commercial Code, fully to create, preserve and protect the lien hereof upon the Security or any part thereof. Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any such things on behalf of Mortgagor which Mortgagor fails or refuses to do.

Said land, improvements, equipment, appliances, furnishings and fixtures ("Collateral") are hereinafter referred to as the "Premises".

The Mortgagor hereby covenants and agrees to the following as conditions of this mortgage:

(1) to perform all of the covenants and agreements contained in said Note;

(2) to pay at least ten (10) days before due all taxes, charges for water, sewer and other municipal services, and assessments, whether or not assessed against the Mortgagor, if applicable or related in any way to the Premises, or any interest of the Mortgagor, the Mortgagee, or any other person or organization therein or the debt, obligations or performance secured hereby, or the disbursements or application of the proceeds therefrom, excluding, however, any income or corporation excise tax of the Mortgagee; to pay to the Mortgagee on each day that payments are required by the terms of the Note secured hereby, in addition to the payment of principal and/or interest provided in said Note, a sum equal to such fraction of the real estate taxes, charges and betterment assessments for each year as shall be estimated by the Mortgagee to be sufficient for the Mortgagee to provide in the aggregate, a sum equal to said taxes, charges and assessments as and when they become due and payable,

and in addition, to pay the Mortgagee any balance necessary to account in full for the amount of said taxes, charges and assessments prior to the date when they become due and payable; it being understood and agreed that, except as otherwise provided by law, such sums shall not bear interest and may be commingled with the general assets of the Mortgagee, that the Mortgagee shall not be required to account for any profits resulting from its use thereof, that the Mortgagee shall not be deemed to act as Mortgagor's trustee or agent with respect to the payment of any such sums, and that said sums are held by the Mortgagee for payment on account of taxes, charges and assessments and/or any other obligations of the Mortgagor hereunder; to forward to the Mortgagee real estate tax bills as soon as the same have been received by the Mortgagor; Mortgagor grants to Mortgagee in the event of a default hereunder full power and authority of attorney irrevocable of Mortgagor to apply for and prosecute any claim for the abatement of real estate taxes and to collect and retain any sums issued on account thereof and apply the same to the reduction of the mortgage debt. Mortgagor hereby assigns to Mortgagee all rights of Mortgagor now or hereafter arising in and to any refunds or abatements of real estate taxes, sewer rents, water charges, assessments and all other municipal and governmental taxes, rates, charges, impositions and liens relating to the Mortgaged Premises or the debt secured hereby. So long as Mortgagor is not in default hereunder, Mortgagee shall pay over any such refunds or abatements to Mortgagor, but if Mortgagor is in default thereunder then Mortgagee may apply said refunds or abatements in reduction of the principal indebtedness or in payment of any other amount secured hereby.

(3) to keep the Premises insured against fire and all such other casualties and contingencies as the Mortgagee may from time to time reasonably require; to deposit all insurance policies or memoranda thereof with the Mortgagee forthwith after the binding of such insurance, and to deliver to the Mortgagee new policies or memoranda thereof for any insurance about to expire at least seven days before such expiration, all such insurance to be first payable in case of loss to the Mortgagee and to be written by such companies, on such terms, in such form and for such periods and amounts as the Mortgagee shall from time to time reasonably designate or approve and the Mortgagor hereby grants the Mortgagee in the event of a default hereunder full power and authority as attorney irrevocable of the Mortgagor to cancel or transfer such insurance, and to retain any premium or proceeds, to endorse to Mortgagee any check or draft payable to Mortgagor, and to apply the same to the debt secured hereby; Mortgagor also covenants that if the Premises or any part thereof shall be damaged or destroyed by fire or other hazard against which insurance is held, or if the Premises or any portion thereof shall be taken by eminent domain, and no settlement on account of any loss or damage shall be made

without the consent of the Mortgagee, and any proceeds from insurance or damages from such taking, as the case may be, shall be paid to the Mortgagee; hereby irrevocably appointing Mortgagee its attorney to sign on behalf of Mortgagor any and all necessary forms and drafts or checks to accomplish said purpose; the Mortgagee at its discretion may either apply such proceeds against the debt secured hereby (in which case the Mortgagor's obligations hereunder to restore such damage to the Premises as may have been caused by such fire, other hazard or taking, shall terminate), or release such portion of the proceeds to the Mortgagor as is necessary to restore the Premises to their prior condition insofar as is practicable upon such terms and conditions as the Mortgagee deems appropriate, and apply the balance thereof, if any, to the debt secured hereby; provided, however, that if the insurer of the Premises denies liability, the Mortgagor shall not be relieved of its obligations to restore the Premises;

(4) to put, maintain and keep the Premises at all times in as good repair and condition as the same now are or hereafter may be put, damage from casualty expressly not excepted, permitting and suffering no waste or strip of the same to occur, nor any violation of any law, by-law, ordinance, restriction, regulation, order or code affecting the Premises or the use thereof; and not to remove or alter any of the improvements, equipment, appliances, furnishings and fixtures constituting part of the Premises without the consent of the Mortgagee;

(5) to occupy the entire Premises, or cause the same to be occupied by Lessees, (which term shall include licensees and concessionaires) and to assign and deliver to the Mortgagee on demand any or all leases of the Premises or any part thereof, and, at the Mortgagee's election, to assign and deliver any or all rents and other income reserved in such leases, such assignments to be in form satisfactory to the Mortgagee, and the Mortgagor hereby grants the Mortgagee full power and authority as attorney irrevocable of the Mortgagor to make, execute, acknowledge, deliver and record such assignments;

(6) to observe and perform all the obligations imposed upon the Mortgagor under any leases of the Premises, and not to do or permit to be done anything which would impair the security of such leases to the Mortgagee, nor to cancel or change any terms, conditions or covenants of any leases of the Premises or any part thereof without the prior written consent of the Mortgagee, nor to execute any leases providing for payment of rent for more than one month in advance, nor to receive rent from all or any part of the Premises for more than one month in advance without prior written consent of the Mortgagee, and any such advance rent in excess of one month received shall be held by the Mortgagor in trust for the benefit of the Mortgagee and to promptly give notice to Mortgagee

of any material defaults under leases for portions of the Premises; Mortgagee shall have the right to accelerate the Note(s) hereby secured in the event that there is a breach of any lease to which this mortgage is subordinate which breach would entitle Lessee to cancel said lease;

(7) to furnish the Mortgagee, yearly, within sixty (60) days of the end of Mortgagor's fiscal year, and from time to time as requested by Mortgagee, a true and complete statement of the annual operating expenses and income of the Premises.

(8) if the Mortgagor shall default in the performance or observance of any covenant or agreement herein or in said Note contained, the Mortgagee may apply toward the debt secured hereby any deposit payment or any sum due from the Mortgagee to the Mortgagor without first enforcing any other rights of the Mortgagee against the Mortgagor, or against any endorser or guarantor of the Note secured hereby or against the Premises; it is expressly agreed that Mortgagee may commence any action against the makers and/or guarantors of the Note secured hereby without waiving its rights to proceed against the above described real estate or personal property.

(9) if the Mortgagee shall commence and prosecute foreclosure proceedings; participate in bankruptcy proceedings concerning the Mortgagor; enter and manage the Premises; participate in any action at law or in equity brought by the Mortgagor or any other person or organization with respect to the Premises, or the promissory note or other security for the debt secured hereby, or take any other action with respect to the Premises or other security for the debt secured hereby, in order to protect its interest therein, the Mortgagor shall reimburse the Mortgagee for all charges, costs and expenses incurred by the Mortgagee in connection therewith, including without limitation reasonable attorneys' fees and an additional reasonable fee to compensate the Mortgagee for overhead and personnel salaries and wages attributable to undertaking such actions or conduct; if there shall be a foreclosure sale, mortgagee shall be entitled to retain one per cent of the purchase money in addition to the other costs and expenses allowed by statute and this mortgage, as liquidated damages;

(10) that at any foreclosure sale of the Premises, the Premises and any combination or all of the other security for the debt secured hereby may be offered for sale for one total price, and the proceeds of such sale may be accounted for in one account without distinction between the items of security or without assigning to them any portion of such proceeds, and the Mortgagee may, in the exercise of the power of sale herein given, sell the Premises and said other security in parts or parcels, said sales

may be executed until all of the Premises and said other security not previously sold shall have been sold; if surplus proceeds are realized from a foreclosure sale, the Mortgagee shall not be liable for any interest thereon pending distribution of such proceeds to the Mortgagee;

(11) to notify the Mortgagee promptly of the existence of and the exact details of any other security interest in the Premises, now existing or hereafter arising, to make all payments that become due to any holder of any such security interest, and at the request of the Mortgagee to assign to the Mortgagee all its right, title and interest in and to any and all agreements evidenced by the security interest covering any of said property covered by the agreement, and the Mortgagor hereby grants the Mortgagee full power and authority as attorney irrevocable of the Mortgagor to make, execute, acknowledge and deliver such assignments. The Mortgagor represents that no security interest presently exists in any of said security except as has heretofore been disclosed in writing to the Mortgagee;

(12) that the Mortgagee shall be entitled, but not obligated, to cure any default of the Mortgagor hereunder, and shall be reimbursed by the Mortgagor for all costs, charges and expenses including without limitation reasonable attorneys' fees, incurred in connection therewith, and that all sums for which the Mortgagee may be entitled to reimbursement shall be added to the principal sum of the debt secured hereby, shall earn interest at the rate set forth in said Note, shall be secured by this mortgage, and shall be payable on demand of the Mortgagee, whether or not the remaining principal balance of said Note has been declared due and payable;

(13) in the event the legal or beneficial ownership of said Premises, or any portion thereof or interest therein, becomes vested in anyone other than the Mortgagor, the entire mortgage debt shall at the option of the Mortgagee, become due and payable on demand together with all prepayment charges to which the Mortgagee would be entitled under said Note or by law if said Note were paid in full at the time of demand, provided however, that the Mortgagee may, without notice to the Mortgagor, deal with the Mortgagor's successor or successors in interest with reference to the mortgage and the debt secured hereby in the same manner as with the Mortgagor without in any way vitiating or discharging the Mortgagor's liability or obligations with respect to this mortgage or the debt secured hereby. No sale for the Premises hereby mortgaged and no forbearance on the part of the Mortgagee or extension of the time for the payment of the debt secured hereby or any other indulgence given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor, nor the priority of this mortgage

either in whole or in part, notice of such forbearance, extension or other indulgence being hereby expressly waived;

(14) that the Mortgagor shall not:

(a) create or permit to be created any encumbrance to attach to the Premises (except for real estate taxes and betterment assessments prior to the commencement of interest and penalties thereon) with the exception of a second mortgage of even date to Arlex Realty Trust in the amount of \$2,000,000.

(b) if the Mortgagor is a corporation, liquidate or dissolve or permit its liquidation or dissolution; if the Mortgagor is a trustee or trustees, terminate or dissolve or permit its termination or dissolution;

(c) file or allow to be filed against Mortgagor a petition or application under any state or federal bankruptcy, insolvency or debtor's relief law, nor consent to an assignment or composition for the benefit of the Mortgagor's creditors, nor consent to appointment of a receiver for any of the Mortgagor's property. In the event said petition is filed against Mortgagor, the same will be a default hereunder, unless not dismissed within 60 days of filing.

(15) if this mortgage is at any time subject or subordinate to another mortgage, the Mortgagor shall not modify, amend, or extend such prior mortgage, or the debt or other obligation secured thereby, without the consent of the Mortgagee; and default under said prior mortgage or the obligations secured thereby shall be a default hereunder, and the Mortgagee shall be entitled but not obligated to cure said default, as provided in Paragraph 12 hereof; and

(16) any notice, demand or other communication from Mortgagee to the Mortgagor shall be deemed satisfactorily given upon depositing the same in writing in the United States mail by postpaid, prepaid, registered or certified mail, addressed to the Mortgagor (or any of them if there be more than one) at the Mortgagor's latest address in the mortgage records maintained by the Mortgagee.

In the event of any breach in any covenant or covenants, conditions or agreements contained in this mortgage remaining uncured for a period in excess of thirty (30) days (except that no grace period shall be permitted for a default under Section 14(c) above) or any breach in the covenants, conditions or agreements in any instruments given in connection with the Note and debt secured hereby, remaining uncured after the expiration of any applicable grace periods, such breach shall constitute a

default hereunder, or in the event any security interest, lien or encumbrance shall be created in the Premises or any part thereof by operation of law or otherwise, except with consent of Mortgagee, or in the event any foreclosure of a junior mortgage or junior lien shall be instituted or in the event any levy or sale upon execution or other proceedings of any nature shall occur whereby the owner of the Mortgaged Premises shall be deprived of owner's title or right of possession to the Mortgaged Premises or any part thereof; or any license or permit to operate the business conducted on the Mortgaged Premises, by Mortgagor is suspended or revoked and such suspension or revocation is not terminated within 30 days; or Mortgagor, after becoming aware of any such change, shall fail to promptly notify Mortgagee in writing of any change required by any federal, state, county or municipal authority with respect to the Mortgaged Premises, including without limitation structural and use changes or if any involuntary proceedings shall be commenced against Mortgagor and not dismissed within 60 days under any state or federal bankruptcy, insolvency or debtor's relief law, the entire debt secured hereby, together with all prepayment charges to which the Mortgagee would be entitled under said Note or by law if said note were prepaid in full at the end of said thirty-day period, shall become due and payable at the option of the Mortgagee, and the Mortgagee shall have the Statutory Power of Sale as hereinafter provided.

Mortgagor hereby irrevocably authorizes Mortgagee to make any payment required of Mortgagor hereunder when due, including, but not limited to payment of all taxes, charges, assessments, and water rates which may at any time be or become a lien on the Mortgaged Premises, and insurance premiums. All payments made by Mortgagee hereunder and the amount of any costs and expenses to which Mortgagee is entitled shall be added to the principal sum of the debt secured hereby shall earn interest at the rate set forth in said Note and shall be secured by the lien of this mortgage.

In the event of acceleration of the Note(s) secured hereby, for any reason whatsoever, the prepayment penalty contained therein shall apply.

If surplus proceeds are realized from a foreclosure sale, mortgagee shall not be liable for any interest thereon pending distribution of such proceeds by mortgagee or any court.

Any breach in the Mortgagor's covenants and agreements contained in any other instrument given to secure the Note and debt secured herein, including without limitation, a construction loan agreement, guaranty, conditional assignment of rents, pledge agreement, security agreement, or real estate mortgage, shall constitute a default hereunder for which default Mortgagee shall have the Statutory Power of Sale as hereinafter provided. The

affidavit of Mortgagee in connection with any foreclosure or sale that such a breach has occurred shall be binding and conclusive upon the Mortgagor and may be relied upon by any purchaser.

The awards of damages on account of any condemnation for public use or injury to the Mortgaged Premises shall be paid to Mortgagee; except as otherwise provided in the Construction Loan Agreement, such awards shall, at the option of Mortgagee, be applied to or toward the indebtedness secured hereby in such order as Mortgagee may determine, or if Mortgagee shall require restoration of that part of the Mortgaged Premises which remains, Mortgagee shall release to Mortgagor such awards paid to it upon such conditions as Mortgagee may prescribe, but not more than such portion of such awards as may be required to repair such damage or injury; and any balance remaining shall be applied by Mortgagee to or toward the indebtedness secured hereby in such order as Mortgagee may determine.

This mortgage is upon the STATUTORY CONDITION and upon the further condition that all covenants and agreements of Mortgagor herein and in said Note contained shall be kept and fully performed, and upon any breach of the same Mortgagee shall have the STATUTORY POWER OF SALE and as to the personal property all the remedies of a secured party under the Uniform Commercial Code as now in effect in the Commonwealth of Massachusetts including the option to proceed as to both the real property and personal property under the law relating to foreclosure of real estate mortgages, and such further remedies as from time to time may hereafter be provided in Massachusetts for a Secured Party, and upon the further condition that all rights of Mortgagee under this Mortgage and Security Agreement as to the personal property and the real property may be exercised together or separately.

In exercising its power of sale under this instrument, Mortgagee may sell the personal property or any part thereof, either separately from or together with the real property or any part thereof, either as one unit or in such separate units, all as Mortgagee may in its discretion elect; and may so sell the Mortgaged Premises or any part thereof either separately from or together with the whole or any part of other collateral which may constitute security for any obligation to Mortgagee secured by the Mortgaged Premises, also as Mortgagee may in its discretion elect, Mortgagor hereby waiving the application of any doctrine of marshalling. In case Mortgagee elects to sell the Mortgaged Premises in parts or parcels, said sales may be held from time to time, and the power shall not be exhausted until all of the Mortgaged Premises not previously sold shall have been sold. In the event of any separate sale of personal property, Mortgagee will give to Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or

other intended disposition thereof is to be made, and such requirement of reasonable notice shall be met if such notice is mailed postage prepaid to the address of Mortgagor as provided in this Mortgage and Security Agreement at least five (5) days before the time of the sale or other disposition.

In case any provision of said note, this mortgage or any instrument executed by any person or organization in connection therewith shall be found unenforceable or invalid for any reason the enforcement of any other provision hereof shall not be impaired thereby and such provision shall be deemed modified to the extent necessary to be enforceable or if such modification is not practicable shall be deleted from this mortgage.

Upon any such default and following the acceleration of maturity as aforesaid, a tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby, made at any time prior to foreclosure sale (including sale under power of sale hereunder) by the Mortgagor or by anyone on behalf of the Mortgagor shall constitute an evasion of the prepayment privilege and shall be deemed to be a voluntary prepayment hereunder and such payment, to the extent permitted by law, will therefore include the premium required under the prepayment privilege, if any, contained in the Note secured hereby.

The word "Mortgagor" as used herein means the Mortgagor named herein, whether one or several and also means any subsequent owner or owners of the equity of redemption of the Mortgaged Premises, and all the covenants and agreements of Mortgagor herein contained shall be binding upon Mortgagor, its heirs, executors, administrators, successors and assigns; the word "Mortgagee" as used herein means Charlestown Savings Bank and any subsequent holder or holders of this mortgage.

WITNESS the execution hereof as a sealed instrument this first day of October, 1980.

Frank T. Soracco Trust

Frank T. Soracco
Trustee of CIB Realty Trust
but not Individually

Stanley C. Berger Trust

Stanley C. Berger
Trustee of CIB Realty Trust
but not Individually

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

October 1, 1980

Then personally appeared the above-named Frank T. Soracco and Stanley C. Berger, Trustees as aforesaid and acknowledged the foregoing instrument to be their free act and deed.

Before me,

James E. Sullivan
Notary Public

My Commission Expires: October 15, 1982

EXHIBIT A

The following described parcels of land situated in Woburn, Middlesex County, Massachusetts, bounded and described as follows:

PARCEL 1 - A certain parcel of land being shown as Lots 34, 35, 36, 37, 38 and 39 on a plan of land entitled "Plan of Land in Woburn, belonging to Daniel West," dated June 21, 1853, and recorded with Middlesex South District Deeds in Book 573, Page 573, and together bounded and described as follows:

- NORTHERLY by Lot 40 on said plan, one hundred thirty (130) feet;
- EASTERLY by a private way shown on said plan and known as West Street, three hundred (300) feet;
- SOUTHERLY by Lot 33 on said plan, one hundred fifty-four (154) feet; and
- WESTERLY by land now or formerly of James S. and Frank H. Murray, three hundred (300) feet.

Together containing 42,600 square feet of land, more or less.

PARCEL 2 - Another certain parcel of land, with the buildings thereon, bounded and described as follows:

Beginning at the northeasterly corner of the premises on the southerly side of Salem Street at land now or formerly of A. J. Hall; thence the line runs southerly by the land last named and other land of Francis H. and James S. Murray, being parcel #1 hereinabove described, about five hundred forty-nine (349) feet to the wall at land formerly of Daniel Ayer; thence westerly, southwesterly and westerly again by said land formerly of said Ayer, land now or formerly of Daniel Bradley, and land now or formerly of Sherman Conversa to Wood Street; thence northerly by and with said Wood Street, five hundred seven (507) feet to said Salem Street; thence easterly by and with said Salem Street to the point of beginning.

- A. Said premises are conveyed subject to and with the benefit of restrictions and easements of record if any there be and only insofar as the same are now in force and applicable.
- B. Meaning and intending to convey and hereby conveying all of the aforesaid premises as said premises are shown on a "Plan of Land in Woburn, Mass." (Middlesex County) Scale: 1 IN = 40 FT dated August 20, 1973, Miller & Nylander Co., Registered Land Surveyors, which said plan of Deeds as Plan No. 989 of 1979 in Book 13773, Page 27 and hereby further conveying all of the fee and soil in all streets and ways, whether public or private, abutting said premises to the extent that the same may be conveyed.

For reference to title see deed from John W. Maloney, Trustee of Arlex Realty Trust to Frank T. Sorocco and Stanley C. Berger, Trustees of CIB Realty Trust, to be recorded herewith.

* HAS BEEN RECORDED WITH SAID MIDDLESEX SO. REC.

1250 41

CONDITIONAL ASSIGNMENT OF RENTS

THIS AGREEMENT, entered into this first day of October, 1980 between Frank T. Sorocco and Stanley C. Berger, Trustees of CIB Realty Trust under a Declaration of Trust dated July 21, 1980, recorded with Middlesex South District Registry of Deeds in Book 14015, Page 497, (hereinafter referred to as "Borrower") and CHARLESTOWN SAVINGS BANK, a Massachusetts corporation with an usual place of business at 55 Summer Street, Boston, Suffolk County, Massachusetts (hereinafter referred to as "Lender"),

WITNESSETH:

Reference is made to a promissory note of even date herewith in the principal sum of---ONE MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS (\$1,650,000.00)---from the Borrower as maker to the Lender as payee and to the mortgage of even date securing said note covering premises situated at 215 Salem Street, Woburn, Middlesex County, Massachusetts and to any and all agreements and documents executed by either party with respect thereto (all of which are sometimes referred to as the "Instruments").

The Lender, as a condition to granting the mortgage loan, has required the execution of this Assignment of the rentals of the mortgaged premises and other contractual rights, pertaining thereto.

In order further to secure the payment of the said indebtedness of the Borrower to the Lender, and in order further to secure the obligations of the Borrower under the Instruments,

APPROXIMATE REFERENCE REQUESTED
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and in consideration of the making of the loan represented by the said mortgage and the note secured thereby, the Borrower does hereby sell, assign, transfer and set over unto the Lender (i) all of the rents (including without limitation security deposits and rents from any license, use permit or concession), issues and profits (hereinafter collectively referred to as "rents") of the mortgaged premises, whether under existing leases, licenses, tenancies or occupancies of any sort or under any of the same hereafter arising (of which Borrower agrees to give Lender prompt written notice); and (ii) all of the Borrower's contractual rights now existing or hereafter arising between Borrower and any such tenant, license, occupant or other person with respect to the mortgaged premises. This Assignment shall become operative, at the option of the Lender, upon any default by the Borrower under the terms of said mortgage, the note secured thereby, or the Instruments, and shall remain in full force and effect so long as any such default continues.

The Borrower hereby authorizes the Lender, its employees or agents, at its option, after the occurrence of a default as aforesaid to enter upon the mortgaged premises and to collect, in the name of the Borrower or in its name as assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as the rents thereafter accruing and becoming payable during the period of the continuance of any default; the Borrower further agrees that the Borrower will facilitate in all reasonable ways the Lender's collection of said rents, and will, upon request by

the Lender, execute a written notice to each tenant directing the tenant to pay rent to the Lender.

Borrower also authorizes Lender, its employees or agents, at its option after such default, to enforce all such contractual rights as may have been assigned hereby, and Borrower hereby irrevocably appoints Lender its attorney in fact, coupled with an interest, to do all acts pertaining hereto in its place and stead.

The Borrower also hereby authorizes the Lender, its employees or agents, upon such entry, at its option, to take over and assume the management, operation and maintenance of the mortgaged premises, and in connection therewith to perform all acts and to expend such sums out of the income of the mortgaged premises, as the Lender may deem advisable, in the same manner and to the same extent as the Borrower might do, including the right to enter into new leases, to cancel or surrender existing leases, to alter or amend the terms of existing leases, to renew existing leases, or to make concessions to tenants; the Borrower hereby releasing all claims against the Lender arising out of or in connection with such management, operation and maintenance, excepting the liability of the Lender to account as hereinafter set forth.

The Lender shall, after payment of all costs and expenses, including reasonable attorney's fees and reasonable compensation to itself or to such managing agent as it shall in its sole judgment select and employ, and after the accumulation of all proper reserves (including without limitation reserves for taxes, assessments, utilities and fire and liability insurance), credit

the net amount of income received by it from the mortgaged premises by virtue of this Assignment, to any amounts due and owing to it by the Borrower under the terms of the mortgage, the note secured thereby and the Instruments, but the manner of the application of such net income and what items shall be credited, shall be determined in the sole discretion of the Lender. The Lender shall not be accountable for more moneys than it actually receives from the mortgaged premises; nor shall it be liable for failure to collect rents or enforce other obligations. The Lender shall make reasonable effort to collect rents, reserving, however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted.

In the event, however, that the Borrower shall reinstate the mortgage loan completely in good standing, having complied with all the terms, covenants and conditions of the said mortgage and the note secured thereby, and having cured any default in the performance of its obligations under the Instruments, then the Lender, within one month after receipt of demand in writing, shall redeliver possession of the mortgaged premises to the Borrower, who shall remain in possession unless and until another default occurs, at which time the Lender may, at its option, again take possession of the mortgaged premises under authority of this instrument.

The Borrower hereby covenants and warrants to the Lender that neither the Borrower nor any previous owner has executed any prior

assignment or pledge for the rentals of the mortgaged premises or any other rights hereby assigned nor any prior assignment or pledge of the landlord's interest in any lease of the whole or any part of the mortgaged premises. The Borrower also hereby covenants and agrees not to collect the rents of the said mortgaged premises in advance, other than such payments as are required to be paid in advance by the terms of any rental agreement, and further agrees not to do any other act which would destroy or impair the benefits to the Lender of this Assignment.

The Lender shall not be obligated to perform or discharge, nor does it undertake hereby to perform or discharge, any obligation, duty or liability under the leases or any of them, and the Borrower shall and does agree to indemnify and hold the Lender harmless from and against any and all liability, loss or damage which it may or might incur under the leases or under or by reason of this Assignment, and from and against any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to be performed or discharged under or arising out of any of the terms, covenants or conditions contained in the leases or any of them; and should the Lender incur any such liability, loss or damage under the leases or any of them or under or by reason of this Assignment, or in the defense of any such claims or demands, the Borrower shall immediately, upon demand, reimburse the Lender for the amount thereof, including costs, expenses and reasonable attorneys' fees.

It is not the intention of the parties hereto that an entry

by the Lender upon the mortgaged premises under the terms of this instrument shall constitute the said Lender a "mortgagee in possession" in contemplation of law, except at the option of the Lender expressed in writing.

This assignment shall remain in full force and effect as long as the mortgage debt to the Lender remains unpaid in whole or in part.

The provisions of this instrument shall be binding upon the Borrower and the Borrower's legal representatives, successors or assigns and shall inure to the benefit of the Lender and its successors or assigns. The word "Borrower" shall be construed to mean any one or more persons or parties who are holders of the legal title or equity of redemption to or in the mortgaged premises.

It is understood and agreed that a full and complete release of the said mortgage shall operate as a full and complete release of all the Lender's rights and interest hereunder, and that, after said mortgage has been fully released, this instrument shall be void and of no further effect.

WITNESS the execution hereof under seal as of the day and year first above written.

Frank T. Soracco
Frank T. Soracco
Trustee of CIB Realty Trust
but not Individually

Stanley C. Berger
Stanley C. Berger
Trustee of CIB Realty Trust
but not Individually

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk ss.

October 1, 1980

Then personally appeared the above-named Frank T. Soracco and Stanley C. Berger, Trustees as aforesaid and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Dermot J. Sullivan
Dermot J. Sullivan
Notary Public

My Commission expires: October 15, 1982

14431 396

8K14092 PG540

<input type="checkbox"/> Filed for record in the real estate records	<input type="checkbox"/> Debtor is a Transmitting Utility	<input type="checkbox"/> No. of Additional Shares Presented
1. Debtor(s) (Last Name First and address(es)) Stanley C. Berger, Trustee of CIB Realty Trust 41 Bradford Road West Peabody, Ma.	2. Secured Party(ies) and address(es) Charlestown Savings Bank 55 Summer Street Boston, Mass. 02110	3. For Filing Officer (Date, Time, Number, and Filing Office) OCT-8-80 PM 2:12 322A 5.00

All fixtures and articles of personal property now or hereafter attached to or used in connection with the premises including without limitation: furniture, partitions, screens, awnings, shades, blinds, floor coverings, hall and lobby equipment, heating, lighting, plumbing, ventilating, refrigeration, incineration, elevator, escalator, air conditioning, and communication plants or systems with appurtenant fixtures; vacuum cleaning systems, telephone systems; sprinkler systems and other fire prevention and extinguishing apparatus and materials; all equipment for the cleaning of and removal of snow and for the maintenance of landscaped areas; and any replacement thereof or additions to the foregoing; debtors interest in leases, rents and profits.

Location of Premises: 215 Salem Street, Woburn, Massachusetts Products of Collateral are also covered.

Filed with: Middlesex South Registry of Deeds

By: *Stanley C. Berger, Trustee* CHARLESTOWN SAVINGS BANK
[Signature] CHARLESTOWN SAVINGS BANK

BK-14092 PG-540

<input type="checkbox"/> Filed for record in the real estate records	<input type="checkbox"/> Debtor is a Transmitting Utility	<input type="checkbox"/> No. of Additional Shares Presented
1. Debtor(s) (Last Name First and address(es)) Frank T. Soracco, Trustee of CIB Realty Trust 15 Hillcrest Road Reading, Massachusetts	2. Secured Party(ies) and address(es) Charlestown Savings Bank 55 Summer Street Boston, Mass. 02110	3. For Filing Officer (Date, Time, Number, and Filing Office) OCT-8-80 PM 2:12 322A 5.00

All fixtures and articles of personal property now or hereafter attached to or used in connection with the premises including without limitation: furniture, partitions, screens, awnings, shades, blinds, floor coverings, hall and lobby equipment, heating, lighting, plumbing, ventilating, refrigeration, incineration, elevator, escalator, air conditioning, and communication plants or systems with appurtenant fixtures; vacuum cleaning systems, telephone systems; sprinkler systems and other fire prevention and extinguishing apparatus and materials; all equipment for the cleaning of and removal of snow and for the maintenance of landscaped areas; and any replacement thereof or additions to the foregoing; debtors interest in leases, rents and profits.

Location of Premises: 215 Salem Street, Woburn, Massachusetts Products of Collateral are also covered.

Filed with: Middlesex South Registry of Deeds

By: *Frank T. Soracco, Trustee* CHARLESTOWN SAVINGS BANK
[Signature] CHARLESTOWN SAVINGS BANK

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MORTGAGE DEED-SECURITY AGREEMENT

We, Frank T. Soracco and Stanley C. Berger, Trustees of CIB Realty Trust under Declaration of Trust dated July 21, 1980 and recorded with Middlesex South District Registry of Deeds in Book 14015, Page 497 and with an usual place of business at 80 Main Street, Reading, Middlesex County, Massachusetts, by virtue of the powers contained in said trust and to us every other power hereunto enabling (hereinafter referred to as "Mortgagor"), FOR CONSIDERATION PAID, HEREBY GRANTS to John W. Maloney, Trustee of Arlex Realty Trust under Declaration of Trust dated August 24, 1979 and recorded with Middlesex South District Registry of Deeds in Book 13778, Page 019 with an usual place of business located at 275 Massachusetts Avenue, Lexington, Middlesex County, Massachusetts (hereinafter referred to as "Mortgagee"), with MORTGAGE COVENANTS, to secure the payment of TWO HUNDRED FIFTY THOUSAND AND 00/100 (\$250,000.00) DOLLARS with interest thereon as provided in the Mortgagor's note of even date herewith and also to secure the performance of and payment to the Mortgagee of all covenants and agreements herein.

The land in Woburn, Middlesex County, Massachusetts, all as described in Schedule "A" annexed hereto which is incorporated herein by this reference together with any and all improvements and fixtures, now or hereafter situated thereon.

This is a purchase-money mortgage representing a portion of the purchase price.

Also, the Mortgagor hereby grants to the Mortgagee a security interest in all personal property, equipment (as defined in the Uniform Commercial Code), appliances, furnishings and fixtures of Mortgagor now or hereafter placed on the above-described premises, or used in connection therewith, and the proceeds therefrom, and agrees to execute on demand of the Mortgagee all instruments necessary to perfect or continue such security interest, and in the event of default hereunder the Mortgagor hereby grants the Mortgagee full power and authority as attorney irrevocable of the Mortgagor to execute, deliver and record and/or file such instruments.

Said land, improvements, equipment, appliances, furnishings and fixtures are hereinafter referred to as the "premises".

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With respect to said fixtures and personal property ("Collateral") Mortgagor warrants and covenants that:

1. Except for the security interest granted hereby, and those rights under a prior recorded mortgage to the Charlestown Savings Bank, Mortgagor is the owner of the Collateral free from any adverse security interest or encumbrance; and Mortgagor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein;
 2. Except subject to the rights of the aforesaid Charlestown Savings Bank, no Financing Statement covering any Collateral or any proceeds thereof is on file in any public office and at the request of the Mortgagee, Mortgagor will pay the cost of filing the same or filing or recording this Mortgage and Security Agreement in all public offices wherever filing or recording is deemed by Mortgagee to be necessary or desirable;
 3. Mortgagor will not sell or offer to sell or otherwise transfer the Collateral or any interest therein without the written consent of Mortgagee.
 4. Mortgagor will have and maintain insurance at all times with respect to all Collateral against risks of fire (including so-called extended coverage), theft and such other risks as Mortgagee may reasonably require, in such form, for such periods and written by such companies as may be satisfactory to Mortgagee, such insurance to be payable to Mortgagee and Mortgagor as their interests may appear; all policies shall provide for ten days' written minimum cancellation notice to Mortgagee; Mortgagor shall furnish Mortgagee with certificates or other evidence satisfactory to Mortgagee of compliance with the foregoing insurance provisions; and after an event of default hereunder, Mortgagee may act as attorney for Mortgagor in obtaining, adjusting, settling, and cancelling such insurance and endorsing any drafts;
 5. Except subject to the rights of the aforesaid Charlestown Savings Bank, Mortgagor will keep the Collateral free from any adverse lien, security interest or encumbrance and in good order and repair and will not waste or destroy the Collateral or any part thereof; Mortgagor will not use the Collateral in violation of any statute or ordinance; and Mortgagee may examine and inspect the Collateral at any time, wherever located;
 6. Mortgagor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Agreement or upon any Note or Notes evidencing the obligations.
- At its option, after 10 days written notice to Mortgagor, Mortgagee may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral and may pay for the maintenance and preservation

of the Collateral. Mortgagor agrees to reimburse Mortgagee on demand for any payment made, or any expense reasonably incurred by Mortgagee pursuant to the foregoing authorization. Until default Mortgagor may have possession of the Collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon. In addition to defaults incurred by virtue of a breach of any other provision of this Mortgage, Mortgagor shall be in default under this Mortgage with respect to Collateral if any warranty, representation or statement made or furnished to Mortgagee by or on behalf of Mortgagor proves to have been false in any material respect when made or furnished.

Mortgagor will promptly cause this Mortgage and Security Agreement and any financing statements to be recorded and re-recorded, registered and re-registered, filed and refiled at such times and places as may be required by law or deemed advisable by Mortgagee to create, preserve or protect the lien hereof upon the Security or any part thereof; and Mortgagor will from time to time do and cause to be done all such things which may from time to time be necessary under the Massachusetts Uniform Commercial Code, fully to create, preserve and protect the lien hereof upon the Security or any part thereof. Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any such things on behalf of Mortgagor which Mortgagor fails or refuses to do.

The Mortgagor hereby covenants and agrees to the following as conditions of this mortgage:

- (1) to perform all of the covenants and agreements contained in said note of even date herewith;
- (2) to pay at least ten (10) days before due all taxes, charges for water, sewer and other municipal services and assessments, to whomsoever laid or assessed, whether or not assessed against the Mortgagor, if applicable or related in any way to the premises, or any interest of the Mortgagor, the Mortgagee, or any other person or organization therein, or the debt, obligations or performance secured hereby, or the disbursement or application of the proceeds therefrom, excluding, however, any income or corporation excise tax of the Mortgagee; on the demand of the Mortgagee (unless being paid to the holder of a prior recorded mortgage) to pay to the Mortgagee on each day that payments are required by

the terms of the note secured hereby, (or monthly on the first day of each month if the holder hereof shall so elect, notwithstanding the fact that the payments of principal and interest under the terms of the note secured hereby may provide for other terms and/or times for payment of principal and interest.) in addition to the payments of principal and/or interest provided in said note, a sum equal to such fraction of the real estate taxes, charges and betterment assessments for each year as shall be estimated by the Mortgagee to be sufficient for the Mortgagee to provide in the aggregate, a sum adequate to pay said taxes, charges and assessments as and when they become due and payable, and in addition, to pay to the Mortgagee any balance necessary to account in full for the amount of said taxes, charges and assessments prior to the date when they become due and payable; it being understood and agreed that except as otherwise provided by law, the Mortgagee is not required to nor does it intend to segregate payments for taxes and betterment assessments from its other funds; that such sums may be commingled with the general assets of the Mortgagee; that no trust relationship exists or is intended; that the Mortgagee shall not be required or obligated to account for any profits resulting from its use thereof; that the Mortgagee shall have the right to retain for its own account any profits derived from any investment of such payments; that the Mortgagee shall not be obligated to account for any such profit to the Mortgagor nor shall it be obligated to pay to the Mortgagor any interest or other compensation with regard to such payments; and that said sums are held by the Mortgagee for payment on account of such taxes, charges and assessments and/or any other obligations of the Mortgagor hereunder; to forward to the Mortgagee receipted real estate bills as soon as the same have been paid by the Mortgagor or, in case tax payments are required to be made to the Mortgagee, to forward to the Mortgagee real estate tax bills as soon as the same have been received by the Mortgagor; upon default hereunder, to allow Mortgagee as its duly authorized agent and attorney to proceed with any real estate tax abatement proceeding pending before any taxing authority and to take any appeals from the denial of the tax abatement relief sought to the Appellate Tax Board, in Mortgagor's name and behalf, or to any other appellate body with jurisdiction of the matter, and to proceed thereafter before such appellate body in Mortgagor's stead and behalf as

irrevocable attorney, under power of attorney coupled with an interest; any sums collected by way of abatement may be retained by the Mortgagee and after deduction by the Mortgagee and application to his own account of any costs of such proceedings including reasonable attorneys' fees in connection therewith shall be applied in reduction of the debt secured hereby.

