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July 3, 2018

In Hand

Sarah White, Chair  
Historic Commission  
City of Newburyport  
City Hall  
60 Pleasant Street  
Newburyport, Massachusetts 01950

RE: Request for Comments for Downtown Overlay District Special Permit  
132 High Street, Newburyport, MA (the "Property"); Assessor's Map: 13 Lot 19.

Dear Chair and Members of the Commission;

Reference is made to the above-captioned matter. In that connection, this firm represents Patrick Reddy, Redco Construction, (the "Petitioner"), relative to the rehabilitation of a structure on the Property. The Property currently includes a six-unit structure and two offices with accompanying parking and a garage. The Property is 7,149 square feet with 65 feet of frontage on High Street. The Property is located in the R-3 and Downtown Overlay Districts.

The Property is listed as contributory on the Historic Register in the City and it was built in or around 1855-1895. The structure, formerly 126 High Street, is now on what is shown as an empty lot on the 1854 map by Henry McIntire. The structure appears on both the 1880 Newburyport Map of E.H. Bigelow and the 1894 Newburyport Map of A.F. Poole. The structure also is shown on the 1888 Sanborn Map of Newburyport. The Property was conveyed in 1854 to Charles Michael Hodge, a Newburyport pharmacist. Charles M. Hodge was born in Newburyport on September 2, 1816 to James and Martha Hodge, and died in Boston on February 6, 1894 at the house of his son-in-law Warren T. Currier. Charles M. Hodge was listed as a pharmacist (apothecary) in Newburyport in the 1852 Massachusetts Business Directory. He also served as a Common Councilor for Ward 4 from 1860-1861 and 1863-1864. His sketch of the original Court House is included in John J. Currier's History of Newburyport Massachusetts 1764-1905. Excerpts of documents supporting this historical record are attached as Exhibit A.

*Millis Office*

730 Main Street, Suite 1F  
Millis, MA 02054

Phone 508.376.8400

A full title exam for the Property was performed to 1918, and is attached hereto as Exhibit B. Ownership was traced back further through a simple chain of title from 1918 to 1854 and is attached hereto as Exhibit C. Effie T. Currier who conveyed the property in 1918 was the daughter of Charles M. Hodge who is believed to have built and lived in the structure during his lifetime. She obtained title to the structure by purchasing her sister Annie L. Hodge's interest in 1896. The house passed to the two of them from their mother Caroline A.B. Hodge who died without a will shortly after the death of her husband Charles.

The Historic Register lists the structure as Italianate; Queen Anne style. The structure has a low-pitched roof, widely overhanging eaves on the front with decorative brackets, and the front door is covered with decorative supports. The front of the house has bay windows that do not match, with those on the southerly side having decorative arches. Certain windows in the front have been altered and/or replaced and a large shed dormer is now part of the upper floor. The side and rear of the house have been extensively altered over the years, beginning with a repair and renovation in or around 1980 following fire damage to the structure. See Assessor's cards attached as Exhibit D.

The Petitioner, as part of the rehabilitation efforts proposes to replace mismatched and oddly sized windows with windows that are consistent and historically appropriate, Petitioner intends to add several windows that match the original openings. Petitioner intends to enclose two enclaves in the rear of the structure which are on both sides of a recently added stairway that does not comport with the building's original architecture. Additionally, the Petitioner proposes to remove the roofing material that is now on the structure and replace it with material that matches what would have been used historically. The existing garage on the property will be improved by removing the single roll-up garage door and replacing it with double garage doors. Finally, the Petitioner proposes to add balconies to the rear of the structure that match the historical architectural style.

The Petitioner is requesting the Historic Commission provide its comments pursuant to section XXVII-F(4)(d) of the NZO to the Planning Board concerning the proposed alterations as noted above.

The proposed alterations serve two purposes: the changes to the structure generally are being undertaken in order to expand and improve the units inside the building, reduce the number of units, and convert the building from mixed use to solely residential use. The second purpose is to restore this building in a way that provides more light and air for the occupants and returns the exterior of the building to an appearance approximating the original structure. The original details of the structure will be retained and enhanced. In particular, large wall areas without windows will have windows installed to increase the natural light that the original occupants required and enjoyed. Several window openings will be reconfigured to match the original openings. A staircase that was recently added to the rear of the building to allow ingress and egress to all three floors will become part of a continuous wall enclosing residential space instead of jutting out from the rear of the building. The existing and proposed elevations are attached as Exhibit E.

In general, the appearance of the rear of the building will be greatly improved and brought in conformity with the historical aspects of the rest of the structure. It should be noted that much of the rear is not visible from the public way. The balconies are to be designed so as not to take away so significantly from the rear elevations and to allow for greater use of the rear open space by residents. The windows in the building will be replaced with windows in the same openings will provide greater energy efficiency for the structure while retaining the historic exterior appearance of the house. The cut sheets for the replacement windows will be submitted to the Commission prior to the meeting. A specification sheet for the windows is attached. Decorative eaves matching those on the front will be carried around the house, and the roof pitch on one side will be changed to match the rest of the structure. No other changes are being proposed to the structure.

We look forward to presenting these proposed alterations to the Commission at its next meeting.

Sincerely,

A handwritten signature in black ink that reads "Lisa Mead (50)". The signature is written in a cursive, slightly slanted style.

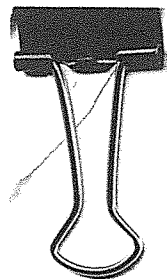
Lisa L. Mead

Attachment

cc: Client

# EXHIBIT A





Do Not  
Throw away

# Newburyport Historic District

## District Data Sheets

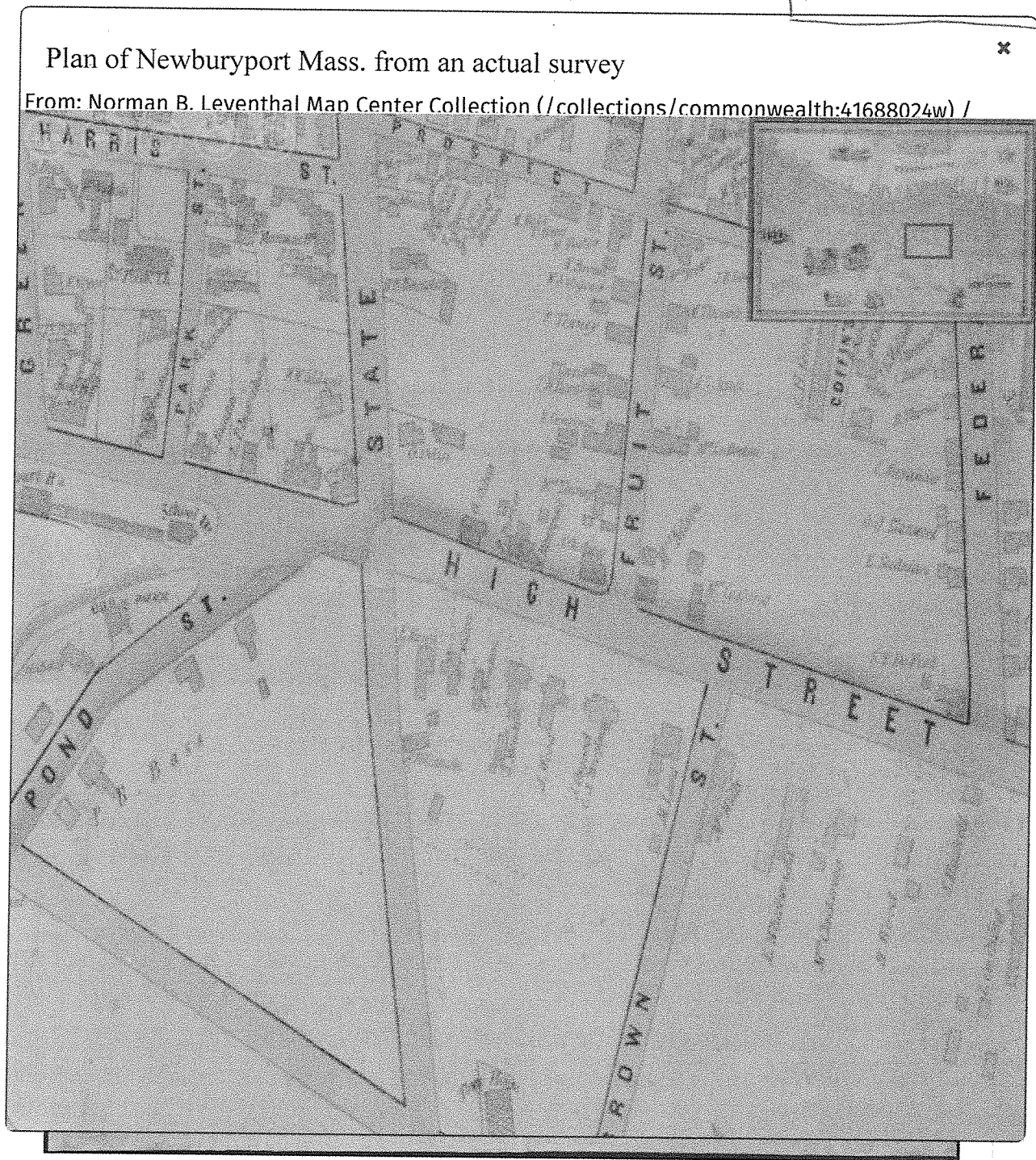
National Register of Historic Places

Listed August 2, 1984

Provided by  
Massachusetts Historical Commission  
220 Morrissey Blvd  
Boston, MA 02125  
(617) 727-8470  
[WWW.STATE.MA.US/SEC/MHC](http://WWW.STATE.MA.US/SEC/MHC)

		House & Carriage			
	18-3		Ca 1900	Queen Anne/Colonial Revival	C
	18-2		Ca 1870	Italianate	C
	18-1		Ca 1895	Queen Anne	C
	18-80		Ca 1895	Queen Anne	C
	15-17	Davenport-Greeley House & Carriage House	1808	Federalist	C
80.	15-16		Ca 1870	Italianate; Second Empire/House & Carriage House	C
82	15-15		Ca 1870	Italianate	C
84-86	15-14		Ca 1875	Italianate/Victorian Gothic	C
88	15-3	William Hervey House	Ca 1865	Second Empire	C
90	15-2		Ca 1800	Federalist	C
96	15-1	Nelson-Wheelwright House	1801	Federalist	C
98	14-52	Cushing House	1808	Federalist	C
100	14-51		Ca 1900	Queen Anne	C
102	14-50	Tenny-Noyes Double House	1807	Federalist	C
104	14-49	Tenny-Noyes Double House	1807	Federalist	C
106-108	14-48		Ca 1850	Greek Revival	C
110	14-47	Pope-Moseley House	Ca 1855; 1895	Early Victorian; Colonial Revival	C
112	14-46	Pope-Moseley House	Ca 1855; 1895	Early Victorian; Colonial Revival	C
114	13-26	John Buntin House	Ca 1870	Italianate/Second Empire	C
116-118	13-25	Charles Coffin Row House	Ca 1845-1850	Greek Revival	C
120-122	13-24	Charles Coffin Row House	Ca 1845-1850	Greek Revival	C
124	13-23	Sewall Place	Ca 1814; ca 1890	Federalist; Federalist Revival	C
126	13-22		Ca 1845	Greek Revival/Double House	C
128	13-21		Ca 1845	Greek Revival/Double House	C
130	13-20		Ca 1845	Sidehall Greek Revival	C
132	13-19		Ca 1855; ca 1895	Italianate; Queen Anne	C
134-136	13-18		Ca 1845; 1910	Astylistic	C
138-140	13-17		Ca 1845; 1920	Astylistic	MC
140	46-1	Convent-Church of the Immac. Conception	Ca 1940	Colonial Revival	INT
146	46-6	Richard Brown House	1842	Greek Revival	C
148	46-7	Adams-Toppan House	1808	Federalist	C
152	46-43		Ca 1870	Italianate	C