- (3) to keep the buildings and structures and all fixtures covered by this mortgage now or hereafter placed on said premises insured against fire and all such other hazards, casualties and contingencies as Mortgagee may from time to time reasonably require; to deposit at the demand of the Mortgagee all insurance policies or memoranda thereof with the Mortgagee forthwith after the binding of such insurance, and to deliver to the Mortgagee new policies or memoranda thereof for any insurance about to expire at least seven (7) days before such expiration, all such insurance to be first payable (subject to the rights of any prior recorded mortgage) in case of loss to the Mortgagee and to be written by such companies, on such terms, in such form and for such periods and amounts as the Mortgagee shall from time to time designate or approve, and (subject to the rights of any prior recorded mortgage) the Mortgagor hereby grants unto the Mortgagee, in the event of a default hereunder, full power and authority as attorney irrevocable of the Mortgagor to cancel or transfer any such insurance and to retain any premium or proceeds and to apply the same to the debt secured hereby, and to endorse to Mortgagee any check or draft payable to Mortgagor;
- (4) to put, maintain and keep the premises at all times in as good repair and condition as the same now are or hereafter may be put, ordinary wear and tear excepted, but damage from casualty expressly not excepted unless Mortgagee receives sufficient insurance proceeds to completely restore such damage, permitting and suffering no waste or strip of the same to occur, nor any violation of any law, by-law, ordinance, restriction, regulation, order, or code affecting the premises or the use thereof; and not to remove or alter any of the improvements, equipment, appliances, furnishings and fixtures constituting part of the premises without consent of the Mortgagee;

- (5) to use best efforts and all due diligence to occupy the entire premises, or to cause the same to be occupied by lessees, (which term shall include the licensees and concessionaires) and (subject to the rights of any prior recorded mortgage) to assign and deliver to the Mortgagee on demand, any or all leases of the premises or any part thereof and at the Mortgagee's request, to assign and deliver any or all rents and other income reserved in such leases, such assignments to be in form satisfactory to the Mortgagee, and the Mortgagor hereby grants the Mortgagee full power and authority as attorney irrevocable of the Mortgagor to make, execute, acknowledge, deliver and record such assignments, and not in limitation of the foregoing, to provide that (subject to the rights of any prior recorded mortgage) after any default by Mortgagor hereunder or under the terms of such assignments, the Mortgagee shall be entitled to modify and otherwise deal with all such leases with the same power and discretion which the Mortgagee would have if it were the owner or lessor thereof, free from any trust, and (subject to the rights of any prior recorded mortgage) the Mortgagee shall be entitled to collect all of the rents and other income reserved in such leases and to apply the same to the debt secured hereby, and after foreclosure the Mortgagee shall not be liable to account to the Mortgagor for rents or other income thereafter accruing, provided, however, that any such assignments shall also provide that the Mortgagor may have and retain such rents and profits until such default occurs; and the Mortgagee shall further have the right, but not the obligation, to subordinate this Mortgage and its rights hereunder to any lease or leases of the premises now or hereafter in force, and upon execution and recording of any instrument by the Mortgagee which purports to effect such subordination, this Mortgage shall be subordinate to the lease or leases referred to in such instrument with the same force and effect as if such lease or leases had been executed and delivered prior to the execution, delivery and recording of this Mortgage; by accepting this Mortgage, the Mortgagee hereby agrees upon request of Mortgagor to enter into non-disturbance agreements with tenants, upon reasonable terms and conditions reasonably satisfactory to the holder hereof, provided such leases are commercially reasonable and have first been accepted and approved by the holder of any prior recorded mortgage and that said prior mortgagee has entered into a similar non-disturbance agreement with such tenant and that all expenses incurred by the holder hereof in connection therewith, including reasonable attorneys' fees, shall be paid by the Mortgagor:

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- (6) to observe and perform all the obligations imposed upon the Mortgagor under any leases of the premises, and not to do or permit to be done anything which would impair the security of such leases to the Mortgagee, nor, except in the ordinary and usual course of business, to cancel or change any terms, conditions or covenants of any leases of the premises or any part thereof without the prior written consent of the Mortgagee, nor to execute any leases providing for payment of rent for more than one month in advance, nor to receive rent from all or any part of the premises for more than one month in advance without the prior written consent of the Mortgagee and any such advance rent in excess of one month received shall be held by the Mortgagor in trust for the benefit of the mortgagee; and to promptly give notice to Mortgagee of any material defaults under leases for portions of the Premises; Mortgagee shall have the right to accelerate the Note(s) hereby secured in the event that there is a breach of any lease to which this mortgage is subordinate which breach would entitle Lessee to cancel said lease;
- (7) to furnish the Mortgagee, from time to time, and forthwith upon its demand, a true and complete statement of the annual operating expenses and income of the premises and financial statements of the Mortgagor, and any guarantors and endorsers of the note secured hereby, such statements to be in a form reasonably satisfactory to the Mortgagee;
- (8) that if the premises or any part thereof shall be damaged or destroyed by fire or other hazard against which insurance is held, or if the premises or any portion thereof shall be taken by eminent domain, no settlement on account of any loss or damage shall be made without the consent of the Mortgagee, and (subject to the rights of any prior recorded mortgage) any proceeds from insurance or damages for such taking, as the case may be, shall be paid to the Mortgagee, and the Mortgagor hereby irrevocably assigns the same to the Mortgagee and the Mortgagor hereby irrevocably appoints Mortgagee its attorney to sign on behalf of Mortgagor any and all necessary forms and drafts or checks to accomplish said purpose; the Mortgagee at its discretion may either apply such proceeds against the debt secured hereby or release such portion of the proceeds to the mortgagor as is necessary to restore the premises to their prior condition insofar as is practicable upon such terms and conditions as the Mortgagee deems appropriate, and apply the balance thereof, if any, to the debt secured hereby; provided, however, that if any insurer of the premises denies liability, the Mortgagor shall not be relieved of its obligation to restore the premises;

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- (9) if the Mortgagor shall default in the performance or observance of any covenant or agreement herein or in said note contained, the Mortgagee may apply toward the debt secured hereby any deposit, payment, or any sum due from the Mortgagee to the Mortgagor without first enforcing any other rights of the Mortgagee against the Mortgagor or against any endorser or guarantor of the note secured hereby or against the premises; it is expressly agreed that Mortgagee may commence any action against the makers and/or guarantors of the note secured hereby without waiving its rights to proceed against the above described real estate or personal property.
- (10) if there shall be a foreclosure sale, Mortgagee shall be entitled to retain one percent (1%) of the purchase money, in addition to the other costs and expenses allowed by statute and this mortgage, as liquidated damages; if a bill to redeem is brought by Mortgagor after foreclosure proceedings have been begun, Mortgagor shall reimburse Mortgagee for all costs and expenses, including reasonable attorneys' fees, incurred in such foreclosure proceedings and in defending such bill whether or not redemption is had; if bankruptcy or other proceedings affecting Mortgagor involve Mortgagee's interest under this mortgage, Mortgagor shall reimburse Mortgagee for all costs and expenses, including reasonable attorneys' fees, incurred by Mortgagee in protecting its interest in such proceedings; if foreclosure proceedings are begun because of Mortgagor's default hereunder and are subsequently terminated prior to a foreclosure sale for any reason whatsoever, including, but not limited to, termination caused by bankruptcy proceedings affecting Mortgagor, redemption, or agreement of the parties, Mortgagee shall be entitled to all costs and expenses incurred in connection with such proceedings, including reasonable attorneys' fees; if Mortgagee enters into possession of said premises because of Mortgagor's default hereunder, Mortgagor shall reimburse Mortgagee for all costs and expenses incurred in the care and management of the property and in defending any action brought by Mortgagor arising out of Mortgagee's possession or if the Mortgagee shall become involved in any action or course of conduct with respect to the premises, or other security for the debt secured hereby, in order to protect its interest therein, including without limitation, the Mortgagee's commencement and prosecution of fore-

- closure proceedings, its involvement in bankruptcy proceedings concerning the Mortgagor, the Mortgagee's entering into possession of the premises, the Mortgagee's taking care and management thereof; or its defending or participation as a party in any action at law or in equity brought by the Mortgagor or any other person or organization with respect to the premises or the promissory note or other security for the debt secured hereby, the Mortgagor shall reimburse the Mortgagee for all charges, costs and expenses reasonably incurred by the Mortgagee in connection therewith, including without limitation reasonable attorneys' fees and, with respect to any possession by mortgagee, an additional reasonable fee to compensate the Mortgagee for overhead and personnel salaries and wages attributable to undertaking such actions or conduct;
- (11) that at any foreclosure sale of the premises, the premises and any combination or all of the other security for the debt secured hereby may be offered for sale for one total price, and the proceeds of such sale may be accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, the Mortgagor hereby waiving the application of any doctrine of marshalling; and the Mortgagee may, in the exercise of the power of sale herein given, sell the premises and said other security in parts or parcels, said sales may be held from time to time, and the power shall not be fully executed or exhausted until all of the premises and said other security not previously sold shall have been sold; if surplus proceeds are realized from a foreclosure sale, the Mortgagee shall not be liable for any interest thereon pending distribution of such proceeds by the Mortgagee;
- (12) to notify the Mortgagee promptly of the existence of and the exact details of any other security interest in the premises, now existing or hereafter arising, to make all payments that become due to any secured party having such security interests, at the request of the Mortgagee to assign to the Mortgagee all its right, title and interest in and to any and all agreements evidencing such security interest covering any of said security, and the Mortgagor hereby grants the Mortgagee full power and authority as attorney irrevocable of the mortgagor to make, execute, acknowledge and deliver such assignments. The Mortgagor represents that no security interest

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presently exists in any of said security except as has heretofore been disclosed in writing to the Mortgagee and except with respect to the first Mortgage granted immediately prior hereto to the Charlestown Savings Bank; Mortgagor further agrees that if Mortgagor shall default in making any such payments, Mortgagee may (but shall not be obligated) pay the entire balance due to such secured party and add the amount so paid to the mortgage indebtedness secured by this mortgage.

- (13) that the Mortgagee shall be entitled, and hereby is irrevocably authorized, (but shall not be obligated), after 10 days written notice to Mortgagor (except in cases of an emergency or critical nature in which event no such notice shall be required), to cure any default of the Mortgagor hereunder, and/or to make any payment required of Mortgagor hereunder when due, and said Mortgagee shall be reimbursed by the Mortgagor for all such payments and any and all reasonable costs, charges and expenses including without limitation reasonable attorneys' fees, incurred in connection therewith, and that all sums for which the mortgagee may be entitled to reimbursement shall be added to the principal sum of the debt secured hereby, shall earn interest at the rate set forth in said note, shall be secured by this mortgage, and shall be payable on demand of the mortgagee, whether or not the remaining principal balance of said note has been declared due and payable;
- (14) that if foreclosure proceedings under any junior mortgage or any junior lien of any kind on the within described premises, or any part thereof, should be instituted, or in the event of any levy or sale upon execution or other proceeding of any nature whereby the owner of said premises shall be deprived of owner's title or right of possession to said premises or any part thereof, then in either event, Mortgagee may, at its option, immediately declare the entire debt and note secured by this mortgage due and payable and start foreclosure or such other proceedings as may be necessary to protect its interest in the premises.
- (15) in the event the legal or beneficial ownership of said premises, or any portion thereof or interest therein, becomes vested in anyone other than the Mortgagor, the entire mortgage debt shall, at the option of the Mortgagee, become immediately

due and payable upon demand together with all prepayment charges to which the Mortgagee would be entitled under said note or by law if said note were paid in full at the time of demand. In the event the ownership of said premises, or any part thereof, changes, the Mortgagee may, without notice to the mortgagor, deal with the Mortgagor's successor or successors in interest with reference to the mortgage and the debt secured hereby in the same manner as with the Mortgagor without in any way vitiating or discharging the Mortgagor's liability or obligations with respect to this mortgage or the debt secured hereby. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee or extension of time for the payment of the debt secured hereby or any other indulgence given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor, nor the priority of this mortgage either in whole or in part, notice of such forbearance, extension or other indulgence being hereby expressly waived.

- (16) that the Mortgagor shall not:

(a) create or permit to be created any encumbrance to attach to the premises.

(b) if the Mortgagor is a corporation, liquidate or dissolve or permit its liquidation or dissolution; if the Mortgagor is a trustee or trustees, terminate or dissolve or permit its or such trusts termination or dissolution;

(c) file or allow to be filed against Mortgagor a petition or application under any state or federal bankruptcy, insolvency or debtor's relief law, nor consent to an assignment or composition for the benefit of the Mortgagor's creditors, nor consent to appointment of a receiver for any of the Mortgagor's property.

- (17) if this mortgage is at any time subject or subordinate to another mortgage, the Mortgagor shall not modify, amend, or extend such prior mortgage, or the debt or other obligation secured thereby, without the consent of the Mortgagee (notwithstanding anything herein to the contrary, this Mortgage, and all rights of the Mortgagee hereunder, is subordinate to that certain Mortgage and Security

Agreement from Mortgagor to the Charlestown Savings Bank dated October 1, 1980, recorded with the Middlesex South District Registry of Deeds prior hereto and to all advances made pursuant to said Mortgage and Security Agreement, whether past or future advances); any default under said prior mortgage or the obligations secured thereby shall be a default hereunder, and the Mortgagee shall be entitled but not obligated to cure said default, as provided in Paragraph (13) hereof; a waiver by the holder or holders of the aforesaid prior mortgage of any term or breach or default of any condition therein shall not be binding upon the holder or holders hereof.

- (18) any notice, demand or other communication from the Mortgagee to the Mortgagor shall be deemed satisfactorily given upon depositing the same in writing in the United States Mail by postage prepaid, registered or Certified Mail, Return Receipt Requested, addressed to the Mortgagor (or any one of them if there be more than one) at the Mortgagor's latest address in the mortgage records maintained by the Mortgagee.

Except as otherwise provided in this mortgage, in the event of any breach in the obligations, covenants, conditions or agreements contained in this mortgage remaining uncured for a period in excess of thirty (30) days (except that no grace period shall be permitted for a default under Section 16(c) above) or any breach in the obligation, covenants, conditions or agreements in any other instrument given in connection with and/or to secure the note and debt secured hereby, remaining uncured after the expiration of any applicable grace periods such breach shall constitute a default hereunder, or in the event any security interest, lien or encumbrance shall be created in the Premises or any part thereof by operation of law or otherwise, except with consent of Mortgagee, or in the event any foreclosure of a junior mortgage or junior lien shall be instituted or in the event any levy or sale upon execution or other proceedings of any nature shall occur whereby the owner of the Mortgaged Premises shall be deprived of owner's title or right of possession to the Mortgaged Premises or any part thereof; or any license or permit to operate the business conducted on the Mortgaged Premises, by Mortgagor is suspended or revoked and such suspension or revocation is not terminated within 30 days; or Mortgagor, after becoming aware of any such change shall fail to promptly notify Mortgagee in writing of any change required by any federal, state, county or municipal authority with respect to the Mortgaged Premises, including without limitation structural and use changes or if any involuntary proceedings shall be commenced against Mortgagor under any state or federal bankruptcy, insolvency or debtor's relief law, the entire debt secured hereby,

together with all prepayment charges to which the Mortgagee would be entitled under said Note or by law if said note were prepaid in full at the end of said thirty-day period, shall become immediately due and payable at the option of the Mortgagee, and the Mortgagee shall have the Statutory Power of Sale as hereinafter provided.

In the event that the Mortgagor desires to obtain a discharge of the within mortgage prior in time to when the debt secured hereby has been paid in full, the holder hereof hereby agrees to execute a discharge of this mortgage upon the condition that the Mortgagor, prior to the execution of any such discharge, delivers to the holder hereof a savings bank passbook in the joint names of the Mortgagor and the holder hereof in a Massachusetts savings bank and into which the Mortgagor has deposited a sum equal to the outstanding balance of the note secured hereby together with a sum equal to the amount of interest to be accrued thereon at the rate of interest provided in the note secured hereby or delivers to the holder hereof an irrevocable letter of credit in the same amount as aforesaid and upon such other terms and conditions as are reasonably satisfactory to the holder hereof.

The undersigned Trustees---Mortgagors warrant and represent that they are the record owners of the premises secured hereby and that they have been authorized and empowered to execute this mortgage and the note secured hereby and that said mortgage and note secured hereby are valid, binding, effective and legally enforceable.

In the case that any provision of the note secured hereby, this mortgage, or any other instrument executed by any person or organization in connection herewith shall be found unenforceable or invalid for any reason the enforcement of any other provision hereof shall not be impaired thereby, and such provision shall be deemed modified to the extent necessary to be enforceable or if such modification is not practicable, shall be deleted from this mortgage.

Any breach in the Mortgagor's covenants and agreements contained in any other instrument given to secure the Note and debt secured herein, including without limitation, a construction loan agreement, guaranty, conditional assignment of rents, pledge agreement, security agreement, or real estate mortgage, shall constitute a default hereunder for which default Mortgagee shall have the Statutory Power of Sale as hereinafter provided. The affidavit of Mortgagee in connection with any foreclosure or sale that such a breach has occurred shall be binding and conclusive upon the Mortgagor and may be relied upon by any purchaser.

BK 14092 PG 554

A breach or default of any condition of any prior mortgage or mortgages, or Security Agreement and/or Financing Statements, or the note or notes secured thereby, continuing for five (5) days covering said premises, shall have the same force and effect as and constitute a breach of the conditions of this Mortgage Deed-Security Agreement at the option of the holder or holders hereof, and a waiver by the holder or holders of the aforesaid prior mortgage of any term or breach or default of any condition therein, shall not be binding upon the holder or holders hereof.

The awards of damages on account of any condemnation for public use or injury to the Mortgaged Premises shall be paid to Mortgagee; such awards shall, at the option of Mortgagee, be applied to or toward the indebtedness secured hereby in such order as Mortgagee may determine, or if Mortgagee shall require restoration of that part of the Mortgaged Premises which remains, Mortgagee shall release to Mortgagor such awards paid to it upon such conditions as Mortgagee may prescribe, but not more than such portion of such awards as may be required to repair such damage or injury; and any balance remaining shall be applied by Mortgagee to or toward the indebtedness secured hereby in such order as Mortgagee may determine.

This mortgage is upon the STATUTORY CONDITION and upon the further condition that all covenants and agreements of Mortgagor herein and in said Note contained shall be kept and fully performed, and upon any breach of the same Mortgagee shall have the STATUTORY POWER OF SALE and as to the personal property all the remedies of a secured party under the Uniform Commercial Code as now in effect in the Commonwealth of Massachusetts including the option to proceed as to both the real property and personal property under the law relating to foreclosure of real estate mortgages, and such further remedies as from time to time may hereafter be provided in Massachusetts for a Secured Party, and upon the further condition that all rights of Mortgagee under this Mortgage and Security Agreement as to the personal property and the real property may be exercised together or separately.

In exercising its power of sale under this instrument, Mortgagee may sell the personal property or any part thereof, either separately from or together with the real property or any part thereof, either as one unit or in such separate units, all as Mortgagee may in its discretion elect; and may so sell the Mortgaged Premises or any part thereof either separately from or together with the whole or any part of other collateral which may constitute security for any obligation secured by the Mortgaged Premises, also as Mortgagee may in its discretion elect, Mortgagor hereby waiving the application of any doctrine of marshaling. In case Mortgagee elects to sell the Mortgaged Premises in parts or parcels, said sales may be held from time to time, and the power shall

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not be exhausted until all of the Mortgaged Premises not previously sold shall have been sold. In the event of any separate sale of personal property, Mortgagee will give to Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other intended disposition thereof is to be made, and such requirement of reasonable notice shall be met if such notice is mailed postage prepaid to the address of Mortgagor as provided in this Mortgage and Security Agreement at least five (5) days before the time of the sale or other disposition.

Concomitant with the execution of this Mortgage, the Mortgagor has executed a certain note and Mortgage to the Charlestown Savings Bank dated October 1, 1980 and the Mortgagee, at the request of the Mortgagor, hereby acknowledges that this Mortgage is and shall be subordinate to the lien of said Mortgage and the note secured thereby (and all past or future advances thereunder) to the aforesaid Charlestown Savings Bank.

In consideration of the Mortgagee's acknowledgement of subordination to the aforesaid lien of the Charlestown Savings Bank, the Mortgagor covenants and agrees and warrants and represents as follows:

1. All proceeds of the loans from the Charlestown Savings Bank shall be used solely and exclusively for the construction of an office/industrial building upon the within described premises and for the purchase of said premises.
2. That the Mortgagor will, upon the request of the Mortgagee, furnish to said Mortgagee copies of all plans and specifications, drawings, permits and any and all other documents which may exist in connection with the proposed erection and construction of said office/industrial building.
3. Mortgagor hereby further covenants and agrees that the Mortgagee shall have at all reasonable times, during the life of this Mortgage, the right to enter upon the premises, to inspect construction and activities occurring thereupon, and to examine plans and specifications in connection therewith.

In the event of breach or default of any of the provisions of the aforesaid provisions of this Mortgage, continuing after 10 days after written notice, the holder hereof shall have the option to declare the entire balance of the principal sum and accrued interest thereon secured hereby immediately due and payable; the right to take immediate possession of the premises secured hereby; and to do and to take and avail itself of every other remedy and/or right provided by law.

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* and the Conditional Assignment of Rents.

AND Conditional Assignment of Rents

** and provided further that simultaneously with such refinancing, a new Mortgage Deed-Security Agreement upon the same terms and conditions as herein shall be executed, acknowledged and recorded immediately with the new first mortgage to secure performance of the original purchase money note secured hereby, all to the effect that said substituted Mortgage Deed-Security Agreement shall at the time of said refinancing be junior in lien only to the new first mortgage and note secured thereby and to other related matters to which this mortgage is now subject.

pertaining to Title

Conditional Assignment of Rents if any.

conditional assignment of rents

By accepting this Mortgage, the mortgagee agrees upon request of Mortgagor to lift and subordinate ~~THIS MORTGAGE~~ ^{AND} to any new bank first mortgage placed on said premises to replace the existing first mortgage; provided that such new first mortgage is for an amount not exceeding \$2,000,000 and the Mortgagor pays simultaneously therewith (on account of principal on the note secured hereby) an amount equal to 10% of the amount, if any, by which the original principal amount of such new mortgage exceeds \$1,390,000 and further provided that Mortgagee has not theretofore accelerated the note secured hereby for breach thereof and provided further that no default exists hereunder and that all costs and expenses incurred by the holder hereof in connection therewith, including reasonable attorneys' fees, shall be paid by the Mortgagor. ^{DISCHARGE}

The word "Mortgagor" as used herein means the Mortgagor named herein, whether one or more persons, trustees or corporations and also means any subsequent owner or owners of the equity of redemption of the mortgaged premises, and all of the covenants and agreements of Mortgagor, herein contained shall be binding upon the Mortgagor, and the heirs, executors, administrators, successors and assigns and shall be joint and several if more than one person constitutes the Mortgagor. The word "Mortgagee" as used herein means the Mortgagee named herein and any subsequent holder or holders of this mortgage.

WITNESS the execution hereof under seal this 6th day of October, 1980.

* See page 15a
** See page 15a

Frank T. Soracco
FRANK T. SORACCO, Trustee
and not personally
Stanley C. Berger
STANLEY C. BERGER, Trustee
and not personally

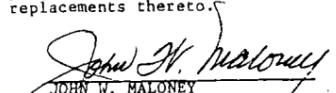
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. October 6, 1980

Then personally appeared the above-named FRANK T. SORACCO AND STANLEY C. BERGER and acknowledge the foregoing instrument to be their free act and deed as Trustees aforesaid before me,

Florence Malone
Notary Public
My Commission Expires 11/7/86

The Mortgagee joins in the execution hereof only for the purpose of securing the benefits of a Security Agreement pursuant to the provisions of the Uniform Commercial Code as amended covering all personal property, equipment, appliances, furniture and fixtures of the Mortgagor described in the within Mortgage Deed Security Agreement, together with any additions, substitutions or replacements thereto.


JOHN W. MALONEY
Trustee of Arlex Realty Trust

SCHEDULE A

Schedule A to Mortgage dated October 6, 1980 by Frank T. Soracco and Stanley C. Berger, Trustees of CIB Realty Trust as Mortgagors and John W. Maloney, Trustee of Arlex Realty Trust as Mortgagee.

The within mortgage pertains to and covers the following described land in Woburn, Middlesex County, Massachusetts together with any and all improvements, now or hereafter situated thereon; said premises being sometimes referred to as 215 Salem Street, Woburn, Mass.:

The following described parcels of land, situated in said Woburn, bounded and described as follows:

PARCEL 1: A certain parcel of land, being shown as Lots 34, 35, 36, 37, 38 and 39 on a plan of land entitled "Plan of Land in Woburn, belonging to Daniel West", dated June 21, 1853, and recorded with Middlesex South District Deeds in Record Book 573, Page 573 and together bounded and described as follows:

Northerly by Lot 40 on said plan, one hundred thirty (130) feet;

Easterly by a private way shown on said plan and known as West Street, three hundred (300) feet;

Southerly by Lot 33 on said plan, one hundred fifty-four (154) feet; and

Westerly by land now or formerly of James S. and Frank H. Murray, three hundred (300) feet.

Together containing 42,600 square feet of land, more or less.

PARCEL 2: Another certain parcel of land, with the buildings thereon, bounded and described as follows:

Beginning at the northeasterly corner of the premises on the southerly side of Salem Street at land now or formerly of A. J. Hall; thence the line runs southerly by the land last named and other land of Francis H. and James S. Murray, being parcel #1 hereinabove described, about five hundred forty-nine (549) feet to the wall at land formerly of Daniel Ayer; thence westerly, southwesterly and westerly again by said land formerly of said Ayer, land now or formerly of Daniel Bradley, and land now or formerly of Sherman Converse to Wood Street; thence northerly by and with said Wood Street, five hundred seven (507) feet to said Salem Street; thence easterly by and with said Salem Street to the point of beginning.

Meaning and intending to convey and hereby conveying all of the aforesaid premises as said premises are shown on a "Plan of Land in Woburn, Mass." (Middlesex County) Scale: 1 IN = 40 FT dated August 20, 1979, Miller & Nylander Co., Registered Land Surveyors, which said plan has been recorded with said Middlesex South Registry of Deeds as Plan No. 989 of 1979 in Book 13778, Page 27 and hereby further conveying all of the fee and soil in all streets and ways, whether public or private, abutting said premises to the extent that the same may be conveyed.

Said premises are conveyed subject to and with the benefit of restrictions and easements of record if any there be and only insofar as the same are now in force and applicable.

Said premises are also conveyed subject to a first mortgage to the Charlestown Savings Bank dated October 1, 1980 and recorded herewith.

For our title see Deed of John W. Maloney, Trustee of Arlex Realty Trust recorded prior hereto.

001-860 PG 212 324 13 25

113.25

CONDITIONAL ASSIGNMENT OF RENTS

THIS AGREEMENT, entered into this 6th day of October, 1980 between Frank T. Soracco and Stanley C. Berger, Trustees of CIB Realty Trust under a Declaration of Trust dated July 21, 1980, recorded with Middlesex South District Registry of Deeds in Book 14015, Page 497, of Main Street, Reading, Massachusetts (hereinafter referred to as "Borrower") and JOHN W. MALONEY, TRUSTEE OF ARLEX REALTY TRUST, under Declaration of Trust dated August 24, 1979 and recorded with Middlesex South District Registry of Deeds in Book 13778, Page 019 and with an usual place of business at 275 Massachusetts Avenue, Lexington, Middlesex County, Massachusetts (hereinafter referred to as "Lender"),

WITNESSETH:

Reference is made to a promissory note of even date herewith in the principal sum of --- TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) --- from the Borrower as maker to the Lender as payee and to the mortgage of even date securing said note covering premises situated at 215 Salem Street, Woburn, Middlesex County, Massachusetts and to any and all agreements and documents executed by Borrower with respect thereto (all of which are sometimes referred to as the "Instruments").

The Lender, as a condition to granting the mortgage loan, has required the execution of this Assignment of the rentals of the mortgaged premises and other contractual rights, pertaining thereto.

ADMIN. REFERENCE REQUESTED
BOOK 14092 PAGE 541

In order further to secure the payment of said indebtedness of the Borrower to the Lender, and in order further to secure the obligations of the Borrower under the Instruments and in consideration of the making of the loan represented by the said mortgage and the note secured thereby, the Borrower does hereby sell, assign, transfer and set over unto the Lender (i) all of the rents (including without limitation, security deposits and rents from any license, use permit or concession), issues and profits (hereinafter collectively referred to as "rents") of the mortgaged premises, whether under existing leases, licenses, tenancies or occupancies of any sort or under any of the same hereafter arising (of which Borrower agrees to give Lender prompt written notice); and (ii) all of the Borrower's contractual rights now existing or hereafter arising between Borrower and any such tenant, license, or occupant with respect to the mortgaged premises. This Assignment shall become operative, at the option of the Lender, upon any default by the Borrower under the terms of said mortgage, the note secured thereby, or the instruments continuing after any applicable grace period and shall remain in full force and effect so long as any such default continues, it being understood that Borrower may collect and enjoy the rents until such default.

The Borrower hereby authorizes the Lender, its employees or agents, at its option, after the occurrence of a default as

aforesaid to enter upon the mortgaged premises and to collect, in the name of the Borrower or in its name as assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as the rents thereafter accruing and becoming payable during the period of the continuance of any default; the Borrower further agrees that the Borrower will facilitate in all reasonable ways the Lender's collection of said rents, and will, upon request by the Lender, execute a written notice to each tenant directing the tenant to pay rent to the Lender.

Borrower also authorizes Lender, its employees or agents, at its option after such default, to enforce all such contractual rights as may have been assigned hereby, and Borrower hereby irrevocably appoints Lender its attorney in fact, coupled with an interest, to do all acts pertaining hereto in its place and stead.

The Borrower also hereby authorizes the Lender, its employees or agents, upon such entry, at its option, to take over and assume the management, operation and maintenance of the mortgaged premises, and in connection therewith to perform all acts and to expend such sums out of the income of the mortgaged premises, as the Lender may deem advisable, in the same manner and to the same extent as the Borrower might do, including the right to enter into new leases, to cancel or surrender existing leases, to alter or amend the terms of

existing leases, to renew existing leases, or to make concessions to tenants; the Borrower hereby releasing all claims against the lender arising out of or in connection with such management, operation and maintenance, excepting the liability of the Lender to account as hereinafter set forth.

The Lender shall, after payment of all costs and expenses, including reasonable attorney's fees and reasonable compensation to itself or to such managing agent as it shall in its sole judgment select and employ, and after the accumulation of all proper reserves (including without limitation reserves for taxes, assessments, utilities and fire and liability insurance), credit the net amount of income received by it from the mortgaged premises by virtue of this Assignment, to any amounts due and owing to it by the Borrower under the terms of the mortgage, the note secured thereby and the instruments, but the manner of the application of such net income and what items shall be credited, shall be determined in the sole discretion of the Lender. The Lender shall not be accountable for more monies than it actually receives from the mortgaged premises; nor shall it be liable for failure to collect rents or enforce other obligations. The Lender shall make reasonable effort to collect rents, reserving, however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted.

In the event, however, that the Borrower shall re-instate the mortgage loan completely in good standing, having complied with all the terms, covenants and conditions of the said mortgage and the note secured thereby, and having cured any default in the performance of its obligations under the Instruments, then the Lender, within one month after receipt of demand in writing, shall redeliver possession of the mortgaged premises to the Borrower, who shall remain in possession unless and until another default occurs and which remains uncured after any applicable grace period, at which time the Lender may, at its option, again take possession of the mortgaged premises under authority of this instrument.

The Borrower hereby covenants and warrants to the Lender that (except to the Charlestown Savings Bank) neither the Borrower nor any previous owner has executed any prior assignment or pledge for the rentals of the mortgaged premises or any other rights hereby assigned nor any prior assignment or pledge of the landlord's interest in any lease of the whole or any part of the mortgaged premises. The Borrower also hereby covenants and agrees not to collect the rents of the said mortgaged premises in advance, other than such payments as are required to be paid in advance by the terms of any rental agreement, and further agrees not to do any other act which would destroy or impair the benefits to the Lender of this Assignment.

The Lender shall not be obligated to perform or discharge, nor does it undertake hereby to perform or discharge, any obligation, duty or liability under the leases or any of them, and the Borrower shall and does agree to indemnify and hold the Lender harmless from and against any and all liability, loss or damage which it may or might incur under the leases or under or by reason of this Assignment, and from and against any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to be performed or discharged under or arising out of any of the terms, covenants or conditions contained in the leases or any of them; and should the Lender incur any such liability, loss or damage under the leases or any of them or under or by reason of this Assignment, or in the defense of any such claims or demands, the Borrower shall immediately, upon demand, reimburse the Lender for the amount thereof, including costs, expenses and reasonable attorneys' fees.

It is not the intention of the parties hereto that an entry by the Lender upon the mortgaged premises under the terms of this instrument shall constitute the said Lender a "mortgagee in possession" in contemplation of law, except at the option of the Lender expressed in writing.

This assignment shall remain in full force and effect as long as the mortgage debt to the Lender remains unpaid in whole or in part.

The provisions of this instrument shall be binding upon the Borrower and the Borrower's legal representatives, successors or assigns and shall inure to the benefit of the Lender and its successors or assigns. The word "Borrower" shall be construed to mean any one or more persons or parties who are holders of the legal title or equity of redemption to or in the mortgaged premises.

It is understood and agreed that a full and complete release of the said mortgage shall operate as a full and complete release of all the Lender's rights and interest hereunder, and that, after said mortgage has been fully released, this instrument shall be void and of no further effect.

This Conditional Assignment of rents and the rights of the Lender hereunder is subject to and subordinate to a prior Conditional Assignment of Rents from the Borrowers to the Charlestown Savings Bank of ~~seven days~~ dated October 1, 1980.

WITNESS the execution hereof under seal as of the day and year first above written.

Frank T. Soracco
 Frank T. Soracco
 Trustee of CIB Realty Trust
 but not individually

Stanley C. Berger
 Stanley C. Berger
 Trustee of CIB Realty Trust
 but not individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

October 6, 1980

Then personally appeared the above-named Frank T. Soracco and Stanley C. Berger and acknowledged the foregoing instrument to be their free act and deed, before me

Florence Maloney
 Notary Public
 My Commission expires: 11/7/84



UNRECORDED IN 14431 397

BK14092 PG568

The FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name, First and address): SORACCO, FRANK T. BERGER, STANLEY C. TRUSTEES OF CIB REALTY TRUST 80 Main Street Reading, MA 01867	2. Secured Party(ies) and address(es): JOHN W. MALONEY, TRUSTEE ARLEX REALTY TRUST 275 Massachusetts Avenue Lexington, MA. 02173	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office): 01-8-80 P.M. 2:12 32562-445.00
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4. This financing statement covers the following type(s) of property:
All of the personal property, fixtures and equipment owned by the Debtors located on the premises known and numbered 215 Salem Street, Woburn, Middlesex County, Massachusetts, together with and not in limitation of any other provisions of this instrument, all equipment (as defined in the Uniform Commercial Code), appliances, furnishings, and fixtures and personal property now or hereafter placed on the above-described premises or used in connection therewith and the proceeds therefrom.

5. Assignee(s) of Secured Party and address(es):

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional sheets presented.

CIB REALTY TRUST
By: Frank T. Soracco
Stanley C. Berger

ARLEX REALTY TRUST
By: John W. Maloney

Filed with Middlesex So. District
Registry of Deeds
City Clerk, City of Woburn
Town Clerk, Town of Reading

STANDARD FORM - FORM UCC-1. (For Use in Most States)

UCC-880 FH 215 32562-445.00

15 BK14092 PG569

THE COMMONWEALTH CO-OPERATIVE BANK

of Boston, Suffolk County, Massachusetts, holder of a mortgage
 from Arthur P. Keohane and Rose M. Keohane, husband and wife as tenants by the
 entirety, both
 to the said The Commonwealth Co-operative Bank
 dated July 26, 1962
 recorded with Middlesex County Registry (So. District) of Deeds
 Book 10086 , Page 476 acknowledge satisfaction of the same

In witness whereof, the said The Commonwealth Co-operative Bank has caused its
 corporate seal to be hereto affixed and these presents to be signed in its name and behalf by
 John A. Maturo
 its Treasurer this first day of October A.D. 19 80



The Commonwealth Co-operative Bank
 by
 John A. Maturo
 John A. Maturo
 Treasurer

The Commonwealth of Massachusetts
 Suffolk, ss. Boston, Massachusetts, October 1, 19 80
 Then personally appeared the above-named John A. Maturo
 and acknowledged the foregoing instrument to be the free act and deed of The Commonwealth Co-operative
 Bank, before me.



Notary Public: [Signature]
 My commission expires October 23, 19 81

BK 13778 PG 018
FORM M-792

ew 5
THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF REVENUE
ESTATE TAX BUREAU, P.O. BOX 7023, BOSTON, MA 02204



CERTIFICATE RELEASING MASSACHUSETTS ESTATE TAX LIEN
(FILE IN TRIPLICATE WITH COPY OF RECORDED DEED.)

TO NAME OF APPLICANT ADDRESS (NO STREET) CITY OR TOWN, STATE AND ZIP CODE	Alice R. Murray	DECEASED'S FIRST NAME Francis	MIDDLE INITIAL H.	LAST NAME Murray
	10 Bow Street	PROBATE COURT Middlesex		DATE OF DEATH 11/22/76
	Woburn, Massachusetts 01801	BOOK AND PAGE 499 385		
		DECEASED'S (DOMICILE) AT TIME OF DEATH 10 Bow Street Woburn, Massachusetts		

This Certificate releases the lien of the Commonwealth of Massachusetts imposed by Chapter 65C of the General Laws, on the property described below (Full legal description).

PARCEL 1: A certain parcel of land, being shown as Lots 34, 35, 36, 37, 38 and 39 on a plan of land entitled "Plan of Land in Woburn, belonging to Daniel West", dated June, 21, 1853, and recorded with Middlesex South District Deeds in Record Book 573, Page 573 and together bounded and described as follows:
 NORTHERLY by Lot 40 on said plan, one hundred thirty (130) feet;
 EASTERLY by a private way shown on said plan and known as West Street, three hundred (300) feet;
 SOUTHERLY by Lot 33 on said plan, one hundred fifty-four (154) feet; and
 WESTERLY by other land of said James S. and Frank H. Murray, three hundred (300) feet.
 Together containing 42,600 square feet of land more or less.

PARCEL 2: Another certain parcel of land with the buildings thereon bounded and described as follows:
 Beginning at the Northeasterly corner of the premises on the Southerly side of Salem Street at land now or formerly of A.J. Hall, thence the line runs Southerly by the land last named and other land of Francis H. and James S. Murray, being parcel #1 hereinbefore described, about five hundred forty-nine (549) feet to the wall at land formerly of Daniel Ayer; thence Westerly, Southwesterly, and Westerly again by said land formerly of said Ayer, land now or formerly of Daniel Bradley, and land now or formerly of Sherman Converse to Wood Street; thence Northerly by and with said Wood Street, five hundred seven (507) feet to said Salem Street; thence Easterly by and with said Salem Street to the point of beginning.

Subject to restrictions and easement of record so far as the same are now in force and applicable.

Location of property 215 NUMBER Salem Street STREET Woburn, Ma. CITY OR TOWN 01801 ZIP CODE

As described by Deed dated April 4, 1957 and recorded in Middlesex South District REGISTRY OF DEEDS Book No. 9025 Page No. 289 or

As described by certificate of Title No. recorded in Registered Land Section for County

FOR DEPARTMENTAL USE ONLY

EXAMINER *M. Maden*

NUMBER 1009141

DATE 8-1-79

REV. 7-78

COMMISSIONER OF REVENUE

By *[Signature]*

Chief, Estate Tax Bureau

40M-12-78-103022-47

BK 13778 PG 019

DECLARATION OF TRUST
ESTABLISHING THE
ARLEX REALTY TRUST

The undersigned, John W. Maloney, of Lexington, Middlesex County, Massachusetts, hereby declares that any and all property and interest in property that may be acquired hereunder ("the Trust Estate"), shall be held in trust for the sole benefit of the beneficiaries for the time being hereunder, upon the terms herein set forth. The term "Trustee" wherever used herein shall mean the Trustee or Trustees named herein and such person or persons who hereafter are serving as Trustee or Trustees hereunder, and the rights, powers, authority and privileges granted hereunder to the Trustee shall be exercised by such person or persons subject to the provisions hereof.

1. The term "Beneficiaries" wherever used herein shall mean the beneficiary or beneficiaries listed in the Schedule of Beneficial Interests this day executed and filed with the Trustee, or in the revised Schedule of Beneficial Interests, if any, from time to time executed and filed with the Trustee. The Trustee shall not be affected by any assignment or transfer of any beneficial interest until receipt by the Trustee of notice that such assignment or transfer has in fact been made and a revised Schedule of Beneficial Interests shall have been duly executed and filed with the Trustee. Any Trustee may without impropriety become a beneficiary hereunder and exercise all rights of a beneficiary with the same effect as though he were not a Trustee. The trust hereby established may be referred to as the Arlex Realty Trust.

US EPA ARCHIVE DOCUMENT

AUG 31 79 AM 9:55 1235E 5.00

AUG 31 79 AM 9:55 1249E **12.00

2. The Trustee shall hold the principal of this Trust and receive the income therefrom for the benefit of the beneficiaries, and shall pay the income to the beneficiaries in proportion to their respective interests at least annually. The Trustee may open, maintain, and, at will, close out any checking and savings accounts and safe deposit boxes in any bank, banks, trust companies, federal savings and loan associations, and other banking, lending or other financial institutions; and the Trustee may deposit funds and other assets of the Trust in such institutions and such safe deposit boxes, and may disburse such funds on checks signed by the Trustee or by any person or persons authorized in writing by the Trustee so to do, and may withdraw such funds and other assets on instruments of withdrawal signed by the Trustee or by any person or persons authorized in writing by the Trustee so to do. Each such institution shall honor all checks and other instruments signed by such person or persons authorized by the Trustee so to sign, and permit such person or persons to have access to such safe deposit boxes; and such institutions may rely fully on the Trustee's signed authorization so to do, so filed by the Trustee with said institution.

3. Except as expressly provided in paragraphs 2 and 4 hereof, the Trustee shall have no power to deal in or with the Trust Estate except as directed by the beneficiaries. When, as, if and, to the extent specifically directed by the beneficiaries, the Trustee shall have full power and authority, which they shall exercise, to buy, deal in and manage real estate, improved or unimproved, to sell, convey, assign, mortgage or otherwise dispose of all or any part of the Trust Estate (including without limitation

the full power and authority to delegate to any person or persons acting singly or together with others and whether or not serving as a Trustee hereunder) full power and authority to sign checks, drafts, notes, bills of exchange, acceptances, undertakings and other instruments or orders for the payment, transfer or withdrawal of money for whatever purpose and to whomsoever payable (including those drawn to the individual order of a signer, and all waivers of demand, protest, notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed in the name of the Trust) and as lessor or a lessee to execute and deliver leases, and subleases, and to borrow money and to execute and deliver notes or other evidence of such borrowing and to grant or acquire rights or easements and enter into agreements or arrangements with respect to the Trust Estate. Any and all instruments executed pursuant to powers herein contained may create obligations extending over any periods of time including periods extending beyond the date of any possible termination of the trust; and the execution of all contracts, conveyances, transfers and all other instruments relating to the Trust Estate, or any part thereof, by one Trustee within ninety (90) days after he or she becomes the sole Trustee shall always be sufficient. Notwithstanding any provisions contained herein, no Trustee shall be required to take any action which will, in the opinion of such Trustee, involve him in any personal liability unless first indemnified to his satisfaction. Any person dealing with the Trustee shall be fully protected in accordance with the provisions of paragraph 6 hereof.

4. The Trust may be terminated at any time by the holder or holders of that percentage of the beneficial interests herein specified below by notice in writing to the Trustee and the other beneficiaries, if any, but such termination shall only be effective when a certificate thereof signed and acknowledged by the Trustee hereunder shall be recorded in the Registry of Deeds; and the Trust shall terminate in any event twenty (20) years after the death of the original Trustee above named. In case of any such termination, the Trustee shall transfer and convey the specific assets constituting the Trust Estate, subject to any leases, mortgages, contracts or other encumbrances on the Trust Estate, to the beneficiaries in proportion to their respective interests hereunder. The percentage of the beneficial interests required to terminate the Trust shall be not less than sixty (60%) percent.

5. Any Trustee hereunder may resign by written instrument signed and acknowledged by such Trustee and recorded in the Registry of Deeds. Succeeding Trustees to fill a vacancy caused by resignation or death may be appointed by an instrument or instruments in writing signed by the beneficiary, or a majority of the beneficiaries, as the case may be, whose interest or interests therein was or were represented by such Trustee who resigned or died as shown in the then applicable Schedule of Beneficial Interests, provided in each case that such instrument or instruments or a certificate by any Trustee naming the Trustee or Trustees appointed, and the acceptance in writing by the Trustee or Trustees appointed, shall be recorded in the Registry of Deeds. Upon the appointment of any succeeding Trustee, the

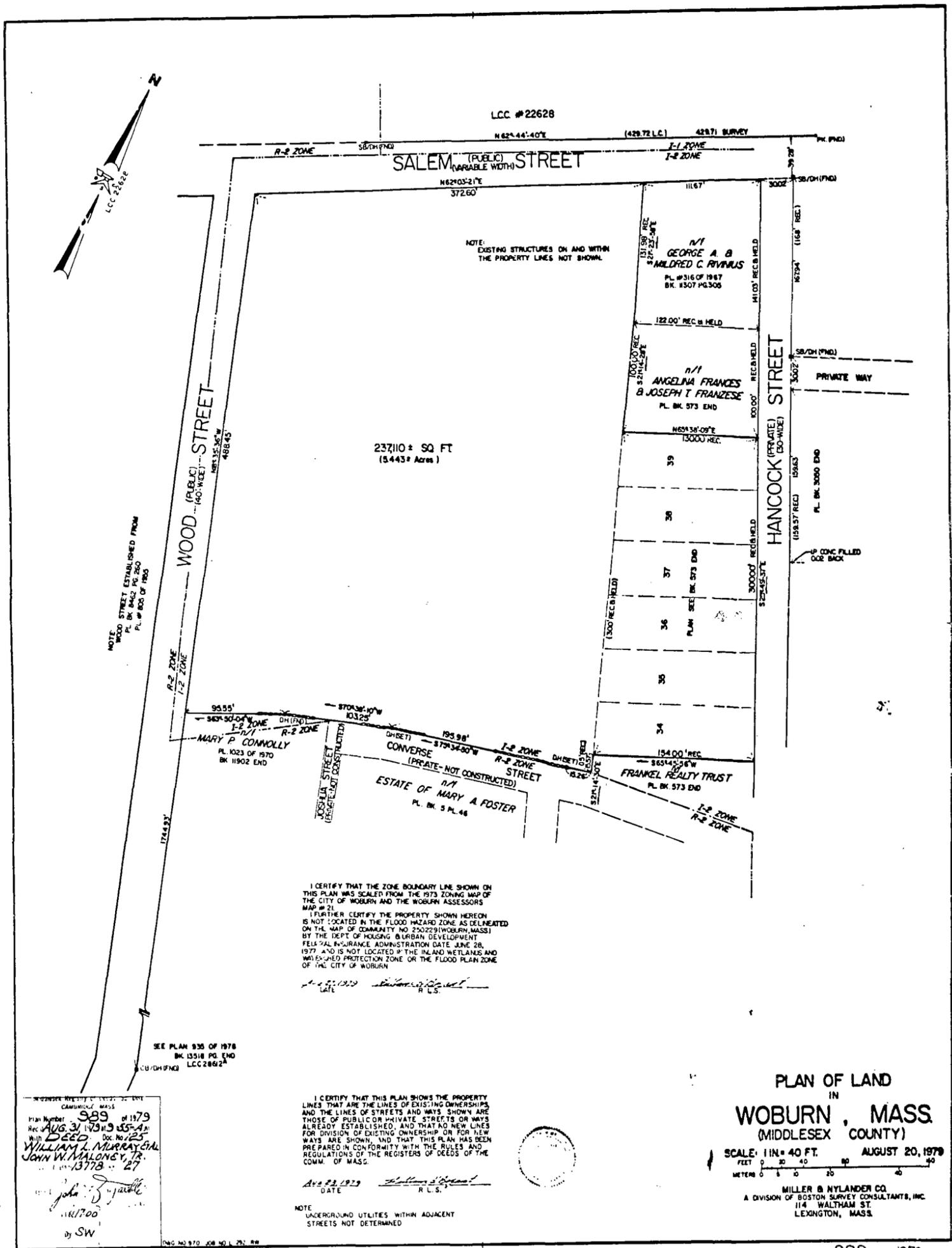
title to the Trust Estate shall thereupon and without the necessity of any conveyance be vested in said succeeding Trustee jointly with the remaining Trustee or Trustees, if any. Each succeeding Trustee shall have all the rights, powers, authority and privileges as if named as the original Trustee hereunder. No Trustee shall be required to furnish bond. This Declaration of Trust may be amended from time to time by an instrument in writing signed by the holder or holders of that percentage of the beneficial interests herein specified below and acknowledged by one or more of such Trustees or Beneficiaries, provided in each case that the instrument of amendment or a certificate by any Trustee setting forth the terms of such amendment shall be recorded in the Registry of Deeds. The percentage of the beneficial interests required to amend the Trust shall be not less than sixty (60%) percent.

6. No Trustee hereunder shall be liable for any error of judgment nor for any loss arising out of any act or omission in good faith, but shall be responsible only for his own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustee. No purchaser, transferee, pledgee, mortgagee or other lender shall be under any liability to see to the application of the purchase money or of any money or property loaned or delivered to any Trustee or to see that the terms and conditions of this Trust have been complied with. Every agreement, lease, deed, mortgage or other instrument or document executed or action taken by the sole Trustee or a majority of the persons appearing of record to be Trustees hereunder shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at

the time of the delivery thereof or of the taking of such action this Trust was in full force and effect, that the Trustee's execution and delivery thereof or taking of such action was duly authorized, empowered and directed by the beneficiaries, and that such instrument or document or action taken is valid, binding, effective and legally enforceable. Any person dealing with the Trust Estate or the Trustee may always rely without further inquiry on a certificate signed by any person appearing from the records of the Registry of Deeds to be a Trustee hereunder as to who is or are the Trustee or Trustees of the beneficiaries hereunder or as to the authority of the Trustee to act or as to the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Trustee or which are in any other manner germane to the affairs of the trust.

7. No sale, assignment, or transfer of any beneficial interest in the Trust, except to another beneficiary or to his or her issue or ancestors or to the executor, administrator, heirs or legatees of a deceased holder, may be made by any person holding a beneficial interest in the Trust, including executors, administrators, heirs and legatees of a deceased holder and any other person succeeding to a holder's interest herein, without first notifying the other holders in writing of his or their desire to sell, assign and transfer such interest and offering to sell the same to the other members in accordance with the terms of this paragraph 7. Such writing shall state the terms upon which such interest is proposed to be sold and the identity of the principal or principals to whom such interest is proposed to be sold, his or their addresses and all other terms and conditions of such proposed sale.

In the case of any such proposed sale of any such beneficial interest in the Trust, or any part thereof, the remaining holders of the beneficial interests shall have a period of ninety (90) days after receipt of such notice within which to purchase the same. If such offer is accepted by two or more of the holders of such beneficial interest, they shall purchase the entire interest so offered in proportion to their respective interests hereunder. If such offer is accepted by only one holder of a beneficial interest, he shall purchase the entire interest so offered. If none of the holders of such beneficial interest shall give written notice of his acceptance of such offer within said 90-day period, the person desiring to sell shall have the right to sell his interest or any part thereof, as the case may be, to the proposed buyer, provided such sale or transfer is made strictly in accordance with the terms of such written notice, within three months of the expiration of such 90-day period. Any holder electing to purchase any such interest of another holder shall have the election to pay the purchase price for such interest (a) by bank or certified checks, or (b) by such holder's promissory note payable in three equal annual installments on the first, second and third anniversaries of the note, each installment to be one-third (1/3) of the purchase price, with interest on the unpaid balance at an annual rate of interest equal to the discount rate of the Federal Reserve Bank of Boston as of the date such holder elects to purchase any such interest, which interest shall be paid annually in arrears on each anniversary of the note. If any holder elects to purchase any such interest by payment in installments as set forth in the



CAMBRIDGE MASS
 Plan Number **989** of 1979
 Rec'd **AUG 31 1979**
 With **DEED** Doc. No. **125**
WILLIAM L. MURRAY & CO.
JOHN W. MALONEY, JR.
 13778 - 27
 11/700
 by SW

I CERTIFY THAT THE ZONE BOUNDARY LINE SHOWN ON THIS PLAN WAS SCALED FROM THE 1973 ZONING MAP OF THE CITY OF WOBURN AND THE WOBURN ASSESSORS MAP # 21.
 I FURTHER CERTIFY THE PROPERTY SHOWN HEREON IS NOT LOCATED IN THE FLOOD HAZARD ZONE AS DELINEATED ON THE MAP OF COMMUNITY NO 250229 (WOBURN, MASS.) BY THE DEPT. OF HOUSING & URBAN DEVELOPMENT FEDERAL INSURANCE ADMINISTRATION DATE JUNE 28, 1977 AND IS NOT LOCATED IN THE INLAND WETLANDS AND WATERSHED PROTECTION ZONE OR THE FLOOD PLAN ZONE OF THE CITY OF WOBURN.
 1-1-79
 DATE

I CERTIFY THAT THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES OF EXISTING OWNERSHIPS AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN, AND THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMM. OF MASS.
 AUG 22 1979
 DATE

PLAN OF LAND
 IN
WOBURN, MASS
 (MIDDLESEX COUNTY)
 SCALE: 1 IN = 40 FT. AUGUST 20, 1979
 METERS 0 5 10 20 30 40 50
 MILLER & NYLANDER CO.
 A DIVISION OF BOSTON SURVEY CONSULTANTS, INC.
 114 WALTHAM ST.
 LEXINGTON, MASS.

PLAN NUMBER **989** OF 1979
 RECORDED, BOOK **13778** PAGE **22**

989 13778 PAGE 22
 SEE PLAN IN RECORD BOOK
 Address of Grantee: Post Office Box 515, Lexington, MA, 02173
 AUG 31 -79 AM 9:55 125 RE #1300

BK 13778 PG 026

preceding sentence, such holder shall execute a first pledge of all his interests in the Trust to secure said note and all other instruments necessary to perfect such pledge.

8. The term "Registry of Deeds" shall mean the Registry specified below, provided that if this Declaration of Trust is recorded or filed for registration in any other public office within or without the Commonwealth of Massachusetts, any person dealing with portions or all of the Trust Estate as to which documents or instruments are recorded or filed for registration in such other public office in order to constitute notice to persons not parties thereto may rely on the state of the record with respect to this Trust in such other public office, and with respect to such portions or all of the Trust Estate the term "Registry of Deeds" as used herein shall mean such other public office. As used herein the "Registry of Deeds" is the Middlesex County South Registry of Deeds.

WITNESS the execution hereof under seal by the undersigned this 24 day of August, 1979.

John W. Maloney
John W. Maloney

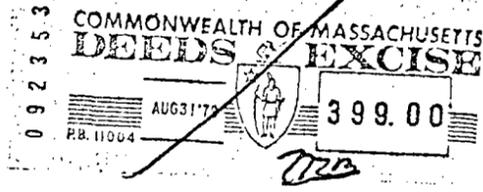
COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX August 24, 1979

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

[Signature]
Notary Public-Donald H. Katz
My commission expires:
November 20, 1981

F LAM
A
COURT AUG
NO
LANDER &
FIRM ST
MASS
889
2778 J

BK 13778 PG 028



Witness our hand^s and seal^s this 30th day of August 19 79

Edward L. Monahan to W.L.M. & H.M. William L. Murray W.L.M.
James H. Murray H.M.
Alice R. Murray Alice R. Murray

The Commonwealth of Massachusetts

Middlesex, ss.

August 30. 19 79

Then personally appeared the above named William L. Murray AND James H. Murray

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

Edward L. Monahan Notary Public

My Commission Expires Nov. 13, 19 81

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

Aug. 30 1979

Then personally appeared the above named Francis H. Murray, III and Alice R. Murray and acknowledged the foregoing instrument to be their free act and deed, before me

Leonard I. Singer, Notary Public

My commission expires: 12/20/79

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

US EPA ARCHIVE DOCUMENT

AUG 21 79 AM 9 55 122RE B00

BK 13778 PG 017

UNION NATIONAL BANK, holder of a mortgage
from James H. Murray, William L. Murray and Francis H. Murray, Jr.
to it
dated April 15, 1963
SOUTH
recorded with Middlesex District Registry of Deeds,
Book 10252, Page 424, acknowledges satisfaction of the same.

WITNESS its corporate seal and the signature of Raymond G. Trudel
its Asst. Vice President, this 6th day of March 19 73.

UNION NATIONAL BANK
By *[Signature]*
Assistant Vice-President
~~Assistant Cashier~~

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. Lowell, March 6, 19 73.

Then personally appeared the above named Raymond G. Trudel, *Asst. V.P.*
and acknowledged the foregoing instrument to be the free act and deed of said Union
National Bank, before me

*For authority see
L.C. Disc. 402716*

[Signature]
Bette G. Neofotistos, Notary Public
XXXXXXXXXXXXXXXXXXXX

My commission expires April 12, 1979.

6.00-0

SEP 19 57 AM 10:05 052RE***6.00

I, Margaret E. Murray,

of Woburn

, Middlesex County, Massachusetts,

being unmarried, for consideration paid, grant to James H. Murray of Lowell, William L. Murray of Woburn and Francis H. Murray, Jr. of Woburn, as tenants in common,

or

with quitclaim covenants
the following described parcels of
the land in the City of Woburn:

(Description and encumbrances, if any)

PARCEL 1: A certain parcel of land, being shown as Lots 34, 35, 36, 37, 38 and 39 on a plan of land entitled "Plan of Land in Woburn, belonging to Daniel West", dated June 21, 1853, and recorded with Middlesex South District Deeds in Record Book 573, Page 573 and together bounded and described as follows:

NORTHERLY by Lot 40 on said plan, one hundred thirty (130) feet;

EASTERLY by a private way shown on said plan and known as West Street, three hundred (300) feet;

SOUTHERLY by Lot 33 on said plan, one hundred fifty-four (154) feet; and

WESTERLY by other land of said James S. and Frank H. Murray, three hundred (300) feet.

Together containing 42,600 square feet of land more or less.

PARCEL 2: Another certain parcel of land with the buildings thereon bounded and described as follows:

Beginning at the Northeasterly corner of the premises on the Southerly side of Salem Street at land now or formerly of A. J. Hall, thence the line runs Southerly by the land last named and other land of Francis H. and James S. Murray, being parcel #1 hereinbefore described, about five hundred forty-nine (549) feet to the wall at land formerly of Daniel Ayer; thence West-erly, Southwesterly, and Westerly again by said land formerly of said Ayer, land now or formerly of Daniel Bradley, and land now or formerly of Sherman Converse to Wood Street; thence Northerly by and with said Wood Street, five hundred seven (507) feet to said Salem Street; thence Easterly by and with said Salem Street to the point of beginning.

Subject to restrictions and easement of record so far as the same are now in force and applicable.

Being the same premises conveyed to me by Deed of James S. Murray recorded in Book 8786, Page 337.

Consideration is less than one hundred dollars.

See Book 13778 Page 018
See Book 13814 Page 37E

Form 669
REV. JAN 1955

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE
CERTIFICATE OF RELEASE OF FEDERAL TAX LIEN
UNDER INTERNAL REVENUE LAWS
(To be used to Release Tax Liens under Section 6325(a), I.R.C. of 1954)

DISTRICT **MASSACHUSETTS** NO. **16968**

I hereby certify that as to the following-named taxpayer the requirements of Section 6325(a), Internal Revenue Code of 1954, have been satisfied with respect to the taxes enumerated below, together with all statutory additions provided by Section 6321; and that the lien for such taxes and statutory additions has thereby been released. The proper officer in the office where notice of internal revenue tax lien was filed on January 11, 1952 is hereby authorized to make notation on his books to show the release of said lien, insofar as the lien relates to the following taxes.

NAME OF TAXPAYER **Margaret E. Murray**
RESIDENCE OR PLACE OF BUSINESS **21 Eaton Avenue, Woburn, Mass.**

Leo Foster,
RESIDENCE OR PLACE OF BUSINESS **c/o Charles Mittenhouse & Company
75 Federal Street, Boston, Mass.**

NATURE OF TAX	ACCOUNT NO.	YEAR OR TAXABLE PERIOD	ASSESSMENT DATE	AMOUNT OF ASSESSMENT
Income	Aug 3-519027-1951	1947 Addl	Aug 1951	214.89
Income	Aug 3-519028-1951	1948 Addl	Aug 1951	4177.92
TOTAL				\$ 4392.81

Registry of Deeds
Middlesex County - Southern District
Cambridge, Mass.

WITNESS my hand at Boston, Massachusetts, on this, the 30th day of July, 19 56

[Signature]
Asst. DISTRICT DIRECTOR OF INTERNAL REVENUE BY (Signature) TITLE

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of this document. G.S.M. 26410, C.B. 1950-1, 125.)

Form 669
REV. JAN 1955

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE
CERTIFICATE OF RELEASE OF FEDERAL TAX LIEN
UNDER INTERNAL REVENUE LAWS
(To be used to Release Tax Liens under Section 6325(a), I.R.C. of 1954)

DISTRICT **MASSACHUSETTS** NO. **16969**

I hereby certify that as to the following-named taxpayer the requirements of Section 6325(a), Internal Revenue Code of 1954, have been satisfied with respect to the taxes enumerated below, together with all statutory additions provided by Section 6321; and that the lien for such taxes and statutory additions has thereby been released. The proper officer in the office where notice of internal revenue tax lien was filed on August 27, 1951 is hereby authorized to make notation on his books to show the release of said lien, insofar as the lien relates to the following taxes.

NAME OF TAXPAYER **Margaret E. Murray**
RESIDENCE OR PLACE OF BUSINESS **21 Eaton Avenue, Woburn, Massachusetts**

NATURE OF TAX	ACCOUNT NO.	YEAR OR TAXABLE PERIOD	ASSESSMENT DATE	AMOUNT OF ASSESSMENT
Income	Sept. 29-519025-1950	1943 Addl	Sept. 1950	348.07
Income	Sept. 29-519024-1950	1944 Addl	Sept. 1950	3,988.27
Income	Sept. 29-519023-1950	1945 Addl	Sept. 1950	10,194.52
Income	Sept. 29-519026-1950	1946 Addl	Sept. 1950	11,223.76
Income	Sept. 29-519027-1950	1947 Addl	Sept. 1950	6,846.82
Income	Sept. 29-519028-1950	1948 Addl	Sept. 1950	3,548.73
TOTAL				\$ 36,186.17

Registry of Deeds
Middlesex County - Southern District
Cambridge, Massachusetts

WITNESS my hand at BOSTON, MASSACHUSETTS, on this, the 30th day of JULY, 19 56

[Signature]
Asst. DISTRICT DIRECTOR OF INTERNAL REVENUE BY (Signature) TITLE

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of this document. G.S.M. 26419, C.B. 1953-1, 125.)

09-21-44 9:56 PM 12:14 ZOORE***228

DISCHARGE OF MORTGAGE

RECONSTRUCTION FINANCE CORPORATION, present owner and holder of two certain mortgages given by JAMES S. MURRAY and FRANCIS H. MURRAY, doing business under the firm name and style of MURRAY LEATHER COMPANY, to it, one dated April 20, 1935, and recorded with Middlesex South District Deeds, Book 5921, Page 423, and the other, dated July 22, 1940, and recorded with said Deeds, Book 6414, Page 23, hereby acknowledges satisfaction of the same.

IN WITNESS WHEREOF, said RECONSTRUCTION FINANCE CORPORATION has caused its corporate name to be subscribed by JOHN J. HAGERTY, its Attorney in Fact, acting herein under Power of Attorney dated March 19, 1937, and its corporate seal to be hereto affixed, this 21st day of September, 1944.

RECONSTRUCTION FINANCE CORPORATION

By John J. Hagerty
Attorney in Fact

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Boston, September 21, 1944

Then personally appeared the above named JOHN J. HAGERTY, its Attorney in Fact, and acknowledged the foregoing instrument to be the free act and deed of RECONSTRUCTION FINANCE CORPORATION, before me,

Edward G. Griffin
Notary Public

My commission expires December 23, 1944

US EPA ARCHIVE DOCUMENT

AUG -9-56 PM 12:14 201RE ***5.00

I, JAMES S. MURRAY, of Winchester, in the County of Middlesex and Commonwealth of Massachusetts, being unmarried, hereby release to MARGARET E. MURRAY, of Woburn in said County and Commonwealth, all my right, title and interest in an undivided one-half interest in and to the following described parcels of land in the City of Woburn, as follows:

Parcel 1: A certain parcel of land, being shown as Lots 34, 35, 36, 37, 38 and 39 on a plan of land entitled "Plan of Land in Woburn, belonging to Daniel West", dated June 21, 1853, and recorded with Middlesex South District Deeds in Record Book 573, Page 573 and together bounded and described as follows:

Northerly by Lot 40 on said plan, one hundred thirty (130) feet;
 Easterly by a private way shown on said plan and known as West Street, three hundred (300) feet;
 Southerly by Lot 33 on said plan, one hundred fifty-four (154) feet; and
 Westerly by other land of said James S. and Frank H. Murray, three hundred (300) feet.

Together containing 42,600 square feet of land more or less.

Parcel 2: Another certain parcel of land with the buildings thereon bounded and described as follows:

Beginning at the Northeasterly corner of the premises on the Southerly side of Salem Street at land now or formerly of A.J. Hall, thence the line runs Southerly by the land last named and other land of Francis H. and James S. Murray, being parcel #1 hereinbefore described, about five hundred forty-nine (549) feet to the wall at land formerly of Daniel Ayer; thence Westerly, Southwesterly, and Westerly again by said land formerly of said Ayer, land now or formerly of Daniel Bradley, and land now or formerly of Sherman Converse to Wood Street; thence Northerly by and with said Wood Street, five hundred seven (507) feet to said Salem Street; thence Easterly by and with said Salem Street to the point of beginning.

Being my undivided one-half interest in the premises ^{conveyed} to Francis H. and James S. Murray by deed of Arthur H. Phippin and Robert D. Weston, Executors of the last will of Charles P. Horton, late of Bourne, Barnstable County, dated January 9, 1908, and recorded with said Deeds, Book 3346, Page 68.

Said premises are conveyed subject to a reservation contained in a deed from Jonathan Thompson to Edwin McCrillis, dated July 3, 1873, and recorded with said Deeds, Book 1267, Page 523, so far as the same are now in force and applicable.

All of the above measurements and contents being more or less.

This release is subject to all outstanding taxes and other liens of the City of Woburn which the grantee assumes and agrees to pay.

The consideration for this deed is less than one hundred dollars.

See Book 87-99, Page 527.
 See Partial Release BR 953, P. 3, 32, 80674
 9170421

IN WITNESS WHEREOF I have hereunto set my hand and affixed
my seal this 30th day of July, 1956.

James S. Murray

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

July 30, 1956

Personally appeared, before me, James S. Murray and acknowl-
edged the foregoing instrument to be his free act and deed.

Charles H. Loring
Charles H. Loring, Notary Public.

My commission expires December 8, 1962.

AUG -9-56PM 12:14 2022**10:25

I, MARGARET E. MURRAY, of Woburn, in the County of Middlesex and Commonwealth of Massachusetts, being unmarried, individually and as Administratrix of the Estate of FRANCIS H. MURRAY, late of Woburn, deceased, intestate, for consideration ^{being less than \$100.00} paid by JAMES S. MURRAY, of Winchester, release to said James S. Murray, all my undivided one-half interest, either individually or as Administratrix as aforesaid, ⁱⁿ the following described parcels of land all located in the City of Woburn, namely:

Parcel 1: A certain parcel of land, being shown as Lots 42, 43, 44, 45, 46 and 47 on a plan of land entitled "Plan of Land in Woburn, belonging to Daniel West", dated June 21, 1853 and recorded with Middlesex South District Deeds, in Record Book 573, Page 573, and together bounded and described as follows:

Northerly by land now or formerly of Samuel Abbott, one hundred eighty (180) feet;
 Easterly by land of the Boston and Lowell Railroad, two hundred ninety-seven and one-half ($297\frac{1}{2}$) feet;
 Southerly by a private way called Converse Street, shown on said plan, one hundred sixty-six (166) feet, more or less; and
 Westerly by a private way shown on said plan and known as West Street, two hundred twenty-five (225) feet.
 Together containing 47,790 square feet more or less.

Being the same premises conveyed to Francis H. and James S. Murray by deed of Mary A. McAleer, dated February 7, 1922, and recorded with said Deeds, Book 4492, Page 502.

Parcel 2: Another certain parcel of land, being shown on a plan entitled "Land in Woburn, Mass." dated June 1923, recorded with said Deeds at the end of Record Book 4638, and bounded and described as follows:

Beginning on other land or location of the Boston and Maine Railroad at a point ninety-nine (99) feet South $57^{\circ} 14' 27''$ West from Station 548 - 6.67 on the center line of the location of said Railroad at Lot 9b on "Plan of land in Woburn, belonging to Daniel Ayer, ~~xxxxx~~ known as the Joshua Converse Land", dated June 6, 1853, recorded with said Deeds, Plan Book 5, Plan 46, thence running South $57^{\circ} 14' 27''$ West by said Lot 9b about one hundred ninety (190) feet to Lot 7 on said plan; thence turning and running Northwesterly by said Lot 7 about fifty-four (54) feet to Lot 6 on said plan; thence turning and running Northerly by Lots 6, 5, and 4 on various courses, as follows: about one hundred one and $5/10$ (101.5) feet, about one hundred and $2/10$ (100.2) feet, about one hundred eight and $5/10$ (108.5) feet; thence turning and running Westerly by said Lot 4, about ninety-one (91) feet to West Street; thence turning and running Northwesterly by said West Street, about one hundred one and $25/100$ (101.25) feet to Lot 2 on said plan; thence turning and running Northeasterly by said Lot 2, about one hundred two (102) feet; thence turning and running Northwesterly still by said Lot 2, four (4) feet to other land of said Railroad; thence turning and running North $56^{\circ} 37' 27''$ East by said last named land, eighty and $25/100$ (80.25) feet to a point eighty (80) feet Westerly from and on a line radial to said center line of location; thence turning and running South $33^{\circ} 9' 33''$ East by said land or location of said Railroad, four hundred sixty and $48/100$ (460.48) feet to the point of beginning, be all of said measurements more or less. Containing about 74,000 square feet of land.

See Partial Release B8-953.P.3.3.2.206674

Being the same premises conveyed to said Francis H. and James S. Murray by deed of said Bernard J. Golden, dated July 24, 1923, recorded with said Deeds, Book 4638, Page 509.

Parcel 3: Another certain parcel of land, being shown as Lot 1 on a plan entitled "Plan of Land in Woburn,-----belonging to Daniel Ayer, known as the Joshua Converse Land-----," dated June 6, 1853, surveyed by Edward Bucknam, recorded with said Deeds, Plan Book 5, Plan 46, and bounded and described as follows:

Northerly by Converse Street, one hundred eighty-four (184) feet;
Easterly by land of owners unknown, one hundred and one-half ($100\frac{1}{2}$) feet;
Southerly by Lot 2 on said plan, one hundred thirty-four (134) feet; and
Westerly by West Street, one hundred thirty-six (136) feet;

Containing 15,543 square feet of land.

Being the same premises conveyed to said Frank H. and James S. Murray by deed of the City of Woburn, dated September 20, 1922, recorded with said Deeds, Book 4965, Page 42.

Parcel 4: Another certain parcel of land, being shown as Lots 6, 7 and 8a on the plan last above mentioned, and together bounded and described as follows:

Northerly by Lot 5 on said plan, ninety and one-half ($90\frac{1}{2}$) feet;
Easterly partly by other land of said Francis H. and James S. Murray, ~~XXXXXXXXXXXXXXX~~ and partly by Lot 9b on said plan, three hundred ten and one-half ($310\frac{1}{2}$) feet;
Southerly by Packard Street, one hundred twenty-nine and one-half ($129\frac{1}{2}$) feet; and
Westerly by West Street, three hundred sixty-eight (368) feet.

Together containing 35,012 square feet of land.

Being the same premises conveyed to said Francis H. and James S. Murray by two deeds of the City of Woburn, one dated April 17, 1925, and the other dated June 15, 1925, and recorded with said Deeds, Book 4965, Page 39 and Book 4965, Page 40, respectively.

Parcel 5: Another certain parcel of land, bounded and described as follows:

Beginning at a point in the Southerly side line of Campbell Street, formerly known as Broad Street, at land of said Francis H., James S. and William H. Murray, being parcel #8 hereinafter described; thence the line runs Southerly by and with said land of said Murrays, fifty-seven (57) feet to land now or formerly of Charlotte J. Buss; thence the line runs Easterly by and with said Buss land, twelve (12) feet to land of said Francis H. and James S. Murray, being parcel #7 hereinafter described; thence Southeasterly by and with said land of Francis H. and James S. Murray and by and with land now or formerly of Jones P. Barrett et al, one hundred thirty-three and $\frac{9}{10}$ (133.9) feet to other land of said Francis H., James S. and William H. Murray, being parcel #6 next hereinafter described; thence Northeasterly by and with said Murray land

Containing 3230 square feet of land, and being the same premises conveyed to said Francis H. and James S. Murray by deed of Bessie P. Barrett, dated March 14, 1916, and recorded with said Deeds, Book 4036, Page 193.

Parcel 8: Another certain parcel of land bounded and described as follows:

Northerly by Campbell Street;
Easterly by other land of said Francis H., James S. and William H. Murray, being Parcel #5 hereinabove described;
Southerly by land now or formerly of Buss; and
Westerly by land now or formerly of Moore.

Containing 5075 square feet of land, more or less.

Being the third parcel described in a deed from Isaac Kaplan to William H. Murray and said Francis H. and James S. Murray, dated May 1, 1925, and recorded with said Deeds, Book 4839, Page 495.

Parcel 9: Another certain parcel of land bounded and described as follows:

Southerly by Montvale Avenue, one hundred seventy-three and $\frac{4}{10}$ (173.4) feet, more or less;
Westerly by other land of said Francis H., James S. and William H. Murray, being parcels #5 and 6 hereinabove described, one hundred twenty-two and $\frac{5}{10}$ (122.5) feet;
Northerly by Campbell Street, formerly Broad Street, two hundred fifty (250) feet, more or less; and
Easterly by a public square, forty (40) feet.

Being the second parcel described in said deed from Isaac Kaplan to William H. Murray and said Francis H. and James S. Murray, dated May 1, 1925, and recorded with said Deeds, Book 4839, Page 495.

Excepting therefrom so much of the above described lot as is included in the lot containing 5900 square feet of land, conveyed by said William H., James S. and Francis H. Murray to the City of Woburn, by deed dated June 2, 1931, and recorded with said Deeds, Book 5579, Page 111.

Parcel 10: Another certain parcel of land bounded and described as follows:

Southerly by Union Street, fifty and $\frac{8}{10}$ (50.8) feet;
Easterly by land now or formerly of Luck, eighty-one and $\frac{5}{10}$ (81.5) feet;
Northerly by land now or formerly in whole or in part of New England Telephone and Telegraph Company, forty-seven (47) feet;
Westerly by land now or formerly of Charles Jones, twenty-one (21) feet;
Northerly again by the land last named, eleven (11) feet; and
Westerly again by the land last named, sixty-three and $\frac{5}{10}$ (63.5) feet.

Containing 4120 square feet of land, more or less.

Being the first parcel described in said deed from Isaac Kaplan to William H. Murray and said Francis H. and James S. Murray, dated May 1, 1925, and recorded with said Deeds, Book 4839, Page 495.

Or however otherwise each of the foregoing parcels may be bounded and described.

Meaning and intending this conveyance to release to the said James S. Murray all my right, title and interest as aforesaid, in and to all the lands with the buildings thereon situated in said Woburn that originally was owned by said James S. Murray and Francis H. Murray as tenants in common, whether the same be particularly described herein or not, excluding therefrom only the two (2) parcels in which the interest of James S. Murray, as tenant in common with Francis H. Murray, was released to me by deed of even date to be recorded herewith.

This conveyance is subject to all outstanding ^{municipal} liens for taxes and other municipal charges which the grantee assumes and agrees to pay.

WITNESS my hand and seal individually, and as Administratrix as aforesaid, this ^{August} 8th day of ~~July~~, 1956.

Margaret E. Murray
Margaret E. Murray

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

^{August 8th} ~~July~~, 1956.

Personally appeared, before me, Margaret E. Murray, and acknowledged the foregoing instrument to be her free act and deed.

Edward A. Coughlin
EDWARD A. COUGHLIN III, Notary Public

My commission expires May 2, 1957

See Book 8786 Page 343

20527039 JMA/VA

deed. Otis Wild Richardson Justice of the Peace.

Middlesex ss. Jan. 9, 1908. 11h. 30m. A.M. Recd. & Recorded

Dalley Jr.
to
Brinnin & al.
Diss.

Know all men by these Presents that I Evelyn M. Dalley of the City of New York as I am the sole surviving Trustee under the will of Baron W. Allen late of Boston, Massachusetts deceased, who was by assignment the owner and holder of a certain mortgage given by Timothy Brinnin to S. Rowland Hart dated October 1st A.D. 1875 and recorded with Middlesex South District Deeds book 1131 page 65 do hereby acknowledge that said Allen received from said mortgagor or someone claiming under him full payment and satisfaction of the same and in consideration thereof I do hereby cancel and discharge said mortgage and release and quitclaim unto said Timothy Brinnin or those claiming under him and their heirs and assigns forever all interest acquired under said mortgage in the premises thereby conveyed. In witness whereof I hereunto set my hand and seal the twenty first day of November A.D. 1907, as Trustee as aforesaid but not individually. Evelyn M. Dalley Jr. (seal) signed and sealed in the presence of Mary Baird State of New York, County of New York ss. November 21st 1907. Then personally appeared the above named Evelyn M. Dalley and acknowledged the foregoing instrument to be her free act and deed before me Jno. R. Scott Notary Public # 701 N.Y. County (Notarial Seal) State of New York. County of New York ss. I, Peter J. Pooling Clerk of the County of New York and also Clerk of the Supreme Court for the said County; the same being a court of Record do hereby certify that Jno. R. Scott whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written was at the time of taking such proof or acknowledgment a Notary Public in and for the County of New York dwelling in the said County commissioned and sworn and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. In testimony whereof I have hereunto set my hand and affixed the seal of the said County and County the 21 day of Nov. 1907 Peter J. Pooling Clerk Court Seal

Middlesex ss. Jan. 9, 1908. 11h. 35m. A.M. Recd. & Recorded

Phippen & al.
to
Murray & al.

Know all men by these Presents that we Arthur W. Phippen of Salem in the County of Essex

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January 9th. 19 ...
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and deed before

and demands of all persons claiming by through, or in right of the said
me but against none other. In Witness Whereof the said Jonathan Tidd
said Jonathan Tidd being unmarried wrote at my hand and seal, this
and seal, this fifteenth day of October in the year one thousand
and eight hundred and eighty eight. Jonathan Tidd
Signed and sealed in presence of Edward T. Johnson, Justice of the
County of Middlesex, Massachusetts on November 16, 1883.
Then personally appeared the above named Jonathan Tidd
and acknowledged the foregoing instrument to be his free act and
deed, before me - Edward T. Johnson Justice of the Peace for the
County of Middlesex ss. Nov. 23, 1883. Attest & Recorded. [Signature]

Mr. Donald
to
Horton

To have all Men by these Presents that I, Joseph B. Mr. Donald of Woburn, Massachusetts in
consideration of one thousand dollars paid by Charles P. Horton of Bourn
Horton of Bourn, Massachusetts the receipt whereof is hereby acknowledged,
do hereby give, grant, bargain, sell, convey unto the said Charles P. Horton a certain lot
of land situate on the southerly side of Salem street in
Woburn, and bounded as follows, that is to say; Beginning at the
northerly corner of the premises on the southerly side of Med
Salem street and at land formerly of Henry Grodell and now of A. J. Hull,
thence the line runs southerly on the westerly side of said
last named land formerly of Daniel West about
hundred and forty-nine feet to the wall at land formerly of Daniel Ayer;
thence westerly, southerly and westerly on lands of said Ayer, Daniel Bradley
and the building thereon, thence northerly by and with the southerly
corner of Wood street to said Salem street; thence easterly by and with
said Salem street to the point of beginning. Being the premises conveyed
to me by Jonathan Tidd. To Have and To Hold the granted premises,
with all the rights and appurtenances thereto belonging, to the said
Charles P. Horton and his heirs and assigns, to their own use and behoof
forever. And I hereby for myself and my heirs and assigns, convenient
with the grant and hereof, and my heirs and assigns that I am lawfully
seized of the granted premises, that they are free from all
incumbrances, that I have good right to sell and convey the same
as aforesaid; and that I will and my heirs and assigns will

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to J. Joseph
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Know all Men by these presents that we
Charles Bond and Jonathan Tiel both of Woburn in the County of
Middlesex and Commonwealth of Massachusetts Leather Dealers
in consideration of Two thousand Dollars to us paid by James W. Mc
Donald of said Woburn Leather Dealer the receipt whereof is hereby ac-
knowledged do hereby give grant bargain sell and convey unto the said
James W. Mc Donald his heirs and assigns forever a certain tract of
land with the buildings thereon situated in the northerly part of said
Woburn containing one hundred and fifty square rods more or less
bounded as follows viz Beginning at the northerly side of a private way
leading from Pearl street to a town way near the dwelling house of Wm.
H. Crosby and at a corner of Oliver Fishers land from thence the line
runs northwesterly by and with said Fishers land and land of widow
Fanny Winn fifteen rods to the northerly corner of the premises thence south-
westerly by and with our other land nine rods to the westerly corner of the
premises thence southeasterly side by and with our other land fifteen rods
to a stake at said private way thence northeasterly by and with said
private way eleven rods to the point of beginning together with the free use
of said private way at all times for all proper purposes of a passage way
in common with ourselves and others having the same right but without
obstructing the same - To Have and To Hold the above gran-
ted premises with the privileges and appurtenances thereto belonging to the
said James W. Mc Donald his heirs and assigns to his and their
use and behoof forever And we the said Charles Bond & Jonathan
Tiel for ourselves and our heirs executors and administrators do
covenant with the said James W. Mc Donald his heirs and assigns
that we are lawfully seized in fee of the aforegranted premises that they
are free from all incumbrances that we have a good right to sell & convey
the same to the said James W. Mc Donald his heirs and assigns in
manner as aforesaid and that we will and our heirs executors and
administrators shall Warrant and defend the same to the
said James W. Mc Donald his heirs and assigns forever against
the lawful claims and demands of all persons - In witness
whereof we the said Charles Bond & Jonathan Tiel and Lydia
wife of said Charles and Harriet wife of said Jonathan in token of their
relinquishment of all right of dower in or to the granted premises have
hereunto set our hands and seals this first day of February in the year
of our Lord eighteen hundred fifty nine - Charles Bond (Read
Lucius W. Bond (Read - Jona. Tiel (Read - Harriet
D. T. Tiel (Read - signed sealed and delivered in presence
of us Cyrus Thompson witnesses to all the signatures - Common-

Book
Pg. 159
Bond & al.
to
Mc Donald

subscribed my name and affixed my seal this
fifteenth day of June in the year of our Lord Eighteen
hundred and forty eight Moses Morill (seal)
Signed Sealed and delivered in presence of; Cyrus
Thompson, Commonwealth of Massachusetts, Middlesex
Co. June 15. 1848 Then personally appeared the above
named Moses Morill and acknowledged the above
instrument to be his free act and deed.

Before me, Cyrus Thompson Just. Peace.
Middlesex Co. Oct. 4. 1848 Recd & Recorded by
See Book 503 Page 328. } Caleb Hayden Reg.

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know all men by these Presents

to
Bond & al. That I Oliver Fisher of Woburn in the County
of Middlesex and Commonwealth of Massachusetts,
Wheel Wright In consideration of Seven hundred and
twenty five Dollars to me paid by Charles Bond
and Jonathan Tidel of the Town County and Common-
wealth aforesaid, Curriers the receipt whereof is hereby
acknowledged do hereby give grant bargain sell and
convey unto the said Charles & Jonathan to their heirs
and assigns forever a tract of land situated partly in
Woburn and partly in Burlington containing by
Estimation fifteen acres more or less bounded thus;
Westerly and Northerly by the Road leading to the
Westerly part of Wilmington Northerly by land of
Jewell Pierce, Easterly partly by land of the heirs of
William Nichols, and the said Fishers other land South-
erly partly by land of Mr. Beacher and land of the
said Charles and Jonathan To Have and To Hold
the above granted premises with the privileges and
appurtenances thereto belonging to the said Charles and
Jonathan their heirs and assigns to their use and behoof
forever. And I the said Oliver Fisher for myself and my
heirs Executors and Administrators do covenant with
the said Charles & Jonathan their heirs and assigns that I
am lawfully seized in fee of the aforesaid premises that
they are free from all incumbrances that I have good
right to sell and convey the same to the said Charles
and Jonathan as aforesaid; and that I will and my heirs
Executors and Administrators shall warrant and defend

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his heirs and assigns, that the premises are free from all incumbrances made or suffered by me, and that I will and my heirs, executors and administrators shall warrant and defend the same to the said Dean his heirs and assigns forever against the lawful claims and demands of all persons, claiming by, through or under me but against none others. In witness whereof, I the said Ames together with my wife Sarah G. Ames, in token of our release of all right and title of or to do over, in the granted premises, have hereunto set our hands and seals this twenty ninth day of March in the Year of our Lord, eighteen hundred and forty seven.

Signed, sealed and delivered in presence of
C. W. Spaulding

Robert Ames Goads
Sarah G. Ames Goads
Commonwealth of Massachusetts
Christells, Middlesex ss. March

29. 1847. Then personally appeared the above named Robert Ames and acknowledged the above instrument to be his free act and deed;

Before me, Leonard Thompson Justice of Peace
Middlesex ss. March 31. 1847. Recd. & Recorded by
Caleb Hayden Reg.

W. W. H.
H. W. H.

Assigned to June. Field Book 546 Page 79

Know all men by these presents that I Michael Dean of Woburn, in the County of Middlesex and Commonwealth of Massachusetts, man, in consideration of two hundred dollars to me paid by Moses Morell of Woburn in the County of Middlesex and Commonwealth aforesaid, Currier, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Morell a certain piece or parcel of land with the buildings thereon situated in Woburn aforesaid and bounded and described as follows: viz. South by the highway leading from New Bridge so called in said Woburn to Reading by Robert Ames' house, west by land of Joseph Phillips, north and east by land of said Robert Ames, the above premises are the same conveyed to me by said Robert Ames 17 September 1845. by deed recorded in

Middlesex and copy and V. Morell and his heirs and assigns forever shall I, granted convey and assigns my heirs and assigns and heirs and assigns of the said Robert Ames the day hereof payable the above against and for wages such as shall be upon the premises signed in the name of the said Morell purpose of the said premises granted shall

Middlesex Registry of Deeds, with all the privileges and appurtenances to the same belonging. To Have and to Hold the above granted premises to the said Morell his heirs and assigns, to his and their use and behoof forever, and I the said Dean for my self and my heirs, executors and administrators do covenant with the said Morell his heirs and assigns that I lawfully seized in fee simple of the above granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same to the said Morell 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 Morell his heirs and assigns forever, against the lawful claims and demands of all persons. Provided nevertheless, that if the said Michael Dean his heirs, executors or administrators shall pay unto the said Morell his executors, administrators or assigns, the sum of one hundred and sixty five dollars in three years from the day of the date hereof with interest on said sum at the rate of six per centum per annum, payable annually and until such payment keep the buildings standing on the lands aforesaid insured against fire, in a sum not less than two hundred and fifty dollars for the benefit of the said mortgage and his executors, administrators and assigns at such insurance office in Massachusetts as he or they shall approve, and also pay all taxes levied or assessed upon the said premises, then this deed as also a certain promissory note bearing even date with these presents signed by the said Dean, whereby for value received he promises to pay the said Morell or his executors the said sum and interest at the times aforesaid shall with be absolutely void to all intents and purposes, and provided also that until default of the payment of the said sum or interest, or other default as herein provided, the mortgagee shall have no right to enter and take possession of the premises. In witness whereof I the said Michael Dean together with my wife attorney Dean

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in token of her release of all right and title
of or to above, in the premises, have here-
unto set our hands and seals, this twenty ninth
day of March, in the Year sixteen hundred
and forty seven.

Signed, sealed and
delivered in presence
of, Leonard Thompson

Michael Dean Seal
Stanley Dean Seal
Commonwealth of Massachusetts
Middletown

March 29. 1847. Then personally appeared the
above named Michael Dean and we acknowledged
the above instrument to be his free act and deed,
Before me, Leonard Thompson Justice of Peace.

Middletown ss. March 31. 1847. Recorded by
Caleb Hayden Secy.

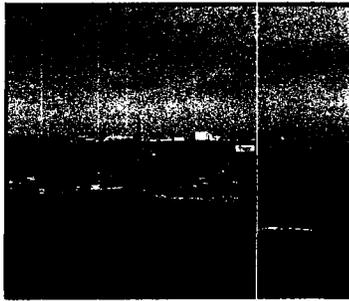
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Know all men by these presents.