FROM: H. MCINTYRE 1851 MAP



Item Information

**Title:**

Plan of Newburyport Mass. from an actual survey

**Creator:**

McIntyre, H. (Henry) (/search?f%5Bname\_facet\_ssim%5D%5B%5D=McIntyre%2C+H.+%28Henry%29)

**Name on Item:**

H. McIntyre.

**Date:**

1851

**Format:**

Maps/Atlases (/search?f%5Bgenre\_basic\_ssim%5D%5B%5D=Maps)

**Location:**

Boston Public Library (/search?f%5Bphysical\_location\_ssim%5D%5B%5D=Boston+Public+Library)

Norman B. Leventhal Map Center

**Collection (local):**

Norman B. Leventhal Map Center Collection (/search?f%5Brelated\_item\_host\_ssim%5D%5B%5D=Norman+B.+Leventhal+Map+Center+Collection)

**Subjects:**

Landowners--Massachusetts--Newburyport--Maps (/search?f%5Bsubject\_facet\_ssim%5D%5B%5D=Landowners--Massachusetts--Newburyport--Maps)

Real property--Massachusetts--Newburyport--Maps (/search?f%5Bsubject\_facet\_ssim%5D%5B%5D=Real+property--Massachusetts--Newburyport--Maps)

Newburyport (Mass.)--Maps (/search?f%5Bsubject\_facet\_ssim%5D%5B%5D=Newburyport+%28Mass.%29--Maps)

**Places:**

Massachusetts (/search?f%5Bsubject\_geographic\_ssim%5D%5B%5D=Massachusetts) >

Essex (county) (/search?f%5Bsubject\_geographic\_ssim%5D%5B%5D=Essex+%28county%29) >

Newburyport (/search?f%5Bsubject\_geographic\_ssim%5D%5B%5D=Newburyport)

**Publisher:**

Philadelphia : H. McIntyre

**Notes:**

Oriented with north toward the upper left.

**Extent:**

1 map : col. ; 63 x 94 cm.

**Scale:**

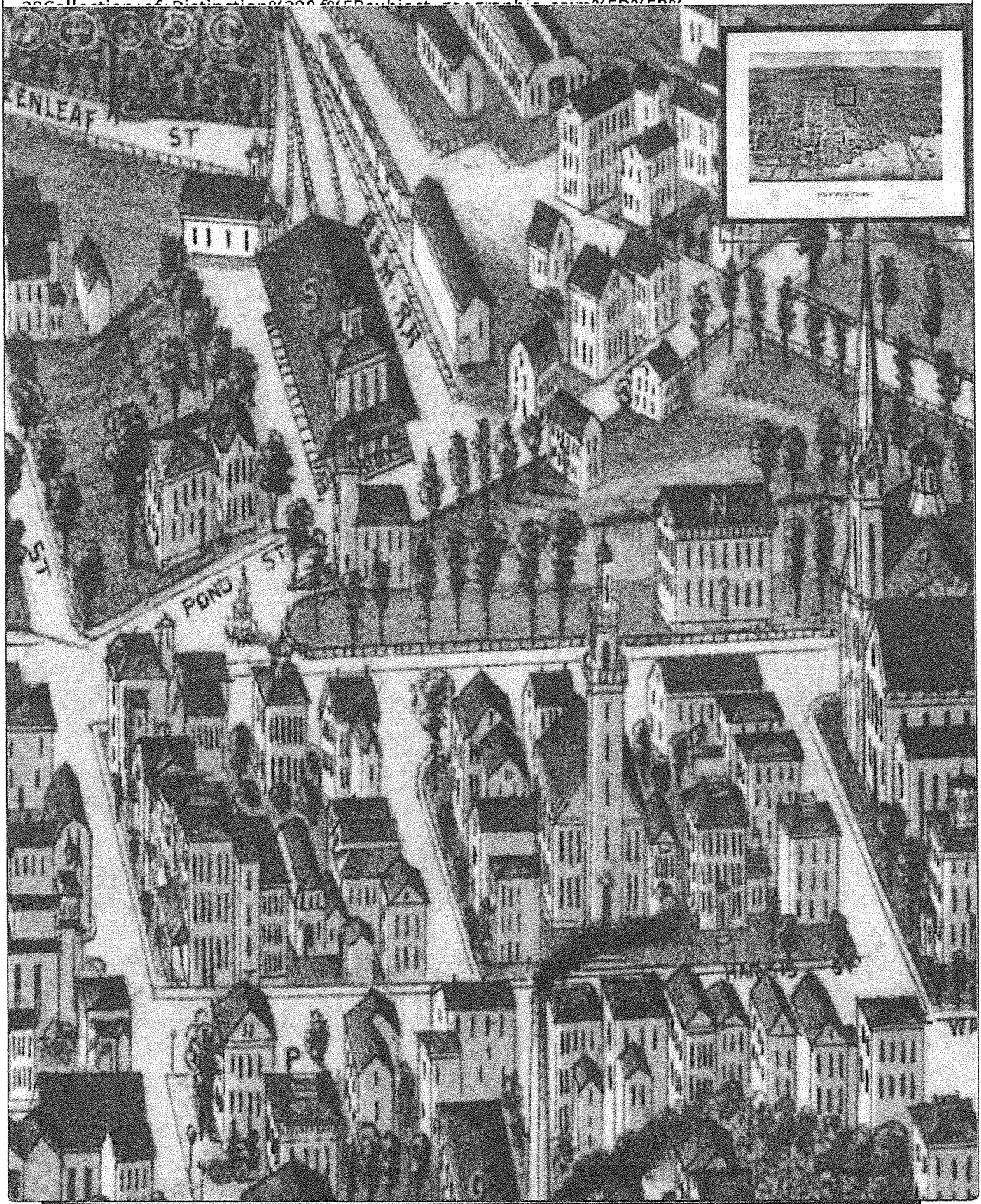
Scale 1:3,000.

**Language:**



FROM E.H. BIGELOW  
1880 MAP

Newburyport, Mass  
Back to Search (/search?\_id=1530193091393&f%5Bcollection\_name\_ssim%5D%5B%5D=Urban+Maps+%



## Item Information

**Title:**

Newburyport, Mass

**Description:**

Incorporated as a town in 1763, Newburyport is located near the mouth of the Merrimack River. It flourished as a center for shipping, shipbuilding, and whaling during the colonial period and as a port for privateering during the Revolutionary War and the War of 1812. During the 19th century, shipbuilding continued to be an important, but declining, activity with the last clipper ship launched in 1883. In the 1830s and 1840s, the towns economy became more industrialized with the establishment of four textile mills, a distillery, an iron foundry, and several other factories which produced shoes and combs. The town had a population of approximately 13,000 when this view was made. The artists observe the town as if overlooking it from the north shore of the Merrimack River, looking slightly southwest at the community and its rural hinterland. This perspective highlights the towns waterfront, suggesting its former reliance on maritime activities. Although a few ships and smaller vessel are pictured in the river, it is not the bustling seaport of former times. As the legend indicates, the view also depicts the four major textile mills (Peabody, Victoria, Bartlett, and Ocean Mills, identified with letters B-E) and the other manufacturing plants that are scattered throughout the town. The artists have also used significant vertical exaggeration to accentuate the height and importance of the industrial buildings, the churches, and other public buildings.

**Creator:**

Bigelow, E. H. (/search?f%5Bname\_facet\_ssim%5D%5B%5D=Bigelow%2C+E.+H.)

**Creator:**

Hazen, J. C. (/search?f%5Bname\_facet\_ssim%5D%5B%5D=Hazen%2C+J.+C.)

**Name on Item:**

by E.H. Bigelow, J.C. Hazen.

**Date:**

1880

**Format:**

Maps/Atlases (/search?f%5Bgenre\_basic\_ssim%5D%5B%5D=Maps)

**Location:**

Boston Public Library (/search?f%5Bphysical\_location\_ssim%5D%5B%5D=Boston+Public+Library)

Norman B. Leventhal Map Center

**Collection (local):**

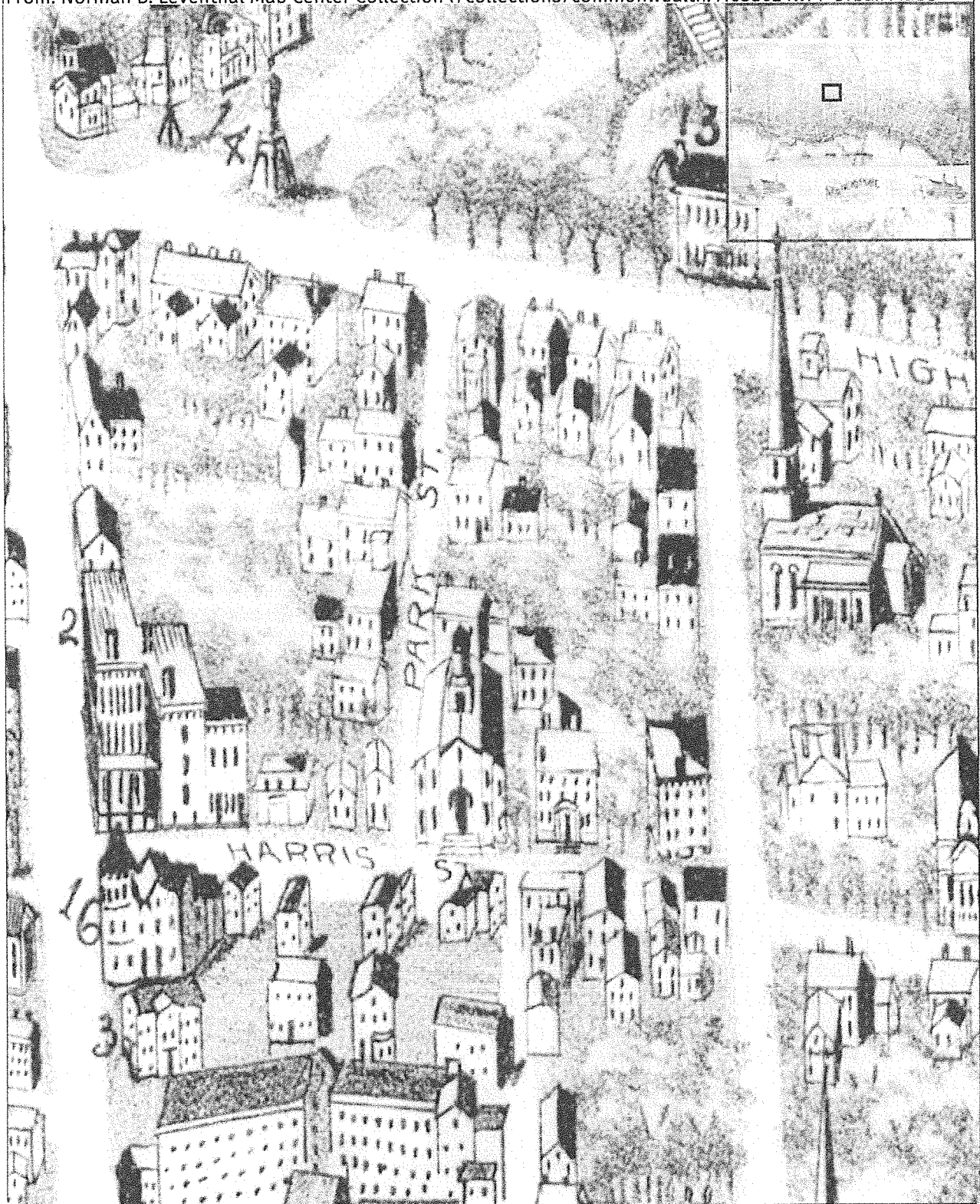
Norman B. Leventhal Map Center Collection (/search?f%5Brelated\_item\_host\_ssim%5D%5B%5D=Norman+B.+Leventhal+Map+Center+Collection)

**Subjects:**

A.F. POOLE  
1894 MAP

The city of Newburyport, Massachusetts

From: Norman B. Leventhal Map Center Collection (/collections/commonwealth:41688024w) / Urban Maps



Poole, A. F. (/search?f%5Bname\_facet\_ssim%5D%5B%5D=Poole%2C+A.+F.)

Date:

1894

**Format:**

Maps/Atlases (/search?f%5Bgenre\_basic\_ssim%5D%5B%5D=Maps)

**Location:**

Boston Public Library (/search?f%5Bphysical\_location\_ssim%5D%5B%5D=Boston+Public+Library)

Norman B. Leventhal Map Center

**Collection (local):**

Norman B. Leventhal Map Center Collection (/search?f%5Brelated\_item\_host\_ssim%5D%5B%5D=Norman+B.+Leventhal+Map+Center+Collection)

**Subjects:**

Newburyport (Mass.)--Aerial views (/search?f%5Bsubject\_facet\_ssim%5D%5B%5D=Newburyport+%28Mass.%29--Aerial+views)

**Places:**

Massachusetts (/search?f%5Bsubject\_geographic\_ssim%5D%5B%5D=Massachusetts) > Essex (county)

(/search?f%5Bsubject\_geographic\_ssim%5D%5B%5D=Essex+%28county%29) > Newburyport (/search?f%5Bsubject\_geographic\_ssim%5D%5B%5D=Newburyport)

**Publisher:**

S.l. : [s.n.]

**Notes:**

Bird's-eye view.

Includes index to points of interest and two illustrations of mills.

**Extent:**

1 view ; 51 x 75 cm.

**Scale:**

Not drawn to scale.

**Language:**

English

**Identifier:**

06\_01\_003760

**Call #:**

G3764.N48A3 1894 .P66

**Barcode:**

39999059001949

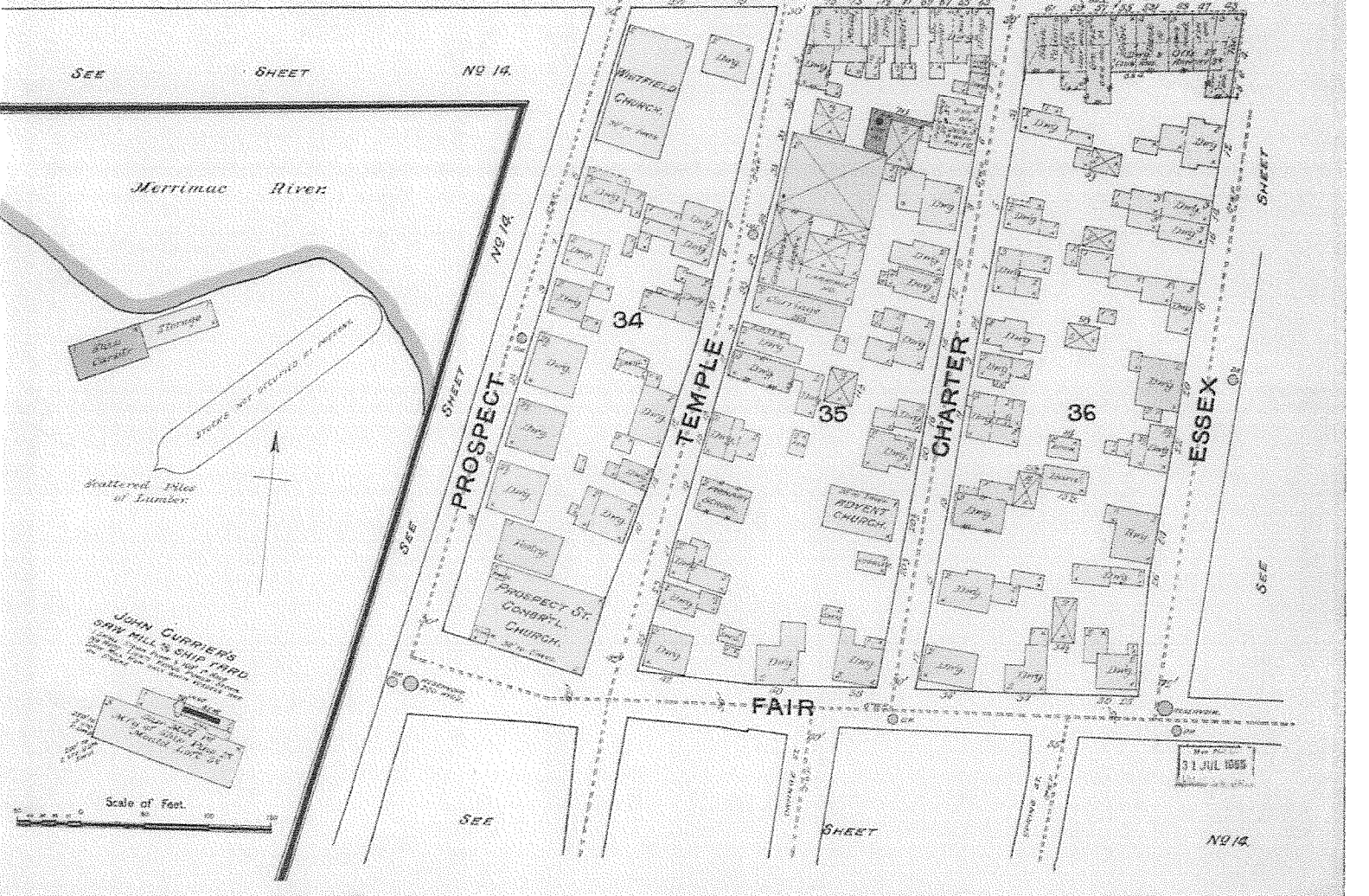
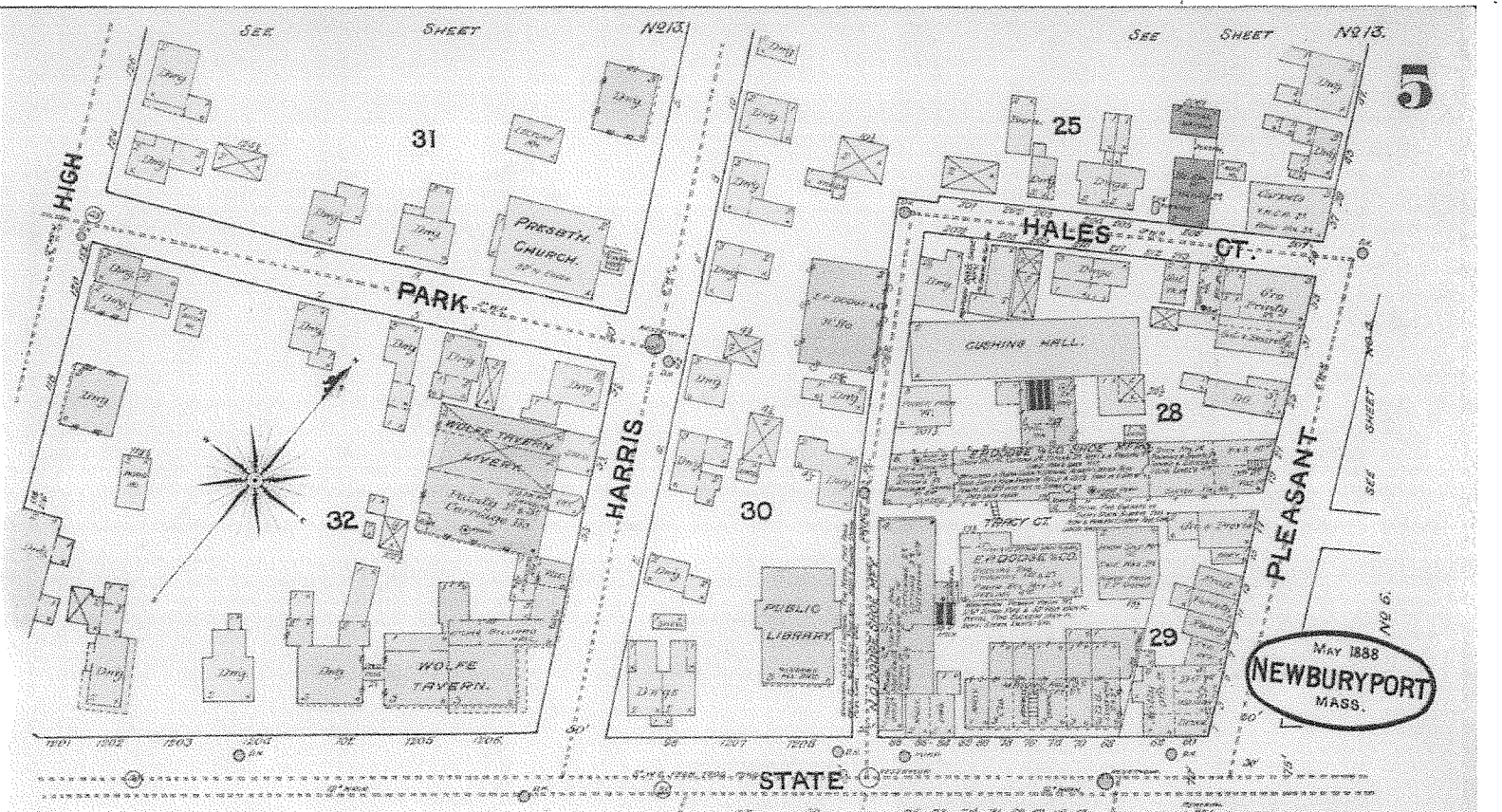
**Terms of Use:**

No known copyright restrictions.

No known restrictions on use.