That I David Dow of Somerville, in the County of
Middlesex and Commonwealth of Massachusetts, in consideration
of one dollar paid by Charles Perkins of Foxboro in the
County of Norfolk, the receipt whereof is hereby acknowl-
edged to have been received, have and have quit certain lands
located in said Somerville being lots numbered sixty
seven and forty nine on a plan of said lands drawn
by John Dow Nov 29. 1834 and recorded with Middlesex
Deeds and lot numbers sixty seven, contains 1280 ft²
and is bounded North westerly eighty feet on Plum Street
North easterly one hundred and fifty six feet on lot No
65, on said plan, South westerly eighty feet on said north
side of Spring and South westerly one hundred and
fifty six feet on lot No 67, on said plan. Said lot No 67
contains 1572 square feet bounded North westerly by
one hundred and twenty four feet on Plum Street
North easterly about one hundred and fifty seven feet
on Summer Street, South westerly eighty feet on said
north side of Spring and South westerly one
hundred and fifty six feet on lot No 67 on said
plan, being the same parcel of land intended
to be conveyed by me to said Charles Perkins by
deeds and recorded with Middlesex Deeds

Know
to
Middlesex

240 SALEM ST



Click to enlarge

MBLU : 37/ 05/ 07/ /
Location: 240 SALEM ST
Owner Name: ORGANIX L L C
Account Number: 21698575431700



Parcel Value

Item	Assessed Value
Buildings	1,117,600
Extra Building Features	0
Outbuildings	0
Land	643,900
Total:	1,761,500



Owner of Record

ORGANIX L L C
 240 SALEM STREET
 WOBURN, 01801



Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
ORGANIX L L C	1178/ 191	1/1/1997	



Land Line Valuation

Size	Zone	Assessed Value
3.42 AC	IP	643,900



Construction Detail

Item	Value
Style	Research/Devel
Model	Industrial
Grade	Abv Avg
Stories	1 Story
Exterior Wall 1	Brick Veneer
Roof Structure	Flat
Roof Cover	Tar & Gravel

Interior Wall 1	Drywall/Sheet
Interior Floor 1	Vinyl/Asphalt
Heat Fuel	Gas
Heat Type	Forced Air-Duc
AC Type	Unit/AC
Bedrooms	Zero Bedrooms
Bathrooms	Zero Bathrms



Building Valuation

Item	Value
Living Area	20,130 square feet
Replacement Cost	1,239,102
Year Built	1999
Depreciation	0%
Building Value	1,239,100



Outbuildings

Code	Description	Units
	No Outbuildings	

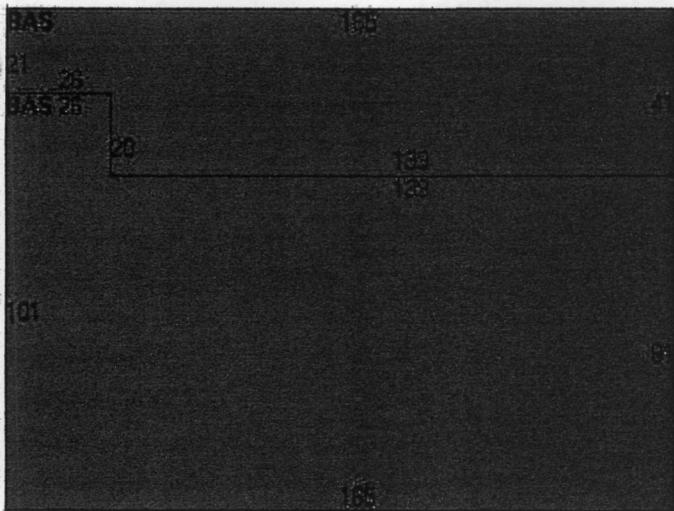


Extra Features

Code	Description	Units
	No Extra Building Features	



Building Sketch



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Subarea Summary

Code	Description	Gross Area	Living Area
BAS	First Floor	20130	20130
CAN	Canopy	91	0

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US EPA ARCHIVE DOCUMENT

Transfer Certificate of Title

BK.1178 PG.191

No. 209741

From Transfer Certificate No. 209740 in Registration Book 1178, Page 190
Originally Registered October 20, 1997 for the South Registry District of
Middlesex County

This is to Certify that

ORGANIX, L.L.C., a Massachusetts Limited Liability Company,
of Woburn in the County of Middlesex and Commonwealth of Massachusetts
is the owner in fee simple,
of that certain parcel of land situate in Woburn
in the County of Middlesex and said Commonwealth, described as follows:

Northwesterly by lots 14 and 10 as shown on plan hereinafter mentioned
and by land now or formerly of John W. Buckley et al,
four hundred ninety-four and 48/100 feet;
Northerly by said John W. Buckley et al land, seventy-five
and 42/100 feet;
Easterly, Southeasterly and Easterly, again, by land now or formerly of
Boston and Maine Railroad (Montreal Div.), five hundred forty-nine
and 65/100 feet;
Southeasterly by lot 17 on said plan, two hundred thirty-eight
and 15/100 feet;
Northeasterly by said lot 17 and by lot 11 on said plan,
two hundred forty-nine and 66/100 feet;
Northeasterly, again, by said lot 11 on said plan, fifty-three
and 52/100 feet;
Southeasterly by Salem Street, one hundred and twenty-five feet;
Northwesterly by lot 15 on said plan, sixty and 01/100 feet;
Southwesterly by said lot 15 and by lot 13 on said plan,
three hundred nine and 23/100 feet; and
Northwesterly, twenty and 19/100 feet,
Westerly, one hundred sixty and 59/100 feet, and
Northwesterly, twenty feet, all by lot 14 on said plan.

Said parcel is shown as lot 13 on said plan, (Plan No. 22628^E).

All of said boundaries are determined by the Court to be located as shown on
a subdivision plan, as approved by the Court, filed in the Land Registration
Office, a copy of which is filed in the Registry of Deeds for the South
Registry District of Middlesex County in Registration Book 1166, Page 129,
with Certificate 207279.

So much of the above described land as is included within the area marked
Sewer Easement-City of Woburn on said plan is subject to a sewer easement as
set forth in a grant made by John J. Riley Company to the City of Woburn,
dated April 10, 1931, duly recorded in Book 5570, Page 140.

The above described land is subject to the flow of an ancient water course
running through the same as shown on said plan.

The above described land is subject to, and has the benefit of, the
provisions contained in two indentures, one between the Boston and Maine
Railroad and John J. Riley Company, dated December 3, 1945, duly recorded in
Book 5918 Page 262 and the other between said Boston and Maine Railroad and
the Woburn Packing Company dated November 29, 1945 duly recorded in Book 6917
Page 497.

The above described land is subject to, and has the benefit of, easement as
shown on said plan, running between lots 11 and 17 on the east of said
easement and lots 13 and 15 on the west of said easement, set forth in
Document No. 1044423.

There is appurtenant to the above described land the right to use the area
marked easement to the east of lot 14 as shown on said plan, for sewer and gas
utility purposes, in common with others entitled thereto, set forth in said
Document No. 1044423.

Certificate No. 209741 cont'd.

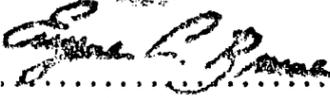
And it is further certified that said land is under the operation and provisions of Chapter 135 of the General Laws and any amendments thereto, and that the title of said

ORGANIX, L.L.C.

to said land is registered under said Chapter subject, however, to any of the encumbrances mentioned in Section forty-six of said Chapter, and any amendments thereto, which may be subsisting, and subject also as aforesaid.

Witness PETER W. KILBORN, Chief Justice of the Land Court, Department of the Trial Court, at Cambridge in said County of Middlesex

the twentieth day of October the year nineteen hundred and ninety-seven
at 2 o'clock and 14 minutes in the after-noon.

Attest, with the Seal of said Court, 
Assistant Recorder

Address of owner: 65 Cummings Park, Woburn, MA 01801

Land Court Case No. 22628

ID# 3048

Memoranda of Incumbrances

1044429

No. 209741

DOCUMENT

689292 KIND: Order of Taking
 IN FAVOR OF: City of Woburn
 TERMS: Perpetual right and easement for laying out
 Wildwood Avenue as a public highway. See Doc.
 DATE OF INSTR: Aug. 19, 1970
 DATE OF REG: Sept. 9, 1985 TIME OF REG: 11:00 AM

 SIGNATURE: Asst. Recorder

741171 KIND: Copy of Decision
 IN FAVOR OF: City of Woburn (Bd. of Appeals)
 TERMS: See Document,
 affecting this and other registered
 land.
 DATE OF INSTR: - -
 DATE OF REG: Apr. 7, 1987 TIME OF REG: 1:15 PM

 SIGNATURE: Asst. Recorder

741172 KIND: Copy of Decision
 IN FAVOR OF: City of Woburn
 TERMS: See Document,
 affecting this and other registered land.
 DATE OF INSTR: - -
 DATE OF REG: Apr. 7, 1987 TIME OF REG: 1:15 PM

 SIGNATURE: Asst. Recorder

746616 KIND: Extension
 IN FAVOR OF: City of Woburn (Bd. of Appeals)
 TERMS: Affecting Copy of Decision Document No. 741171.
 DATE OF INSTR: - -
 DATE OF REG: June 2, 1987 TIME OF REG: 10:30 AM

 SIGNATURE: Asst. Recorder

1044430^s ★ KIND: Mortgage and Certificates
 IN FAVOR OF: Woburn National Bank
 TERMS: \$1,092,000. as stated in mortgage.
 DATE OF INSTR: Oct. 16, 1997
 DATE OF REG: Oct. 20, 1997 TIME OF REG: 2:14 PM

 SIGNATURE: Asst. Recorder

1044431F ★ KIND: Mortgage
 IN FAVOR OF: Woburn National Bank
 TERMS: \$727,000. as stated in mortgage.
 DATE OF INSTR: Oct. 16, 1997
 DATE OF REG: Oct. 20, 1997 TIME OF REG: 2:14 PM

 SIGNATURE: Asst. Recorder

1044490 KIND: Copy of Decision
 IN FAVOR OF: City of Woburn (City Council)
 TERMS: See Document
 DATE OF INSTR: - -
 DATE OF REG: Oct. 21, 1997

 SIGNATURE: Asst. Recorder

1074371 KIND: Mortgage and Certificate and Copy of Resol.
 IN FAVOR OF: Massachusetts Certified Development Corp.
 TERMS: \$750,000. as stated in mortgage.
 DATE OF INSTR: July 8, 1998
 DATE OF REG: July 30, 1998 TIME OF REG: 9:35 AM

 SIGNATURE: Asst. Recorder

US EPA ARCHIVE DOCUMENT

Memoranda of Encumbrances

(1)

No. 209741

DOCUMENT

1074372 KIND: Assignment
IN FAVOR OF: Massachusetts Certified Development Corp.
TERMS: Assignment of rents &c. under Mortgage Document No. 1074371.
DATE OF INSTR: July 8, 1998
DATE OF REG: July 30, 1998 TIME OF REG: 9:35 AM
SIGNATURE: [Signature] Asst. Recorder

1074373 KIND: Assignment
IN FAVOR OF: U.S. Small Business Administration
TERMS: Assigning Mortgage Document No. 1074371 and Assignment Document No. 1074372.
DATE OF INSTR: July 8, 1998
DATE OF REG: July 30, 1998 TIME OF REG: 9:35 AM
SIGNATURE: [Signature] Asst. Recorder

1099630 KIND: Municipal Liens Certificate
IN FAVOR OF: City of Woburn
TERMS: See Document
DATE OF INSTR: Feb. 16, 1999
DATE OF REG: Mar. 8, 1999 TIME OF REG: 1:52 PM
SIGNATURE: [Signature] Asst. Recorder

1099631 KIND: Mortgage, Ctf. and Copy of Resol.
IN FAVOR OF: Stoneham Savings Bank
TERMS: \$1,082,753. as stated in mortgage.
DATE OF INSTR: Mar. 4, 1999
DATE OF REG: Mar. 8, 1999 TIME OF REG: 1:52 PM
SIGNATURE: [Signature] Asst. Recorder

1099632 KIND: Assignment
IN FAVOR OF: Stoneham Savings Bank
TERMS: Assignment of rents &c under Mortgage Document No. 1099631.
DATE OF INSTR: Mar. 4, 1999
DATE OF REG: Mar. 8, 1999 TIME OF REG: 1:52 PM
SIGNATURE: [Signature] Asst. Recorder

1108127 KIND: Subordination by
IN FAVOR OF: U.S. Small Business Administration
TERMS: Subordination of Mortgage Document No. 1074371 and Assignment Document No. 1074372 to Mortgage Document No. 1099631 and Assignment Document No. 1099632.
DATE OF INSTR: Mar. 8, 1999
DATE OF REG: May 28, 1999 TIME OF REG: 10:20 AM
SIGNATURE: [Signature] Asst. Recorder

1136782 KIND: Discharges
IN FAVOR OF: *
TERMS: Discharging Mortgage Document Nos. 1044430 and 1044431.
DATE OF INSTR: Mar. 26, 1999
DATE OF REG: Apr. 15, 2000 TIME OF REG: 10:41 AM
SIGNATURE: [Signature] Asst. Recorder

Handwritten notes: 11-27-01 1190658 CP 1 DC SN, 1-3-02 1190245 - 217, 1-2-02 1190441

US EPA ARCHIVE DOCUMENT

From Orig Midd Th Comr Decl beir Sout is t of t in t Si A. to Reg Dec Boo T Rel. pro tha to enc ame the the at Adc Lar

Transfer Certificate of Title

BK.1178 PG.190

No. 209740

From Transfer Certificate No. 173576 in Registration Book 998, Page 26

Originally Registered May 21, 1985 for the South Registry District of

Middlesex County

This is to Certify that

CANCELLED

by Document No. 1044429

See Certificate No. 209741

Registration Book 1178 Page 191

Paul Maggiore Builders Corporation, a corporation established under the laws of the Commonwealth of Massachusetts, with its usual place of business

at Woburn in the County of Middlesex and Commonwealth of Massachusetts

is the owner in fee simple,

of that certain parcel of land

situate in Woburn

in the County of Middlesex and said Commonwealth, described as follows:

Northwesterly by lots 14 and 10 as shown on plan hereinafter mentioned and by land now or formerly of John W. Buckley et al, four hundred ninety-four and 48/100 feet;
Northerly by said John W. Buckley et al land, seventy-five and 42/100 feet;
Easterly, Southeasterly and Easterly, again, by land now or formerly of Boston and Maine Railroad (Montreal Div.), five hundred forty-nine and 65/100 feet;
Southeasterly by lot 17 on said plan, two hundred thirty-eight and 15/100 feet;
Northeasterly by said lot 17 and by lot 11 on said plan, two hundred forty-nine and 66/100 feet;
Northeasterly, again, by said lot 11 on said plan, fifty-three and 52/100 feet;
Southeasterly by Salem Street, one hundred and twenty-five feet;
Northwesterly by lot 15 on said plan, sixty and 01/100 feet;
Southwesterly by said lot 15 and by lot 13 on said plan, three hundred nine and 23/100 feet; and
Northwesterly, twenty and 19/100 feet,
Westerly, one hundred sixty and 59/100 feet, and
Northwesterly, twenty feet, all by lot 14 on said plan.

Said parcel is shown as lot 13 on said plan, (Plan No. 22628E).

All of said boundaries are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 1166, Page 129, with Certificate 207279.

So much of the above described land as is included within the area marked Sewer Easement-City of Woburn on said plan is subject to a sewer easement as set forth in a grant made by John J. Riley Company to the City of Woburn, dated April 10, 1931, duly recorded in Book 5570, Page 140.

The above described land is subject to the flow of an ancient water course running through the same as shown on said plan.

The above described land is subject to, and has the benefit of, the provisions contained in two indentures, one between the Boston and Maine Railroad and John J. Riley Company, dated December 3, 1945, duly recorded in Book 6913 Page 252 and the other between said Boston and Maine Railroad and the Woburn Packing Company dated November 29, 1945 duly recorded in Book 6917 Page 497.

The above described land is subject to, and has the benefit of, easement as shown on said plan, running between lots 11 and 17 on the east of said easement and lots 13 and 15 on the west of said easement, set forth in Document No. 1044423.

There is appurtenant to the above described land the right to use the area marked easement to the east of lot 14 as shown on said plan, for sewer and gas utility purposes, in common with others entitled thereto, set forth in said Document No. 1044423.

Certificate No. 209740 cont'd.

And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws and any amendments thereto, and that the title of said

Paul Maggione Builders Corporation

to said land is registered under said Chapter subject, however, to any of the encumbrances mentioned in Section forty-six of said Chapter, and any amendments thereto, which may be subsisting, and subject also as aforesaid.

Witness PETER W. KILBORN, Chief Justice of the Land Court, Department of the Trial Court, at Cambridge in said County of Middlesex

the twentieth day of October the year nineteen hundred and ninety-seven
at 2 o'clock and 13 minutes in the after-noon.

Attest, with the Seal of said Court,
Assistant Recorder

Address of owner: 13 Wheeler Street, Woburn, MA 01801

Land Court Case No. 22628

ID# 3047

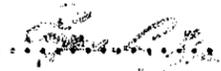
Memoranda of Encumbrances

1044428

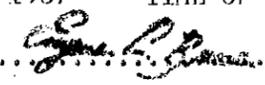
No. 209740

DOCUMENT

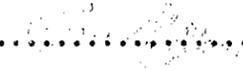
689292 KIND: Order of Taking
 IN FAVOR OF: City of Woburn
 TERMS: Perpetual right and easement for laying out
 Wildwood Avenue as a public highway. See Doc.
 DATE OF INSTR: Aug. 19, 1970
 DATE OF REG: Sept. 9, 1985 TIME OF REG: 11:00 AM

 SIGNATURE:  Asst. Recorder

741171 KIND: Copy of Decision
 IN FAVOR OF: City of Woburn (Bd. of Appeals)
 TERMS: See Document,
 affecting this and other registered
 land.
 DATE OF INSTR: - -
 DATE OF REG: Apr. 7, 1987 TIME OF REG: 1:15 PM

 SIGNATURE:  Asst. Recorder

741172 KIND: Copy of Decision
 IN FAVOR OF: City of Woburn
 TERMS: See Document,
 affecting this and other registered land.
 DATE OF INSTR: - -
 DATE OF REG: Apr. 7, 1987 TIME OF REG: 1:15 PM

 SIGNATURE:  Asst. Recorder

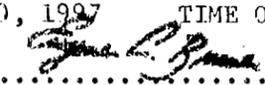
746616 KIND: Extension
 IN FAVOR OF: City of Woburn (Bd. of Appeals)
 TERMS: Affecting Copy of Decision Document No. 741171.
 DATE OF INSTR: - -
 DATE OF REG: June 2, 1987 TIME OF REG: 10:30 AM

 SIGNATURE:  Asst. Recorder

1044429 KIND: Deed and Certificate
 IN FAVOR OF: ORGANIX, L.L.C.
 TERMS: Conveying within described land,
 this certificate cancelled.

 See Certificate 209741, Book 1178, Page 191

 DATE OF INSTR: Oct. 16, 1997
 DATE OF REG: Oct. 20, 1997 TIME OF REG: 2:14 PM

 SIGNATURE:  Asst. Recorder

US EPA ARCHIVE DOCUMENT

242 SALEM ST



Click to enlarge

MBLU : 37/ 05/ 08/ /
Location: 242 SALEM ST
Owner Name: ROTONDO BERYL E
Account Number: 21698605425000



Parcel Value

Item	Assessed Value
Buildings	491,000
Extra Building Features	0
Outbuildings	0
Land	414,300
Total:	905,300



Owner of Record

ROTONDO BERYL E
 CHARLES J ROTONDO TRS
 242 SALEM STREET
 WOBURN, 01801



Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
ROTONDO BERYL E	1132/ 9	1/1/1994	



Land Line Valuation

Size	Zone	Assessed Value
1.26 AC	IP	414,300



Construction Detail

Item	Value
Style	Light Indust
Model	Industrial
Grade	Avg
Stories	1 Story
Exterior Wall 1	Concr/Cinder
Roof Structure	Flat

Roof Cover	Tar & Gravel
Interior Wall 1	Minim/Masonry
Interior Wall 2	Drywall/Sheet
Interior Floor 1	Concr-Finished
Interior Floor 2	Vinyl/Asphalt
Heat Fuel	Gas
Heat Type	Forced Air-Duc
AC Type	None
Bedrooms	Zero Bedrooms
Bathrooms	Zero Bathrms



Building Valuation

Item	Value
Living Area	15,036 square feet
Replacement Cost	567,008
Year Built	1994
Depreciation	10%
Building Value	510,300



Outbuildings

Code	Description	Units
	No Outbuildings	

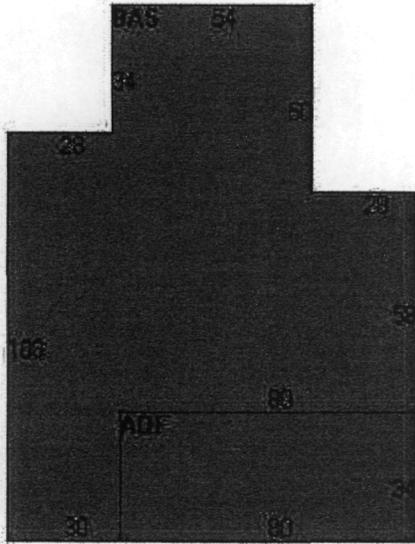


Extra Features

Code	Description	Units
	No Extra Building Features	



Building Sketch



Subarea Summary

Code	Description	Gross Area	Living Area
AOF	Office, (Average)	2720	4488
BAS	First Floor	10548	10548

Powered by Vision Appraisal Technology

US EPA ARCHIVE DOCUMENT

Transfer Certificate of Title

BK.1166 PG.130

No. 207280

From Transfer Certificate No. 207279 in Registration Book 1166 Page 129
Originally Registered January 3, 1997 for the South Registry District of
Middlesex County

This is to Certify that

KD

Charles J. Rotondo and Beryl E. Rotondo, both of Woburn in the County of Middlesex and Commonwealth of Massachusetts, Trustees of B & C Realty Nominee Trust under a Declaration of Trust dated August 23, 1994, and registered September 2, 1994, being Document No. 957473, filed in the Land Registration Office for the South Registry District of Middlesex County,

are the owners in fee simple,

of that certain parcel of land situate in Woburn

in the County of Middlesex and said Commonwealth, described as follows:

Southwesterly, fifty feet, and
Northwesterly, two hundred thirty-eight and 15/100 feet by lot 18
as shown on plan hereinafter mentioned;
Easterly by land now or formerly of Boston and Maine Railroad
(Montreal Div.), fifty-two and 85/100 feet; and
Southeasterly by lot 11 on said plan, two hundred twenty-one
and 22/100 feet.

Said parcel is shown as lot 17 on said plan, (Plan No. 22628^E).

All of said boundaries are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 1166, Page 129, with Certificate 207279.

The above described land is subject to, and has the benefit of, the provisions contained in two indentures, one between the Boston and Maine Railroad and John J. Riley Company, dated December 3, 1945, duly recorded in Book 6918 Page 262 and the other between said Boston and Maine Railroad and the Woburn Packing Company dated November 29, 1945 duly recorded in Book 6917 Page 497.

The above described land is subject to a Taking by the City of Newton² of Permanent sewer easement and temporary construction easement, Document No. 473793.

There is appurtenant to the above described land the right to use the area marked "easement" to the west of said land shown on said plan, for sewer and gas utility purposes in common with others entitled thereto as set forth in Document No. 1021424.

The above described land is subject to and has the benefit of an easement on the westerly side of said land as shown on said plan, as set forth in said Document No. 1021424.

Certificate No. 207280 cont'd.

1021425
 606000000
 751171
 741172
 746616
 1021426
 1021427
 1129099
 1129100

And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws and any amendments thereto, and that the title of said

Charles J. Rotondo and Beryl E. Rotondo, Trustees as aforesaid,

to said land is registered under said Chapter subject, however, to any of the encumbrances mentioned in Section forty-six of said Chapter, and any amendments thereto, which may be subsisting, and subject also as aforesaid.

Witness PETER W. KILBORN, Chief Justice of the Land Court, Department of the Trial Court, at Cambridge in said County of Middlesex

the third day of January the year nineteen hundred and ninety-seven

at 11 o'clock and 29 minutes in the fore-noon.

Attest, with the Seal of said Court, Assistant Recorder

Address of owners: 242 Salem Street, Woburn, MA 01801

Land Court Case No. 22628

ID# 3044

Transfer Certificate of Title

BK.1166 PG.129

No. 207279

From Transfer Certificate No. 173576 in Registration Book 998, Page 26

Originally Registered May 21, 1985 for the South Registry District of

Middlesex County

KP **This is to Certify that**

Paul Maggiore Builders Corporation, a corporation established under the laws of the Commonwealth of Massachusetts with its usual place of business at Woburn in the County of Middlesex and Commonwealth of Massachusetts is the owner in fee simple,

of that certain parcel of land situate in Woburn

in the County of Middlesex and said Commonwealth, described as follows:

Southwesterly, fifty feet, and
Northwesterly, two hundred thirty-eight and 15/100 feet by lot 18
as shown on plan hereinafter mentioned;
Easterly by land now or formerly of Boston and Maine Railroad
(Montreal Div.), fifty-two and 85/100 feet; and
Southeasterly by lot 11 on said plan, two hundred twenty-one
and 22/100 feet.

Said parcel is shown as lot 17 on said plan, (Plan No. 22628^E).

All of said boundaries are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 1166, Page 129, with Certificate 207279.

The above described land is subject to, and has the benefit of, the provisions contained in two indentures, one between the Boston and Maine Railroad and John J. Riley Company, dated December 3, 1945, duly recorded in Book 6918 Page 262 and the other between said Boston and Maine Railroad and the Woburn Packing Company dated November 29, 1945 duly recorded in Book 6917 Page 497.

The above described land is subject to a Taking by the City of Newton of Permanent sewer easement and temporary construction easement, Document No. 473793.

There is appurtenant to the above described land the right to use the area marked "easement" to the west of said land shown on said plan, for sewer and gas utility purposes in common with others entitled thereto as set forth in Document No. 1021424.

The above described land is subject to and has the benefit of an easement on the westerly side of said land as shown on said plan, as set forth in said Document No. 1021424.

1021424
207279
1166
130

US EPA ARCHIVE DOCUMENT

ertificate No. 207279 cont'd.

1021623

DOCUMENT

141173

141173

146616

1021623

And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws and any amendments thereto, and that the title of said

Paul Maggiore Builders Corporation

to said land is registered under said Chapter subject, however, to any of the encumbrances mentioned in Section forty-six of said Chapter, and any amendments thereto, which may be subsisting, and subject also as aforesaid.

Witness PETER W. KILBORN, Chief Justice of the Land Court, Department of the Trial Court, at Cambridge in said County of Middlesex

the third day of January the year nineteen hundred and ninety-seven

at 11 o'clock and 29 minutes in the fore-noon.

Attest, with the Seal of said Court, *Eugene C. Bona*
Assistant Recorder

Address of owner: 13 Wheeler Street, Woburn, MA 01801

Land Court Case No. 22628

ID# 3043

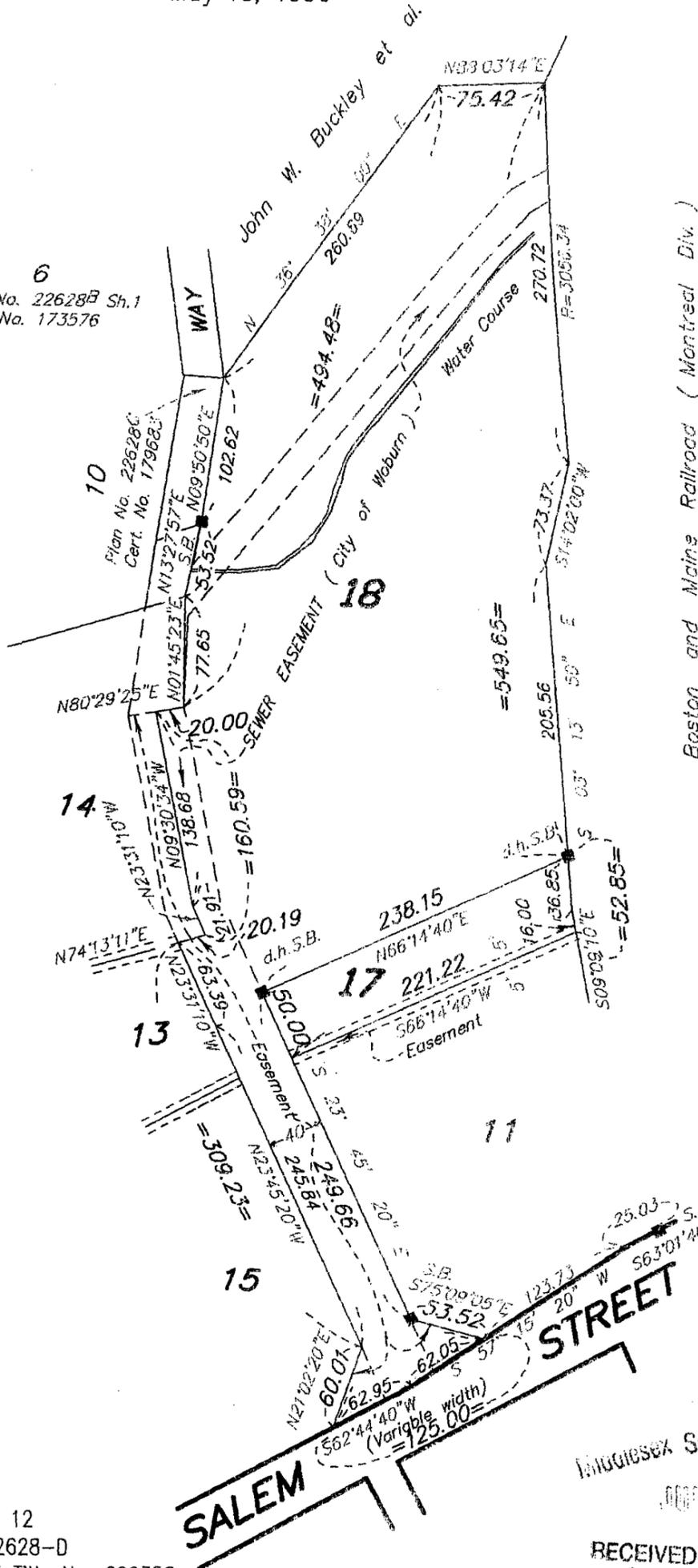
US EPA ARCHIVE DOCUMENT

SUBDIVISION PLAN OF LAND IN WOBURN
Eastern Land Survey Associates, Inc., Surveyors
May 16, 1996

22628



6
Plan No. 22628B Sh.1
Cert. No. 173576



Subdivision of Lot 12
Shown on Plan 22628-D
Filed with Cert. of Title No. 200358
South Registry District of Middlesex County

Separate certificates of title may be issued for land
shown hereon as Lots 17 and 18
By the Court.

OCT. 23, 1996

James H. Maloney
Recorder

AB11-02PS

Middlesex South Registry District

RECEIVED FOR REGISTRATION

10:00 AM

Abutters are shown as
on original decree plan.

Copy of part of plan
filed in

LAND REGISTRATION OFFICE
OCT. 23, 1996

Scale of this plan 100 feet to an inch
Louis A. Moore, Engineer for Court

US EPA ARCHIVE DOCUMENT

Transfer Certificate of Title.

BK.1132 PG.9

No. 200359

From Transfer Certificate No. 200358 in Registration Book 1132, Page 8
Originally Registered September 2, 1994 for the South Registry District of
Middlesex County

This is to Certify that

Beryl E. Rotondo and Charles J. Rotondo, both of Woburn in the
County of Middlesex and Commonwealth of Massachusetts, Trustees of B&C Realty
Nominee Trust under a Declaration of Trust dated August 23, 1994, and
registered September 2, 1994, being Document No. 957473, filed in the Land
Registration Office for the South Registry District of Middlesex County,

are the owners in fee simple,

of that certain parcel of land situate in Woburn

in the County of Middlesex and said Commonwealth, described as follows:

Southeasterly by Salem Street, one hundred forty-eight
and 76/100 feet;
Southwesterly, fifty-three and 52/100 feet,
Southwesterly, again, one hundred ninety-nine and 66/100 feet, and
Northwesterly, two hundred twenty-one and 22/100 feet, all by lot 12
as shown on plan hereinafter mentioned; and
Easterly by land now or formerly of Boston and Maine Railroad
(Montreal Div.), two hundred sixteen and 17/100 feet.

Said parcel is shown as lot 11 on said plan, (Plan No. 22628^D).

All of said boundaries are determined by the Court to be located as shown on
a subdivision plan, as approved by the Court, filed in the Land Registration
Office, a copy of which is filed in the Registry of Deeds for the South
Registry District of Middlesex County in Registration Book 1132, Page 8, with
Certificate 200358.

The above described land is subject to, and has the benefit of, the
provisions contained in two indentures, one between the Boston and Maine
Railroad and John J. Riley Company, dated December 3, 1945, duly recorded in
Book 6918 Page 262 and the other between said Boston and Maine Railroad and
the Woburn Packing Company dated November 29, 1945 duly recorded in Book 6917
Page 497.

The above described land is subject to a Taking by the City of Woburn of
Permanent sewer easement and temporary construction easement, Document No.
473793.

And it is further certified that said land is under the operation and
provisions of Chapter 185 of the General Laws and any amendments thereto, and
that the title of said

Beryl E. Rotondo and Charles J. Rotondo, Trustees as aforesaid,

to said land is registered under said Chapter subject, however, to any of the
encumbrances mentioned in Section forty-six of said Chapter, and any
amendments thereto, which may be subsisting, and subject also as aforesaid.

Witness ROBERT V. CAUCHON, Chief Justice of the Land Court, Department of
the Trial Court, at Cambridge in said County of Middlesex

the second day of September the year nineteen hundred and ninety-four

at 3 o'clock and 17 minutes in the after-noon.

Attest, with the Seal of said Court,
Robert V. Cauchon
Assistant Recorder

Address of owner: 242 Salem Street, Woburn, MA 01801

Land Court Case No. 22628

ID# 2938

Memoranda of Incumbrances

490974

KIND: Release of Easement
 IN FAVOR OF: Edwin M. Howard et al Trs. to
 John J. Riley Company
 TERMS: Releasing and abandoning easements &c. See Doc.
 DATE OF INSTR: Apr. 22, 1971
 DATE OF REG: Oct. 18, 1971 TIME OF REG: 11:35 AM
 SIGNATURE: *Eugene J. Bunn* Asst. Recorder

95747

490975

KIND: Release of Easement
 IN FAVOR OF: John W. Buckley et al Mtgees. to
 Edwin M. Howard et al Trs.
 TERMS: Releasing and abandoning easements &c. See Doc.
 DATE OF INSTR: Oct. 1, 1971
 DATE OF REG: Oct. 18, 1971 TIME OF REG: 11:35 AM
 SIGNATURE: *Eugene J. Bunn* Asst. Recorder

95747

633354*

KIND: Mortgage
 IN FAVOR OF: BayBank Middlesex
 TERMS: \$520,000. as stated in mortgage,
 covering this and other land.
 DATE OF INSTR: Jan. 6, 1983
 DATE OF REG: Jan. 6, 1983 TIME OF REG: 2:55 PM
 SIGNATURE: *Eugene J. Bunn* Asst. Recorder

9574

633355

KIND: Assignment
 IN FAVOR OF: BayBank Middlesex
 TERMS: Assignment of rents &c.
 under Mortgage Document No. 633354.
 DATE OF INSTR: Jan. 6, 1983
 DATE OF REG: Jan. 6, 1983 TIME OF REG: 2:55 PM
 SIGNATURE: *Eugene J. Bunn* Asst. Recorder

9574

682182

KIND: Notice of Lease
 IN FAVOR OF: Wedel Corporation to Riley Leather Co., Inc.
 TERMS: Leasing within described land for term of five
 years as of May 21, 1985 and continuing after
 the initial term from year to year until
 May 20, 2030. See Doc.
 DATE OF INSTR: May 21, 1985
 DATE OF REG: May 29, 1985 TIME OF REG: 10:45 AM
 SIGNATURE: *Eugene J. Bunn* Asst. Recorder

957

741171

KIND: Copy of Decision
 IN FAVOR OF: City of Woburn (Board of Appeals)
 TERMS: See Document,
 affecting this and other registered land.
 DATE OF INSTR: - -
 DATE OF REG: Apr. 7, 1987 TIME OF REG: 1:15 PM
 SIGNATURE: *Eugene J. Bunn* Asst. Recorder

96

741172

KIND: Copy of Decision
 IN FAVOR OF: City of Woburn
 TERMS: See Document,
 affecting this and other registered land.
 DATE OF INSTR: - -
 DATE OF REG: Apr. 7, 1987 TIME OF REG: 1:15 PM
 SIGNATURE: *Eugene J. Bunn* Asst. Recorder

Memoranda of Incumbrances No. 200359

DOCUMENT

746616 KIND: Extension
IN FAVOR OF: City of Woburn (Board of Appeals)
TERMS: Affecting Copy of Decision Document No. 741171.
DATE OF INSTR: - -
DATE OF REG: June 2, 1987 TIME OF REG: 10:30 AM
SIGNATURE: [Signature] Asst. Recorder

957473 KIND: Declaration of Trust
IN FAVOR OF: Charles J. Rotondo et al Trs. of
B&C Realty Nominee Trust
TERMS: See Document
DATE OF INSTR: Aug. 23, 1994
DATE OF REG: Sept. 2, 1994 TIME OF REG: 3:17 PM
SIGNATURE: [Signature] Asst. Recorder

957474* KIND: Mortgage and Trustees' Certificate
IN FAVOR OF: UTrust
TERMS: \$450,000. as stated in mortgage.
DATE OF INSTR: Sept. 1, 1994
DATE OF REG: Sept. 2, 1994 TIME OF REG: 3:17 PM
SIGNATURE: [Signature] Asst. Recorder

957475 KIND: Assignment
IN FAVOR OF: UTrust
TERMS: Assignment of rents &c.
under Mortgage Document No. 957474.
DATE OF INSTR: Sept. 1, 1994
DATE OF REG: Sept. 2, 1994 TIME OF REG: 3:17 PM
SIGNATURE: [Signature] Asst. Recorder

957476* KIND: Mortgage
IN FAVOR OF: UTrust
TERMS: \$360,000. as stated in mortgage.
DATE OF INSTR: Sept. 1, 1994
DATE OF REG: Sept. 2, 1994 TIME OF REG: 3:17 PM
SIGNATURE: [Signature] Asst. Recorder

957477 KIND: Assignment
IN FAVOR OF: UTrust
TERMS: Assignment of rents &c.
under Mortgage Document No. 957476.
DATE OF INSTR: Sept. 1, 1994
DATE OF REG: Sept. 2, 1994 TIME OF REG: 3:17 PM
SIGNATURE: [Signature] Asst. Recorder

961521 KIND: Notice of Written Contract
IN FAVOR OF: Metl-Span Corporation, Supplier
TERMS: Contract dated September 13, 1994.
Supplier to furnish labor and material.
Contract to be completed on or before
October 28, 1994.
DATE OF INSTR: - -
DATE OF REG: Oct. 28, 1994 TIME OF REG: 2:56 PM
SIGNATURE: [Signature] Asst. Recorder

Memoranda of Encumbrances

No. 200359

DOCUMENT

DOCUMI

961787 KIND: Termination
 IN FAVOR OF:
 TERMS: Termination of Notice of Lease
 Document No. 682182.
 DATE OF INSTR: Oct. 26, 1994
 DATE OF REG: Nov. 1, 1994 TIME OF REG: 2:51 PM
 SIGNATURE: *Lynne L. Quinn* Asst. Recorder

99135

961788 KIND: Discharge &c.
 IN FAVOR OF:
 * TERMS: Discharging Mortgage Document No. 633354 and
 Releasing Assignment Document No. 633355.
 DATE OF INSTR: Oct. 28, 1994
 DATE OF REG: Nov. 1, 1994 TIME OF REG: 2:51 PM
 SIGNATURE: *Lynne L. Quinn* Asst. Recorder

99135

962516 KIND: Notice of Dissolution by
 IN FAVOR OF: Metl-Span Corporation
 TERMS: Dissolution of Notice of Written Contract
 Document No. 961521.
 DATE OF INSTR: - -
 DATE OF REG: Nov. 15, 1994 TIME OF REG: 10:52 AM
 SIGNATURE: *Lynne L. Quinn* Asst. Recorder

9913

966854 KIND: Mortgage and Trustees' Certificate
 IN FAVOR OF: Bay Colony Development Corp.
 TERMS: \$373,000. as stated in mortgage.
 DATE OF INSTR: Jan. 13, 1995
 DATE OF REG: Jan. 20, 1995 TIME OF REG: 11:39 AM
 SIGNATURE: *Lynne L. Quinn* Asst. Recorder

9932

966855 KIND: Assignment
 IN FAVOR OF: Bay Colony Development Corp.
 TERMS: Assignment of rents &c.
 under Mortgage Document No. 966854.
 DATE OF INSTR: Jan. 13, 1995
 DATE OF REG: Jan. 20, 1995 TIME OF REG: 11:39 AM
 SIGNATURE: *Lynne L. Quinn* Asst. Recorder

994

966856 KIND: Assignment
 IN FAVOR OF: U.S. Small Business Administration
 TERMS: Assigning Mortgage Document No. 966854 and
 Assignment Document No. 966855.
 DATE OF INSTR: Jan. 13, 1995
 DATE OF REG: Jan. 20, 1995 TIME OF REG: 11:39 AM
 SIGNATURE: *Lynne L. Quinn* Asst. Recorder

994

969282 KIND: Municipal Liens Certificate
 IN FAVOR OF: City of Woburn
 TERMS: See Document
 DATE OF INSTR: Feb. 23, 1995
 DATE OF REG: Mar. 2, 1995 TIME OF REG: 3:10 PM
 SIGNATURE: *Lynne L. Quinn* Asst. Recorder

11

969890 KIND: Discharge
 IN FAVOR OF:
 * TERMS: Discharging Mortgage Document No. 957476.
 DATE OF INSTR: Jan. 20, 1995
 DATE OF REG: Mar. 15, 1995 TIME OF REG: 9:03 AM
 SIGNATURE: *Lynne L. Quinn* Asst. Recorder