View MODS XML (/search/commonwealth:9s161d552/metadata\_view)





190

NEWBURYPORT BIRTHS

HOGGUK, John, s. Dudley and Sarah, Sept. 19, 1818.  
Nelson, s. Dudley and Sally, Aug. 18, 1821.  
Sarah Newton, d. Dudley and Sarah, July 4, 1815.

HODGDON (see also Hogdon), Albert, s. Moses and Abby, Jan.  
3, 1847.

Albert Locke, s. Timothy and Elisabeth, Apr. 8, 1849.  
George Warren, s. Moses and Abby, June 12, 1844.  
George Washington, s. Rufus and Mary Ann, Jan. 23, 1845.  
John Edwin, s. Charles and Naomi, June 12, 1847.  
Joshua Edwin, s. Charles and Naomi, July 29, 1849.

HODGE (see also Hodges), Abby Ann, d. W[illia]m J., bp. Mar.  
20, 1836. C. R. 4.

Abigail, d. Thomas, bp. Oct. 10, 1779. C. R. 1.  
Anne, d. Michael and Sarah, May 20, 1783.  
Charles, s. Michael and Sarah, June 20, 1778.  
Charles, s. Nathaniel and Hannah, Nov. 9, 1828.  
Charles Michael, s. James and Martha, Sept. 2, 1816.  
Elisabeth, d. Michael, bp. Feb. 27, 1774. C. R. 4.  
Elizabeth, d. Michael and Sarah, Apr. 12, 1772.  
James, s. James and Martha, Sept. 10, 1802. [Sept. 20. dup.]  
James, s. William J. and Abigail, May 11, 1846.  
James Frederick, s. James and Sarah, bp. Apr. 24, 1831. C. R. 4.  
James Thacher, s. Michael, jr., bp. Apr. 13, 1816. C. R. 1.  
John Sewall, s. Michael and Sarah, July 1, 1776.  
John Wade, s. Nath[anie]l, bp. June 15, 1838. C. R. 4.  
Lucy Ann, d. Nathaniel and Hannah, Oct. 7, 1826.  
Lucy Balch, d. James and Martha, Apr. 23, 1807.  
Lucy Balch, d. James, bp. Dec. 13, 1833. C. R. 4.  
Martha Perkins, d. James and Martha, June 13, 1809.  
Mary, d. James and Martha, May 2, 1799.  
Mary Dalton, d. Michael and Sarah, June 6, 1785.  
Michael, s. Michael and Sarah, Sept. 9, 1780.  
Nathaniel, s. Michael, bp. June 9, 1765. C. R. 1.  
Nathaniel, s. James and Martha, Oct. 1, 1794.  
Philip Eaton, s. William and Abigail, Jan. 2, 1849.  
Richard Bartlet, s. Nathaniel and Hannah, bp. June 19, 1831.  
C. R. 4.  
Sarah, d. Michael and Sarah, Nov. 15, 1770.  
Sarah Elizabeth, d. William J. and Sarah, Nov. 13, 1828.  
Stephen Sewall, s. Micheal and Sarah, July 27, 1790.  
Susan Heard, d. Nathaniel and Hannah, Dec. 22, 1824.  
Susanna, d. James and Martha, Apr. 25, 1796.

Charles R. Paddock, for many years one of the best known druggists in Brooklyn, died at his late residence, 287 Clermont avenue, in that city, on Wednesday, February 7. He was born in Liverpool, Onondaga County, N. Y., on April 18, 1841, and received a public school education. When quite young his parents moved to Oswego, where Charles H. Butler, a well-known druggist of the city, took a fancy to him, because of his brightness in the Sunday-school class. While with Mr. Butler he acquired a good knowledge of pharmacy, and at 21 years of age, in 1862, he enlisted with the One Hundred and Forty-seventh New York Volunteers as hospital steward and did much good service until the close of the war. In 1877 he removed to Brooklyn where he found employment in the drug store at the corner of DeKalb and Clermont avenues. In a comparatively short while he bought out his employer and prospered well. In 1887 he established a branch at the corner of Lafayette and Carleton avenues. In this venture success also attended his enterprise. He was for two terms president of the Kings County Pharmaceutical Society taking an active part in the affairs of that body. A widow and a son survive him. The funeral services were attended from his late residence on Thursday, Feb. 8. His remains were taken for burial to Hannibal, Oswego County, N. Y.

Charles M. Hodge, of Newburyport, Mass., died at the residence of his son-in-law, Mr. Warren T. Currier, in Boston, on February 6, of pneumonia, after a brief illness. The deceased was born in Newburyport in 1816, received a public school and academical education, and, obtaining a thorough knowledge of drugs and chemicals, started business as a druggist in his native town, retiring a score of years ago with a handsome competency. Early in life Mr. Hodge became interested in the collection of coins, confining his attention particularly to American money in gold and silver, but in his collection he had many rare pieces. He was also a lover of the antique, and at his home on High street, Newburyport, he had many articles that were of great value; and numerous specimens of his talent with the brush. Mr. Hodge was a man of quiet tastes, a thorough student, and a most agreeable companion. He served four years in the Newburyport city council, of which he was a valued member. He leaves a widow and two daughters.

Recent Drug Fires.

J. W. Green & Bro.'s store, Elizabethtown, Ky. Loss \$12,000; partly covered by insurance.—E. D. Poston's store, Springfield, Ill. Loss \$5,000; partly insured.—Roland Smith's store, Alpena, S. D.—Monroe Drug Company, Unionville, Mo.—I. N. Perley's store. Loss \$4,000; partly insured.—The Kassel store, Waco, Texas. \$8,500 loss; partly insured.—Joseph Jacob, Atlanta, Ga. Loss \$100,000; partly insured.—J. McCurdy's store, Providence, R. I.—Dr. Croker's store, Narrowsburg, N. Y.—E. P. Smart's store. Damage \$2,000; fully insured.—W. Pettingill, Winnipeg, Man.—Beattie & Hawkins, Richmond, Va.—H. Pennington, Monticello, Minn. Loss \$3,000; partly insured.—Howard & Hanie's store, Duluth, Minn. Loss \$10,000.—Hegeman's store, 196 Broadway, New York. Damage \$50,000.—Hallett's store, Bath, Me. Loss \$15,000; partly

insured.—Dr. J. W. Jackman's store, Caseville, Mich. Loss \$4,000; partly insured.—J. J. Shulser's store, Broad Block, Broadway, Loveland Loss \$5,000.—John McKinley's store, Caseville, Mich. Loss \$7,000 to \$8,000; partly insured.—Elite Drug Store, 214 West Main street, Kalamazoo, Mich. Damage \$200; partly insured.—Barrett & Co's, Solomon City, Kan. Totally destroyed; insured fully.—Carter's, Salina, Kan. Totally damaged; fully insured.—W. G. Kidder's store, Bath, Me. Loss \$150; no insurance.—Webber's store, Bath, Me. Loss \$7,000; partly insured.—John W. Perkins & Co., Portland, Me. Loss \$3,000.—O. P. Allen's store, Palmer, Mass. Loss \$7,000; partly insured.—Belyea's store, Holbrook, Mass. Loss \$2,800; covered by insurance.—Laymon & Co., Salt Lake City, Utah. Loss \$300; fully covered by insurance.—C. W. Blake, Kalamazoo, Mich. Damage \$1,500; partly insured.—Wm. Skillicorn & Co., drug store, Silver City, Ia. Total loss.—Fawcett's store, Toronto, Ont. Damage \$2,000; partly insured.—Monroe Drug Co., Unionville, Mo.—Daniel Cronin's store, Warren, Mass.—Bush & Co., wholesale druggists, Worcester, Mass. Damage \$2,242; fully insured.—Hickey's store, Lowell, Mass. Damage \$150.—Messrs. Beattie & Hawkins, Manchester, N. H. Damage \$2,000; insured.—Mussetters' store, St. Paul, Minn. Small loss.—M. Giddings' store, Jackson, Mich.—Browning & Son's store, Indianapolis, Ind. Loss several hundred dollars, with insurance.—Swift's Pharmacy, Brockton, Mass.—The Health Bros. Chemical Extract Works, New Bedford, Mass. Loss \$10,000; partly insured.

Kings County Pharmaceutical Society.

The February meeting of this society was held in its meeting room at 399 Clason avenue, Brooklyn, on Tuesday, February 13, 1894, at 2:30 P.M.

A paper was presented on The Preparations of the New Pharmacopoeia, by W. P. DeForest. This was discussed by Dr. J. F. Golding, Messrs. William Muir, F. H. Pamphilon and F. N. Bliss. A discussion on How May We Make the Best Citrate of Magnesia was opened by W. B. Averre, and the matter discussed by L. T. Perkins, O. A. A. Rouillion, D. L. Cameron, L. F. Stevens and John Pfeiffer. The Telephone System in Brooklyn was also discussed. Members of the society and all interested in pharmacy are urged to attend, take part, and help make these occasions both interesting and profitable

A New Version of the Beef, Wine and Iron Yarn.

The man was in a brown study when he went into the drug store. "What can we do for you?" inquired the clerk. "I want black something of something," he said. "Have you got any?" "Probably we have," replied the clerk. "but you'll have to be more definite to get it." The customer thought for a moment. "Got any black sheepskin of something?" he asked. "No; we don't keep sheepskins. We have chamois skins, though." "That isn't it, I know," said the customer. "Got any other kind of skins?" "No." "Skins, skins, skins," repeated the man struggling with his slippery memory. "Calfskin seems to be something like it. Got any black calfskin of anything?" "No, not a one," and the clerk laughed. The cus-

tomers grew red in the face. "By Jove!" he said, "if it isn't a skin, what in thunder is it?" "Possibly it's a hide," suggested the clerk. "That's it! That's it!" explained the man. "Have you got any black hides of something or anything?" The clerk shook his head sadly, as the man tramped up and down the store. "Got any black cowhide of anything?" he asked after a moment's thought. The clerk's face showed a gleam of intelligence and then broke into a smile. "Possibly it is black oxide of manganese you want," he said quietly. The customer almost threw his arms around the clerk's neck. "Of course, that's it," he exclaimed. "I knew there was a skin or something somewhere about the thing," and he calmed down and waited for what he wanted.

Trade Notes.

M. B. Stone, manufacturer of novelties at 430 Ninth street, N. W., Washington, D. C., is introducing "Stone's Patent Paper Julep Straws," a form of julep straw that is claimed to possess many advantages over the ordinary straw. The Patent Paper Julep Straws are made of waxed manilla paper to resemble natural straw, and are quite free from taste or odor besides being impervious to alcohol. In bringing these straws to the notice of druggists the point is made that paper straws are never "musty" and every one is sweet, clean and perfect. The straws may be ordered through any jobber or direct from the maker, M. C. Stone, 430 Ninth street, N. W., Washington, D. C.

A Profitable Investment.

The majority of prosperous druggists have an accumulation of money from time to time which they feel justified in withdrawing from their business and investing elsewhere. These amounts vary from several hundred to several thousand dollars, and there is often a serious question as to how this money can be invested so as to be safe and still yield the best returns.

All those seeking an opportunity for such investment should write to the Columbian Pharmacal Co., 20 Cedar street, New York City, for a prospectus of the bonds which they are issuing on their handsome and substantial properties in Versailles, Conn. When writing them please mention this journal.

Good Value.

In these days of fierce competition when dealers find it difficult to make profits they must constantly be on the lookout for items of the best possible value. Such an item is the "Good Value" cigar, which embodies an effort by the manufacturer to furnish as good a cigar for \$20 per thousand as is usually sold for \$35. They are clean, sweet, country made, from pure Spanish seed tobacco, containing scarcely any nicotine, smoke free, burn white, and are made and packed on the principle of "Nothing for Style—Everything for Quality." They are packed in rough boxes containing 250 for \$5, but if desired can be had in boxes of 50 for \$1.10.

They are sold only for net cash at the "Good Value" Cigar Agency, 148 Chambers street, New York City. Five sample cigars will be sent on receipt of 10 cents in stamps.

land, Joseph B. F. Osgood, Edward H. Dalton, Edward B. Arnold, Thomas Nichols, Jr., John H. McIntire.

*City Clerk.*—Joseph Cloutman. Salary, \$600.

*Clerk of Common Council.*—Nathaniel Cleaves. Salary, \$100.

*Treasurer and Collector.*—Joseph Felt. Salary, \$700.

*City Marshal.*—Joseph Winn. Salary, \$500.

*Commissioner of Streets.*—Wm. Roberts. Salary, \$300.

*Messenger.*—William Mansfield. Salary, \$300.

*Ward Officers.*—Ward 1. Jonathan Tucker, *Warden*; Edward B. Lane, William Leavitt, *Assistants*; H. J. Pratt, *Clerk*. Ward 2. George Kimball, *Warden*; I. D. Shepard, Stephen B. Ives, Jr., *Assistants*; John H. Batchelder, *Clerk*. Ward 3. R. H. Farrant, *Warden*; J. A. Newcomb, W. H. Farnham, *Assistants*; John S. Jones, *Clerk*. Ward 4. Stephen Daniels, *Warden*; A. Draper, A. Hardy, *Assistants*; W. A. Purbeck, *Clerk*.

*Overseers of the Poor.*—The Mayor and Aldermen, and Messrs. Lemuel B. Hatch, Henry B. Smith, Nathaniel K. Allen, Edw. B. Arnold.

*Physician to Alms House.*—George A. Perkins.

*Chaplain.*—John Carlton.

*Keeper.*—Benjamin Scott.

*Assessors.*—Jonathan Perley, Nathaniel Appleton, Jonathan Tucker. Salary, \$250 each.

*Assistant Assessors.*—George West, William Goodhue, William Hunt, Thomas M. Saunders, Luther Upton, Nathaniel B. Mansfield, Leonard B. Harrington, and James Chamberlain.

*School Committee.*—David Pingree, John Whipple, *ex-officio*, Geo. F. Brown, Thos. Cole, Geo. C. S. Choate, Joseph Chisholm, Octavius B. Frothingham, Wm. R. Gavett, James M. Hoppin, Stephen B. Ives, Jr., Wm. Kimball, Thos. H. Lefavour, W. F. Nichols, Joseph H. Phippen, W. H. Prince, George A. Perkins, Thomas Symonds, Jr., Jonathan Tucker, Daniel Varney, Henry Wheatland, Stephen Whitmore, Jr.

*Constables.*—Nath'l D. Symonds, Joseph Winn, Wm. Mansfield, Thos. B. Perkins, John Jeffries, Ezra Osborn, George T. Cook, Charles Creese, Bradstreet Allen, Nathaniel Reed, Thomas Saul,

Thomas Brooks, Alfred R. Brooks, James Beaver, Joel Abbott, Rufus L. Gordon, Amos Henfield, J. P. Allen, Moses A. Shackley, Joseph Peterson, Joshua Foster, James Dalrymple, H. D. Leavitt, George F. Thomas, Joseph S. Buxton.

#### SALISBURY.

*Selectmen, Assessors, and Overseers of Poor.*—Thomas J. Clark, Daniel Webster, Cyrus Dearborn, Jr.

*Clerk.*—Azor O. Webster.

*Treasurer, Collector, and Constable.*—Cyrus Dearborn, Jr.

#### SAUGUS.

*Selectmen and Assessors.*—John B. Hitchings, Samuel Hawks, Geo. H. Sweetser.

*Overseers of Poor.*—Seth Heaton, Thomas Tuttle, William M. Newhall.

*Clerk.*—Harmon Hall.

*Treasurer.*—Charles Sweetser.

*Collector.*—Thomas Tuttle.

*Constable.*—Richard Mansfield.

#### TOPSFIELD.

*Selectmen.*—John Wright, Thos. Gould, Joshua Wildes.

*Overseers of Poor.*—Samuel Todd, Josiah Bradstreet, S. P. Mundy.

*Assessors.*—R. D. Perkins, A. S. Peabody, J. G. Hood.

*Clerk.*—J. P. Towne.

*Treasurer.*—John Wright.

*Collector.*—S. S. McKenzie.

*Constables.*—Andrew Gould, I. M. Small.

#### WENHAM.

*Selectmen, Overseers of Poor, and Assessors.*—Rufus A. Dodge, Augustus Dodge, Harvey Pierce.

*Clerk.*—Stephen Dodge.

*Treasurer and Collector.*—Samuel Porter.

*Constables.*—Jos. Beckford, John A. Putnam.

#### WEST NEWBURY.

*Selectmen, Assessors, and Overseers of Poor.*—Moses Newell, John L. Plummer, Geo. Emery.

*Clerk, Treasurer, and Collector.*—J. C. Carr.

*Constables.*—George W. Carr, John B. Parker.

### ESSEX COUNTY BUSINESS DIRECTORY.

#### Apothecaries.

Arnold Edward, Marblehead  
Barton Gardner, Salem  
Bateman L. K., Georgetown  
Blackington Oliver, Rockport  
Blatchford Ebenezer Jr., Rockport  
Brown John J., Andover  
Brown & Price, Salem  
Caldwell William W., Newburyport  
Chamberlain J. A., Haverhill  
Clark A. N., Beverly  
Coburn Stephen, Ipswich  
Curtis Francis, Newburyport  
Dearborn S. F., Lawrence  
Dearing Roger M., Lynn  
Dickins Job T., Newburyport  
Endicott William, Beverly  
Emerton James, Salem  
Farrington Geo. P., Salem  
Greer Charles R., Gloucester  
Harmon William L., Lynn  
Harris Nathaniel B., Salem  
Harris ———, Rockport  
Harris S. H. Jr., Methuen  
Hodge Charles M., Newburyport  
Holden Aaron, Lynn  
Holman J. F., Ipswich  
Hooker & Blanchard, Lawrence  
Howe J. S., Methuen  
Jones Anthony S., Newburyport  
Kimball G. A., Lawrence  
Ladd William M., Lynn  
Lane George, Haverhill  
Lathrop & Co., Salisbury  
Lummas George, Lynn  
Lummas Thomas J., Lynn

Merrill D. J., Newburyport  
Millett N. C., Salem  
Moore & Field, Lawrence  
Nason Jonathan, Amesbury  
Nichols J. R., Haverhill  
Pearson Thomas, Newburyport  
Perry A. E., Lawrence  
Phillips Walter A., Newburyport  
Pierce J. C., Lynn  
Pinkham Charles H., Salem  
Pratt Henry J., Salem  
Prince Asa, Beverly  
Proctor & Rhodes, Lynn  
Putnam George, Salem  
Reynolds Joseph, Gloucester  
Rogers Robert S., Lynn  
Roundy John, Marblehead  
Sargent S. & Son, Lawrence  
Smith Horatio, Lawrence  
Soule Samuel, Lynn  
Stone James Jr., Salem  
Sweetser T. A., Danvers  
Swift Jonathan, Andover  
Towne Augustus, Danvers  
Trask Hervey, Beverly  
Wallace T., Salem  
Webb William, Salem  
Webster Stephen, Salisbury  
Whitney H. M., Lawrence  
Wiley Caleb W., Lynn

#### Architects.

Coffin Frederick J., Newburyport  
Conner R., Salem  
Foster Francis, Lynn  
Lewis Alonzo, Lynn  
Sargent Rufus, Newburyport

#### Auctioneers.

Allen Joseph F., (North) Andover  
Alley Timothy Jr., Lynn  
Andrews Theodore, Ipswich  
Baker Samuel N., Ipswich  
Baker Stephen, Beverly  
Baker Stephen, Ipswich  
Bartlett J. C., Haverhill  
Bassett William, Lynn  
Bateman L. H., Georgetown  
Bridges Moody, (North) Andover  
Clough Daniel P., Danvers  
Colman Benjamin, Salem  
Currier Enoch Jr., Amesbury  
Davis Phineas E., Haverhill  
Decker J. M., Ipswich  
Dockham & Carey, Newburyport  
Dolliver William P., Gloucester  
Emes Lucius, Lynn  
Fifield Benjamin E., Salisbury  
Forriester Peter, Lynnfield  
Foster Hezekiah, Beverly  
Foster S. C., Andover  
Gilley John, Marblehead  
Girdler D. C., Haverhill  
Greenleaf George, Newburyport  
Griffin B. F. S., West Newbury  
Hood John G., Topsfield  
Hubbard William, Topsfield  
Innis John A., Salem  
Johnson S. S., Salem  
Joplin William D., Lawrence  
Kimball Edmund, Bradford  
Ladd John P., Groveland  
Lane Thomas L., Topsfield  
Long Caleb M., Lynn

FROM: ORDINANCES OF THE  
CITY OF NEWBURYPOROT  
1880 P. 1 of 4

**MAYOR—ALBERT CURRIER.**

**ALDERMEN.**

Ward 1.—ISAAC HALE, JR.,\*      Ward 4.—DANIEL P. PIKE,  
“ 2.—NATH’L W. HURD,\*      “ 5.—EDWARD BURRILL,  
“ 3.—CHAS. W. DAVENPORT.      “ 6.—G. W. JACKMAN, JR.,

**COMMON COUNCIL.**

President—CHAS. O. MORSE.      Clerk—JOSEPH H. BRAGDON.\*  
Ward 1.—Charles C. Dame,      Ward 4.—George J. L. Colby, †  
          Hiram Janvrin,              William J. Creasey,  
          Charles H. Goodwin.      Albert W. Bartlett.\*  
  Charles M. Hodge. †  
Ward 2.—Moody Lunt,      Ward 5.—William H. Huse,  
          Joseph G. Gerrish,      John T. Page,\*  
          Richard Plumer.            Augustus Pearson.\*  
Ward 3.—Charles O. Morse,      Ward 6.—John J. Currier,  
          William A. Davis,      Albert S. Pettigrew,  
          George J. Ross.              John P. McQuillen.

City Clerk—Eleazer Johnson.\*      City Mess’ger---David E. Cutter.\*

Treasurer and Collector—Daniel Granger.\*

**SCHOOL COMMITTEE.**

Ward 1.—Benaiah G. Gerrish,      Ward 4.—William Thurston,  
          Franklin Furber.              William Horton.\*  
Ward 2.—Nathaniel Pierce,      Ward 5.—Edward S. Moseley,  
          William E. Currier.            Nathan A. Moulton.  
Ward 3.—Artemas B. Muzzey,      Ward 6.—Francis A. Howe,  
          M. Otis Hall.                    Joseph V. Jackman.