11

US EPA ARCHIVE DOCUMENT

Memoranda of Encumbrances

No. 200359

DOCUMENT

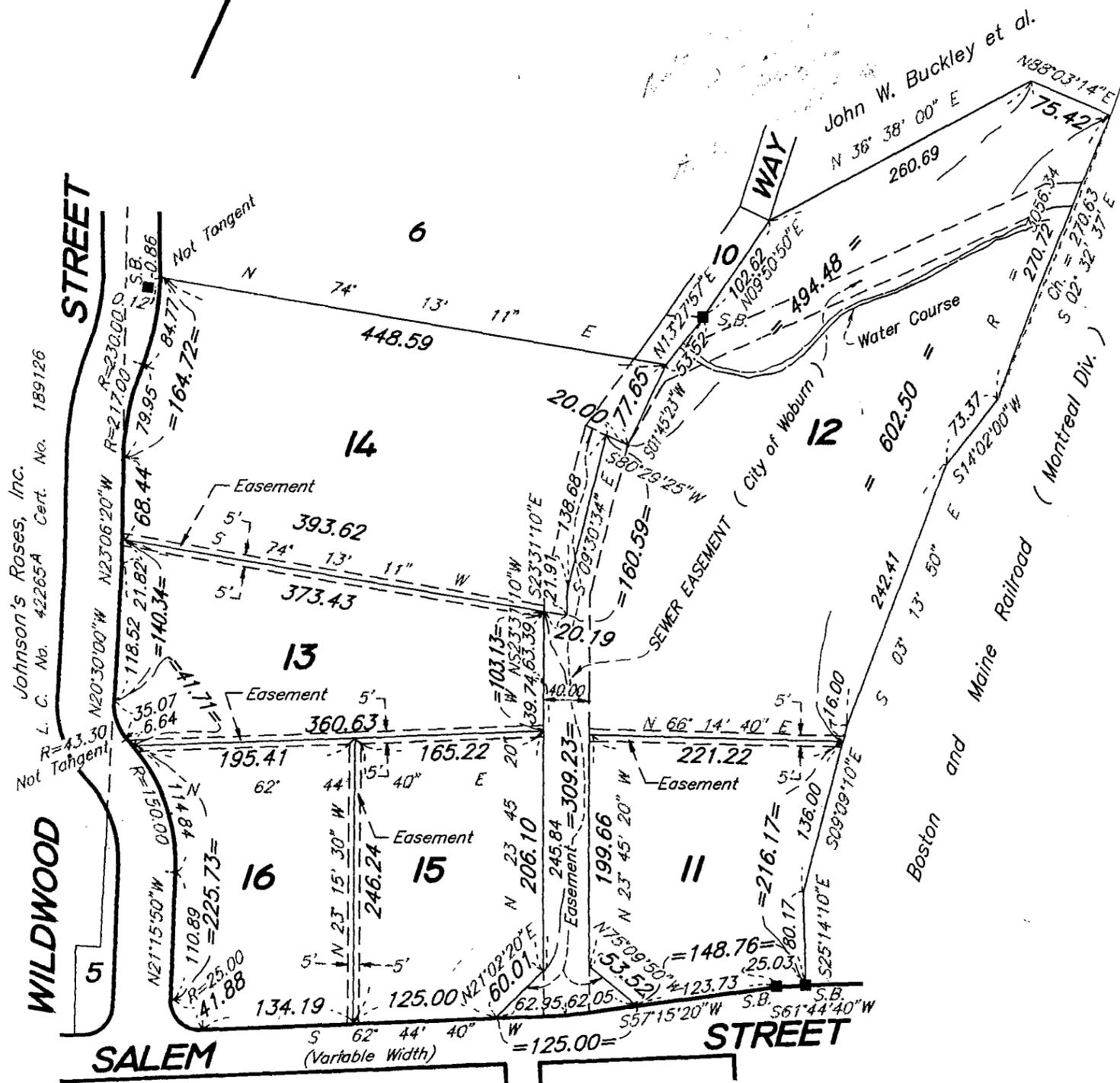
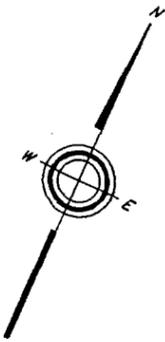
991354	KIND: IN FAVOR OF: TERMS: DATE OF INSTR: DATE OF REG:	<u>Municipal Liens Certificate</u> City of Woburn See Document Nov. 15, 1995 Dec. 29, 1995 TIME OF REG: 4:10 PM
	SIGNATURE: <i>Eugene C. Buma</i> Asst. Recorder
991355	KIND: IN FAVOR OF: TERMS: DATE OF INSTR: DATE OF REG:	<u>Mortgage and Trustees' Certificate</u> Central Cooperative Bank \$438,000. as stated in mortgage. Dec. 28, 1995 Dec. 29, 1995 TIME OF REG: 4:10 PM
	SIGNATURE: <i>Eugene C. Buma</i> Asst. Recorder
991356	KIND: IN FAVOR OF: TERMS: DATE OF INSTR: DATE OF REG:	<u>Assignment</u> Central Cooperative Bank Assignment of rents &c. under Mortgage Document No. 991355. Dec. 28, 1995 Dec. 29, 1995 TIME OF REG: 4:10 PM
	SIGNATURE: <i>Eugene C. Buma</i> Asst. Recorder
993207	KIND: IN FAVOR OF: TERMS: DATE OF INSTR: DATE OF REG:	<u>Subordination by</u> U.S. Small Business Administration Subordination of Mortgage Document No. 966854 and Assignment Document No. 966855 to Mortgage Document No. 991355 and Assignment Document No. 991356. - - Jan. 26, 1996 TIME OF REG: 2:10 PM
	SIGNATURE: <i>Eugene C. Buma</i> Asst. Recorder
994325	KIND: IN FAVOR OF: TERMS: DATE OF INSTR: DATE OF REG:	<u>Discharge &c.</u> * Discharging Mortgage Document No. 957474 and Releasing Assignment Document No. 957475. Jan. 26, 1996 Feb. 9, 1996 TIME OF REG: 10:13 AM
	SIGNATURE: <i>Eugene C. Buma</i> Asst. Recorder
994326	KIND: IN FAVOR OF: TERMS: DATE OF INSTR: DATE OF REG:	<u>Release</u> Releasing Assignment Document No. 957477. Jan. 26, 1996 Feb. 9, 1996 TIME OF REG: 10:13 AM
	SIGNATURE: <i>Eugene C. Buma</i> Asst. Recorder
1129099	KIND: IN FAVOR OF: TERMS: DATE OF INSTR: DATE OF REG:	<u>Mortgage and Trustees' Ctf.</u> Central Cooperative Bank \$160,000. as stated in mortgage. Jan. 19, 2000 Jan. 19, 2000 TIME OF REG: 2:16 PM
	SIGNATURE: <i>Eugene C. Buma</i> Asst. Recorder
1129100	KIND: IN FAVOR OF: TERMS: DATE OF INSTR: DATE OF REG:	<u>Assignment</u> Central Cooperative Bank Assignment of rents &c. under Mortgage Document No. 1129099. Jan. 19, 2000 Jan. 19, 2000 TIME OF REG: 2:16 PM
	SIGNATURE: <i>Eugene C. Buma</i> Asst. Recorder

US EPA ARCHIVE DOCUMENT

SUBDIVISION PLAN OF LAND IN WOBURN
Eastern Land Survey Associates, Inc., Surveyors

22628D

June 14, 1994



Johnson's Roses, Inc.
L. C. No. 42265A Cert. No. 189126

Not Tangent
R=43.50

Middlesex South Registry District
FEB 17 1996

RECEIVED FOR REGISTRATION
3 O'CLOCK 15 P.
Pd #20.

Subdivision of Lots 2 and 3, Lot 4 and Lot 9
Shown on Plan 22628-A sh. 1 and 2, 22628-B sh. 2 and 22628-C
Filed with Cert. of Title No. 73122, 173576 and 179683.
South Registry District of Middlesex County

Separate certificates of title may be issued for land
shown hereon as Lots 11 through 16
By the Court.

James M. Maloney
Deputy Recorder

JULY 28, 1994

KEC-0020

Copy of part of plan
filed in
LAND REGISTRATION OFFICE
JULY 28, 1994
Scale of this plan 120 feet to an inch
Louis A. Moore, Engineer for Court

US EPA ARCHIVE DOCUMENT

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Transfer Certificate of Title.

BK.1132 PG.9

No. 200359

From Transfer Certificate No. 200358 in Registration Book 1132, Page 8
Originally Registered September 2, 1994 for the South Registry District of
Middlesex County

This is to Certify that

Beryl E. Rotondo and Charles J. Rotondo, both of Woburn in the
County of Middlesex and Commonwealth of Massachusetts, Trustees of B&C Realty
Nominee Trust under a Declaration of Trust dated August 23, 1994, and
registered September 2, 1994, being Document No. 957473, filed in the Land
Registration Office for the South Registry District of Middlesex County,

are the owners in fee simple,

of that certain parcel of land situate in Woburn

in the County of Middlesex and said Commonwealth, described as follows:

Southeasterly by Salem Street, one hundred forty-eight
and 76/100 feet;
Southwesterly, fifty-three and 52/100 feet,
Southwesterly, again, one hundred ninety-nine and 66/100 feet, and
Northwesterly, two hundred twenty-one and 22/100 feet, all by lot 12
as shown on plan hereinafter mentioned; and
Easterly by land now or formerly of Boston and Maine Railroad
(Montreal Div.), two hundred sixteen and 17/100 feet.

Said parcel is shown as lot 11 on said plan, (Plan No. 22628^D).

All of said boundaries are determined by the Court to be located as shown on
a subdivision plan, as approved by the Court, filed in the Land Registration
Office, a copy of which is filed in the Registry of Deeds for the South
Registry District of Middlesex County in Registration Book 1132, Page 8, with
Certificate 200358.

The above described land is subject to, and has the benefit of, the
provisions contained in two indentures, one between the Boston and Maine
Railroad and John J. Riley Company, dated December 3, 1945, duly recorded in
Book 6918 Page 262 and the other between said Boston and Maine Railroad and
the Woburn Packing Company dated November 29, 1945 duly recorded in Book 6917
Page 497.

The above described land is subject to a Taking by the City of Woburn of
Permanent sewer easement and temporary construction easement, Document No.
473793.

And it is further certified that said land is under the operation and
provisions of Chapter 185 of the General Laws and any amendments thereto, and
that the title of said

Beryl E. Rotondo and Charles J. Rotondo, Trustees as aforesaid,

to said land is registered under said Chapter subject, however, to any of the
encumbrances mentioned in Section forty-six of said Chapter, and any
amendments thereto, which may be subsisting, and subject also as aforesaid.

Witness ROBERT V. CAUCHON, Chief Justice of the Land Court, Department of
the Trial Court, at Cambridge in said County of Middlesex

the second day of September the year nineteen hundred and ninety-four

at 3 o'clock and 17 minutes in the after-noon.

Attest, with the Seal of said Court,

Robert V. Cauchon
Assistant Recorder

Address of owner: 242 Salem Street, Woburn, MA 01801

Land Court Case No. 22628

ID# 2938

Memoranda of Encumbrances

DOCUMENT

490974

KIND: Release of Easement
 IN FAVOR OF: Edwin M. Howard et al Trs. to
John J. Riley Company
 TERMS: Releasing and abandoning easements &c. See Doc.
 DATE OF INSTR: Apr. 22, 1971
 DATE OF REG: Oct. 18, 1971 TIME OF REG: 11:35 AM
 SIGNATURE: *[Signature]* Asst. Recorder

490975

KIND: Release of Easement
 IN FAVOR OF: John W. Buckley et al Mtgees. to
Edwin M. Howard et al Trs.
 TERMS: Releasing and abandoning easements &c. See Doc.
 DATE OF INSTR: Oct. 1, 1971
 DATE OF REG: Oct. 18, 1971 TIME OF REG: 11:35 AM
 SIGNATURE: *[Signature]* Asst. Recorder

633354*

KIND: Mortgage
 IN FAVOR OF: BayBank Middlesex
 TERMS: \$520,000. as stated in mortgage,
covering this and other land.
 DATE OF INSTR: Jan. 6, 1983
 DATE OF REG: Jan. 6, 1983 TIME OF REG: 2:55 PM
 SIGNATURE: *[Signature]* Asst. Recorder

633355

KIND: Assignment
 IN FAVOR OF: BayBank Middlesex
 TERMS: Assignment of rents &c.
under Mortgage Document No. 633354.
 DATE OF INSTR: Jan. 6, 1983
 DATE OF REG: Jan. 6, 1983 TIME OF REG: 2:55 PM
 SIGNATURE: *[Signature]* Asst. Recorder

682182

KIND: Notice of Lease
 IN FAVOR OF: Wedel Corporation to Riley Leather Co., Inc.
 TERMS: Leasing within described land for term of five
years as of May 21, 1985 and continuing after
the initial term from year to year until
May 20, 2030. See Doc.
 DATE OF INSTR: May 21, 1985
 DATE OF REG: May 29, 1985 TIME OF REG: 10:45 AM
 SIGNATURE: *[Signature]* Asst. Recorder

741171

KIND: Copy of Decision
 IN FAVOR OF: City of Woburn (Board of Appeals)
 TERMS: See Document,
affecting this and other registered land.
 DATE OF INSTR: - -
 DATE OF REG: Apr. 7, 1987 TIME OF REG: 1:15 PM
 SIGNATURE: *[Signature]* Asst. Recorder

741172

KIND: Copy of Decision
 IN FAVOR OF: City of Woburn
 TERMS: See Document,
affecting this and other registered land.
 DATE OF INSTR: - -
 DATE OF REG: Apr. 7, 1987 TIME OF REG: 1:15 PM
 SIGNATURE: *[Signature]* Asst. Recorder

DOCUMENT

746616 KIND: Extension
 IN FAVOR OF: City of Woburn (Board of Appeals)
 TERMS: Affecting Copy of Decision Document No. 741171.
 DATE OF INSTR: - -
 DATE OF REG: June 2, 1987 TIME OF REG: 10:30 AM
 SIGNATURE: *Eugene C. Quinn* Asst. Recorder

957473 KIND: Declaration of Trust
 IN FAVOR OF: Charles J. Rotondo et al Trs. of
 B&C Realty Nominee Trust
 TERMS: See Document
 DATE OF INSTR: Aug. 23, 1994
 DATE OF REG: Sept. 2, 1994 TIME OF REG: 3:17 PM
 SIGNATURE: *Eugene C. Quinn* Asst. Recorder

957474* KIND: Mortgage and Trustees' Certificate
 IN FAVOR OF: USTrust
 TERMS: \$450,000, as stated in mortgage.
 DATE OF INSTR: Sept. 1, 1994
 DATE OF REG: Sept. 2, 1994 TIME OF REG: 3:17 PM
 SIGNATURE: *Eugene C. Quinn* Asst. Recorder

957475 KIND: Assignment
 IN FAVOR OF: USTrust
 TERMS: Assignment of rents &c.
 under Mortgage Document No. 957474.
 DATE OF INSTR: Sept. 1, 1994
 DATE OF REG: Sept. 2, 1994 TIME OF REG: 3:17 PM
 SIGNATURE: *Eugene C. Quinn* Asst. Recorder

957476* KIND: Mortgage
 IN FAVOR OF: USTrust
 TERMS: \$360,000, as stated in mortgage.
 DATE OF INSTR: Sept. 1, 1994
 DATE OF REG: Sept. 2, 1994 TIME OF REG: 3:17 PM
 SIGNATURE: *Eugene C. Quinn* Asst. Recorder

957477 KIND: Assignment
 IN FAVOR OF: USTrust
 TERMS: Assignment of rents &c.
 under Mortgage Document No. 957476.
 DATE OF INSTR: Sept. 1, 1994
 DATE OF REG: Sept. 2, 1994 TIME OF REG: 3:17 PM
 SIGNATURE: *Eugene C. Quinn* Asst. Recorder

961521 KIND: Notice of Written Contract
 IN FAVOR OF: Metl-Span Corporation, Supplier
 TERMS: Contract dated September 13, 1994.
 Supplier to furnish labor and material.
 Contract to be completed on or before
 October 28, 1994.
 DATE OF INSTR: - -
 DATE OF REG: Oct. 28, 1994 TIME OF REG: 2:56 PM
 SIGNATURE: *Eugene C. Quinn* Asst. Recorder

Memoranda of Incumbrances

No. 200359

DOCUMENT

961787 KIND: Termination
 IN FAVOR OF:
 TERMS: Termination of Notice of Lease
 Document No. 682182.
 DATE OF INSTR: Oct. 26, 1994
 DATE OF REG: Nov. 1, 1994 TIME OF REG: 2:51 PM
 SIGNATURE: *Francis Quinn* Asst. Recorder

00004
90135

961788 KIND: Discharge &c.
 IN FAVOR OF:
 * TERMS: Discharging Mortgage Document No. 633354 and
 Releasing Assignment Document No. 633355.
 DATE OF INSTR: Oct. 28, 1994
 DATE OF REG: Nov. 1, 1994 TIME OF REG: 2:51 PM
 SIGNATURE: *Francis Quinn* Asst. Recorder

90135

962516 KIND: Notice of Dissolution by
 IN FAVOR OF: Metl-Span Corporation
 TERMS: Dissolution of Notice of Written Contract
 Document No. 961521.
 DATE OF INSTR: - -
 DATE OF REG: Nov. 15, 1994 TIME OF REG: 10:52 AM
 SIGNATURE: *Francis Quinn* Asst. Recorder

90135

966854 KIND: Mortgage and Trustees' Certificate
 IN FAVOR OF: Bay Colony Development Corp.
 TERMS: \$373,000. as stated in mortgage.
 DATE OF INSTR: Jan. 13, 1995
 DATE OF REG: Jan. 20, 1995 TIME OF REG: 11:39 AM
 SIGNATURE: *Francis Quinn* Asst. Recorder

90135

966855 KIND: Assignment
 IN FAVOR OF: Bay Colony Development Corp.
 TERMS: Assignment of rents &c.
 under Mortgage Document No. 966854.
 DATE OF INSTR: Jan. 13, 1995
 DATE OF REG: Jan. 20, 1995 TIME OF REG: 11:39 AM
 SIGNATURE: *Francis Quinn* Asst. Recorder

90135

966856 KIND: Assignment
 IN FAVOR OF: U.S. Small Business Administration
 TERMS: Assigning Mortgage Document No. 966854 and
 Assignment Document No. 966855.
 DATE OF INSTR: Jan. 13, 1995
 DATE OF REG: Jan. 20, 1995 TIME OF REG: 11:39 AM
 SIGNATURE: *Francis Quinn* Asst. Recorder

90135

969282 KIND: Municipal Liens Certificate
 IN FAVOR OF: City of Woburn
 TERMS: See Document
 DATE OF INSTR: Feb. 23, 1995
 DATE OF REG: Mar. 2, 1995 TIME OF REG: 3:10 PM
 SIGNATURE: *Francis Quinn* Asst. Recorder

1129

969890 KIND: Discharge
 IN FAVOR OF:
 * TERMS: Discharging Mortgage Document No. 957476.
 DATE OF INSTR: Jan. 20, 1995
 DATE OF REG: Mar. 15, 1995 TIME OF REG: 9:03 AM
 SIGNATURE: *Francis Quinn* Asst. Recorder

1129

US EPA ARCHIVE DOCUMENT

Memoranda of Encumbrances

No. 200359

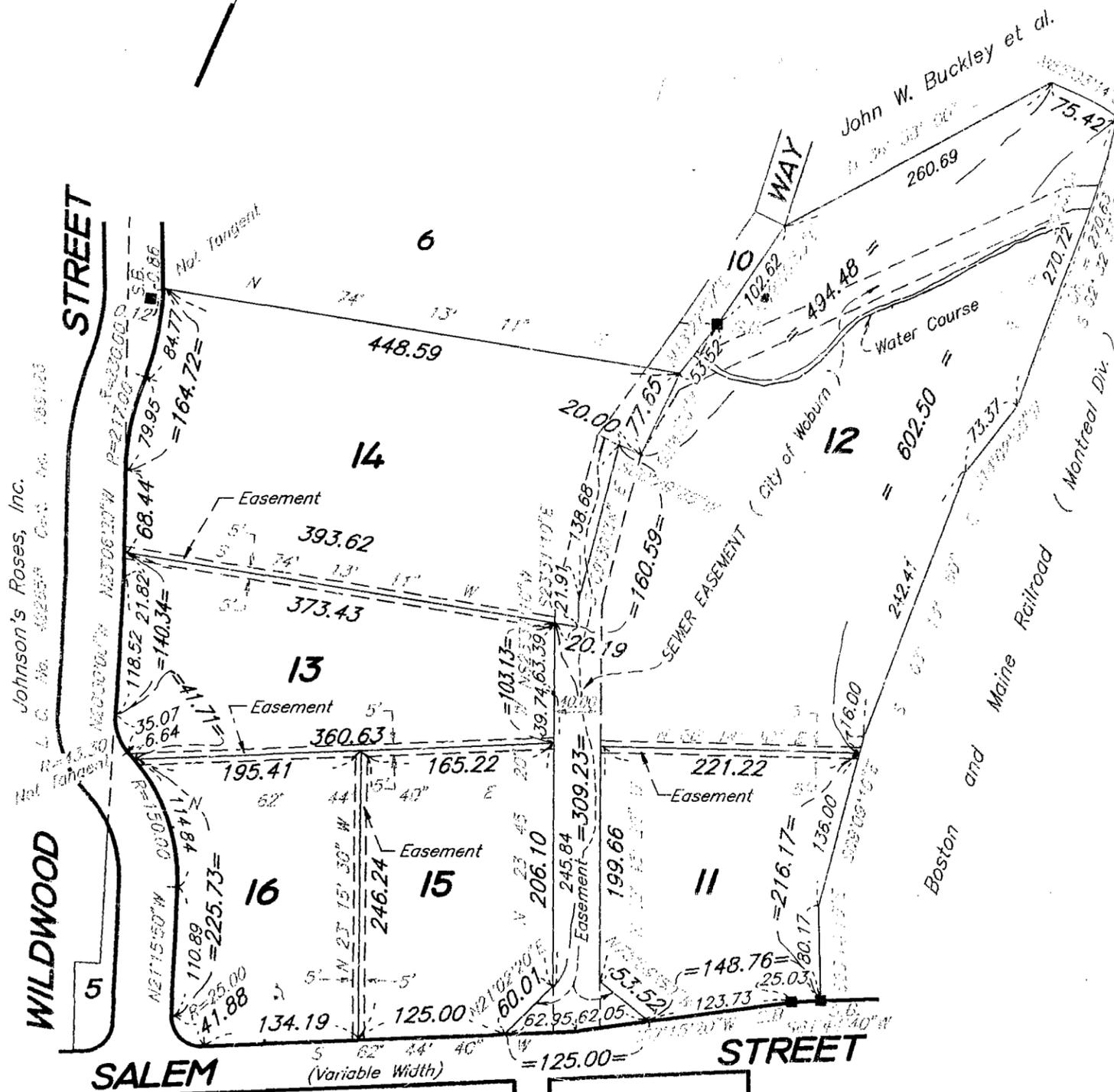
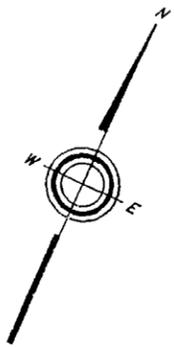
DOCUMENT

991354	KIND: IN FAVOR OF: TERMS: DATE OF INSTR: DATE OF REG:	<u>Municipal Liens Certificate</u> City of Woburn See Document Nov. 15, 1995 Dec. 29, 1995 TIME OF REG: 4:10 PM
	SIGNATURE: <i>[Signature]</i> Asst. Recorder
991355	KIND: IN FAVOR OF: TERMS: DATE OF INSTR: DATE OF REG:	<u>Mortgage and Trustees' Certificate</u> Central Cooperative Bank \$438,000. as stated in mortgage. Dec. 28, 1995 Dec. 29, 1995 TIME OF REG: 4:10 PM
	SIGNATURE: <i>[Signature]</i> Asst. Recorder
991356	KIND: IN FAVOR OF: TERMS: DATE OF INSTR: DATE OF REG:	<u>Assignment</u> Central Cooperative Bank Assignment of rents &c. under Mortgage Document No. 991355. Dec. 28, 1995 Dec. 29, 1995 TIME OF REG: 4:10 PM
	SIGNATURE: <i>[Signature]</i> Asst. Recorder
993207	KIND: IN FAVOR OF: TERMS: DATE OF INSTR: DATE OF REG:	<u>Subordination by</u> U.S. Small Business Administration Subordination of Mortgage Document No. 966854 and Assignment Document No. 966855 to Mortgage Document No. 991355 and Assignment Document No. 991356. - - Jan. 26, 1996 TIME OF REG: 2:10 PM
	SIGNATURE: <i>[Signature]</i> Asst. Recorder
994325	KIND: IN FAVOR OF: * TERMS: DATE OF INSTR: DATE OF REG:	<u>Discharge &c.</u> Discharging Mortgage Document No. 957474 and Releasing Assignment Document No. 957475. Jan. 26, 1996 Feb. 9, 1996 TIME OF REG: 10:13 AM
	SIGNATURE: <i>[Signature]</i> Asst. Recorder
994326	KIND: IN FAVOR OF: TERMS: DATE OF INSTR: DATE OF REG:	<u>Release</u> Releasing Assignment Document No. 957477. Jan. 26, 1996 Feb. 9, 1996 TIME OF REG: 10:13 AM
	SIGNATURE: <i>[Signature]</i> Asst. Recorder
1129099	KIND: IN FAVOR OF: TERMS: DATE OF INSTR: DATE OF REG:	<u>Mortgage and Trustees' Ctf.</u> Central Cooperative Bank \$160,000. as stated in mortgage. Jan. 19, 2000 Jan. 19, 2000 TIME OF REG: 2:16 PM
	SIGNATURE: <i>[Signature]</i> Asst. Recorder
1129100	KIND: IN FAVOR OF: TERMS: DATE OF INSTR: DATE OF REG:	<u>Assignment</u> Central Cooperative Bank Assignment of rents &c. under Mortgage Document No. 1129099. Jan. 19, 2000 Jan. 19, 2000 TIME OF REG: 2:16 PM
	SIGNATURE: <i>[Signature]</i> Asst. Recorder

US EPA ARCHIVE DOCUMENT

SUBDIVISION PLAN OF LAND IN WOBURN
Eastern Land Survey Associates, Inc., Surveyors
June 14, 1994

22628D



Johnson's Roses, Inc.
L.C. No. 402557 Cont. No. 189126

Subdivision of Lots 2 and 3, Lot 4 and Lot 9
Shown on Plan 22628-A sh. 1 and 2, 22628-B sh. 2 and 22628-C
Filed with Cert. of Title No. 73122, 173576 and 179683.
South Registry District of Middlesex County

Separate certificates of title may be issued for land
shown hereon as Lots 11 through 16
By the Court.

George M. Molloy
Deputy Recorder

JULY 28, 1994

KEC-0020

Middlesex South Registry District
FEB 11 1994
RECORDS SECTION
P. 420.

Abutters are shown as
on original decree plan.

Copy of part of plan
filed in
LAND REGISTRATION OFFICE
JULY 28, 1994
Scale of this plan 120 feet to an inch
Louis A. Moore, Engineer for Court

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US EPA ARCHIVE DOCUMENT

28^D

Transfer Certificate of Title.

BK.1132 PG. 8

No. 200358

From Transfer Certificate No. 173576 in Registration Book 998, Page 26
Originally Registered May 21, 1985 for the South Registry District of
Middlesex County

This is to Certify that

Paul Maggiore Builders, Corp.

of Woburn in the County of Middlesex and Commonwealth of Massachusetts
is the owner in fee simple,
of that certain parcel of land situate in Woburn
in the County of Middlesex and said Commonwealth, described as follows:

Southeasterly by Salem Street, one hundred forty-eight
and 76/100 feet;
Southwesterly, fifty-three and 52/100 feet,
Southwesterly, again, one hundred ninety-nine and 66/100 feet, and
Northwesterly, two hundred twenty-one and 22/100 feet, all by lot 12
as shown on plan hereinafter mentioned; and
Easterly by land now or formerly of Boston and Maine Railroad
(Montreal Div.), two hundred sixteen and 17/100 feet.

Said parcel is shown as lot 11 on said plan, (Plan No. 22628^D).

All of said boundaries are determined by the Court to be located as shown on
a subdivision plan, as approved by the Court, filed in the Land Registration
Office, a copy of which is filed in the Registry of Deeds for the South
Registry District of Middlesex County in Registration Book 1132, Page 8, with
Certificate 200358.

The above described land is subject to, and has the benefit of, the
provisions contained in two indentures, one between the Boston and Maine
Railroad and John J. Riley Company, dated December 3, 1945, duly recorded in
Book 6918 Page 262 and the other between said Boston and Maine Railroad and
the Woburn Packing Company dated November 29, 1945 duly recorded in Book 6917
Page 497.

The above described land is subject to a Taking by the City of Woburn of
Permanent sewer easement and temporary construction easement, Document No.
473793.

And it is further certified that said land is under the operation and
provisions of Chapter 185 of the General Laws and any amendments thereto, and
that the title of said

Paul Maggiore Builders Corp.

to said land is registered under said Chapter subject, however, to any of the
encumbrances mentioned in Section forty-six of said Chapter, and any
amendments thereto, which may be subsisting, and subject also as aforesaid.

Witness ROBERT V. CAUCHON, Chief Justice of the Land Court, Department of
the Trial Court, at Cambridge in said County of Middlesex

the second day of September the year nineteen hundred and ninety-four
at 3 o'clock and 17 minutes in the after-noon.

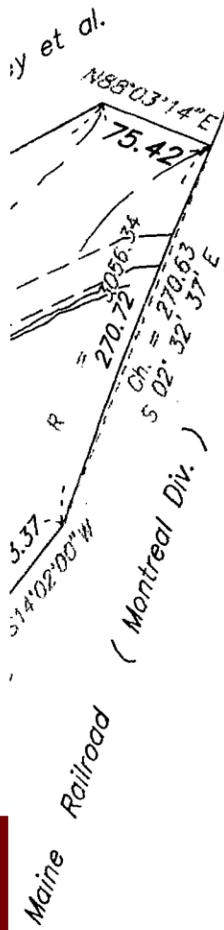
Attest, with the Seal of said Court, *[Signature]*
Assistant Recorder

Address of owner: 7 Wheeler Street, Woburn, MA 01801

Land Court Case No. 22628

ID# 2936

CANCELLED
by Document No. 954472
See Certificate No. 200359
Registration Book 1132 Page 9



US EPA ARCHIVE DOCUMENT

Registry District
1986
15 P

are shown as
decree plan.

part of plan
filed in
REGISTRATION OFFICE
28, 1994
at 120 feet to an inch
Engineer for Court

957471

Memoranda of Encumbrances

No. 200358

DOCUMENT

DOCUME

746616

490974

KIND: Release of Easement
 IN FAVOR OF: Edwin M. Howard et al Trs. to
 John J. Riley Company
 TERMS: Releasing and abandoning easements &c. See Doc.
 DATE OF INSTR: Apr. 22, 1971
 DATE OF REG: Oct. 18, 1971 TIME OF REG: 11:35 AM
 SIGNATURE: *Eugene J. Quinn* Asst. Recorder

95747:

490975

KIND: Release of Easement
 IN FAVOR OF: John W. Buckley et al Mtgees. to
 Edwin M. Howard et al Trs.
 TERMS: Releasing and abandoning easements &c. See Doc.
 DATE OF INSTR: Oct. 1, 1971
 DATE OF REG: Oct. 18, 1971 TIME OF REG: 11:35 AM
 SIGNATURE: *Eugene J. Quinn* Asst. Recorder

633354

KIND: Mortgage
 IN FAVOR OF: BayBank Middlesex
 TERMS: \$520,000. as stated in mortgage,
 covering this and other land.
 DATE OF INSTR: Jan. 6, 1983
 DATE OF REG: Jan. 6, 1983 TIME OF REG: 2:55 PM
 SIGNATURE: *Eugene J. Quinn* Asst. Recorder

633355

KIND: Assignment
 IN FAVOR OF: BayBank Middlesex
 TERMS: Assignment of rents &c.
 under Mortgage Document No. 633354.
 DATE OF INSTR: Jan. 6, 1983
 DATE OF REG: Jan. 6, 1983 TIME OF REG: 2:55 PM
 SIGNATURE: *Eugene J. Quinn* Asst. Recorder

682182

KIND: Notice of Lease
 IN FAVOR OF: Wedel Corporation to Riley Leather Co., Inc.
 TERMS: Leasing within described land for term of five
 years as of May 21, 1985 and continuing after
 the initial term from year to year until May 20,
 2030. See Doc.
 DATE OF INSTR: May 21, 1985
 DATE OF REG: May 29, 1985 TIME OF REG: 10:45 AM
 SIGNATURE: *Eugene J. Quinn* Asst. Recorder

741171

KIND: Copy of Decision
 IN FAVOR OF: City of Woburn (Board of Appeals)
 TERMS: See Document,
 affecting this and other registered land.
 DATE OF INSTR: - -
 DATE OF REG: Apr. 7, 1987 TIME OF REG: 1:15 PM
 SIGNATURE: *Eugene J. Quinn* Asst. Recorder

741172

KIND: Copy of Decision
 IN FAVOR OF: City of Woburn
 TERMS: See Document,
 affecting this and other registered land.
 DATE OF INSTR: - -
 DATE OF REG: Apr. 7, 1987 TIME OF REG: 1:15 PM
 SIGNATURE: *Eugene J. Quinn* Asst. Recorder

US EPA ARCHIVE DOCUMENT

628D

Transfer Certificate of Title.

BK.1132 PG. 8

No. 200358

From Transfer Certificate No. 173576 in Registration Book 998, Page 26
Originally Registered May 21, 1985 for the South Registry District of
Middlesex County

CANCELLED
by Document No. 957472
See Certificate No. 200359
Registration Book 1132 Page 9

This is to Certify that

Paul Maggiore Builders, Corp.

of Woburn in the County of Middlesex and Commonwealth of Massachusetts
is the owner in fee simple,
of that certain parcel of land situate in Woburn
in the County of Middlesex and said Commonwealth, described as follows:

Southeasterly by Salem Street, one hundred forty-eight
and 76/100 feet;
Southwesterly, fifty-three and 52/100 feet,
Southwesterly, again, one hundred ninety-nine and 66/100 feet, and
Northwesterly, two hundred twenty-one and 22/100 feet, all by lot 12
as shown on plan hereinafter mentioned; and
Easterly by land now or formerly of Boston and Maine Railroad
(Montreal Div.), two hundred sixteen and 17/100 feet.

Said parcel is shown as lot 11 on said plan, (Plan No. 22628^D).

All of said boundaries are determined by the Court to be located as shown on
a subdivision plan, as approved by the Court, filed in the Land Registration
Office, a copy of which is filed in the Registry of Deeds for the South
Registry District of Middlesex County in Registration Book 1132, Page 8, with
Certificate 200358.

The above described land is subject to, and has the benefit of, the
provisions contained in two indentures, one between the Boston and Maine
Railroad and John J. Riley Company, dated December 3, 1945, duly recorded in
Book 6918 Page 262 and the other between said Boston and Maine Railroad and
the Woburn Packing Company dated November 29, 1945 duly recorded in Book 6917
Page 497.

The above described land is subject to a Taking by the City of Woburn of
Permanent sewer easement and temporary construction easement, Document No.
473793.

And it is further certified that said land is under the operation and
provisions of Chapter 185 of the General Laws and any amendments thereto, and
that the title of said

Paul Maggiore Builders Corp.

to said land is registered under said Chapter subject, however, to any of the
encumbrances mentioned in Section forty-six of said Chapter, and any
amendments thereto, which may be subsisting, and subject also as aforesaid.

Witness ROBERT V. CAUCHON, Chief Justice of the Land Court, Department of
the Trial Court, at Cambridge in said County of Middlesex

the second day of September the year nineteen hundred and ninety-four
at 3 o'clock and 17 minutes in the after-noon.

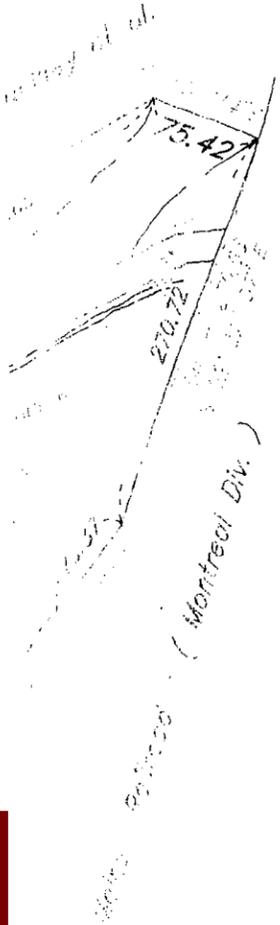
Attest, with the Seal of said Court,

Augustine C. Bruner
Assistant Recorder

Address of owner: 7 Wheeler Street, Woburn, MA 01801

Land Court Case No. 22628

ID# 2936



US EPA ARCHIVE DOCUMENT

As shown on
said decree plan.
part of plan
filed in
REGISTRATION OFFICE
1994
1/10 inch
Engineering for Court

Memoranda of Incumbrances

No. 200358

DOCUMENT

746616 KIND: Extension
 IN FAVOR OF: City of Woburn (Board of Appeals)
 TERMS: Affecting Copy of Decision Document No. 741171,
 DATE OF INSTR: - -
 DATE OF REG: June 2, 1987 TIME OF REG: 10:30 AM
 SIGNATURE: *Reginald Quinn* Asst. Recorder

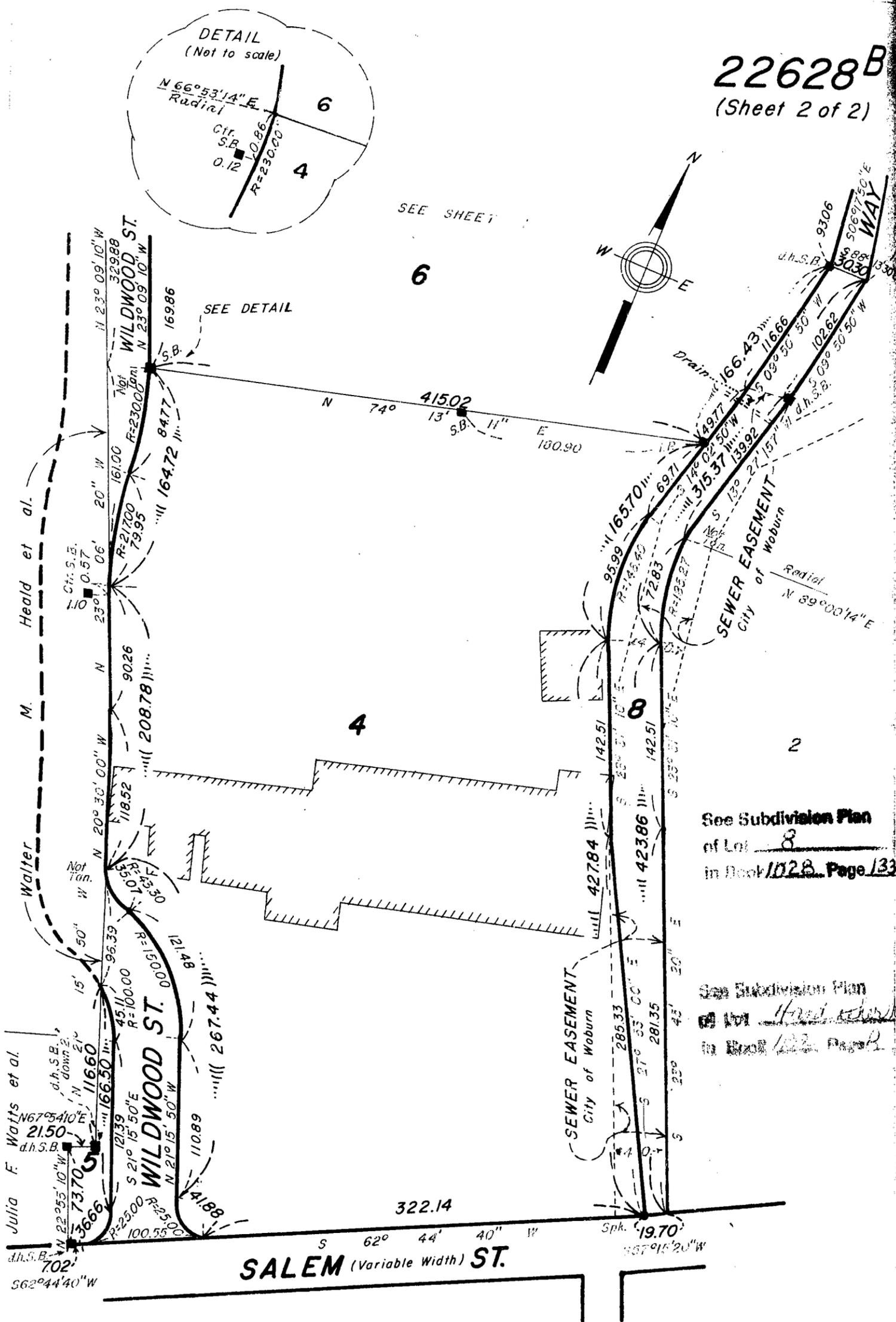
957472 KIND: Deed
 IN FAVOR OF: Beryl E. Rotondo et al Trs.
 TERMS: Conveying within described land,
 this certificate cancelled.

 See Certificate 200359, Book 1132, Page 9

 DATE OF INSTR: Sept. 1, 1994
 DATE OF REG: Sept. 2, 1994 TIME OF REG: 3:17 PM
 SIGNATURE: *Reginald Quinn* Asst. Recorder

US EPA ARCHIVE DOCUMENT

22628B
(Sheet 2 of 2)



SEE SHEET

6

SEE DETAIL

See Subdivision Plan
of Lot 8
in Book 102B, Page 133

See Subdivision Plan
of Lot 141
in Book 102B, Page 133

SALEM (Variable Width) ST.

Scale: 1 in. = 80 ft.