**OVERSEERS OF THE POOR.**

Geo. W. Woodwell,      David Currier,\*      John Teel,\*  
Nathaniel Hunt,\*      Henry Stover,      Thomas Merrill, jr.,

**ASSESSORS.**

Amos Wood,\*      Enoch G. Currier,      Moses H. Fowler.

Chief Engineer—John B. Pritchard.

**ASSISTANT ENGINEERS.**

Charles H. Goodwin,      Eben P. Cutter,      William C. Colby,\*  
John P. McQuillen,      Isaac Poor,      Daniel H. Smith.

City Marshal—James P. L. Westcott.

**CONSTABLES.**

J. P. L. Westcott,      Nehemiah Flanders,      Wooster Smith,  
D. C. Batchelder,      John Akerman,\*      Aaron P Sargent.\*

\*Deceased,

†Resigned.

‡Elected to fill vacancy.

MAYOR—MOSES DAVENPORT.\*  
“ GEO. W. JACKMAN, JR.†

ALDERMEN.

Ward 1.—ISAAC HALE, JR. \*      Ward 4.—J. A. FROTHINGHAM,\*  
“ 2.—NATHANIEL PIERCE,      “ 5.—WILLIAM H. HUSE,  
“ 3.—GEORGE J. GEORGE,      “ 6.—G. W. JACKMAN, JR.,†  
“ “ WINTHROP O. EVANS.†

COMMON COUNCIL.

President—CHARLES O. MORSE. Clerk—A. W. GREENLEAF.  
Ward 1.—Charles H. Goodwin,      Ward 4.—Albert W. Bartlett,\*  
          Hiram Janvrin,                      Charles M. Hodge,  
          Michael Wormstead.\*              Charles R. Titcomb.  
Ward 2.—Ralph C. Huse,\*      Ward 5.—Charles A. Hilliard,  
          Joseph G. Gerrish,              John Bailey,\*  
          Moody Lunt.                      Augustus Pearson.\*  
Ward 3.—Charles O. Morse,      Ward 6.—John J. Currier,  
          William A. Davis,              John P. McQuillen,  
          Curtis French.\*              Albert S. Pettigrew.

City Clerk—Eleazer Johnson.\*      City Mess'ger—David E. Cutter.\*

Treasurer and Collector—Daniel Granger.\*

SCHOOL COMMITTEE.

Ward 1.—Benaiah G. Gerrish,      Ward 4.—William Thurston,  
          William Hale.\*                      William Horton,\*  
Ward 2.—William E. Currier,      Ward 5.—Edward S. Moseley,  
          George W. Hale.                      Nathan A. Moulton.  
Ward 3.—Artemus B. Muzzey,      Ward 6.—Daniel T. Fiske,  
          Benjamin R. Knapp.\*              Joseph V. Jackman.

OVERSEERS OF THE POOR.

Geo. W. Woodwell,      Sam'l H. Rundlett,      Pottle Richardson,\*  
Edmund Pike,\*      Henry Stover,      Emery Coffin.

ASSESSORS.

Moses H. Fowler,      John Huse,      Nathaniel Greeley.

Chief Engineer—John B. Pritchard.

ASSISTANT ENGINEERS.

John P. McQuillen,\*      Isaac Poor,      William C. Colby,\*  
Charles H. Goodwin,      Daniel H. Smith,      Eben P. Cutter.

City Marshal—James P. L. Westcott.

CONSTABLES.

Nehemiah Flanders,      D. C. Batchelder,      Wooster Smith,  
John Akerman,\*      Aaron P. Sargent,\*      D. E. Cutter,\*

\*Deceased.      36      †Resigned.      ‡Elected to fill vacancy.



MAYOR—ISAAC H. BOARDMAN.

ALDERMEN.

Ward 1.—SAMUEL PETTINGELL,	Ward 4.—JOHN N. PIKE,
“ 2.—WILLIAM GRAVES.*	“ 5.—WILLIAM H. HUSE,
“ 3.—N. C. GREENOUGH.*	“ 6.—JOHN J. CURRIER.

COMMON COUNCIL.

President—MARK SYMONS.\* Clerk—A. W. GREENLEAF.

Ward 1.—Moses Pettingell jr.,	Ward 4.—Enoch M. Read,
Paul G. Lunt,*	Enoch Pierce,
B. Gardner Gerrish.	Charles M. Hodge.
Ward 2.—Mark Symons,*	Ward 5.—Thomas H. Cutter,
Nicholas Varina,	Greenleaf Boardman,*
Thomas C. Goodwin.*	Paul R. Pickering.
Ward 3.—William H. Johnson,	Ward 6.—John Currier, 3d,*
John R. Stanwood,	Stephen M. Pillsbury,
Nathaniel S. Osgood.	Eben B. Whitmore.

City Clerk—Eleazer Johnson.\* City Mess'ger—David E. Cutter.\*

Treasurer and Collector—Daniel Granger.\*

SCHOOL COMMITTEE.

Ward 1.—Moody D. Cook,	Ward 4.—William Thurston,
Isaac A. Bray.*	Jacob Stevens.*
Ward 2.—William E. Currier,	Ward 5.—Nathan A. Moulton,
George W. Hale.	James N. Sykes.*
Ward 3.—David J. Adams,	Ward 6.—Joseph V. Jackman,
Ashbel G. Vermilye.	Harrison G. Johnson.

OVERSEERS OF THE POOR.

Geo. W. Woodwell,	John Moore,*	John Teel,*
Charles Currier,*	Michael Atkinson,	Thomas Merrill.

ASSESSORS.

Moses H. Fowler, William E. Currier, Thomas H. Gould.

Chief Engineer—John B. Pritchard.

ASSISTANT ENGINEERS.

Isaac Poor,	Henry T. Moody,*	Charles H. Currier,
William A. Davis,	John A. Cooper,	Spofford McQuillen.

City Marshal—George Janvrin.

CONSTABLES.

John Akerman,*	John H. Page,	George Janvrin,
Caleb H. Howard,*	David E. Cutter,*	William Lunt.*

\*Deceased.

MAYOR—GEORGE W. JACKMAN, JR.

ALDERMEN.

Ward 1.—SAMUEL PETTINGELL,	Ward 4.—ENOCH M. READ,
“ 2.—RALPH C. HUSE,*	“ 5.—JOHN T. PAGE,*
“ 3.—N. C. GREENOUGH,*	“ 6.—JOHN J. CURRIER.

COMMON COUNCIL.

President—B. GARDNER GERRISH. Clerk—A. W. GREENLEAF.

Ward 1.—B. Gardner Gerrish,	Ward 4.—Charles M. Hodge,
Paul G. Lunt,*	Horatio N. Dennett,
M. Pettingell, jr.,	William Forbes.*
Ward 2.—Henry Cook,	Ward 5.—Thomas H. Cutter,
Moody Lunt,	Greenleaf Boardman,*
Thomas C. Goodwin.*	Paul R. Pickering.
Ward 3.—Isaac C. Clement,*	Ward 6.—John Currier, 3d,
Samuel A. Smith,*	Eben B. Whitmore,
John R. Stanwood.	William Plummer.

City Clerk—Eleazer Johnson.\* City Mess'ger—David E. Cutter.\*

Treasurer and Collector—Daniel Granger.\*

SCHOOL COMMITTEE.

Ward 1.—Moody D. Cook,	Ward 4.—William Thurston,
Isaac A. Bray.*	Benjamin Y. George.
Ward 2.—William E. Currier,	Ward 5.—James N. Sykes,*
George W. Hale.	Harrison G. Johnson.
Ward 3.—David J. Adams,	Ward 6.—J. L. Newhall, jr.,*
Warren Currier.	Horace Choate.

OVERSEERS OF THE POOR.

Geo. W. Woodwell, Michael Atkinson, John Teel.\*

ASSESSORS.

Moses H. Fowler. Thomas H. Gould, John Huse.

Chief Engineer—John B. Pritchard.

ASSISTANT ENGINEERS.

William A. Davis,	Isaac Poor,	Henry T. Moody.*
Reuben Dade,*	John A. Cooper,	William H. Fitts.*

City Marshal—Nehemiah Flanders.

CONSTABLES.

William H. Fitts,\* Nehemiah Flanders, John H. Page.

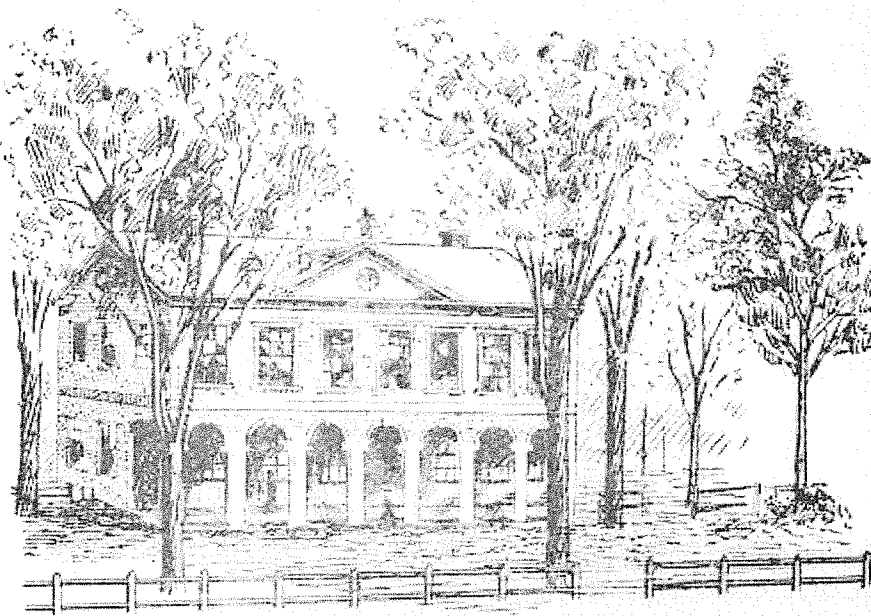
\*Deceased.



FROM: CURRIER'S  
HISTORY OF NEWBURYPORT

it, where in bold relief, stood a female figure, representing Justice, holding a pair of scales in her right hand. A pencil sketch of the court house, made by the late Charles M. Hodge, is reproduced herewith.

For nearly thirty years, town meetings were held in the court house, and a school for girls was kept in one of the lower rooms. April 8, 1831, a committee, consisting of Ebenezer Mosely, Charles H. Bald and Henry Frothingham, was ap-



TOWN AND COURT HOUSE, 1837.

pointed to sell all the town's interest in the building, and on the third day of June following they conveyed the property to the county of Essex.

In 1833, the court house was remodelled. The old roof was taken down and replaced by a new one with heavy cornices and brackets. The brick arches in front were closed up, the figure of Justice was removed, and the entire building covered

Newburyport Town Records, vol. III, p. 300; Essex Deeds, book 276, leaf 114.

# EXHIBIT B

Mary E Hewett

See Hew.H

(code)

SCHEDULE SHEET

Arthur J Hewett

Julia A,

Edward A

Arthur J (JR)

Lucy M Hewett

is Ellen Ernest

Mary E (Meredith)

(1933) Meredith

Locus	132 High St.		in Newburyport		Essex South County	
Beginning	4-16-18		Ending		cont	
4-16-18	New Coop	m	2388	173	Dis - 2784-251	✓
6-23-32	Lucy Hewett	✓ D	2920	412		
10-13-37	New five	✓ m	3125	467	Dis - 5426-626	✓
5-8-40	New five	✓ m	3216	413	(M)	
8-10-40	R. Threlton	✓ D	3228	74	(M)	
6-23-45	Mason	✓ D	3415	398	(M)	
7-3-47	Pond	✓ D	3556	190	(M)	
10-18-50	Hav Elec	✓ Ernest	3777	357	(M)	
11-8-54	Roche	✓ D	3783	155	(M)	
12-18-50	West	✓ D	3791	226	(M)	
8-16-55	Nbpt five	✓ m	4195	488	(M)	
10-1-59	Nbpt five	✓ m	4605	201	(M)	
2-29-60	Nbpt five	✓ m	4647	1	(M)	
12-4-62	Nbpt inst	✓ m	5017	115	(M) 134-136 High	
2-28-63	Nbpt five	✓ m	5039	517	(M) 116-120 High	
12-29-64	Nbpt five	✓ m	5116	341	Dis See 10-55-384	over laws
					1964-1973	1961 1880-1990
					1974-1978	1962 1941-1950
					1963	1951-1960

SCHEDULE SHEET

Arthur J Hewett Jr.  
 Julia A Cole  
 Edward A Hewett est  
 Ellen Ernest  
 Mary Macleod - McLeod

Margaret Hewett

Locus	132 High St		in		Newburyport Essex South County	
Beginning	Cmt		Ending		9-8-05	
6-22-76	JW SL	✓	6251	451	Revoc 15431-233	✓
6-22-76	Hewett	✓ D	6251	460		Ⓟ
6-22-76	J Cole	✓ D	6521	462	Ⓟ 36 High St.	
2-16-88	MD Rec	✓ Cmt	9397	451	Ⓟ plan 236-30	Ⓟ
3-21-03	CJ Hewett	✓ D	20417	509		Ⓟ
9-8-05	Teckla	✓ D	27807	379		Ⓟ
10-23-98	Cole	✓ Cmt	15171	585		Ⓟ
10-23-98	Hewett.	✓ D	15177	586	Ⓟ Trust	
5-28-03	E. Hewett	✓ D	20899	233		Ⓟ
2-28-03	death cert	✓	20251	432	Margaret	Ⓟ
2-28-03	est tax	✓	20251	430	Margaret	Ⓟ

SCHEDULE SHEET

Teckla LLC

Locus	132 High St.		in		Newburyport Essex South County	
Beginning	81205		Ending			
1.7.99	2mm	✓	15385	62	234.29	mm of 6' easement ✓
9.8.05	New fire	✓ m	21807	355	Dis - 25665-493	24554-250 ✓
9.8.05	New fire	✓ asqt	21807	342	Dis - 25665-493	uv ✓
3.31.06	New fire	✓ m	25516	284	Dis - 27249-374	uv ✓
3.31.06	New fire	✓ asqt	25516	291	intq dis	uv ✓
4.26.07	New fire	✓ m	26775	170	Dis - 27339-511	uv ✓
4.26.07	New fire	✓ asqt	26775	200	Dis - 27339-512	uv ✓
4.26.07	UCC	✓	26775	207	intq dis	uv ✓
11.9.07	New fire	✓ m	27312	483	Dis - 31146-237	uv ✓
11.9.07	New fire	asqt	27312	499	Dis 31146-238	uv ✓
10.2.08	New fire	✓ m	28074	422	Dis - 30800-57	uv ✓
10.2.08	New fire	✓ asqt	28074	434	intq Dis.	✓
12.8.10	New fire	✓ m	29851	571	Dis 30920-83	uv ✓
10.8.10	New fire	✓ asqt	29851	588	Dis 30920-84	uv ✓
11.4.11	New fire	✓ m	30800	60	Dis - 31208-225	uv ✓
11.4.11	New fire	✓ asqt	30800	78	Dis 31208-226	uv ✓



585, hereby acknowledges that it has received full payment and satisfaction of the debt thereby secured and of the conditions therein contained, and in consideration thereof it hereby cancels and discharges said mortgage. IN WITNESS WHEREOF, the said Newburyport 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 its Treasurer, this 15th day of April, A. D. 1918.

COMMONWEALTH OF ) Newburyport Co-operative Bank (Corporate seal)  
MASSACHUSETTS. ) By Geo E. Stickney Treasurer.  
Essex, ss. Apr. ) Approved, Webster D. Adams Director.

15, 1918. Then personally appeared the above named Treasurer and acknowledged the foregoing instrument to be the free act and deed of the Newburyport Co-operative Bank, before me,

Sarah B. Gerrish Special Commissioner.

My Commission as Special Commissioner expires Dec. 29, 1921.

Essex ss. Received Apr. 16, 1918. 45 m. past 10 A.M. Recorded and Examined.

Discharges  
N'port.  
Co-op.Bk.  
to  
Roberts  
et ux.

KNOW ALL MEN BY THESE PRESENTS that the Newburyport Co-operative Bank of Newburyport, in the County of Essex and Commonwealth of Massachusetts, the mortgagee named in two certain mortgages given by Fred L. Roberts et ux dated Novem 24 A. D. 1906, Apr. 7, 1908 and recorded with Essex Reg So Dist Deeds Lib. 1850, 1919, Fol. 561, 575, hereby acknowledges that it has received full payment and satisfaction of the debts thereby secured and of the conditions therein contained, and in consideration thereof it hereby cancels and discharges said mortgages. IN WITNESS WHEREOF, the said Newburyport 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 its Treas. this 15th day of Apr, A. D. 1918.

COMMONWEALTH OF ) Newburyport Co-operative Bank (Corporate seal)  
MASSACHUSETTS. ) By Geo. E. Stickney Tres.  
Essex, ss. Apr. ) Approved, Nathaniel N. Jones Director.

15 1918. Then personally appeared the above named Treasr. and acknowledged the foregoing instrument to be the free act and deed of the Newburyport Co-operative Bank, before me,

Nathaniel N. Jones Justice of the Peace.

My Commission as Justice of the Peace expires April 19, 1918.

Essex ss. Received Apr. 16, 1918. 45 m. past 10 A.M. Recorded and Examined.

2388-172

Currier  
to  
Hewett

I, Effie C. Currier widow of Warren T. Currier, deceased, late of Brookline, Norfolk County, Massachusetts, for consideration paid, grant to Mary E. Hewett

ett, widow of Newburyport, Essex County, with Warranty Covenants the land in NEWBURYPORT aforesaid, with the dwelling house thereon, situate on High Street, and bounded and described as follows, viz: Southwesterly by High Street, there measuring about sixty five feet, Northwesterly by land formerly of Charles H. Coffin, now of Kimball, there measuring about one hundred ten feet, Northeasterly by land formerly of Ingraham but now of Hoyt, there measuring about sixty five feet, Southeasterly by land of Worcester, there measuring about one hundred ten feet. Being the same premises conveyed to my father Charles M. Hodge by Elizabeth Hodge et al by deed dated Nov. 13, 1854, recorded with Essex So. Dist. Deeds, Book 504 Page 44 My title is derived in part from my mother Caroline A. B. Hodge who died intestate Feb. 13, 1894 and by deed of my sister Annie L. Hodge to me dated Nov. 15th, 1895, recorded with said Deeds Book 1469 Page 116 Subject to the taxes for the year 1918, which the grantee by the acceptance of this deed assumes, and agrees to pay. WITNESS my hand and seal this tenth day of April 1918.

1 Orange St.  
Newburyport  
Mass.  
One \$5 & one  
.50 R. Stamps  
Documentary  
Canceled

Effie C. Currier (seal)

Witness

COMMONWEALTH OF MASSACHUSETTS

Annie A. Humphreys

Essex ss. Newburyport, April 10th

1918. Then personally appeared the above named Effie C. Currier and acknowledged the foregoing instrument to be her free act and deed,

before me, Wm. T. Humphreys Justice of the Peace.

My Commission expires Jan'y 16, 1925.

Essex ss. Received Apr. 16, 1918. 45 m. past 10 A.M. Recorded and Examined.

I, Mary E. Hewett of Newburyport, Essex County, Massachusetts, being unmarried, for consideration paid, grant to Newburyport Co-operative Bank, situated in Newburyport Essex County, Massachusetts, with Mortgage Covenants, to secure the payment of three thousand dollars, and interest and fines as provided in my note of even date, the land in NEWBURYPORT aforesaid and bounded and described as follows, viz: Southwesterly on High Street sixty five feet more or less; Northwesterly on land formerly of Charles H. Coffin one hundred ten feet more or less; Northeasterly on land now or formerly of Ingraham sixty five feet more or less; Southeasterly on land now or formerly of Worcester one hundred ten feet more or less Being same premises to me conveyed by Effie C. Currier by her deed to be recorded herewith. I, Mary E. Hewett, aforesaid hereby transfer and pledge to the said mortgagee 15 shares in the 61st series of its capital stock as collateral security for the performance of the conditions of this mortgage, and my said note upon which shares said sum of Three thousand dollars has been advanced to me by the mortgagee. The monthly payments under this

Hewett  
to  
Newport.Co-op.Bk.

Discharge  
B.2784P.251



B  
No. 161044

Hewitt, Harry T. ~~test~~ *Wid.* *Wid.*

PROBATE OF WILL.

[WITHOUT SURETIES.]

PETITION—CITATION—DECREE.

Filed *April 25* 1928.

Returnable *May 21* 1928.

Allowed *May 25* 1928.

*W. D. N.*  
*ct. m.*

Recorded Vol. *966* Page *230*

*gm*

For Petitioner:

*Michael S. O'Brien*

*511-12 Ray State Bldg.,*

*Lawrence, Mass.*

For Respondent:

*4*  
ENTRY FEE PAID

*12/2*

[Minors must be so designated, and the names of their guardians, if any, given. The heirs-at-law and next of kin may be determined by reference to Chapters 125 and 130 of the Public Statutes.]

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

RESPECTFULLY represents Arthur J. Hewett, of Newburyport in the County of Essex that Mary T. Hewett, widow, who last dwelt in Newbury in said County of Essex, died on the ninth day of April, in the year of our Lord one thousand nine hundred and twenty-eight, possessed of goods and estate remaining to be administered, leaving as ~~widow's husband's~~ her only heirs-at-law and next of kin, the persons whose names, residences and relationship to the deceased are as follows, viz.:

NAME.	RESIDENCE.	RELATIONSHIP.
Harry T. Hewett	Newbury, Mass.	Son
Grace G. Harrington	Lawrence, Mass.	Daughter
Mabel A. Kelley	Newburyport, Mass.	Daughter
Augustine G. F. Hewett	Tampa, Florida.	Son
Arthur J. Hewett	Newburyport, Mass.	Son
Robert R. Hewett	Plymouth, N. H.	Son
Ella A. Hewett	Newbury, Mass.	Daughter
Nadaline O'Connor	Newbury, Mass.	Daughter
J. Charles Hewett	Newburyport, Mass.	Son
Charlotte Louise Hewett	Tampa, Florida.	Grand daughter

Wherefore your petitioner prays that said will ~~and executor~~ may be proved and allowed and letters testamentary issued to him, without giving a surety on his official bond, and certifies that the statements herein contained are true to the best of his knowledge and belief.