MPG

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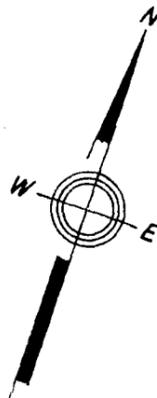
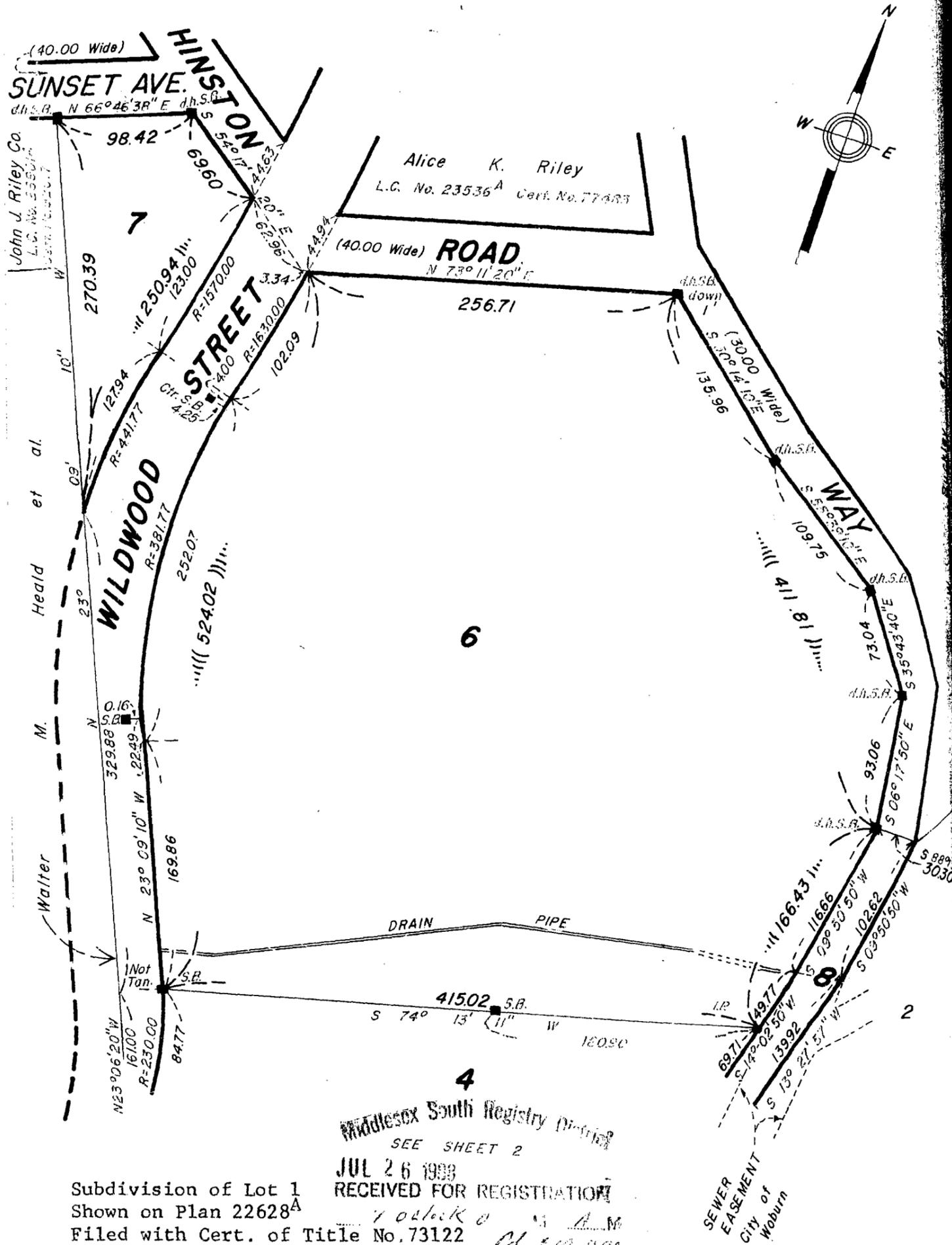
SUBDIVISION PLAN OF LAND IN WOBURN

Hayes Engineering, Inc., Surveyors

March 14, 1985

22628B

(Sheet 1 of 2)



Middlesex South Registry District
 SEE SHEET 2

JUL 26 1985
 RECEIVED FOR REGISTRATION

Subdivision of Lot 1
 Shown on Plan 22628A
 Filed with Cert. of Title No. 73122
 South Registry District of Middlesex County

Separate certificates of title may be issued for land
 shown hereon as Lots 4 thru 8
 By the Court.

Charles W. [Signature]
 Recorder.

OCT. 28, 1985

MPG

Form LCE-S-3, 3500 3-84

Abutters are shown as on
 original decree plan.

Copy of part of plan
 filed in
 LAND REGISTRATION OFFICE
 MAY 21, 1985
 Scale of this plan 80 feet to an inch
 Louis A. Moore, Engineer for Court

US EPA ARCHIVE DOCUMENT

248 SALEM ST



Click to enlarge

MBLU : 38/ 01/ 01/ /
Location: 248 SALEM ST
Owner Name: FITZPATRICK JAMES J
Account Number: 216990254295 0



Parcel Value

Item	Assessed Value
Buildings	80,500
Extra Building Features	0
Outbuildings	0
Land	134,300
Total:	214,800



Owner of Record

FITZPATRICK JAMES J
 BARBARA FITZPATRICK
 60 LOUANIS DRIVE
 READING, 01867



Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
FITZPATRICK JAMES J	14964/ 455	1/1/1983	



Land Line Valuation

Size	Zone	Assessed Value
0.29 AC	R1	134,300



Construction Detail

Item	Value
Style	Ranch
Model	Residential
Grade	Avg
Stories	1 Story
Exterior Wall 1	Wood Shingle
Roof Structure	Gable/Hip

US EPA ARCHIVE DOCUMENT

Roof Cover	Asph/F Gls/Cmp
Interior Wall 1	Plastered
Interior Floor 1	Hardwood
Heat Fuel	Gas
Heat Type	Forced Air-Duc
AC Type	None
Bedrooms	3 Bedrooms
Bathrooms	1 Bathroom
Total Rooms	5 Rooms



Building Valuation

Item	Value
Living Area	1,032 square feet
Replacement Cost	127,705
Year Built	1949
Depreciation	37%
Building Value	80,500



Outbuildings

Code	Description	Units
	No Outbuildings	



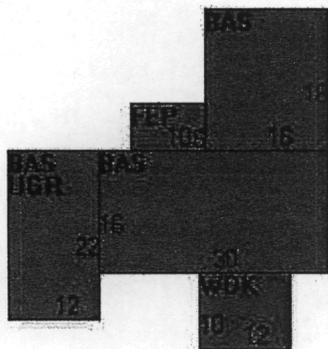
Extra Features

Code	Description	Units
	No Extra Building Features	



Building Sketch

FBM[240]
UBM[240]



Subarea Summary

Code	Description	Gross Area	Living Area
BAS	First Floor	1032	1032
FBM	Basement, Finished	240	0
FEP	Enclosed Porch	60	0
UBM	Basement, Unfinished	240	0
UGR	Built-in Garage	264	0
WDK	Deck, Wood	120	0

Powered by Vision Appraisal Technology

Property of 248 Salem Street, Woburn
04/08/83 04:01 TR 532 BE 2500

I, Mary V. Breda,
of 248 Salem Street, Woburn, Middlesex County, Massachusetts
being unmarried, for consideration paid, and in full consideration of --Fifty-five thousand
(\$55,000.00) Dollars-----
grants to James J. Fitzpatrick and Barbara M. Fitzpatrick, husband and wife,
as tenants by the entirety,
of 76 Nashua Street, Woburn, MA with quitclaim covenants

[Description and encumbrances, if any]
A certain parcel of land with the buildings thereon numbered
248 Salem Street, Woburn, Massachusetts, bounded and described as follows:

Beginning at the Southerly corner on Salem Street, one
hundred thirty-six (136) feet Easterly from a new street,
the line runs Northwesterly by land now or formerly of
Thomas Day, one hundred ninety-eight (198) feet; thence
turning and running Northeasterly by land now or formerly
of Daniel B. Measures and parallel with Salem Street, sixty
(60) feet; thence turning and running Southeasterly by land
now or formerly of Charles Cummings, Jr., one hundred ninety-
eight (198) feet to Salem Street; thence turning and running
Southwesterly on Salem Street, sixty (60) feet to the point
of beginning.

Containing 12,672 feet of land more or less.

Being the same premises conveyed to Joseph F. Breda and myself,
husband and wife, by deed dated June 27, 1946 and recorded in
Middlesex South District Deeds in Book 7022 at Page 153.



Witness my hand and seal this 7th day of April, 1983.

Mary V. Breda

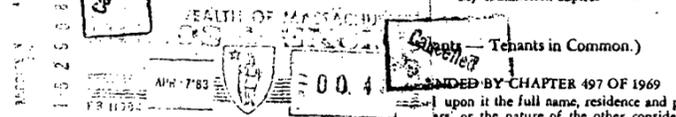
The Commonwealth of Massachusetts

Middlesex, ss. April 7, 1983

Then personally appeared the above named Mary V. Breda
and acknowledged the foregoing instrument to be her free act and deed, before me

Bradford Willet
Notary Public

My commission expires Dec. 22, 1983



upon it the full name, residence and post office address of the grantee
ars' or the nature of the other consideration therefor, if not delivered
total price for the conveyance without deduction for any liens or
encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed.
Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless
it is in compliance with the requirements of this section.

MORTGAGE

04/18/83 0 4: 0 2 TR 533 RE 2000

THIS MORTGAGE is made this seventh day of April 1983 between the Mortgagor, James F. FitzPatrick and Barbara M. FitzPatrick (herein "Borrower"), and the Mortgagee, Old Colony Bank, Trust Company of Middlesex County, a corporation organized and existing under the laws of Massachusetts, whose address is 33 Center Street, Boston, Massachusetts (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy Thousand and 00/100 (\$70,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 7, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 7, 1986.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Middlesex, State of Massachusetts:

PARCEL I - A certain parcel of land with the buildings thereon numbered 248 Salem Street, Woburn, MA, bounded and described as follows: BEGINNING AT THE Southerly corner on Salem Street, one hundred thirty-six (136) feet Easterly from a new street, the line runs Northwesterly by land now or formerly of Thomas Day, one hundred ninety-eight (198) feet; thence turning and running Northeasterly by land now or formerly of Daniel B. Measures and parallel with Salem Street, sixty (60) feet' thence turning and running Southeasterly by land now or formerly of Charles Cummings, Jr., one hundred ninety-eight (198) feet to Salem Street; thence turning and running Southwesterly on Salem Street sixty (60) feet to the point of beginning. Containing 12.673 feet of land more or less.

PARCEL II - A certain parcel of land with the buildings thereon being numbered 246 Salem Street, Woburn, MA, bounded and described as follows: Beginning on said Salem Street at the Southwest corner of the premises and thence turning Northerly by a passageway one hundred and ninety eight (198) feet thence turning and running easterly parallel with said Salem Street by land of Quinn one hundred and twenty (120) feet, thence turning and running southerly by land of Geo. W. Allen, one hundred and ninety-eight (198) feet to Salem Street thence turning and running Westerly by said Salem Street one hundred and thirty six (136) feet to the point of beginning containing 25,300 square feet more or less.

which has the address of James F. FitzPatrick and Barbara M. FitzPatrick, 246 & 248 Salem St., Woburn, MA 01801 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.
3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.
4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof.
5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.
6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold.
7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

DISCHARGE B 2/26/86

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address, or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and Lender may invoke the STATUTORY POWER OF SALE and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to any other person required by applicable law, in the manner provided by applicable law. Lender shall publish the notice of

sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender shall be liable to account only for those rents actually received.

21. Future Advances. For the purposes permitted by applicable law and upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US\$

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without cost to Borrower. Borrower shall pay all costs of recordation, if any.

IN WITNESS WHEREOF, Borrower has executed this Mortgage under seal

James J. FitzPatrick
James J. FitzPatrick
Barbara M. FitzPatrick
Barbara M. FitzPatrick

COMMONWEALTH OF MASSACHUSETTS, Suffolk County ss:

On this 7th day of April, 1983, before me personally appeared James J. FitzPatrick and Barbara M. FitzPatrick, and acknowledged the foregoing to be their free act and deed.

My Commission expires: 11/29/85

Edward Hintlian
Notary Public

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Know all men by these presents

that ----- I, JULIA A. MAYWELL, -----

of Philadelphia, Pennsylvania

County of Massachusetts

being unmarried, for consideration paid,

Grant to ----- JOSEPH F. BREDA and MARY V. BREDA -----

husband and wife as tenants by the entirety,

of Woburn, Middlesex County, Massachusetts

with quitclaim covenants

the land with the buildings thereon, in said Woburn, situated near Walnut Hill, so-called, bounded and described as follows:-

Beginning at the Southerly corner on Salem Street, one hundred thirty-six (136) feet Easterly from ----- street, the line runs Northwesterly by land now or formerly of Thomas Day, one hundred ninety-eight (198) feet; thence turning and running Northeasterly by land now or formerly of Daniel B. Measures and parallel with Salem Street, sixty (60) feet; thence turning and running Southeasterly by land now or formerly of Charles Cummins, Jr., one hundred ninety-eight (198) feet to Salem Street; thence turning and running Southwesterly on Salem Street, sixty (60) feet to the point of beginning.

Containing 12,672 feet of land more or less.

Being the same premises conveyed to Julia A. Maxwell by Euteria F. Hurd by deed dated May 14, 1896 recorded with Middlesex South District Deeds, Book 2464 Page 61.

Said premises are conveyed subject to the taxes assessed thereon for the year 1946 which the grantees assume and agree to pay.

~~husband and wife of said grantor~~
~~by the entirety~~
~~release to said grantees of all rights of tenancy and other interests therein~~

Witness my hand and seal this 27th day of June, 1946.

Betty E. Hamlet

Julia A. Maxwell
Julia A. Maxwell

Philadelphia, Penna. ss. *7/17* 1946.

Then personally appeared the above-named *Julia A. Maxwell*

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



Carl Dula

Notary Public



My Commission Expires *10* 19*46*

No. 204. NOTARY'S AFFIDAVIT
Printed and sold by Yeo & Lukens Co., Philadelphia

United States of America

COUNTY OF PHILADELPHIA, ss.

BE IT KNOWN, That on the day of the date hereof, before me, the undersigned, a Notary Public, for the Commonwealth of Pennsylvania, residing in the City of Philadelphia, personally appeared

JULIA A. MAXWELL

who being duly sworn according to law, did depose and say, that

**She is a single woman and that she has at no time been married;
That: She has never been either in the employ nor on the payroll
of any Foreign Government.**

Julia A. Maxwell

JULIA A. MAXWELL

Sworn and subscribed before me this
7th day of July A. D. 1946
Carl Dula

Notary Public
NOTARY PUBLIC MY COMMISSION
EXPIRES AT THE NEXT SESSION
OF SENATE
2-25-46

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insurance of any person or persons in their behalf, may purchase
 two days at any sale made as aforesaid, and that no other
 said premises purchaser shall be answerable for the application of the
 sufficient policy purchase-money; and that until default in the perform-
 and shall give or observance of the condition of this deed, and
 e of the grant my heirs and assigns may hold and enjoy the grant-
 int herein said premises and receive the rents and profits thereof.
 te of even but for the consideration aforesaid, do hereby release
 promise to pay unto the said grantee and heirs and assigns all right
 al sum and of or to both Dower and Homestead in the granted
 said, shall be premises. In Witness Whereof I the said Alton H.
 performance White not having any wife hereunto set my hand
 he grantee, and seal this Eleventh day of May in the year one
 say sell the thousand eight hundred and ninety-six. Alton H. White
 as may be signed, sealed, and delivered in presence of Common-
 of any part of the State of Massachusetts. Suffolk ss. Boston, May 16th 1896.
 movements that them personally appeared the above named Alton H. White
 id Malden and acknowledged the foregoing instrument to be his free
 id place of act and deed, before me Arthur F. Means, Justice of the
 weeks in the office of the Middlesex ss. May 18, 1896. Recd. & Recorded.
 Malden and Attest Edward W. Thompson Dist. Reg.

Middlesex ss. May 18, 1896. Recd. & Recorded.
 Attest Edward W. Thompson Dist. Reg.

deeds to the fee-simple
 all persons that I Lucretia F. Hurd of Grobun in the County of
 interest in Middlesex and Commonwealth of Massachusetts in con-
 in equity consideration of one dollar and other valuable considerations
 the grant to me paid by Julia A. Maxwell of said Grobun the
 retain all receipt whereof is hereby acknowledged, do hereby remise
 then or their release, and forever quitclaim unto the said Julia A.
 and expenses Maxwell, her heirs and assigns forever, a certain
 of any de parcel of land situated in the Easterly part of said
 f the said Grobun, near Walnut Hill, bounded and described
 me or mine as follows:- Beginning at the Southerly corner on Salem
 and my street, one hundred and thirty-six feet Easterly from a
 inter and by New Street, the line runs Northwesterly by land now
 that, in case or formerly of Thomas Day, one hundred and ninety-
 y power, I or eight feet; thence turning and running Northeasterly
 , and deliver by land now or formerly of Daniel B. Measures and
 deeds of record parallel with Salem Street, sixty feet; thence turning
 greed that the and running southeasterly by land now or formerly
 assigns, or of Charles Cummings Jr., one hundred and ninety-eight

Hurd
 to
 Maxwell.

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feet to Salem Street, thence turning and running
 Southwesterly on Salem Street, sixty feet to the point
 of beginning. Containing twelve thousand six hundred
 and seventy-two feet. Being the same premises conveyed
 by George W. Allen to George S. Littlefield of Manchester
 said County of Middlesex by deed recorded with the
 Middlesex (So. Dist.) Deeds, Lib. 1656, Fol. 346, to which refer-
 ence is hereby made. To Have and To Hold the above
 granted premises, with all the privileges and appurtenances
 thereto belonging, to the said Julia A. Maxwell
 and her heirs and assigns to their own use and benefit
 forever. And I do hereby, for myself and my heirs, execu-
 tors, and administrators, covenant with the said
 grantee and her heirs and assigns that the granted pre-
 mises are free from all incumbrances made or suffered by
 me and that I will and my heirs, executors, and admin-
 istrators shall Warrant and Defend the same to the
 said grantee and her heirs and assigns forever against
 the lawful claims and demands of all persons claiming
 by, through, or under me but against none other. In
 Witness Whereof I the said Lucretia F. Hurd being
 married, hereunto set my hand and seal this Fourth
 day of May in the year one thousand eight
 hundred and ninety-six. Lucretia F. Hurd (seal) signed
 and sealed, and delivered in presence of
 Commonwealth of
 Massachusetts Middlesex ss. Woburn, May 14, 1896. Then
 personally appeared the above named Lucretia F. Hurd and
 acknowledged the foregoing instrument to be her free act
 and deed, before me John P. Feeney, Justice of the Peace
 Middlesex ss. May 18, 1896. Recd. & Recorded.
 Attest Edward H. Thompson A. S. Reg.

Westerly side
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 follows; viz:-
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Know all Men by these Presents
 That I Phila A. Heselton of Reading, Middlesex County
 in the Commonwealth of Massachusetts, wife of Jonathan
 Heselton of said Reading, in consideration of one dollar
 and other valuable considerations paid by Royal Weston
 of said Reading, the receipt whereof is hereby acknowl-
 edged, do hereby give, grant, bargain, sell, and convey un-
 der the said Royal Weston, his heirs and assigns for-
 ever, a certain lot or parcel of land situated on the

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Also the right of passing and repassing on said private street between each of said parcels and Valley street. Being the premises conveyed by George W. Allen to the grantor by deed dated December 27. 1877. To Have and To Hold the above granted premises, with all the privileges and appurtenances to the same belonging, to the said George S. Littlefield and 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 the premises are free from all encumbrances made or suffered by me, and that I will and my heirs, executors and administrators shall warrant and defend the same to the said grantee and his heirs and assigns forever against the lawful claims and demands of all persons claiming by through or under me but against none other. And for the consideration aforesaid I Sarah R. wife of the said L. Houghton Allen do hereby release unto the said grantee and his heirs and assigns all right of or to both downer and home stead in the granted premises. In Witness Whereof we the said L. Houghton Allen and Sarah R. Allen hereunto set our hands and seals this first day of January in the year one thousand eight hundred and eighty four. - L. Houghton Allen (Seal) - Sarah R. Allen (Seal) - Signed and sealed in presence of W. E. Bond, Maggie J. Burke witness to. Commonwealth of Massachusetts Middlesex ss. February 4, 1884. Then personally appeared the above named L. Houghton Allen and acknowledged the above instrument to be his free act and deed, before me Benjamin E. Bond Justice of the Peace.

Middlesex ss. Feb. 6. 1884. Recd. & Recorded

Attest Chas B. Stevens Reg

Allen
to
Littlefield
S.

Know all Men by these Presents that I, George W. Allen of Woburn in the County of Middlesex and Commonwealth of Massachusetts in consideration of One Dollar and other valuable consideration paid by George S. Littlefield of Winchester in said County of Middlesex the receipt whereof is hereby acknowledged, do hereby give, grant, bargain sell and convey unto the said George S. Littlefield a certain lot of land situated in the easterly part of said Woburn and bounded as follows Beginning at the southerly corner of the premises on Salem Street, one hundred and thirty six feet from a new street easterly the line runs Northwesterly by land of Thomas Day one hundred and ninety eight feet, thence Northwesterly by land formerly of Daniel W. Measures decreed parallel with said Salem Street eighty feet, thence Southeasterly by land now or formerly of Charles Cummings Jr one hundred

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claims and demands of all persons claiming by, through, or under me but against none other. And for the consideration aforesaid do hereby release unto the grantee and heirs, and assigns, all right of or to both dower and homestead in the grant aforesaid. In Witness Whereof I the said Mary E. Fulton widow hereunto set my hand and seal, this day of October in the year one thousand eight hundred and eighty three. Mary E. Fulton (seal) signed and sealed in presence of J. W. Johnson in Commonwealth of Massachusetts in Middlesex co. October 25. 1883. Then personally appeared the above named Mary E. Fulton and acknowledged the foregoing instrument to be her free act and deed, before me - John W. Johnson Justice of the Peace in Middlesex co. Oct. 31. 1883. Recd. & Recorded.

(Wm. Chas. P. Sears Reg)

Hart & Allen
to
Allen

To now all Men by these Presents that We Thomas M. Hart and Frederick B. Taylor of the County of Suffolk and Commonwealth of Massachusetts in consideration of One Dollar and other good and sufficient considerations to us paid by George W. Allen of Woburn in the County of Middlesex and Commonwealth aforesaid the receipt whereof is hereby acknowledged, do hereby release, and forever quitclaim unto the said George W. Allen all our right title and interest in and to the following described premises situated in said Woburn bounded and described as follows viz: a certain lot situated in the easterly part of said Woburn and bounded as follows: Easterly on Buck Meadow River so called, Northerly by land late of Bartholomew Richardson deceased Westerly by land of the Boston and Lowell R.R. Co. Southerly by land late of John Wade deceased, containing and less more or less; Also a lot situated on Green Street on the Northerly side thereof in said Woburn bounded as follows. Beginning at South Westerly corner of the premises on said Green Street thence running easterly and bounded by said Green Street thirty five feet towards formerly of grantee thence on said land formerly of grantee Northerly one hundred feet thence upon an old land formerly of grantee Westerly thirty five feet thence Southwaly on land of said Woburn one hundred feet to the point of beginning; containing about thirty five hundred and several feet. Also another lot situated on Federal St. in the easterly part of said Woburn and bounded as follows Begin

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ring at the Southerly corner of the premises on said Salem Street One Hundred and Thirty Six feet from a new Street Easterly the line runs Northerly by land formerly of David B. Measures deceased parallel with said Salem Street sixty feet thence South Easterly by land now or late of Charles Cummings Jr. One Hundred and ninety eight feet to said Salem Street thence Southerly on said Salem Street sixty feet to the point of beginning containing Twelve Thousand Six Hundred and Seventy two square feet more or less. To Have and To Hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said George W. Allen and his heirs and assigns, to their own use and behoof forever. And We do hereby, for ourselves and our heirs, executors, and administrators, covenant with the said grantee and his heirs and assigns that the granted premises are free from all incumbrances made or suffered by us and that we will and our 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 claiming by, through, or under us but against none other. And for the consideration aforesaid I Elizabeth S. Hart the wife of Thomas N. Hart do hereby release unto the grantee and his heirs and assigns all right of or to both dower and homestead in the granted premises. In Witness Whereof We the said Thomas N. Hart and Frederick B. Taylor unmarried and Elizabeth S. Hart wife of said Thomas N. Hart hereunto set our hands and seals, this twenty sixth day of October in the year one thousand eight hundred and eighty three. Thomas N. Hart (real) Elizabeth S. Hart (real) Frederick B. Taylor (real) (real) Signed and sealed in presence of Mabel Taylor to J. W. H. & E. S. H. Mabel Taylor to F. B. T. Commonwealth of Massachusetts, Middlesex Co. Cambridge Oct. 31st 1883. Then personally appeared the above named Frederick B. Taylor and acknowledged the foregoing instrument to be his free act and deed, before me - Edw. W. Thompson Justice of the Peace.

Middlesex co. Oct. 31. 1883. Recd. & Recorded.

Attest Charles Stevens Reg

Know all Men by these Presents in Allen
That I George W. Allen of Noburn in the County of Middlesex to
and Commonwealth of Massachusetts in consideration of Seven Hart & al

Deed to Mary & Fulton shas, B. 1668 P. 490

ty one hundred Dollars to me paid by Thomas N. Hart and Frederick B. Taylor both of Boston in the County of Suffolk and Commonwealth aforesaid Copartners as Hart, Taylor & Co. the receipt whereof is hereby acknowledged, do hereby Give, Grant Bargain, Sell, and Convey unto the said Thomas N. Hart and Frederick B. Taylor a certain lot of land with the buildings thereon standing situated in said Woburn and bounded and described as follows viz: Beginning at the South Westerly corner of the premises on Green Street the line runs Easterly on and by said Green Street Fifty feet more or less to land now owned by the Trustees of Tufts College and the Boston University, thence the line turns and runs Northerly on said Trustee land One Hundred feet more or less to land of said Trustee thence the line runs Westerly on and by other land of said Trustee Fifty nine feet more or less thence the line runs Southerly on and by land of one Wentworth One Hundred feet more or less to the point of beginning. To Have and To Hold the granted premises, to the said Thomas N. Hart and Frederick B. Taylor their heirs and assigns, to their own use and behoof forever And I the grantor for myself and my heirs, executors and administrators do covenant with the grantee, and their heirs and assigns that I am lawfully seized in fee simple of the granted premises, that they are free from all incumbrances that I have good right to sell and convey the same to the grantee and their heirs and assigns forever, as aforesaid; and that I will and my heirs, executors, and administrators, shall Warrant and Defend the same to the grantee and their heirs and assigns forever against the lawful claims and demands of all persons. Provided Nevertheless, that if the grantor, or his heirs, executors, or administrators shall pay unto the grantee, or their executors, administrators or assigns, the sum of Twenty one Hundred dollars in three years from date, with six per cent. interest per annum thereon during said term, and for such further time as said principal sum or any part thereof shall remain unpaid, payable semi-annually, and, until such payment, keep the buildings standing on the land aforesaid, insured against fire, in a sum not less than Two Thousand dollars, for the benefit of said mortgagee and their executors, administrators and assigns, at such Insurance Office as they shall approve, and also pay all taxes and assessments, to whomsoever levied or assessed, whether on the granted premises or on any interest therein or on the debt hereby secured, and

whether in or not; and the grantee dated this the promise trust at the Also that the grantee shall and that may be granted pre notice of the caution to be for three re liberty of convey the purchasers to return a copy payal making re his heirs o to and al trust in th that the gr any person and that less of the same will, claim on pa And Pro the deed, th use of the p less the w and assigne premises Money to. At by both da every three of persons

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whether in the nature of taxes and assessments now in being
or not; and shall not commit or suffer any strip or waste of
the granted premises; then this deed, as also a promissory note,
dated this day, signed by the grantor, whereby for value received
he promises to pay the grantee or order the said sum and in-
terest at the time aforesaid, shall then be void. And Provided
Also, That at any time after any breach of the foregoing conditions
the grantee, or their executors, administrators, or assigns, may
sell and dispose of the granted premises, with all improvements
that may be thereon, at public auction, such sale to be on or near the
granted premises without further notice or demand except giving
notice of the time and place of sale once a week, the first publi-
cation to be not less than twenty-one days before the day of sale,
for three successive weeks, in some newspaper if there be any pub-
lished in said Hoburn otherwise in some papers published in the
County of Middlesex; and in his or their own names, or as the attor-
ney of the grantor for that purpose by their presents duly authorized
convey the same, absolutely and in fee simple, to the purchaser or
purchasers accordingly; and out of the money arising from such sale,
to retain all sums, then secured by this deed (whether then or there-
after payable), together with interest and all costs and expenses, in
making said sale, paying the surplus, if any, to the grantor or
his heirs or assigns, and such sale shall forever bar the grant-
or and all persons claiming under him from all right and in-
terest in the premises, at law or in equity. It being mutually agreed
that the grantee or their executors, administrators, or assigns or
any person or persons in their behalf may purchase at said sale
and that no other purchaser shall be answerable for the applica-
tion of the purchase money; and that said grantor his heirs or as-
signs, will, on demand, execute, acknowledge and deliver to the pur-
chaser or purchasers a deed or deeds of release confirming such sale.
And Provided Also, that, until some breach of the conditions of
this deed, the grantee shall have no right to enter and take posses-
sion of the premises. And for the consideration aforesaid I Mary So. Al-
len his wife do hereby release unto the said grantee and their heirs
and assigns all right of us to both dower and homestead in the grant-
ed premises. In Witness Whereof We the said George W. Allen and
Mary So. Allen his wife hereunto set our hands and seals this Twen-
ty sixth day of October in the year one thousand eight hundred and
eighty three. Geo. W. Allen (real) Mary So. Allen (real) Signed and sealed
in presence of George S. Gottlefeld to G. W. A. Mary E. Fulton to Mary

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To. Allen - Commonwealth of Massachusetts - Suffolk ss. Oct. 26. 1883.
Then personally appeared the above named George W. Allen and acknowledged the above instrument to be his free act and deed; before me, -
George S. Littlefield Justice of the Peace - -
Middlesex ss. Oct. 31. 1883. Recd. & Recorded.

Clare Chat B. Stems Reg.

Robinson's Cert
to
Plancich
Poreⁿ

We hereby certify that on the third day of November in the year one thousand eight hundred and eighty three, we were present and saw Peter H. Plancich the assignee of a certain mortgage given by William Robinson to Hiram W. Brooks and George M. Brooks dated Oct. 10th A. D. 1868, and recorded in Middlesex So. Dist Registry of Deeds Book 1072 folio 392, make an open peaceable, and unopposed entry on the premises described in said mortgage, for the purpose, by him declared, of foreclosing said mortgage for breach of the condition thereof. Samuel Nash Vincent Plancich. Commonwealth of Massachusetts - Middlesex ss. Nov. 3rd 1883. Then personally appeared the above named Samuel Nash and Vincent Plancich and made oath that the above certificate by them subscribed is true, before me - George F. Morgan Justice of the Peace.

Middlesex ss. Nov. 3. 1883. Recd. & Recorded.

Clare Chat B. Stems Reg.

Rooper Gdⁿ
to
Stoughton
Dec.

Know all Men by these Presents -
That I, John C. Rooper Guardian of Agnes C. Storer a minor, the mortgage named in and the present holder of a certain mortgage given by Mary Fiske Stoughton to me as Guardian as aforesaid dated the twentieth day of June A. D. 1883, and recorded with Middlesex Southern District Deeds, libro 1636 folio 386, do hereby acknowledge that I have received from said Mary Fiske Stoughton the mortgages named in said mortgage, full payment and satisfaction of the same; and in consideration thereof I do hereby cancel and discharge said mortgage, and release and quitclaim unto the said Mary Fiske Stoughton and her heirs and assigns forever the premises thereby conveyed. In Witness Whereof I have hereunto set my hand and seal this first (1) day of November A. D. 1883. John C. Rooper Guardian of Agnes C. Storer (seal) Signed and sealed in the presence of Charles Barry to J. C. Rooper - Commonwealth of Massachusetts - Suffolk ss. 1st November 1883. Then personally appeared the above-named John C. Rooper and acknowledged the foregoing instrument to be his free act and deed, before me - Charles Copeland Barry Justice of the Peace. - - - Middlesex ss. Nov. 6. 1883. Recd. & Recorded.

Clare Chat B. Stems Reg.

that I do say and C hundred a bridge. Car hereby give Guinn an stated in bounded s on the ex from sixt the line r ing at n and other and run feet, then said lane trustee on came into April 16th in Book premise. langing. to their n and my said gra elized in free from and con heirs. ex pend the forever a sons. An wife of a tee and I homestead the said set our in the n Daniel delivered

said Thomas Mc. Carthy have hereunto set my hand and seal this ninth day of December in the year of our Lord eighteen hundred and seventy two. Thomas Mc. Carthy
(seal) Executed and delivered in presence of Sherman Converse
Middlesex ss. December 9th A.D. 1872 Then personally appeared the above-named Thomas Mc. Carthy and acknowledged the above instrument to be his free act and deed. Before me, Sherman Converse Justice of the Peace, Middlesex ss. May 15. 1873. Recd & Recorded
Attest (Chas B. Stone) Reg.

Know all Men by these Presents that I, Thomas Mc. Carthy, of Woburn in the County of Middlesex and Commonwealth of Massachusetts in consideration of one hundred dollars to me paid by George W. Allen of said Woburn the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said George W. Allen his heirs and assigns forever, a certain lot of land situated on Salem Street in the Easterly part of said Woburn near the Boston and Lowell Railroad, and bounded as follows, viz: - Beginning at the Southern corner of the premises on said Salem Street one hundred and thirty six feet Easterly from said street, the line runs Northwesterly by land of Thomas Day one hundred and ninety eight feet; thence Northeasterly by land formerly of David B. Measures, deceased, parallel with Salem Street, sixty feet; thence Southeasterly by land now or formerly of Charles Cummings Jr. one hundred and ninety eight feet to said Salem Street; thence Southwesterly on and by said Salem Street, sixty feet, to the point of beginning, and containing twelve thousand six hundred and seventy two square feet more or less. Said premises are the same described in a certain quitclaim deed, given by Sherman Converse to me dated October 9th A.D. 1865 and recorded with Middlesex South District Deeds, Book 978. Page 525. To Have and To Hold the above-granted premises, with all the privileges and appurtenances to the same belonging, to the said George W. Allen, his heirs & assigns, to his and their use and behoof forever. And I, the said Grantor, for myself and my heirs, executors, and administrators, do covenant with the said grantee and his heirs and assigns that I am lawfully seized in fee simple of the afore-granted premises; that they are free from all incumbrances; that I have good right to sell and convey the same to the said Grantee,

Mc. Carthy
to
Allen.

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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 Thomas Mc. Carthy and I Mary A. Mc. Carthy wife of said Grantor freely joining in this deed in token of my release of all right and title of or to both dower and homestead in the granted premises, have hereunto set our hands and seals this ninth day of December, in the year of our Lord one thousand eight hundred and seventy two. Thomas Mc. Carthy, (seal) Mrs. Mary A. Mc. Carthy (seal) signed sealed and delivered in presence of Sherman Converse witness to Thomas Mc. Carthy. William H. Harris Middlesex ss. December 9th 1872. Then personally appeared the within named Thomas Mc. Carthy and acknowledged the foregoing instrument to be his free act and deed, before me, Sherman Converse, Justice of the Peace, Middlesex ss. May 15, 1873. Received and Recorded.

Attest Chas. P. Stone Reg.

Winn
to
McCafferty.
Disc.

Know all Men by these Presents. That I, John Winn of Burlington, Mass. the assignee of a certain Mortgage dated November 27th 1869, and recorded with Middlesex South District deeds lib. 1105 fol. 312 hereby acknowledge that the sum of money secured by said mortgage, and the interest thereon, have been paid to me by James McCafferty of Woburn, Mass. the mortgagor, named in said mortgage; and in consideration thereof I do hereby fully discharge said mortgage, and release and quit claim unto the said James McCafferty his heirs and assigns forever the premises therein described. Witness my hand and seal this twentieth day of November A. D. 1872. John Winn (seal) Executed and delivered in presence of Parker E. Converse Middlesex ss. March 20th 1873. Then personally appeared the above named John Winn and acknowledged the foregoing instrument to be his free act and deed, before me Parker E. Converse Justice of the Peace.

Middlesex ss. May 15, 1873. Received and Recorded.

Attest Chas. P. Stone Reg.

Skelton
to
Allen.

Know all Men by these Presents. That I, Daniel C. Skelton of Woburn in the County of Middlesex and Commonwealth of Massachusetts in consideration of Four

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13th 1855 an following parcel of land situated near the centre of said
 1st Dist. Book p. 143 containing five acres and twenty eight rods more
 situated in the 1st dist. being the same land conveyed by Rufus Hurlburt
 and 30 rods more to Thomas Stearns by a deed dated December 1st 1823, and
 deed from Joel recorded in the Middlesex Registry of Deeds Book 264 Page 176
 226 and recorded which said deed reference is made for a particular des-
 cription of the lot; said described parcel is subject to a mort-
 gage of the lot. To have to Rebecca Maynard to secure the payment of Three Hun-
 dred dollars with all interest and the consideration first men-
 tioned is the amount over and above the said mort-
 gage claim, which said mortgage the said Delia M. Powers
 Powers for my hereby assumes and agrees to pay according to the tenor
 of the deed. To Have and to Hold the above granted premises with
 all the privileges and appurtenances thereto belonging, to the
 said Delia M. Powers, her heirs and assigns, to her and their
 heirs, that I have and behoof forever. And I the said Emily R. Powers, for
 the said Abijah myself and my heirs, executors and administrators, do cov-
 enant with the said Delia M. Powers her heirs and assigns,
 that I am lawfully seized in fee simple of the afore granted
 premises; that they are free from all incumbrances, except
 the afore mentioned mortgage; that I have good right to
 convey the same to the said Delia M. Powers her
 heirs and assigns forever as aforesaid; and that I will
 warrant and defend the same to the said Delia M. Powers, heirs
 and assigns forever, against the lawful claims and demands
 of all persons. In Witness Whereof, I the said Emily R. Powers
 do hereby set my hand and seal this 23 day of May in the year of our Lord
 one thousand eight hundred and sixty six. Emily R. Powers
 Signed sealed and delivered in presence of Clara a
 Edwin A. Powers. - Middlesex ss. May 23rd 1866.
 Then personally appeared the above named Emily R. Powers
 and acknowledged the above instrument to be her free act
 and deed. Before me, David Heard, Justice of the Peace.
 Middlesex ss. June 6, 1866. Rec^d and Recorded.
 Just - Chas. P. Stovns Reg.

26, 1,
 Rec. Stamp
 50 cts
 C. R. P.

Know all Men by these Presents,
 that I, Sherman Converse of Woburn in the County of Mid-
 dlesex do hereby certify that the above instrument is a true and correct
 copy of the original as the same appears in my records.

Converse
 to
 Mrs. Convery

the above instrument to be their free act and deed. Before me, P. L. Converse, Justice of the Peace.

Middlesex ss. April 22, 1865, Rec'd & Recorded.

Attest Chas. B. Stevens Reg.

The within mortgage having been fully paid and satisfied I do hereby cancel and discharge the same and release and quit claim the premises therein described to the within named mortgagor and his heirs and assigns. Witness my hand and seal this twenty fifth day of April A. D. eighteen hundred and sixty five.

George D. Nelson (seal)

Witness Benj. R. Rand. Commonwealth of Massachusetts. Middlesex ss. April 25th 1865.

Then the above named George D. Nelson personally appeared and acknowledged the foregoing instrument to be his free act and deed. Before me, Benj. R. Rand, Justice of the Peace. Middlesex ss. April 25, 1865, Rec'd & Recorded.

Attest Chas. B. Stevens Reg.

Know all men by these Presents.

That I, Joshua Converse of Woburn in the County of Middlesex and Commonwealth of Massachusetts, Yeoman in consideration of a certain sum of money to me paid by Sherman Converse of Woburn in said County of Middlesex, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Sherman Converse his heirs and assigns forever a certain tract or parcel of land situated in the Easterly part of Woburn on Salem street, it being my homestead and bounded and described as follows viz: Beginning at the North Westerly corner of the premises at Salem street near an Elm tree, the line runs Easterly on sd. Salem street to land of Jesse W. Persons; thence Southerly by land of said Jesse W. Persons to a stake; thence Easterly by sd. Jesse's land to land formerly of Nathan Richardson deceased, thence Southerly by said Richardson's land to the corner of the wall; thence Easterly by said Richardson's land to land now or formerly owned by Daniel Auer; thence Southerly by land now or formerly owned by the said Auer to a walnut tree at land of Joseph Glassbrook; thence Westerly by said Glassbrook's land to a stake; thence Southerly by said Glassbrook's land and by land of Francis J. Taylor to land now owned by Samuel S. Holton; thence Westerly by Samuel S. Holton's land and by land of Herbert M. Beers to land of Jesse R. Fowle; thence North Westerly by said Fowle's land and by land of William Flanders and by land of Asa W. Goodell, to

Converse
to
Converse

land of Sherman Converse; thence Easterly by said Sherman's land to the lane; thence North Westerly by said Sherman's land to the North East corner of said Sherman's land; thence Westerly by sd. Sherman's land to land of Nancy C. Richardson; thence North Westerly by said Nancy's land to the corner of the wall at said Nancy's land; thence Easterly by said Nancy's land to the corner of the wall; thence North Easterly by said Nancy's land to the point of beginning. Also one other piece of meadow land situated in the Easterly part of said Holburn containing two acres more or less, and bounded as follows, viz: Beginning at the Northerly end of a ditch at land of John Wade the line runs Easterly through the centre of the ditch by land of said John Wade to Buck meadow brook; thence Southerly by said brook to land of Reuben P. Beers; thence Westerly by said Beers land to a stake at land of Franklin Smith; thence Northerly by said Smith's land to the point of beginning.

To Have and to Hold the above-granted premises with the privileges and appurtenances thereto belonging, to the said Sherman Converse his heirs and assigns to his and their use and behoof forever. And I the said Joshua Converse for myself and my heirs, executors and administrators do covenant with the said Sherman Converse his heirs and assigns, that I am lawfully seized in fee of the afore-granted premises; that they are free from all incumbrances, excepting a right of the Boston & Lowell Rail Road Company, to enter upon the land to make repairs on their well and to take up and repair the pipes leading from their well; that I have a good right to sell and convey the same to the said Sherman Converse as aforesaid; and that I will and my heirs, executors and administrators shall **Warrant and Defend** the same to the said Sherman Converse his heirs and assigns forever, against the lawful claims and demands of all persons. **In Witness Whereof**, I the sd. Joshua Converse have hereunto set my hand and seal this fifth day of March in the year of our Lord eighteen hundred and fifty seven.

Signed sealed and delivered } Joshua Converse (seal)
in presence of us, A. W. Goodell, B. J. Flanders, R. R. Flanders.

Middlesex ss. March 5th 1857. Then personally appeared the above named Joshua Converse and acknowledged the above instrument to be his free act and deed. Before me, A. W. Goodell, Justice of the Peace.

Middlesex ss. April 22, 1865 Rec^d. & Recorded.

Attest Chas B. Stearns Reg.

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Middlesex ss. June 5. 1866, Rec^d & Recorded.
Attest Chas. B. Stevens Justice of the P.

Plimpton
to
Newton Bank

Know all Men by these Pro
That I, Joseph W. Plimpton, of Newton in the County of
Middlesex and Commonwealth of Massachusetts, Merchant
in consideration of Four Hundred Fifty six ⁵⁶/₁₀₀ dollars paid to me by
the President, Directors and Company of the Newton Bank and Com
a Corporation having its usual place of business in said County of One Hun
ton, the receipt whereof is hereby acknowledged, do hereby sell to the
... of Peppre

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pg. 14
Hlanders
with
converse

This Indenture made on the thirtieth day of April, in the year eighteen hundred and fifty by and between Henry H. Hlanders of Woburn, in the County of Middlesex and Commonwealth of Massachusetts, Shoe manufacturer and Joshua P. Converse of said ^{Woburn} Esquire. Witnesses: That whereas on the twenty sixth day of July in the year eighteen hundred and forty two Junius Richardson, Junior of said Woburn and Mary Richardson his wife, were seized in fee in her right of a certain tract of land situated in said Woburn, and bounded as follows, viz: Northerly by the road and land formerly owned by Sylvanus Plympton. Southerly by land of said Plympton. Easterly by land of William Ellogg and John Edgell, and Westerly by land now or then belonging to Benjamin F. Thompson, being a tract of woodlands, and containing more or less. And being so seized thereof did on the said twenty sixth day of July in the year eighteen hundred and forty two by deed signed and sealed by them, the said Junius Richardson Sr and Mary Richardson convey said lands to the said Henry H. Hlanders, his heirs and assigns upon the trusts and to the uses therein mentioned. And whereas the said Henry H. Hlanders by his writing obligatory sealed with his seal on the said twenty sixth day of July promised the said Junius Richardson Sr and Mary Richardson that he the said Hlanders would strictly perform and fulfill the trusts therein mentioned, and would upon the written request of the said Junius and Mary convey the said premises to such person as they should name therein. And whereas the said Junius Richardson Sr and Mary Richardson have this day requested that the said premises be conveyed to the said Joshua P. Converse. Now therefore know all men by these presents that if the said Henry H. Hlanders in consideration of the aforesaid conveyance to me, and of the said premises and request, and of one dollar to me paid by the said Joshua P. Converse do hereby give, grant, sell, and convey unto the said Joshua P. Converse his heirs and assigns the above described lot or tract of land to the uses and purposes and upon the trusts hereinafter expressed limited and declared. To have and to hold the aforesaid premises to the said Joshua P. Converse his heirs and assigns upon the trusts and conditions therein expressed.

to receive to and then at the life of her the said and singular to master and prop the said Mary use and benefit to convey the said and son Edw of Richardson Sr son Junius Richardson his heirs to him the said for or by a of Converse on his for himself as covenant and a and his legal ad aforesaid and strictly to trusts agreements and fulfilled to the terms a P. H. master for and assigns to that if the said and on his son the said Trust quest of the said the payment of premises aforesaid request to aforesaid Hlanders and hands and see eighteen hundred Converse dead. of H. H. Nelson was at April 1858 signed Henry H. Hlanders and

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less to receive the rents and profits thereof as they shall accrue, and then at the end of each and every year, during the natural life of her the said Mary Richardson to pay over to her all and singular the rents and profits, after deducting all reasonable and proper costs, charges, taxes and expenses to her the said Mary Richardson for her own sole and proper use and benefit and at the decease of the said Mary then to convey the said premises to her child Junius Richardson 3d in fee simple forever, but if the said Junius Richardson 3d shall survive his wife Mary, and his said son Junius Richardson 3d then the said Joshua P Converse, his heirs and assigns shall convey said premises to him the said Junius Richardson 3d in fee simple forever by a quit-claim deed, And the said Joshua P Converse on his part accepting the trusts aforesaid does, for himself and his executors administrators and assigns covenant and agree to and with the said Henry H Flanders and his legal representatives, and ^{with} all persons interested as aforesaid and their legal representatives faithfully and strictly to perform and fulfil all and singular the trusts, agreements and covenants on his parts to be performed and fulfilled as set forth in this instrument according to the terms and meaning thereof, And the said Joshua P Converse for himself and his executors, administrators and assigns hereby further covenants and agrees as aforesaid, that if the said Junius Richardson 3d and Mary Richardson, his said wife shall become dissatisfied with him, the said Trustee, he will forthwith upon the written request of the said Junius Richardson 3d and Mary, and upon the payment of the expence of the conveyance, convey all the premises aforesaid to such person as shall be named in said request to the uses and purposes and upon the trusts aforesaid. In witness whereof the said Henry H Flanders and Joshua P Converse have hereto set their hands and seals this thirtieth day of April in the year eighteen hundred and fifty. H. H. Flanders seal Joshua P Converse seal. Signed, sealed and delivered in presence of A. H. Nelson, Commonwealth of Massachusetts, Middlesex ss April 30, 1850. Then personally appeared the above named Henry H Flanders and Joshua P. Converse and acknowledged the foregoing instrument by them subscribed

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Richardson's
Request

to be their free act and deed. before me Albert W. Nelson
Justice of the Peace

Memorandum, that whereas in
our trust deed to Henry W. Flanders dated July 26. 1842
it was provided that the said Flanders should convey,
to such person as we should in writing name whenever we
should become dissatisfied with him the said Flanders
We he hereby certify that we did this day request, in
writing that the said premises should be conveyed to
Joshua Powers upon the trusts above expressed.

Woburn April 30. 1850

Samuel Richardson Sr

Attest A. W. Nelson

Mary Richardson

Middlesex ss May 1. 1850

Received and Recorded by

Walter Hayden Jy

Flanders
to
Richardson

Know all men by these presents that
I Henry W. Flanders of Woburn, in the County of Middlesex
and Commonwealth of Massachusetts Shoe Manufacturer, in
consideration of two hundred and sixty one dollars and
fourteen cents paid by Mary Richardson wife of Samuel
Richardson Sr of said Woburn, the receipt whereof is
hereby acknowledged, do hereby give grant bargain sell and
convey unto the said Mary Richardson to be held by
her to her sole and separate use free from the interven-
tion or control of any person whatever her heirs and
assigns forever a certain lot of land containing about one
fourth of an acre with the buildings therein standing
situated on Salem street, in the Easterly part of said
Woburn and bounded as follows, viz: Southerly on said
Salem street Easterly, Northerly and Westerly, by land
belonging to the heirs of Samuel Tidd deceased which
was set off to his Widow Susannah Tidd now Susan-
nah David as her dower. The above granted premises,
being the same formerly owned, and conveyed to me by
John Flanders. To have and to hold the above granted
premises to the said Mary Richardson, to her sole
and separate use and to her heirs and assigns to her
and their use and behoof forever. And I the said
Henry W. Flanders for myself and my heirs, executors and
administrators do covenants with the said Mary Rich-
ardson her heirs and assigns that I am lawfully

Assigned to Geo. Flanders - Book 743 Page 470
Also by him to a Henry Book 852 Page 421 -
For Possession See Book 963 Page 16

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seized in fee simple of the aforesaid premises, that they are free from all incumbrances, that I have good right to sell and convey the same to the said Mary Richardson her heirs and assigns forever as aforesaid, and that I will and my heirs, executors and administrators shall warrant and defend the same to the said Mary Richardson her heirs and assigns forever against the lawful claims and demands of all persons. Provided nevertheless that if the said Henry W. Flanders, or his heirs, executors or administrators shall pay unto the said Mary Richardson her executors, administrators or assigns the sum of two hundred and sixty one dollars $\frac{14}{100}$ in one year from the day of the date hereof, with interest on said sum at the rate of six per centum per annum payable annually, and until such payment keep the buildings standing on the land aforesaid insured against fire in a sum not less than five hundred dollars for the benefit of said mortgagee and her executors, administrators and assigns at some safe Insurance office in said Middlesex county, and also pay all taxes levied or assessed upon the said premises, this deed as also one certain promissory note bearing even date with these presents, signed by the said Henry W. Flanders, whereby for value received, he promises to pay the said Mary Richardson or 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 the payment of the said sum or interest, or other default as herein provided, the mortgagee shall have no right to enter and take possession of the premises. In witness whereof I the said Henry W. Flanders and Sarah I Flanders my wife, who freely joins in this deed, in token of her release of all right and title of or to claim in the granted premises, have hereunto set our hands and seals this thirtieth day of April in the year of our Lord eighteen hundred and fifty, H. W. Flanders seal Sarah I Flanders seal Signed, sealed and delivered in presence of J. W. Nelson & P. Converse, Commonwealth of Massachusetts. Middlesex ss April 30th 1850 Then personally appeared the above named Henry W. Flanders and acknowledged the above

instrument to be his free act and deed: before me,
Albert W. Nelson Justice of the Peace
Middlesex ss May 1 1850 Received & Recorded by
Celeb Hayden Jy.

Blodgett et al
to
Cosmer

Know all men by these presents
that we Joseph F. Blodgett of Robinston, County of
Washington, Commonwealth of Maine, Waverly F. Blod-
gett of Pembroke, in said County, Alvaro Blodgett of
the City of Cambridge, in the County of Middlesex and
Commonwealth of Massachusetts, Ovilio M. Blodgett of
Billerica in said County, Sarah L. Blodgett of Wheelersford
in said County, Martha Blodgett of Keatick, in said
County, Samuel S. Blodgett of Amesbury in the County
of Essex, Charles W. Blodgett of the City of Roxbury
in the County of Norfolk, in consideration of one hun-
dred and seventy five dollars paid by Alexander Cosmer
of Bedford in said Middlesex County, hereinafter the
receipt whereof is hereby acknowledged, do hereby grant,
 remise, releases and forever quitclaim, and do for our-
selves and our heirs by these presents remise releases and
forever quitclaim unto the said Alexander Cosmer his
heirs and assigns a lot of swamp land situated in the
Western part of said Bedford on the road leading
from Bedford to Concord near the house of Alm Edward
Bounded as follows, viz: Beginning at a bound es-
tablished by the Administrator of the Estate of Simon
Blodgett and Stephen Wiggins and running Northerly
to a stake and stones at the end of a ditch thence on
said ditch about sixty rods from the first mentioned
bound to another ditch thence Easterly on said ditch
about twenty five rods thence Southerly in a straight
line to said Concord road thence Westerly on said road
to the bound first mentioned, containing about twenty acres
more or less, meaning to comprehend and convey all the right
title and interest which the said Blodgetts have in this
lot of swamp land. To have and to hold the aforemen-
tioned premises with all the privileges and appurtenances
thereto belonging to the said Alexander Cosmer his heirs
and assigns so that neither we the said Joseph F.
Waverly F. Alvaro Ovilio M. Sarah L. Martha Samuel S.

and Charles
claiming from
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W. Blodgett
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granted premises; that they are free from all incumbrances, save a mortgage to Alice Whitney that I have good right and title to sell and convey the same to the said Goodhue as aforesaid; and that I will and my heirs, executors and administrators shall warrant and defend the same to the said John Goodhue his heirs and assigns forever against the lawful claims and demands of all persons. Provided nevertheless that if I the said Daniel or my heirs, executors or administrators shall pay unto the said John his heirs, executors, administrators or assigns the said sum of one hundred eighty two and ⁶/₁₀₀ dollars on demand with interest annually then this deed as also my note of hand bearing even date with these presents whereby I promise to pay to the said Goodhue the said sum and interest at the time aforesaid shall be absolutely void to all intents and purposes. In Witness Whereof, I the said Daniel Worcester together with Betsey wife of said Daniel in token of her release of all claim to dower in the premises, have hereunto set our hands and seals this sixteenth day of March in the Year of our Lord one thousand eight hundred and fifty two. Daniel Worcester Seal. Executed and delivered in presence of us, Jas. Dinsmoor by D. W. Middlesex J. March 16th 1852. Then personally appeared the within named Daniel Worcester and acknowledged the within instrument to be his free act and deed; before me, Jas. Dinsmoor Justice of the peace.

Middlesex J. March 16th 1852. Recd. & Recorded by Caleb Hayden Reg. M. S. Converse Middle

Richardson
to
Converse

Know all Men by these Presents That I Bartholomew Richardson of Woburn in the County of Middlesex and Commonwealth of Massachusetts, Yeoman in consideration of fifteen dollars to me paid by Joshua P. Converse of said Woburn, Counsellor at Law, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quit claim unto the said Joshua P. Converse his heirs and assigns forever a certain lot of land called Boardman's log Swamp situated in the North Easterly part of said Woburn containing two acres and bounded as follows viz. Westerly by land of Stephen Richardson Jr. Northwesterly by

That I Amasa Converse of said Commonwealth of Massachusetts do hereby acknowledge unto the said Joshua P. Converse of land am

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land of James Steele lastly by land of Jabez Weston
and Southerly by said Weston's land and a small brook
called Spring brook. To Have and To Hold the above
released premises with all the privileges and appurtenances
to the same belonging to the said Joshua P. Converse his heirs
and assigns to his and their use and behoof forever,
And I the said Bartholomeu Richardson for myself and
my heirs, executors and administrators do covenant with the
said Joshua P. Converse his heirs and assigns that the
premises are free from all incumbrances made or suf-
fered by me, and that I will and my heirs, executors &
administrators shall warrant and defend the same to
the said Joshua P. Converse his heirs and assigns forever
against the lawful claims and demands of all persons
claiming by through or under me, but against none other.
In witness whereof, I the said Bartholomeu Richardson
with Sarah P. Richardson my wife who hereby freely joins
in this deed in token of her release of all right and
title of or to dower in the granted premises have here-
unto set our hands and seals, this tenth day of
March in the Year of our Lord, eighteen hundred and
fifty two. Bartholomeu Richardson Seal, Sarah P.
Richardson Seal. Signed Sealed and delivered in pres-
ence of, Francis Richardson, Sarah A. Richardson,
Commonwealth of Massachusetts, Middlesex Js. March 12.
1852. Then personally appeared the within named Bar-
tholomeu Richardson and acknowledged the foregoing
instrument to be his free act and deed: before me,
M. L. Converse Justice of the peace.
Middlesex Js. March 14. 1852. Recd. & Recorded by
Celeb Hayden Reg

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Know all Men by these Presents,
That I Amasa Dexter of Newtonville in the County of Middlesex
Commonwealth of Massachusetts, Maria Forte Maker and Eliza P.
Dexter wife of the said Amasa in consideration of twelve hun-
dred dollars paid by William Morton of Newton, County and Com-
monwealth afore named, Thader, the receipt whereof is hereby
acknowledged, do hereby give, grant, bargain, sell and convey,
unto the said Wm. Morton his heirs and assigns a certain piece
of land and the buildings thereon situate in that part of

Dexter Pux
to
Morton

250 SALEM ST



Click to enlarge

MBLU : 38/ 01/ 02/ /
Location: 250 SALEM ST
Owner Name: MURPHY JOHN FTR
Account Number: 216990954294 0



Parcel Value

Item	Assessed Value
Buildings	84,000
Extra Building Features	0
Outbuildings	0
Land	139,200
Total:	223,200



Owner of Record

MURPHY JOHN FTR
 JOAN E MURPHY
 16 HARRIET AVENUE
 BURLINGTON, 01803



Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
MURPHY JOHN FTR	17547/ 336	1/1/1986	



Land Line Valuation

Size	Zone	Assessed Value
0.54 AC	R1	139,200



Construction Detail

Item	Value
Style	Ranch
Model	Residential
Grade	Avg
Stories	1 Story
Exterior Wall 1	Asbest Shingle
Roof Structure	Gable/Hip

Roof Cover	Asph/F Gls/Cmp
Interior Wall 1	Plastered
Interior Floor 1	Hardwood
Heat Fuel	Oil
Heat Type	Hot Water
AC Type	None
Bedrooms	3 Bedrooms
Bathrooms	1 Bathroom
Total Rooms	5 Rooms



Building Valuation

Item	Value
Living Area	960 square feet
Replacement Cost	118,368
Year Built	1954
Depreciation	29%
Building Value	84,000



Outbuildings

Code	Description	Units
	No Outbuildings	

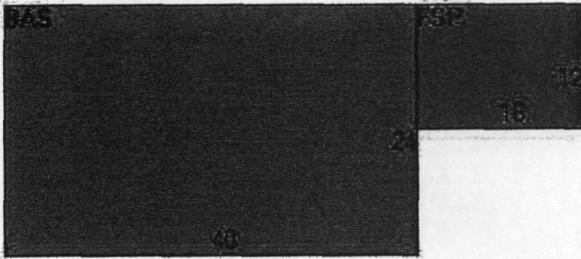


Extra Features

Code	Description	Units
	No Extra Building Features	



Building Sketch



UBM[760]

UGR[200]

Subarea Summary

Code	Description	Gross Area	Living Area
BAS	First Floor	960	960
FSP	Screen Porch	192	0
UBM	Basement, Unfinished	760	0
UGR	Builtin Garage	200	0

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11/03/86 03:10 FR 386 RE 25.03

MA 17547 PG 336

MASSACHUSETTS QUITCLAIM DEED SHORT FORM (INDIVIDUAL) 881

Janet L. Beauchamp, Trustee of Murphy Realty Trust, under Declaration of Trust dated April 10, 1981 and recorded with Middlesex South Registry of Deeds, Book 14272, Page 383

of Woburn, Middlesex County, Massachusetts

being ~~conveyed~~, for consideration paid, and in full consideration of \$16,666.66

grants to John F. Murphy and Joan E. Murphy as Trustees of OLD OIL REALTY TRUST, under Declaration of Trust dated September 29, 1980 recorded with Middlesex South Deeds, Book 14080, Page 276 of 16 Harriet Avenue, Burlington, Mass., 01803 with ~~unit~~ ~~trust~~

the herein

[Description of the land]

The fifty (50%) per cent interest, as Tenant in Common, of said Murphy Realty Trust, in the land with the buildings thereon situated in Woburn, Middlesex County, Massachusetts bounded and described as follows:

A certain lot of land containing 23,552 square feet, more or less, situated on Salem Street near the Boston and Lowell Railroad in the easterly part of said Woburn, and further bounded as follows:

Beginning at the southerly corner of the premises on Salem Street and running Northwesterly by land of John E. Leonard, one hundred ninety eight (198) feet to a stake
NORTHEASTERLY by other land parallel with Salem Street, one hundred five (105) feet to a new street; thence
SOUTHEASTERLY by said new street, one hundred ninety-eight (198) feet to Salem Street; thence
SOUTHWESTERLY on Salem Street, one hundred thirty-two (132) feet and six (6) inches to the point of beginning.

The above described lot being a part of the premises formerly belonging to Betsy Hart and others by deed dated September 25, 1847 and recorded with Middlesex South District Deeds, Book 518, Page 369. Meaning to convey to said grantee forever a right to pass and repass at all times from and to Salem Street over and across said new street which is laid out twenty feet wide as far north as the northerly side of the above described lot.

For title, see deed of William F. Murphy, Sr. dated April 10, 1981 recorded with Middlesex South Deeds, Book 14272, Page 393. See also Estate of Muriel F. Murphy, Middlesex Probate Court, Docket No. 519599.

Situs: 250 Salem Street, Woburn, 01801

Witness my hand and seal this 31st day of October 1986

Murphy Realty Trust
Janet L. Beauchamp, Trustee

Middlesex ss. October 31, 1986

Then personally appeared the above named Janet L. Beauchamp, as Trustee of Murphy Realty Trust and acknowledged the foregoing instrument to be her free act and deed, before me

Edward S. [Signature]
Notary Public - State of Massachusetts

My commission expires 10-20-1988

APR 27 1981 PM 3 36 363RE *10.75

R10.75 - 35 BK 14272 PG 393

COMMONWEALTH OF MASSACHUSETTS QUITCLAIM DEED SHORT FORM (INDIVIDUAL) 19

I, William F. Murphy, Sr., of Woburn, Middlesex County, Massachusetts

for consideration of XXXXXXXXXXXXXXXX One (\$1.00) XX Dollars paid, grant to Janet L. Beauchamp, Trustee of Murphy Realty Trust, under Declaration of Trust, dated April 10, 1981, and recorded herewith with QUITCLAIM COVENANTS
Maywood Terrace, Woburn, MA

The fifty (50%) percent interest I own, as Tenant in Common, in the land with the buildings thereon situated in Woburn, Middlesex County, Massachusetts bounded and described as follows:

A certain lot of land containing 23,552 square feet, more or less, situated on Salem Street near the Boston and Lowell Railroad in the easterly part of said Woburn, and further bounded as follows:
Beginning at the southerly corner of the premises on Salem Street and running Northwesterly by land of John E. Leonard, one hundred ninety eight (198) feet to a stake; NORTHEASTERLY by other land parallel with Salem Street, one hundred five (105) feet to a new street; thence SOUTHEASTERLY by said new street, one hundred ninety-eight (198) feet to Salem Street; thence SOUTHWESTERLY on Salem Street, one hundred thirty-two (132) feet and six (6) inches to the point of beginning.

The above described lot being a part of the premises formerly belonging to Betsy Hart and others by deed dated September 25, 1847 and recorded with Middlesex South District Deeds, Book 518, Page 369. Meaning to convey to said grantee forever a right to pass and repass at all times from and to Salem Street over and across said new street which is laid out twenty feet wide as far north as the northerly side of the above described lot.

For my title see Estate of Muriel F. Murphy, Middlesex Probate Court Docket No. 519599. Also see deed to Muriel F. Murphy, wife of William F. Murphy, of Woburn, Middlesex County, in her own right, from Cora A. Quinn, dated July 19, 1954, recorded with Middlesex South District Deeds, Book 8290, Page 338.

Said premises are now known as and numbered:
250 Salem Street
Woburn, Massachusetts .

Witness my hand and seal this 10th day of April 1981
William F. Murphy, Sr.

The Commonwealth of Massachusetts

Middlesex ss. April 10th 1981

Then personally appeared the above named William F. Murphy, Sr. and acknowledged the foregoing instrument to be his free act and deed, before me



Joanne M. Reese
Notary Public
My commission expires June 24 1986

BOOK 14272 PG 393

R 33.50 - .64

AGREEMENT AND DECLARATION OF TRUST OF
OLD OIL REALTY TRUST

This Agreement and Declaration of Trust entered into this 29th day of September, 1980, by and between John F. Murphy of Burlington, County of Middlesex, Massachusetts, together with his heirs, executors, administrators and assigns, hereinafter called Subscriber, and John F. Murphy of Burlington, County of Middlesex, Massachusetts, and Joan E. Murphy of Burlington, County of Middlesex, Massachusetts, together with their successors, hereinafter designated Trustees.

WITNESSETH:

That Whereas, it is desired by the Subscriber hereto and his assigns and such others as may become Shareholders hereunder to engage in the business hereinafter set forth and to contribute therefor property or otherwise for their interest herein; and

Whereas, the Trustees, for the purpose of defining the interests of the Subscriber and his assigns in such property, have agreed to issue to the Subscriber a negotiable certificate for Three Thousand (3,000) shares, which shall be no par common shares, and the said shares to be issued to the Subscriber as follows, viz.;

<u>Name</u>	<u>Residence</u>	<u>No. of shares</u>
John F. Murphy	16 Harriet Avenue Burlington, Massachusetts	3,000

Whereas, it is desired by the said Subscriber that the said persons named as Trustees herein shall act as Trustees under the terms and conditions hereinafter set forth for the purpose of carrying on said business and of holding all property which may come into their hands as Trustees as aforesaid; and

Whereas, the said persons herein named as Trustees are willing to accept the said Trust as hereinafter set forth and upon the following terms and conditions.

Now, Therefore, the Trustees hereby declare that they will hold said property so to be transferred to them, as well as all other property which they may acquire as such Trustees, together with the proceeds thereof, in trust, to manage and dispose of the same for the benefit of the holders from time to time of the certificates of shares issued hereunder, in the manner and subject to the provisions as hereinafter set forth.

ARTICLE I - PRINCIPAL OFFICE OF TRUST

Section 1. The principal office of the Old Oil Realty Trust shall be located at 16 Harriet Avenue, Burlington, County of Middlesex, Massachusetts.

ARTICLE II - NAME OF TRUST

Section 1. The Trustees and their successors, in their collective capacity, shall be designated as the Old Oil Realty Trust, and under that name shall, so far as practicable, conduct all business and execute all instruments in writing in the performance of their trust.

ARTICLE III - FISCAL YEAR

Section 1. The fiscal year of the Trust shall end on December 31st of each year.

ARTICLE IV - SEAL

Section 1. The seal of the Trust shall be circular in form and shall set forth the name of the Trust, the year "1980" and "Commonwealth of Massachusetts".

SEP 30 80 AM 10:45 115RE

US EPA ARCHIVE DOCUMENT

ARTICLE V - DURATION OF TRUST

Section 1. Unless sooner terminated as hereinafter set forth, the within Trust shall terminate twenty-one (21) years after the death of the survivor of the Trustees and Cestuis Que Trustents as named in the within Trust.

ARTICLE VI - AMENDMENTS TO AND TERMINATION OF THE TRUST

Section 1. The Trustees may, by majority vote, at any time, and from time to time, amend, alter, add to, or change this Declaration of Trust in any manner whatsoever, excepting therefrom, however, the exemption from personal liability of the Trustees and Cestuis Que Trustents as herein set forth. In like manner the Trustees may terminate this Trust, provided, however, that the Trustees then in office are duly indemnified against outstanding obligations and liabilities of the Trust.

Section 2. Any amendment, alteration, addition, change or termination of the Trust pursuant to the foregoing provisions shall become effective upon the recording thereof with each Registry of Deeds wherein this instrument has been recorded, of an instrument of amendment, alteration, addition, change or termination, as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds, by the Trustees, setting forth in full the amendment, alteration, addition, change or termination and reciting the consent of the Shareholders

herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all the prerequisites to the validity of such amendment, alteration, addition, change or termination, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes. Nothing in this paragraph contained shall be construed as making it obligatory upon the Trustees to amend, alter, add to, change or terminate the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

ARTICLE VII - DEPOSITORY BANK

Section 1. The Trustees shall select a depository bank for the funds of the Trust and may, in their sole discretion, change such depository bank and cause a transfer of funds to be made. The Trustees named herein declare that they have selected for such depository bank the Suburban National Bank of Arlington, Massachusetts.

ARTICLE VIII - FINANCIAL REPORTS

Section 1. At the annual meeting, the Trustees shall present to the Shareholder a financial report of trust operations for the preceding fiscal year. The report shall consist of a profit and loss statement and shall be in such detail as the Trustees may deem proper.

ARTICLE IX - DIVIDENDS AND DISTRIBUTION

Section 1. The Trustees shall distribute to the Shareholder out of the net income of the Trust such sums as they shall determine. The amounts to be distributed and the time of distribution shall rest in the discretion of the Trustees. The Shareholder shall share in such distribution in proportion to his beneficial interest in the Trust as represented by his holdings of certificates of equitable ownership.

Section 2. The Trustees may set aside money as a surplus, reserve or contingent fund and may use the same for the improvement of or addition to the trust property or for the reduction of mortgages or other indebtedness. The reservation of such funds shall be in the sole discretion of the Trustees.

ARTICLE X - CHECKS, NOTES, DRAFTS, ETC.

Section 1. Checks, notes, drafts and other instruments for the payment of money drawn or borrowed and any instruments of security therefor or endorsed in the names of the Trustees or of the Trust shall require the signature of both Trustees.

ARTICLE XI - TRUSTEES

Section 1. The Trustees named herein shall hold office during the term of their natural lives unless any one or both of them resign, refuse to act as Trustee or are unable so to do or are incapable of assuming the duties of such office. The remaining or surviving Trustee shall be solely responsible for the

administration of the Trust unless he or she shall elect to fill any vacancy then existing.

Section 2. The appointment of a Trustee shall be evidenced by a writing, signed and acknowledged in the manner required for the recording of deeds in the Commonwealth of Massachusetts, by the natural person or persons accepting the office of Trustee. Such instrument shall become effective upon the recording thereof with each Registry of Deeds where this Declaration of Trust is recorded, and such person or persons shall thereupon be and become such Trustee and shall be vested with title to the trust property, jointly, with the remaining or surviving Trustee without the necessity of any act of transfer or conveyance.

Section 3. Meetings of the Trustees shall be held from time to time upon the call of either of the Trustees. Notice of any meetings shall be given not less than three (3) days before the meeting but may be waived by either Trustee either before or after such meeting. The concurrence of both the Trustees shall be necessary for the validity of any action taken by them. Any deed, mortgage, lease or other instrument or writing executed by both the Trustees shall be valid and binding upon the Trust and upon the Trust when signed as above provided.

Section 4. Either Trustee may resign at any time by instrument in writing signed and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds and such resignation shall take

effect upon the recording of such instrument in each Registry of Deeds where this Declaration of Trust is recorded.

Section 5. Each Trustee shall be entitled to such reasonable compensation for his service as shall be from time to time fixed and determined by the Trustees and also additional reasonable compensation for extraordinary or unusual services, legal or otherwise, rendered by him in connection with the trusts hereof.

Section 6. Either Trustee may acquire, hold and sell shares in the trust on his personal account, either in his individual name or in a fiduciary capacity or jointly with other persons, or as a member of a firm or association or otherwise, without being thereby disqualified as a Trustee, and while so holding any shares on his personal account shall be entitled to the same rights and privileges as other owners of shares of beneficial interest herein.

Section 7. No Trustee hereinbefore named or appointed as hereinbefore provided shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or property than he actually receives, or for allowing the other Trustee to have possession of the trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or

mistakes of fact or law by reason of the existence of any personal or adverse interest or by reason of anything except his own personal and willful malfeasance and defaults.

Section 8. No Trustee shall be disqualified by his office from contracting or dealing with the other Trustee, or with one or more holders of shares of beneficial interest (whether directly or indirectly because of his interest individually or the Trustee's interest or any Shareholder's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which either Trustee shall be in any way interested be avoided nor shall either Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established provided the Trustee shall act in good faith and shall disclose the nature of his interest before the dealing, contract or arrangement is entered into.

Section 9. The Trustees or either of them shall not be entitled to look to the holders of Certificates of Beneficial Interest personally for indemnity against any liability incurred by them or either of them in the execution hereof or to call upon

such holders for the payment of any sum of money or assessment whatsoever, but it is expressly agreed that, in case any Trustee or Cestuis Que Trustent shall at any time, for any reason, be held to and be under any personal liability as such Trustee or Cestuis Que Trustent, not due to his acts in bad faith, then such Trustee or Cestuis Que Trustent shall be held harmless and indemnified out of the trust estate from and of all loss, costs, damage, or expense by reason of such liability, and if, at any time, the trust income shall be insufficient to provide for such indemnity and to satisfy all liabilities of and claims upon it, then the trust estate shall, in preference and priority over any and all other claims or liens whatsoever, except mortgages and except as otherwise expressly provided by law, be applied first to the indemnification of the Trustees from any loss, costs, damage or expense in connection with any personal liability which they may owe or have incurred, except as aforesaid, and thereafter to the indemnification in like manner of the Cestuis Que Trustents.

ARTICLE XII - POWERS OF TRUSTEES

Section 1. The Trustees shall have the absolute control and management of the Trust property as if they were the absolute owners thereof, free from the control of the holders of beneficial interest, and, without the following enumeration limiting the generality of the foregoing or of any item in the

enumeration, with full power and uncontrolled discretion, subject only to the limitations and conditions hereof, at any time and from time to time and without the necessity of applying to any court or to the holders of Certificates of Beneficial Interest for leave so to do:

1. To retain the trust property, or any part or parts thereof, in the same form or forms of investment in which received or acquired by them so far and so long as they shall deem fit, without liability for any loss resulting therefrom.
2. To sell, assign, convey, transfer, exchange, and otherwise deal with or dispose of the trust property or any part or parts thereof, free and discharged of any and all trusts, at public or private sale, to any person or persons, for cash or on credit, and in such manner, on such terms and for such consideration and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to take mortgages to secure the whole or any part of the purchase price of any of the trust property sold or transferred by them, and to execute and deliver any deed or other instrument in connection with the foregoing.
3. To purchase or otherwise acquire title to, and to rent, lease or hire from others for terms which may extend beyond the termination of this Trust any property or rights to property, real

or personal, and to own, manage, use and hold such property and such rights.

4. To borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times, even beyond the possible duration of this Trust and to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing.
5. To enter into any arrangement for the use or occupation of the trust property, or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases, easements, licenses, or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same shall extend beyond the possible duration of this Trust.
6. To invest and reinvest the trust property, or any part or parts thereof and from time to time and as often as they shall deem fit to change investments, including power to invest in all types of securities and other property, of whatsoever nature and however denominated, all to such extent as to them shall seem proper, and without liability for loss, even though such property or such investments shall be of

a character or in an amount not customarily considered proper for the investment of trust funds or which does or may not produce income, provided however, that the Trustees shall not be permitted to deal in "puts", "calls" or commodity futures.

7. To incur such liabilities, obligations and expenses, and to pay from the principal or the income of the trust property in their hands all such sums, as they shall deem necessary or proper for the furtherance of the purposes of the trust.
8. To determine as to all sums of money and other things of value received by them, whether and to what extent the same shall be deemed to be and shall be accounted for as principal or as income, and as to all charges or expenses paid by them, whether and to what extent the same may be charged against principal or against income, including, without hereby limiting the generality of the foregoing, power to apportion any receipt or expense between principal and income, and power to determine what portion, if any, of the actual income received upon any asset purchased or acquired at a premium or any wasting investment shall be added to principal to prevent a diminution thereof upon the maturity or exhaustion of such asset or investment.
9. To vote in such manner as they shall deem fit any and all shares in any corporation or trust

which shall be comprised in the trust property, and for that purpose to give proxies to any person or persons or to each other; to vote, waive any notice, or otherwise act in respect of any such shares.

10. To buy or otherwise acquire for this trust shares in the trust and to hold said shares or dispose of them in any manner herein provided for the original issue of the shares of trust, provided, however, that shares so held by the Trustees shall not while so held be included in determining any proportion of shares herein referred to and shall not be included as consenting to any action or proposed action of the Trustees to which consent of any portion of the holders of Certificates of Beneficial Interest is required by the terms hereof.
11. To guarantee performance of the obligations of others in any cases where they shall deem that it is to the advantage of this Trust that such guaranty be given.
12. To maintain such offices and other places of business as they shall deem necessary or proper and to engage in business in Massachusetts or elsewhere.
13. To employ, appoint and remove such agents, managers, officers, board of managers, brokers, employees, servants, assistants and counsel as they shall deem proper, for the purchase, sale or management of the trust property, or any part or parts thereof, or for conducting the business of the Trust and to define their

respective duties and fix and pay their compensation and the Trustees shall not be answerable for the acts and defaults of any such person or persons. The Trustees may delegate to any such agent, manager, officer, board, broker, employee, servant, assistant or counsel any or all of their powers (including discretionary powers, except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the Trust hereby created shall not be delegated) all for such times and purposes as they shall deem proper.

14. Generally, in all matters not herein otherwise specified, to control, manage and dispose of the trust property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instruments which by their performance thereof shall be shown to be in their judgment for the best interests of the holders of Certificates of Beneficial Interest.
15. No Trustee named or appointed as hereinbefore provided whether as original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder.
16. PROVIDED ALWAYS, that the Trustees shall have no power or authority by virtue of any provision anywhere in this instrument contained

or otherwise, to borrow money on the credit or on behalf of the holders of Certificates of Beneficial Interest or any of them personally or to make any contract on behalf of, or binding, the said holders of such Certificates, or any of them personally or to incur any liability whatever on behalf of, or binding the said holders or any of them personally or otherwise to bind the said holders or any of them personally.

ARTICLE XIII - PURPOSES OF TRUST

Section 1. Full power and authority is hereby granted to the Trustees to improve, manage and protect any and all real and/or personal property of the Trust, and to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers, and authorities vested in such Trustees, to donate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, as the Trustees may deem proper without regard to the duration of the Trust or any statutory restrictions on leasing and without the approval of any court, and to renew or extend such leases upon any terms and for any period

or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real and/or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

ARTICLE XIV - CERTIFICATES OF BENEFICIAL INTEREST

Section 1. Each Shareholder shall be entitled to a Certificate or Certificates representing in the aggregate the shares held by him, and substantially in the form annexed hereto and made a part hereof. A full and accurate record concerning the outstanding shares in the Trust shall be kept by or under the direction of the Trustees on certificate stubs, or such other and adequate means as they may from time to time determine, which record shall contain the names and addresses of the Shareholders and the

number of shares held by them respectively and all transfers thereof.

Section 2. The Trustees and the Shareholder may treat the registered holders of any outstanding Certificates of Beneficial Interest as the owner for all purposes of the Certificate and of the shares represented thereby and shall not be bound to recognize any equitable or other claim to or interest in an unrecorded transfer of such Certificate or part thereof on the part of any person or be affected by any notice to the contrary or be under obligation to make any inquiry except as otherwise expressly provided herein or by law. And the receipt of the person in whose name any Certificate of Beneficial Interest is registered or, if such Certificate is registered in the names of more than one person, the receipt of any one of such persons shall be a sufficient discharge for all distributions and other moneys payable in respect of such share and from all liability to see to the application thereof.

Section 3. If any Certificate is worn out, mutilated, or defaced, the Trustees may upon surrender thereof for cancellation issue a new Certificate in place thereof and, upon evidence satisfactory to the Trustees that a Certificate has been lost or destroyed, and upon receiving indemnification satisfactory to the Trustees against loss to them, the Trustees may issue in place thereof a new Certificate; and any such new Certificate shall take, for all purposes, the place of the Certificate so worn out, mutilated, defaced, lost or destroyed.

ARTICLE XV - TRANSFER OF SHARES

Section 1. Shares shall be transferable on the records of the Trust only by the record holder thereof or his agent thereunto duly authorized in writing, upon delivery to the Trustees of this Trust, of the Certificate or Certificates therefor, properly endorsed or accompanied by duly executed instruments of transfer.

ARTICLE XVI - RESTRICTIONS UPON THE TRANSFER OF CERTIFICATE

Section 1. Any holder of a Certificate of Beneficial Interest desiring to transfer any part or all of the shares represented therein may do so by the following procedure:

1. He shall notify the Trustees of his desire to sell or transfer by notice in writing, which notice shall contain a request that an accounting of the Trust be had and that the Trust property, real and personal, be appraised in accordance with standard and accepted accounting and appraisal practices.
2. Whenever the value of the Trust Estate or any item of property contained therein shall be fixed for the purpose as set forth in this Article or for any other purposes, the Trustees may set said value without recourse to any particular method of appraisal and any decision by them as to value when made in good faith shall be conclusive on all parties in interest.

3. Within sixty (60) days from the date of receipt of the notice in writing from the seller, the Trustees shall determine the fair value of the shares, as of the date of the notice, as reflected by the said accounting and appraisal, and shall notify the seller in writing of the value of the shares as so determined. The seller shall be entitled to receive from the Trustees the value of the shares so ascertained within thirty (30) days from the date of notification of the valuation, upon the surrender of the Certificates to the Trustees.
4. In the event that the Trustees refuse, fail or neglect to exercise their right to redeem the shares, as hereinbefore set forth, the seller of such shares shall be at liberty to sell or transfer the same in any manner he may see fit.
5. No shares of Beneficial Interest in the Trust shall be sold or transferred on the books of the Trust until these provisions have been complied with, but the Trustees may, in any particular instance, waive the requirement.
6. There shall be printed on each Certificate of Beneficial Interest the following statement:
"The transfer of the within Certificate of Beneficial Interest is restricted pursuant to Article XVI, Sections 1, 2, 3, 4 and 5 of the Declaration of Trust. The Trustees will, upon receipt of a written request of the holder of the within Certificate, furnish a copy of the referenced sections of the Declaration of Trust without charge."

7. The foregoing restrictions shall not prevent the acquisition of shares by devisees or legatees by Will or by laws of descent and distribution from the estate of a deceased person or distributees of trust funds among those entitled thereto.

ARTICLE XVII - ISSUANCE OF ADDITIONAL SHARES

Section 1. The Trustees, in their discretion, may, from time to time, and without vote of the Shareholders, issue shares of this Trust, in addition to the then issued and outstanding shares and shares held in the treasury, to such party or parties and for such consideration, at such time or times, and on such terms as the Trustees may deem best, and may in such manner acquire other assets (real, personal or mixed) and businesses, and no prior offering thereof to any of the Shareholders hereunder need be made.

ARTICLE XVIII - RIGHTS OF LEGAL REPRESENTATIVES

Section 1. The shares issued hereunder shall be personal property giving only the rights in this instrument and in the Certificate thereof specifically set forth. The death of a Shareholder during the continuance of this Trust shall not terminate the Trust nor give his or her legal representatives a right to an accounting or to take any action in the courts or otherwise against other Shareholders or the Trustees or the property held hereunder, but shall simply entitle the legal representatives of

the deceased Shareholder to demand and receive a new Certificate of shares in place of the Certificate held by the deceased Shareholder, and upon the acceptance of which such legal representative shall succeed to all the rights of the deceased shareholder under this Trust.

ARTICLE XIX - NOTICES TO SHAREHOLDERS

Section 1. Notices to Shareholders of the annual and all special meetings shall be given by any one of the Trustees by mailing the same, postage prepaid, to the last known address of the Shareholder as it appears on the books and records of the Trust, at least five (5) days before the said meeting. Any adjourned meeting may be held as adjourned without further notice.

ARTICLE XX - VOTING OF SHAREHOLDERS

Section 1. At meetings of the Shareholders, each holder of shares shall be entitled to one (1) vote for each share held by him, and any Shareholders may vote by proxy.

ARTICLE XXI - ANNUAL MEETING OF SHAREHOLDERS

Section 1. The annual meeting of the Shareholders shall be held on the third Monday in February of each year at 8:30 P. M. at the principal office of the Trust unless some other meeting place shall be designated by the Trustees.

ARTICLE XXXII - INSPECTION OF BOOKS AND RECORDS

Section 1. The books and records of the Trust shall be made

available for inspection by the Shareholders during business hours and at reasonable times.

ARTICLE XXIII - DECLARATION OF NO PARTNERSHIP

Section 1. No partnership is created by this Declaration or by the operations of this Trust hereunder. It is expressly declared that, as between and among the Shareholders, Trustees, Employees, and Agents of this Trust, a Trust and not a partnership is deemed to be created by this Declaration irrespective of whether any different status may be held to exist as far as others are concerned or in any other respect, and that the Shareholders shall be deemed to hold only the relationship of Cestuis Que Trustents to the Trustees, with only such rights as are conferred upon them as such Cestuis Que Trustents hereunder.

ARTICLE XXIV - THIRD PARTIES

Section 1. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in the Registry of Deeds as provided herein shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder or be affected with any notice, implied or actual, otherwise than by a certificate thereof. The receipts of the Trustees or either of them for monies or things paid or delivered to them shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees shall receive any money,

property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any acts of the Trustees purporting to be done in pursuance of any of the provisions or powers herein contained, or as to the regularity of the appointment or resignation of either Trustee, and any instrument of appointment of a new Trustee or resignation of a prior Trustee, recorded as herein specified, shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited.

Section 2. No corporation, company, trust, association, body politic or other body having outstanding shares, bonds or other securities, shall be affected by notice that any of its shares or bonds or other securities are subject to this Trust or be bound to see to the execution hereof or to ascertain or inquire whether any transfer of any such shares, bonds or other securities by the Trustees is authorized, notwithstanding such authority may be disputed by some other person.

Section 3. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or

Section 4.

agreement, whether oral or written, made, issued or executed by the Trustees shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof. This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded and any other certificate or paper signed by said Trustees which it may be deemed desirable to record shall be recorded with the Registry of Deeds as provided herein and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the trust property or any Shareholder thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by the Trustees in office at the time, setting forth as facts any matters affecting the Trust, including statements as to who are the Shareholders, as to what action has been taken by the Shareholders, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry of Deeds, shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon.

Section 5.

Any certificate executed by the Trustees hereunder setting forth the existence of any facts, the

existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee shall, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

ARTICLE XXV - CONSTRUCTION AND INTERPRETATION

Section 1.

In the construction hereof, whether or not so expressed, words used in the singular or in the plural shall respectively include both the plural and the singular. Words denoting males shall include females and words denoting persons shall include individuals, firms, associations, companies, trusts and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, and headings of the within Declaration of Trust are inserted only for convenience of reference and are not to be taken to be a part hereof or to control or affect the meaning, construction, interpretation or effect of the provisions contained herein.

ARTICLE XXVI - RESTRAINT ON ALIENATION

Section 1.

No part of the Trust Estate, whether principal or income, realty or personalty, shall ever be subject to transfer, assignment, sale, pledge, alienation or anticipation in any manner by any beneficiary or remainderman. Nor shall the interest

of any beneficiary or remainderman, prior to final distribution, be taken on execution or be subject to any process, legal or equitable, or be seized in any manner or be held liable for the beneficiary or remainderman's debts, contracts, obligations, liabilities or engagements of any kind whatsoever; nor be affected by bankruptcy or insolvency proceedings, nor be subject to the control or claims of creditors or of any spouse of any beneficiary or remainderman.

Section 2.

If any person entitled to any portion of this Trust Estate or any portion of the net income thereof shall encumber, assign or sell any property of other interest therein to which he or she may in any manner or event be entitled, or if he or she shall suffer any act, default or legal or equitable process by means of which any property or interest therein might or could be diverted to the use or claims of creditors or spouses, or if any beneficiary shall be adjudged bankrupt or insolvent, then and thereupon, his or her entire right, title and interest to any such property or interest shall be deemed by such act, default or adjudication, to have been rendered void and thereafter the Trustees shall expend in their sole uncontrolled discretion, for the use and benefit of said beneficiary or remainderman, or for the use and benefit of his or her dependents or members of his or her immediate family, such portion of the principal or income of

the Trust Estate. But in no event shall the total sum exceed the amount to which the beneficiary or remainderman would have been entitled but for the act, default or adjudication aforesaid.

ARTICLE XXVII - EXECUTION AND ACCEPTANCE

Section 1. The within Declaration of Trust is executed in four (4) counterparts by the parties hereto, each of which counterparts, or photocopies thereof, shall be deemed to be an original and such counterparts and photocopies shall constitute but one and the same instrument which shall for all purposes be sufficiently evidenced by any such original, counterpart or photocopy.

Section 2. The acceptance of a Certificate of Beneficial Interest issued hereunder shall constitute the Shareholder accepting such certificate a party to this agreement with the same force and effect as if he had hereunto signed his name and affixed his seal and upon ceasing to be a holder of record of Certificates of Beneficial Interest designating shares hereunder such former holder thereof shall cease to be a party hereto.

IN WITNESS WHEREOF, I hereunto set my hand and seal as Subscriber to the Old Oil Realty Trust on the date and year first above written and herewith and hereby assent to and approve the terms of the said Trust for myself, my heirs, successors and assigns.

WITNESSES: Edward S. Guidoboni John F. Murphy
John F. Murphy - Subscriber

IN WITNESS WHEREOF, we hereunto set our hands and seals on the date and year first above written and by so doing we herewith and hereby accept the office of Trustees of the Old Oil Realty Trust, for ourselves and our successors.

WITNESSES:
Edward S. Guidoboni John F. Murphy
John F. Murphy - Trustee
as to both Joan E. Murphy
Joan E. Murphy - Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. September 29, 1980

Then personally appeared before me the above-named John F. Murphy and Joan E. Murphy, as individuals and as Trustees, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same as their free act and deed, before me.

Edward S. Guidoboni
Edward S. Guidoboni - Notary Public
My commission expires 10-29-82

John J. Herlihy
John J. Herlihy 7/14/54

Notary Public,
Justice of the Peace.

Rec'd & entered for record July 19, 1954 at 8h. 30m. A.M. #14

I, CORA A. QUINN, wife of J. Frank Quinn, of Woburn, Middlesex County, and Commonwealth of Massachusetts, for consideration paid, (the same being less than One Hundred (\$100.00) Dollars), grant to MURIEL F. MURPHY, wife of William F. Murphy, of Woburn, Middlesex County aforesaid, in her own right with QUITCLAIM COVENANTS, the following parcel of land bounded and described as follows:

A certain lot of land containing twenty-three thousand five hundred fifty-two (23552) square feet more or less situated on Salem Street near the Boston and Lowell Rail Road in the easterly part of Woburn aforesaid, and bounded as follows, to wit: Beginning at the southerly corner of the premises on Salem Street and running Northwesterly by land of John F. Leonard one hundred ninety-eight (198) feet to a stake; thence Northeasterly by other land parallel with Salem Street one hundred five (105) feet to a new street; thence Southeasterly by new street one hundred ninety-eight (198) feet to Salem Street; thence Southwesterly on Salem Street one hundred thirty-two (132) feet and six (6) inches to the point of beginning. The above described lot being a part of the premises formerly belonging to Eetsy Hart and others by deed dated September 25, 1847 and recorded with Middlesex County (South District) Deeds, Book 516, Page 369. Meaning to convey to said grantee forever a right to pass and repass at all times from and to Salem Street over and across said new street which is laid out twenty feet wide as far north as the northerly side of the above described lot.

Being the same premises conveyed to me by Wickliffe J. Spaulding, of Newton, by deed dated the 30th day of April, 1928 and recorded in Middlesex South District Deeds, Book 5256, Page 551

This conveyance is subject to and with the benefit of all encumbrances of record so far as the same are now in force and applicable and to taxes and other municipal liens if any there be.

I, J. FRANK QUINN, husband of the aforesaid Cora A. Quinn, hereby release to the said grantee all rights of curtesy and other rights in the granted premises.

WITNESS our hands and seals this 14th day of July, 1954.

Cora A. Quinn
J. Frank Quinn

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COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

July 14, 1954.

Then personally appeared the above-named Cora A. Quinn and acknowledged the foregoing instrument to be her free act and deed, before me,



Elwood B. Elliott
Notary Public.
ELWOOD B. ELLIOTT

My commission expires 17 Sept 1954

Rec'd & entered for record July 19, 1954 at 8h. 30m. A.M. #15

South Boston Co-operative Bank
of South Boston Massachusetts, holder of a mortgage
from Francis J. Monahan and Mary F. Monahan,
to South Boston Co-operative Bank
dated June 28, 1950
recorded with Middlesex South District County Registry of Deeds
Book 7603 Page 44 acknowledges satisfaction of the same

In witness whereof, the said South Boston Co-operative Bank
has caused its corporate seal to be hereunto affixed and these presents to be signed, acknowledged, and
delivered in its name and behalf by John H. Casey
its Treasurer this sixth day of July A. D. 19 54

Signed and sealed in presence of

South Boston Co-operative Bank,

By

John H. Casey
Treasurer

The Commonwealth of Massachusetts

Suffolk ss. July 6, 19 54 Then personally appeared

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taxes and as- grantee or its assigns, or any person or persons in its or their behalf,
 granted premis- may purchase at any sale made as aforesaid, and that no other purchaser
 shall keep the shall be answerable for the application of the purchase money; and that,
 at less than until default in the performance or observance of the condition of this
 the grantee and deed, ourselves and our heirs and assigns may hold and enjoy the granted
 they shall ap- premises and receive the rents and profits thereof. IN WITNESS WHEREOF,
 policy on said ve, the said Arthur G. Wheeler & Mildred K. Wheeler, hereunto set our
 w and sufficient hands and seals this twenty-fourth day of July in the year one thousand
 not commit or nine hundred twenty-eight. Arthur G. Wheeler (seal) Mildred K. Wheeler
 breach of any (seal) COMMONWEALTH OF MASSACHUSETTS. Middlesex ss. July 24, 1928.
 te of even date Then personally appeared the above-named Mildred K. Wheeler, and acknowl-
 antee or order edged the foregoing instrument to be her free act and deed, before me,
 void. BUT UPON William P. Martin, Justice of the Peace. - - - - -
 oing condition, Middlesex ss. July 25, 1928. 2h.34m.P.M. Rec'd & Recorded.

I, Oliver M. Belliveau, holder of a mortgage from Placide P.
 Doiron and Aglie M. Doiron, to me, dated July 24, 1928, recorded with Mid-
 dlesex South District Deeds, Book, Page, ASSIGN said mortgage and the
 note and claim secured thereby to Waltham Trust Company. WITNESS my hand
 and seal this twenty-fifth day of July, 1928. Oliver M. Belliveau (seal)
 COMMONWEALTH OF MASSACHUSETTS. Middlesex ss. July 25, 1928. Then per-
 sonally appeared the above named Oliver M. Belliveau, and acknowledged
 the foregoing instrument to be his free act and deed, before me, John L.
 Harvey, Notary Public. - - - - -
 Middlesex ss. July 25, 1928. 2h.35m.P.M. Rec'd & Recorded.

BELLIVEAU
 to
 WALTHAM
 TRUST COMPANY
 ASST.

I, Wickliffe J. Spaulding, of Newton, Middlesex County, Massa-
 chusetts, as trustee under a certain instrument in writing, dated July 16,
 1895, and recorded with Middlesex County (South District) Deeds, book
 2379, page 222, wherein Edgar G. Fisher gave certain estate in trust to
 Edward L. Estabrook et als for the benefit of said Edward L. Estabrook
 and others, duly appointed as such trustee by decree of the Middlesex Coun-
 ty Probate Court, dated May 26, 1927, by the power conferred by said in-
 strument in writing and under said decree dated May 26, 1927, and every
 other power, for consideration paid, grant to Cora A. Quinn, wife of J.
 Frank Quinn, of Woburn, Middlesex County aforesaid, in her own right, a
 full trans- certain lot of land containing twenty-three thousand five hundred fifty-
 the land covered no (23552) square feet, more or less, situated on Salem Street near the
 Boston and Lowell Rail Road in the easterly part of WOBURN aforesaid, and
 GREED that the

SPAULDING, TR.
 to
 QUINN

bounded as follows, to wit: Beginning at the southerly corner of the
ises on Salem Street and running Northwesterly by land of John E. Leonard
one hundred ninety-eight (198) feet to a stake; thence Northeasterly by
other land parallel with Salem Street, one hundred five (105) feet to a
new street; thence Southeasterly by new street, one hundred ninety-eight
(198) feet to Salem Street; thence Southwesterly on Salem Street, one
dred thirty-two (132) feet and six (6) inches to the point of beginning
The above described lot being a part of the premises formerly belonging
to Betsy Hart and others by deed dated September 25, 1847, and recorded
with Middlesex County (South District) Deeds, book 518, page 369. Mean-
ing to convey to said grantee forever a right to pass and repass at all
times from and to Salem Street over and across said new street, which is
laid out twenty feet wide as far north as the northerly side of the
above described lot. Meaning and intending hereby to convey the same
premises conveyed to Rufus Estabrook by deed given by William H. Park,
ed December 5, 1867, and recorded with said Deeds, book 1026, page 253.
For further reference to title see deed from Edward L. Estabrook et al
to Edgar G. Fisher dated July 8, 1895, and recorded with said Deeds, bo
2379, page 201, and said instrument in writing hereinbefore referred to
recorded with said Deeds, book 2379, page 222. This conveyance is made
subject to all encumbrances of record so far as the same are now in for
and applicable and to taxes and municipal liens and assessments which
may be thereon. WITNESS my hand and seal as such trustee this 30th day
of April, 1928. Wickliffe J. Spaulding Trustee as aforesaid (seal)
COMMONWEALTH OF MASSACHUSETTS. Suffolk ss. April 30, 1928. Then per-
sonally appeared the above-named Wickliffe J. Spaulding, as trustee as
aforesaid, and acknowledged the foregoing instrument to be his free act
and deed, as such trustee, before me, Miriam F. Campbell, Notary Public
My commission expires July 17, 1931. - - - - -

Middlesex ss. July 25, 1928. 2h.37m.P.M. Rec'd & Recorded.

Two words over erasure.

ANNICELLI
to
TOCCI, TR.

I, Angelo T. Annicelli, sometimes known as Tony Annecelli, of
Newton, Middlesex County, Massachusetts, being married, for considera-
tion paid, grant to Lawrence Tocci, Trustee for Lawrence Tocci, Junior
under a Declaration of Trust, dated October 2, 1926, recorded with Mid
sex South District Registry of Deeds, Book 5034, Page 287, also of said
Newton, with QUITCLAIM COVENANTS A certain parcel of land, with the
buildings thereon, situated in said NEWTON, and shown as lot 112 on a
plan of Sub-Division of Towle Estate drawn by Barnes and Beal, dated

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Know all Men by these Presents
that we, Edward L. Estabrook, George L. Estabrook,
Franklin Estabrook, Emily E. Estabrook and Sarah
E. Estabrook all of Newton in the County of Middle-
sex and Commonwealth of Massachusetts in considera-
tion of one dollar and other valuable consideration paid
by Edgar G. Fisher of Boston in the County of Suffolk
and Commonwealth aforesaid, the receipt whereof is
hereby acknowledged do hereby give grant bargain sell
and convey unto the said Edgar G. Fisher, the following
described parcels of real estate: -

First: A certain parcel of real estate lying in that part
of the town of Newton called Auburndale in the County
of Middlesex and bounded as follows, to wit: Beginning
upon Woodland Ave. formerly called the "Proprietors Way"
at a point forty two feet from the northeasterly corner
of land conveyed to Ebenezer Bradbury by Benjamin
T. Tenney as per deed recorded with Middlesex Deeds Lib
557 fol 136. thence running by said "Proprietors Way" to said
corner of said land so conveyed; thence turning at a right
angle and running by said land two hundred and eighty
six feet to land now or late of Benjamin Cross; thence turn-
ing at a right angle and running thirty five feet and nine
inches by land of said Cross. thence turning at about
a right angle and running by land of Isaac R. Worcester
to the bound first mentioned and containing eleven
thousand one hundred and eighteen square feet Being
the same premises conveyed to Rufus Estabrook by Eben-
ezer Bradbury Junior by deed dated May 20, 1864 and
recorded with Middlesex South District Deeds Lib 928 fol 190.

Second: All that parcel of real estate with the buildings
thereon situated in that part of Newton Massachusetts called
Auburndale bounded and described as follows, viz: Com-
mencing on the westerly side of Charles Street at the corner
of land of Dobson and running by said Dobson land west-
erly one hundred and forty nine feet to land of C. D. Pigeon
thence northerly by said Pigeon's land one hundred and sev-
enty six and one half feet to an open alley or driveway of
said Pigeon. thence easterly by said driveway one hundred
and eighty three feet to said Charles Street thence South-
erly by said Charles Street one hundred sixty five feet

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to
Fisher

See Book 44 Page 181

Merrill one hundred fifty two feet; thence westerly by land of said Merrill forty four feet to the Court aforesaid and the point of beginning. Being the same premises conveyed to Rufus Estabrook by Thomas Glendinning, by deed dated February 17 1874 and recorded with Middlesex South District Deeds Lib 1296 fol 106.

Sixteenth: A certain parcel of real estate with the buildings thereon situated on the southwesterly side of Delle Avenue in that part of Boston formerly called Roxbury, and bounded and described as follows: Beginning at the point of intersection of said Delle Avenue and Burney Street the line then runs southeasterly on said Delle Avenue sixty four feet to lot No 49 on a plan of Charles M^c Burney made January 1871 and recorded with Suffolk Deeds book 1034 fol. 28 then it turns and runs southwesterly, along said lot No 49 eighty three feet; then it turns and runs northwesterly, sixty four feet to Burney Street and thence northeasterly on said Burney street eighty-two feet to the point begun at. Being lots numbered twenty-six, twenty-seven, twenty-eight and twenty-nine on said plan and the passageway four feet in width in the rear thereof and containing including said passageway fifty three hundred and twelve square feet more or less the passageway to be kept open for public use. Being the same premises conveyed to Franklin Estabrook by deed dated December 12, 1892 and recorded with Suffolk Deeds Lib. 2106. page 89.

Seventeenth A certain lot of real estate containing twenty three thousand five hundred fifty two square feet more or less situated on Salem Street near the Boston and Lowell Railroad in the westerly part of Woburn, Massachusetts: Beginning at the southerly corner of the premises on Salem Street the line running northwesterly by land of John C. Leonard one hundred and ninety-eight feet to a stake thence northeasterly by other land parallel with Salem Street one hundred and five feet to a new street; thence southeasterly by a new street one hundred and ninety-eight feet to Salem Street; thence southwesterly on Salem Street one hundred and thirty-two feet and six inches to the point of beginning. Meaning to convey to said Estabrook his heirs and assigns forever a right to pass and repass at all times from and to Salem street over and across said new street which is laid out twenty feet wide as far North as the

Northerly side of the above described lot. Being the same premises conveyed to Rufus Estabrook by William H. Park by deed dated December 5, 1867, and recorded with Middlesex South District Deeds Lib 1026, page 253.

Eighteenth A certain lot of real estate situate in Boston bounded as follows. Beginning at a point on the easterly side of Sterling Street distant ninety eight and $5\frac{3}{100}$ feet northwesterly from Shawmut Avenue, thence running northwesterly on Sterling Street twenty four feet thence turning at a right angle and running northeasterly on land of John S. Tappan ninety feet to land of F. A. Brooks thence turning at a right angle and running twenty four feet on land of said Brooks to other land of said Brooks thence turning and running ninety feet to the place of beginning. Containing twenty one hundred and sixty square feet of land. Being the same premises conveyed to Rufus Estabrook by the Tremont Improvement Company by deed dated August 15, 1868 and recorded with Suffolk Deeds Lib: 936 page 317.

Nineteenth, a certain parcel of real estate with the buildings thereon situated in that part of Everett formerly called South Malden, bounded and described as follows; viz; northerly by land of Samuel Pierce four feet; easterly by land next hereinafter described being lot 76 ninety one feet Southerly by Prospect or High Street four feet, Westerly by land late of Ellen Minnehan to the point of beginning. Also lots numbered seventy six, seventy seven, seventy eight, seventy nine, eighty on a plan of an estate in said Malden belonging to George W. Gerrish made by John Low and dated May 26, 1845 and recorded with Middlesex Deeds bounded southerly by Prospect or High Street three hundred feet, westerly by the parcel above described ninety one feet more or less, northerly by land of said Pierce three hundred feet more or less and easterly by Ferry Street fifty feet. This parcel contains 21,100 square feet and the parcel first above described contains 364 square feet making the entire contents of both parcels 21,464 square feet more or less. Being the same premises conveyed to Rufus Estabrook by Georgianna Pollard by deed dated June 8, 1868 and recorded with Middlesex South District Deeds Lib. 1042 fol 225.

Twentieth: A certain parcel of real estate with the buildings on the same situate in Chelsea Massachusetts being lot

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southwesterly, by land now or late of D. Jarvis fifty-four (54) feet to the point of beginning, containing twenty three hundred and sixty one (2361) square feet more or less.

Forty sixth, - All that parcel of real estate with the buildings thereon situated in Newton Massachusetts, bounded as follows viz; southerly by Washington Street, one hundred and fifty-eight feet, westerly on School Street one hundred and eighty one feet, northerly on School Street Court one hundred feet, easterly on land now or late Barnes, seventy-five feet and northerly on said land now or late of Barnes fifty-eight feet and easterly on land now or late of Phineas A. Johnson one hundred six feet. Also another parcel of real estate situated on the northerly side of said School Street Court and bounded southerly on said Court fifty-two feet two inches; westerly on land now or late of Briggs seventy-eight feet, northerly on land of owners unknown fifty-two feet eight inches and easterly on land now or late of Thomas seventy-four feet. The most westerly boundary line of the last described parcel is distant one hundred and six feet four inches easterly from the easterly line of School street. Being the same premises conveyed to Rufus Estabrook by John F. Boyd by deed dated October 1, 1872 and recorded with Middlesex South District Deeds Lib. 1230, fol 509. The parcel herein described as parcel numbered twenty eight is included in the above description a repetition thereof having been necessary in order to include other land. The premises herein described are conveyed subject to such encumbrances as may appear of record, and excepting from the above described premises so much thereof as has been heretofore conveyed by deeds duly recorded. To Have and to Hold the granted premises with all the privileges and appurtenances thereto belonging to the said Edgar G. Fisher and his heirs and assigns to their own use and behoof forever. And we do hereby for ourselves and our heirs executors and administrators covenant with the said grantee and his heirs and assigns that we

all the right title and interest which I acquired in and to the real estate described in a certain deed from the said Edward L. Estabrook George L. Estabrook, Franklin Estabrook, Emily E. Estabrook and Sarah E. Estabrook to me dated July 8th 1895 and recorded herewith. To Have and to Hold the said premises to the said Edward L. George L. Franklin, Emily E. and Sarah E. Estabrook their heirs, successors and assigns in trust nevertheless for the benefit of said Edward L., George L., Franklin, Emily E. and Sarah E. Estabrook as herein set forth. The said trustees or either of them in the case of the resignation or death of the others and the successors or successor of them, duly appointed by some Court of proper jurisdiction or appointed by consent of all parties in interest by instrument recorded in the Registry of Deeds for the County of Suffolk shall at all times have full power to sell and dispose of at public or private sale or mortgage all or any part of either of said parcels of real estate without liability of the purchaser to see to the application of the purchase money upon such terms for cash or upon credit according to their or his full discretion and to sign, seal, acknowledge and deliver deeds or other instruments relating to the same (or to release any part of the same). They or the survivor or successor of them shall also have full power to enter into any indenture with owners of adjoining lands in respect to all or any part of the trust real estate for the purpose of improving laying out and selling such real estate if they shall consider it advantageous or joining all or any part of said real estate into common ownership by a joint stock company or a corporation upon such terms and in such manner as they or he may think best, it being understood that in so selling leasing or otherwise disposing of said real estate the said Trustees or the survivor or successor of them shall have as absolute control over all such real estate as if they or he were individually the owner thereof; they or the survivor or successor of them are also authorized to lay out and dedicate to public use or cede to the city or town in which any of said property may be situated with or without consideration any portion of said real estate for streets, courts

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or open squares. They may expend money in advertising, in the employment of auctioneers or brokers to effect sales, in grading streets and in general improvement of the property from money actually in their hands. All monies paid for taxes or assessments however may be assessed from time to time upon the parties interested and each shall be liable for his just proportion thereof, and in case of non-payment the same shall be charged against his share as a lien thereon. They shall only be held to ordinary diligence in the care and management of the property and neither shall be liable for the act or default of the other.

Second. The said trustees shall from time to time distribute the monies in their hands from sales or leases to the said Edward D., George D., Franklin, Emily E., and Sarah E. Estabrook, their heirs, representatives or assigns in just proportions and for this purpose and for convenience of multiples the total present value of said real estate shall be taken to be \$400,000 and they shall issue certificates in suitable form to the said Edward D., George D., Franklin, Emily E. and Sarah E. Estabrook or to such persons as shall be requested by them or either of them of the par value of \$1000 each namely eighty shares to Edward D. Eighty shares to George D., Eighty shares to Franklin, Eighty shares to Emily E. and Eighty shares to Sarah E. Estabrook. The said Emily E. Estabrook and Sarah E. Estabrook shall each be entitled to receive from said Trustees a sum not less than \$1500 each year out of the money in the hands of said trustees the same to form a part of their proportion of the income from said trust estate. Each shareholder may assign by absolute sale but only by transfer duly recorded in books of the trustees, any and all shares owned by him but not without the written consent of two or more of the trustees but no part of a share, neither shall any share be assigned as pledge for a debt. In case of a sale of shares as above provided the seller shall assign the certificate thereof upon the back and acknowledge the same before a Justice of the Peace and at the same time shall execute acknowledge and deliver a duplicate assignment or conveyance of

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such shares under seal in such form as shall reasonably satisfy said trustees, which may be recorded in the Registry of Deeds and furthermore the seller or his representatives shall thereafter execute all releases if any be required in cases of sales of parcels of real estate subsequent to the assignment or conveyance of his interest therein. Each shareholder shall give suitable receipts to the trustees for all moneys paid by them and such payments the trustees may require to be endorsed on the certificates. Third. - the property affected by this instrument shall for convenience be known as the Estabrook Real Estate Trust. Fourth. - The trust hereby created may terminate at any time by a written request to the trustees signed by all of the shareholders which request shall be recorded in the Suffolk Registry of Deeds and also in the Middlesex Registry of Deeds whereupon the real estate shall be immediately conveyed by the trustees to the said Edward L., George L., Franklin, Emily E., and Sarah E., Estabrook or their heirs or assigns who shall be share holders in said trust. and the personal estate after deducting all expenses and charges shall be equitably and in proper proportions distributed among them and thereupon the recipients shall severally execute and acknowledge under seal and suitable discharge to the then trustee or trustees and shall surrender for cancellation his or her certificates and this trust shall terminate. In Witness Whereof I the said Edgar S. Fisher being unmarried hereunto set my hand and seal this 16th day of July in the year one thousand eight hundred and ninety-five. Edgar S. Fisher seal Commonwealth of Massachusetts. Suffolk SS. July 16th 1895. Then personally appeared the above-named Edgar S. Fisher and acknowledged the foregoing instrument to be his free act and deed before me, - Wm. C. Brackett Justice of the Peace.

Middlesex SS July 24, 1895 Recd. & Recorded.

Attest Chas B. Stevens Reg

Know all Men by these Presents that I, Marcus M. Packer the mortgagee named in a certain mortgage given by Frederick H. Gorman to me dated May 2nd.

Packer
to
Gorman
Disc.
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Peace.
& Recorded.
at D. Stuart

Know all Men by these Presents, That I,
William H. Park of Newton in the County of Middlesex and State of Massachusetts formerly Provision dealer, in consideration
of one hundred dollars to me paid by Rufus Estabrook of Newton
County of Middlesex and State of Massachusetts Gen-
eral, the receipt whereof is hereby acknowledged do hereby
grant sell bargain & convey unto the said Rufus Esta-
brook, his heirs and assigns forever, a certain lot of land
containing twenty three thousand five hundred and fifty two
square feet more or less. Situated on Salem Street near the
Boston and Lowell Rail Road in the Eastern part of Woburn
County and State aforesaid, and bounded as follows,
Beginning at the southerly corner of the premises
on Salem Street the line running northwesterly by land
of John E. Leonard one hundred and ninety eight feet to a
new street, thence northeasterly by other land parallel with said
Street one hundred and five feet to a new street,
thence south easterly by new street one hundred and nine-
ty eight feet to Salem St. thence Southwesterly on Salem Street one
hundred and thirty two feet and six inches to the point of
beginning. The above described lot being a part of the prem-
ises formerly belonging to Betsey Hart and others by deed dated
the 14th of June 1847 and recorded in the Middlesex
County of Deeds, Book 518 Page 369. Meaning to convey
unto the said Estabrook, his heirs and assigns forever a right
of way and repass at all times from and to Salem Street over
and across said new street which is laid out twenty
feet wide as far north as the northerly side of the above described
lot. To have & hold the above granted premises with all
privileges and appurtenances thereto belonging to the
said Rufus Estabrook his heirs and assigns to his and their
heirs and behoof forever. And I the said grantor for my
heirs, executors and administrators do cov-
enant with the said grantee and his heirs and as-
signs, that I am lawfully seized in fee simple of the
premises that they are free from all in-
cumbrance. That I have a good right to sell and convey
the same to the said grantee and his heirs and assigns
as aforesaid and that I will and my heirs ex-
ecutors and administrators shall warrant and defend
the same to the said grantee, his heirs and assigns

U.S.
Rev. Stamp
\$0.50
No. 16 P.
Dec. 12/67.

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forever against the lawful claims and demands of all persons. In Witness whereof, I the said William H. Park together with my wife Eliza my wife who joins in this conveyance in token of release of all right, and title of or to both dower and her stead in the granted premises, have hereunto set our hands and seals this fifth day of December in the year of our late eighteen hundred and sixty-seven. William H. Park
Eliza A. Park (seal) signed, sealed and delivered in presence of Jas. French to W. H. P. Mary Traw, Commonwealth of Massachusetts. Suffolk ss. Dec. 12, 1867. Then personally appeared the said named Wm H. Park and acknowledged the foregoing to be his free act and deed. before me, Jas. French Justice of the Peace.

Middlesex ss. Dec 28, 1867. Recd & Recorded.

John Chat. B. [Signature]

Dyer
to
Gervish

U. S.
Rev. Stamp
\$0.50
D. D.
Nov. 1, /67

5

I know all Men by these Presents That David Dyer of South Malden in the County of Middlesex Commonwealth of Massachusetts, In consideration of the sum of money to me paid by George W. Gervish of Chelsea in the County of Suffolk and Commonwealth aforesaid, the receipt whereof is to me acknowledged, do hereby grant, remise, release and forever quit unto the said Gervish his heirs and assigns a certain parcel of land situated in South Malden aforesaid County and State described as follows, viz; Being lots numbered (87) 188 189 and part of lots (85) and (86) Sixth Street according to the plan of the lands of the Winnisimmet Company as recorded in Chelsea and Malden by J. H. Shearer - Engineer and recorded with the Suffolk deeds - Said land being bounded Easterly by the boundary line between Chelsea and Malden North Easterly by the land now or late of Simpson and Westerly by Malden Street so called. To Have and to hold the above-released premises, with all the privileges and appurtenances to the same belonging, to the said Gervish his heirs and assigns, to his and their use and behoof forever. And the said grantor for myself and my heirs executors administrators, do covenant with the said grantee his heirs and assigns, that the premises are free from all mortgages and claims made or suffered by me, And that I will, and my heirs executors, and administrators shall Warrant and defend the same to the said grantee his heirs and assigns against the lawful claims and demands of all persons.

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and title of or to both dower and homestead in the premises, have hereunto set our hands and seals the tenth day of June in the year of our Lord eight hundred and sixty six. Stephen Lynde (seal) Mary A. Lynde (seal) sealed and delivered, in presence of Dra Gerry Justice of the Peace of Massachusetts, Middlesex ss June 26. 1866. Then appeared the above-named Stephen Lynde & Mary A. Lynde and acknowledged the foregoing instrument to be their deed before me Dra Gerry. Justice of the Peace.

Middlesex ss June 27. 1866. Recd and Recd
 Just Chas. P. ...

Cummings
 to
 Park.

U. S.
 Rev. Stamp
 \$0.50
 C. C.
 June 27. 1866.

Know all Men by these presents that I Charles Cummings of Newton, in the county of Middlesex state of Massachusetts, gentleman, in consideration of seven dollars to me paid by William H. Park of Newton in the county of Middlesex and state aforesaid. Provision dealer the receipt of is hereby acknowledged, do hereby give, grant, bargain, sell, convey, unto the said William H. Park, his heirs and assigns forever a certain lot of land containing, twenty three and five hundred and fifty two square feet, situated on a lot near the Boston and Lowell Rail Road in the eastern part of Proburn, and bounded as follows to wit, Beginning at the northerly corner of the premises on Salem st. the line running northerly by land bargained to John E. Leonard, one hundred and ninety eight feet to a stake, thence northeasterly by my old lot parallel with Salem street and one hundred and ninety eight feet distant therefrom, one hundred and five feet to Salem street thence southeasterly by said new street one hundred and ninety eight feet to Salem street. thence southerly on Salem street one hundred and thirty two feet to a stake, thence westerly to the point of beginning, the above described lot containing a part of the premises formerly belonging to Betsy Leonard and others by deed dated September twenty fifth 1847 and recorded in the Middlesex Registry of deeds book 518 page 369, made to convey to said Park his heirs and assigns forever a right of pass and repass at all times from and to Salem street and across said new street which is laid out two feet wide as far north as the northerly side of the above described lot. To Have and to Hold the above-granted premises unto the said Park his heirs and assigns forever with all the privileges and appurtenances thereto belonging to the said Park his heirs and assigns forever.

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in the grant of William H. Park his heirs and assigns, to his and their use ^{and behoof} forever. And seals this deed and 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 above premises; that they are free from all incumbrances that I have personally or by my heirs, executors, and administrators shall, Warrant and Defend the same to the said grantee, his heirs and assigns against the lawful claims and demands of all persons.

Witness Whereof, I the said Charles Cummins widower have caused to set my hand and seal, this twenty seventh day of June in the year of our Lord eighteen hundred and sixty six of Middlesex County Massachusetts. Signed, sealed, and delivered in presence of us Benj. K. Rand. Commonwealth of Massachusetts Middlesex ss June 27. 1866. Then personally appeared the above named Charles Cummins and acknowledged the foregoing instrument, bargain, sell and convey to be his free act and deed, before me Benj. K. Rand, Justice of the Peace. Middlesex ss June 27. 1866. Recd and Recorded. Attest Chas. D. Stuart Notary Public.

Know all Men by these Presents, that I William H. Park of Stoughton in the county of Middlesex and State of Massachusetts, provision dealer in consideration of One hundred and seventy five dollars paid by Charles Cummins of New Bedford in the county of Middlesex and State of Massachusetts, gentle and minority competent, the receipt whereof is hereby acknowledged, do hereby give, bargain, sell and convey unto the said Charles Cummins his heirs and assigns a certain piece or parcel of land situated on Salem street near the Boston and Lowell Railroad in the easterly part of Stoughton and bounded as follows to wit, Beginning at the southeasterly corner of the premises on Salem street the line to Betsy Hardt and northwesterly by land of John E. Leonard one hundred and eight feet to stake, thence northeasterly by other land owned by Daniel B. Measures, parallel with Salem street and one hundred and ninety eight feet to a new street, thence southeasterly by said new street one hundred and thirty two feet and six inches to Salem street one hundred and thirty two feet and six inches to the point of beginning. The above described lot being a part of the premises formerly belonging to Betsy Hardt and others as by

Park
to
Cummins.
U.S.
New Stamp
30.50
Chas. D. S.
June 27. 1866

Measures to Cummins Jr

Know all men by these presents that I Daniel B. Measures of Woburn in the County of Middlesex and Commonwealth of Massachusetts Weavers in consideration of one hundred and seventy six dollars and sixty four cents to me paid by Charles Cummins Junior of Boston in the County of Suffolk and Commonwealth aforesaid Piano Forte manufacturer the receipt whereof is hereby acknowledged do hereby give grant bargain sell and convey unto the said Charles Cummins Jr his heirs and assigns forever a certain lot of land containing twenty two thousand five hundred and fifty two square ^{feet} situated on Salem Street near the Boston and Lowell Road Road in the Easterly part of said Woburn and bounded as follows viz: Beginning at the Southerly corner of the premises on Salem Street the line runs Northwesterly by land bargained to John C. Leonard one hundred and ninety eight feet to a stake thence Northeasterly by my other land parallel with Salem Street and one hundred and ninety eight feet distant therefrom one hundred and five feet to a new street thence Southeasterly by said new street one hundred and ninety eight feet to Salem Street thence Southwesterly on Salem St one hundred and thirty two feet and six inches to the point of beginning. The above described lot being a part of the premises conveyed to me by Betsey Wastt and others by deed dated Sept 25. 1847 and recorded in the Middlesex Registry of deeds Book 518 Page 369 Meaning also to convey to said Cummins and his heirs and assigns forever a right to pass and repass at all times from and to Salem Street over and across said new streets (which is laid out twenty feet wide) as far North as the Northerly side of the above described lot. Do have and to hold the above granted premises with the privileges and appurtenances thereto belonging to the said Charles Cummins Jr his heirs and assigns to his and their use and behoof forever. And I the said Daniel B. Measures for myself and my heirs executors and administrators do covenant with the said Charles Cummins Jr his heirs and assigns that I am lawfully seized in fee of the aforegranted premises that they are free from all incumbrances that I have

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a good right to sell and convey the same to the said Charles Cummins Jr. his heirs and assigns as aforesaid and that I will and my heirs, executors and administrators shall warrant and defend the same to the said Charles Cummins, Jr. his heirs and assigns forever against the lawful claims and demands of all persons. In witness whereof I the said Daniel B. Measures and Margaret Measures my wife, who hereby fully and freely relinquishes all her right of dower in the above described premises have hereunto set our hands this eighth day of August in the year of our Lord eighteen hundred and forty nine Daniel B. Measures seal Margaret Measures seal, Signed, sealed and delivered in presence of J. W. James witness to sig of D. B. Measures Elizabeth Grover, Commonwealth of Massachusetts Suffolk ss. Boston Aug 8, 1849. Then personally appeared the above named Daniel B. Measures and acknowledged the above instrument to be his free act and deed before me J. W. James, Justice of the Peace

Middlesex ss Aug 15, 1849. Received and Recorded by
Oaleb H. Cuyler Reg.

Spauldings
to
Parkhurst

Know all men by these presents that we Benjamin F. Spaulding, of Newbury, in the County of Middlesex and State of Massachusetts, Farmer, and Mary Spaulding of the town and County aforesaid single woman, for and in consideration of two hundred, and sixty four dollars paid by John Parkhurst, of the town and County aforesaid laborer, the receipt whereof is hereby acknowledged, do hereby give, grant bargain, sell and convey unto the said John Parkhurst his heirs and assigns forever two lots or parcels of land situated in said Newbury, together with all the privileges and appurtenances to the same belonging and bounded as follows: The first lot or homestead farm containing about thirty acres more or less, and bounded Northerly by land of Mrs Phebe Brown, the heirs of John Spaulding Jr, and said Benjamin F. Spaulding and Thomas French, Easterly by land of the heirs of the late Dr Henry Wilbridge, deceased, Southerly by land of said Benjamin F and Mary occupied as a burying ground, the highway

premises, have hereunto set our hands and seals this
twenty second day of October, in the Year of our Lord,
Eighteen hundred and forty seven.

Signed Sealed
and delivered,
in presence of us,
A. J. Wheeler.
to ex. B. Wheeler.
Geo B. Gavett to:

A. Bennett Wheeler Seal
Caroline J. H. Wheeler Seal

Suffolk Co. October 22^d U. S.
1847. then personally appear-
ed the above named Honor B.

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

A. J. Wheeler Justice of the peace.

Middlesex Co. December 11. 1847. Received by
Caleb Hayden Sec.

Know all men by these presents, Harth & al
That we Betsey Harth widow of Joseph Harth late of the
City of Boston, in the County of Suffolk and Commonwealth
of Massachusetts, Gentleman deceased, William H. Barnes
Merchant, Elizabeth C. Barnes wife of said William H. Barnes
in her own right and Sarah A. Harth, gentlewoman devisee
under the will of Joseph Harth, and heir at Law of Maria
L. Harth deceased a devisee under said will all of said
Boston, in consideration of the sum of five hundred dol-
lars to us paid by Daniel B. Measures of said Boston,
Bonnet finisher, the receipt whereof is hereby acknowledged
do by these presents, grant, remise, release and forever
quit claim unto the said Daniel B. Measures his heirs
and assigns, all our right, title, interest and estate in
and to a certain piece or parcel of land situated in
Woburn, in the County of Middlesex and Commonwealth
Massachusetts, at a place called Bears ridge lying on the
Northern side of the County Road leading from Woburn to
Reading and bounded as follows, to wit, Beginning at a
point on the Northern side of said County Road seventy
seven feet from a point in the centre of the Boston
and Lowell Rail Road, directly under the North end
of the Stone Arch bridge, over said Rail Road and
ninety one feet and eight inches from the centre of
said Rail Road at the South end of said Stone Arch
bridge, these distances to be measured horizontally thence

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running nearly in a North course four hundred and twenty
 one feet and six inches to a stake standing just one hun-
 dred feet Easterly from the centre line of said Rail Road
 measuring at right angles with said centre line, thence
 running Northerly two hundred and seventy one feet to
 another stake standing just forty one feet and three inches
 Easterly from the centre line of said Rail Road measuring
 as before, thence on a line parallel with said centre line,
 and always forty one feet and three inches distant there-
 from, about seven hundred and eighty three feet to the
 line of land now or late of Gen. of Col. Samuel Field
 to a corner, thence turning and running Southerly about
 three hundred and sixty four feet and a half on and by
 land now or late of Junius Richardson, thence South
 Easterly about nine hundred and forty feet by land now
 or late of said Junius Richardson and of Joseph M. Beers
 Jr. to the above mentioned Woburn and Reading Road
 thence on and by said Road to the place of beginning,
 containing about six acres and forty rods be the same
 more or less; the same being the premises conveyed to said
 Joseph Hartt deceased, by the said Lowell Rail Road
 Corporation by deed bearing date the 29th day of March
 A. D. Eighteen hundred and forty one and recorded with
 Middlesex deeds, Book 401. page 317. subject to the right
 reserved by said Rail Road Corporation in said last men-
 tioned deed to keep open the drain or water course exist-
 ing at the time of said deed through the Northerly part of
 the above granted premises; for the purpose of conveying
 off the water from said Rail Road. TO HAVE and
 TO HOLD the above granted premises subject to the
 right of drain above mentioned, with all the privileges
 and appurtenances therunto belonging to him the said
 Daniel B. Measures his heirs and assigns forever. And we
 the said Betsy Trull, William F. Barnes and Sarah A.
 Hartt for ourselves, our heirs, executors, and administra-
 tors, do hereby severally covenant with the said Daniel
 B. Measures his heirs and assigns, that we severally
 will and our several heirs, executors and administrators
 shall warrant and defend the above granted prem-
 ises unto the said Daniel B. Measures his heirs and
 assigns against the lawful claims and demands

of all persons, claiming by through or under us, respect-
levelly but against none others. In testimony whereof
we the said Betsey Hartt, William H. Barnes, Elizabeth
C. Barnes and Sarah H. Hartt have hereunto set our hands
and seals this twenty fifth day of September, A. D.
Eighteen hundred and forty seven.

Signed, Sealed,
Executed, and delivered
in the presence of,
W. B. the words "devise"
under the will of said
Joseph Hartt and his,
at Law of Edward L.
Hartt and devise under
said will "having been
inserted in the sixth
line of the first page,
before execution.

Betsey Hartt Seal
W^m H. Barnes Seal
Elizabeth C. Barnes Seal
Sarah H. Hartt Seal

C. W. Young

Commonwealth of Massachusetts -
Suffolk Co. Boston Sep-
tember, 23^d 1847. Then person-
ally appeared the above named
Betsey Hartt, W^m H. Barnes,
Elizabeth C. Barnes, and Sarah
H. Hartt and severally acknowl-
edged the above instrument to

be their free act and deed; Before me,

C. W. Young Justice of the peace.

Middlesex Co. December 10. 1847. Attest. Notarially by
Wm. H. Hurdon Secy.

Know all men by these presents, Braishaw
that I Samuel C. Braishaw of the Mortgage within name to
in consideration of three hundred and twenty three dollars Jackson
to me paid by Samuel G. Jackson of Chelsea, in the County of
Suffolk the receipt whereof I do hereby acknowledge, do
hereby grant, assign and set over unto the said Jackson the
within mortgage deed the premises therein described together
with the note therein mentioned to HAVE and TO HOLD
the same to the said Jackson and to his heirs and assigns
to us and their use and behoof forever, in the same
manner and for the same purposes that I have heretofore
held and enjoyed the same. In Witness Whereof
I have hereunto set my hand and seal this sixteenth
day of December, in the year of our Lord Eighteen Hun-
dred and forty seven.

In presence of
Ezekiel Hayden

Samuel C. Braishaw Seal

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