Dated this sixteenth day of April, A. D. 1928.

*Arthur J. Hewett*

ESSEX, ss. Subscribed and sworn to this sixteenth day of April, A. D. 1928

Before me, *William S. Green* Justice of the Peace.

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

*J. Charles Hewett*

COMMONWEALTH OF MASSACHUSETTS.

ESSEX, ss.

PROBATE COURT.

To the heirs-at-law, next of kin and all other persons interested in the estate of Mary E. Hewett, otherwise known as Mary E. Hewitt late of Newbury in said County widow deceased.

WHEREAS, a certain instrument purporting to be the last will and testament and codicil of said deceased has been presented to said Court, for probate, by Arthur J. Hewett

who prays that letters testamentary may be issued to him, the executor therein named, as Arthur J. Hewett without giving a surety on his official bond :

You are hereby cited to appear at a Probate Court, to be held at Salem in said County of Essex, on the twenty-first day of May A. D. 1928, at ten o'clock in the forenoon, to show cause, if any you have, why the same should not be granted.

And said petitioner is hereby directed to give public notice thereof, by publishing this citation once in each week, for three successive weeks, in the Newburyport Daily News a newspaper published in Newburyport the last publication to be one day, at least, before said Court, and by mailing, post-paid, or delivering a copy of this citation to all known persons interested in the estate, seven days at least before said Court.

WITNESS Harry R. Dow E. HARMON, Esquire, Judge of said Court, this twenty-seventh day of April in the year one thousand nine hundred and twenty-eight

Signature Register.

I have served the above citation as therein ordered, by

Essex, ss. A. D. 19 . Then personally appeared and made oath that the above return by h subscribed is true.

Before me,

Justice of the Peace.

COMMONWEALTH OF MASSACHUSETTS.

ESSEX, SS.

At a Probate Court holden at Salem in and for said County of Essex, on the fifth day of May in the year of our Lord one thousand nine hundred and thirty

ON the petition of Arthur J. Hewitt of Newburyport in the County of Essex

praying that the instrument therewith presented, purporting to be the last will and testament and codicil of Mary E. Hewitt, otherwise known as late of Newbury in said County of Essex, widow deceased, may be proved and allowed, and letters testamentary issued to him the executor therein named; as Arthur J. Hewitt without giving a surety on his bond;

and the heirs-at-law, next of kin and all other persons interested, having been notified, according to the order of the Court, to appear and show cause, if any they have, against the same: and after hearing and no party objecting thereto, and it appearing by verdict of a jury in Superior Court upon issues heretofore allowed

that said instrument is the last will and testament of said deceased, and was as legally executed, and that said testat. was, at the time of making the same, of full age, and sound mind, and was not procured by fraud or undue influence; and that said petitioner is a competent person to be appointed to said trust;

IT IS THEREFORE DECREED that said instrument be approved and allowed as the last will and testament of said deceased, and letters testamentary be issued to said petitioner

he first giving bond without sureties, for the due performance of said trust.

Handwritten signature of the Judge of Probate Court.

BE IT REMEMBERED, that I, Mary E. Hewitt, widow, of Newburyport, in the County of Essex and Commonwealth of Massachusetts, being of sound mind and memory, but knowing the uncertainty of this life, do make this my last will and testament, hereby revoking all wills and codicils heretofore made by me.

After the payment of my just debts and funeral charges, I bequeath and devise as follows:

1. I give to my son Dr. Harry Hewitt the sum of one hundred (\$100.00) dollars.

2. I give to my daughter Grace G. Harrington the sum of one hundred (\$100.00) dollars.

3. I give to my daughter Mabel A. Kelley the sum of one hundred (\$100.00) dollars.

4. I give to my son Augustine G. Hewitt the sum of one hundred (\$100.00) dollars.

5. I give to my son Robert R. Hewitt the sum of one hundred (\$100.00) dollars.

6. I give to Louise G. Hewitt, daughter of my said son Augustine G. Hewitt, the sum of five hundred (\$500.00) dollars.

7. I give the land and buildings known as the Phoenix Building, situated at #22-24-26 State Street, Newburyport, Massachusetts, in equal shares, to my son Dr. Arthur J. Hewitt, and to my daughter Ella A. Hewitt.

8. I give the land and buildings situated at #46-48 State Street, Newburyport, Massachusetts, in equal shares, to my daughter Ella A. Hewitt and my daughter Madeline O'Connor and my son J. Charles Hewitt.

9. I give the land and buildings located at #132 High Street, Newburyport, Massachusetts, to my son Dr. Arthur J. Hewitt.

10. I give the land and buildings known as the Hewitt Cot-

Mary E. Hewitt

tage and Longwood Cottage at Big Boars Head, Hampton Beach, New-Hampshire, in equal shares, to my said sons J. Charles Hewitt and Dr. Arthur J. Hewitt, and to my daughter Ella A. Hewitt.

11. I give all my right, title and interest in the new Colonial House, Green Street, Newbury, Massachusetts, in equal shares to my daughters Ella A. Hewitt and Madeline O'Connor.

12. I give all my land, including lots #22-23-24, Block 67, Zephyrhills, Florida, to my said son Dr. Arthur J. Hewitt.

13. I give my lot of land, which I own in Methuen, Massachusetts, which may be in the Bradley Plot or Bradley Platt, to my said daughter Ella A. Hewitt.

14. All my stocks and bonds I give to my said son Dr. Arthur J. Hewitt.

15. All my personal belongings, including furniture, jewelry, household equipment and personal belongings, of every nature and description, I give to my daughter Ella A. Hewitt.

16. All the remainder of my property, of every nature and description, I give, devise, and bequeath unto my said son Dr. Arthur J. Hewitt.

17. My purpose in giving so much of my estate to my said son Dr. Arthur J. Hewitt is that his earnings have been the chief means by which said property was purchased and placed in my name.

18. I nominate and appoint my said son Arthur J. Hewitt to be the executor of this will, and I request that he be exempt from giving any surety or sureties on his official bond.

In testimony whereof, I hereunto set my hand, and in the presence of three witnesses declare this to be my last will, this sixteenth day of June, in the year one thousand nine hundred and twenty seven.

*Mary E. Hewitt*

On this sixteenth day of June, A. D., 1927, Mary E. Hewitt, of Newburyport, Massachusetts, has signed the foregoing instrument in our presence, declaring it to be her last will, and as witnesses thereof we three do now, at her request, in her presence and in the presence of each other, hereto subscribe our names.

7 Beatrice V. Walsh

A. Donald Golding

Samuel S. Breen

7. B  
No. 161044

Henrietta Mary E. Wesc.

SPECIAL ADMINISTRATION.

Petition—Citation—Decree.

Filed July 12 1928.

Returnable ..... 19 ..

Allowed July 12 1928

Recorded Vol. 962 Page 178

*P. m.*

*2/18/28*



[Notice may be ordered at the discretion of the Court.]

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

RESPECTFULLY represents Ernest Foss of Newburyport in the County of Essex that Mary E. Hewett, otherwise known as Mary E. Hewitt, who last dwelt in Newbury in said County of Essex, widow, died on the ninth day of April in the year of our Lord one thousand nine hundred and twenty-eight possessed of goods and estate remaining to be administered, and that there is delay in granting letters testamentary on her estate, by reason of her last will being contested by persons interested and there being an issue of fact pending therein to be determined by a jury and that your petitioner is an attorney at law in said Newburyport.

WHEREFORE your petitioner prays that he may be appointed special administrator of the estate of said deceased; and may be authorized to take charge of all the real estate of said deceased and to collect rents and make necessary repairs, and certifies that the statements herein contained are true to the best of his knowledge and belief.

Dated this eleventh day of July A. D. 1928.

Ernest Foss

Essex, ss. Subscribed and sworn to this eleventh day of July A. D. 1928.

Before me,

George P. [Signature] Justice of the Peace.

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

COMMONWEALTH OF MASSACHUSETTS.

ESSEX, SS.

At a Probate Court holden at Salem in and for said County of Essex on the twelfth day of July in the year of our Lord one thousand nine hundred and twenty eight

THE petition of Ernest Foss of Newburyport in the County of Essex praying

to be appointed special administrator of the estate of Mary E. Bewett, otherwise known as Mary E. Bewett late of Newbury in said County of Essex widow deceased, having been considered, and it appearing that there is delay in granting letters testamentary on the estate of said deceased by reason of objections to the probate of a paper writing purporting to be the last will and testament of said deceased and that

IT IS DECREED that said Ernest Foss of Newburyport, said petitioner be appointed special administrator of said estate; and that he be authorized to take charge of all the real estate of said deceased, collect the rents and make necessary repairs, and to keep the buildings hereon insured; he first giving bond, with sufficient sureties, for the due performance of said trust.

Wm. R. Jones Judge of Probate Court.

[The administrator must file the inventory in the Registry of Probate within three months after his appointment]

# COMMONWEALTH OF MASSACHUSETTS.

ESSEX, ss.

## PROBATE COURT.

To George R. French  
of Salisbury  
in said County

GREETING:

You are hereby appointed to appraise, on oath, the estate and effects of  
Mary E. Hewitt, otherwise known as  
late of Merrimack in said County of Essex, widow  
deceased, which may be in said Commonwealth. When you have performed that service, you  
will deliver this order, with your doings in pursuance thereof, to  
Ernest Ross special  
administrator of the estate  
of said deceased, that he may  
return the same to the Probate Court for said County of Essex.

Witness my hand and the seal of said Court, this thirtieth day of  
July in the year of our Lord one thousand nine hundred and twenty-eight,  
Ernest Ross Register of Probate Court.

ESSEX, ss. October 30, A. D. 19 28. Then the  
above-named appraiser personally appeared and made oath that he would faithfully and  
impartially discharge the trust reposed in him by the foregoing order.

Before me,

Jennie E. Osgood - Justice of the Peace.  
Notary Public.

Pursuant to the foregoing order to me directed, I have appraised said estate as fol-  
lows, to wit:

Amount of Personal Estate, as per schedule exhibited, . . . \$ 7,647.65  
Amount of Real Estate, as per schedule exhibited, . . . \$ 40,925.-

George R. French  
} Appraiser .

ESSEX, ss. October 30, A. D. 19 28. Then personally appeared  
Ernest Ross, the administrator of said  
estate, and made oath that the foregoing is a true and perfect inventory of all the estate of  
said deceased, that has come to his possession or knowledge.

Before me,

Jennie E. Osgood Justice of the Peace.  
Notary Public.

Schedule of Real Estate in Detail.

	DOLLS.	CTS.
House & Land 132 High St. Newburyport Mass.	.	--
Value \$7000. less mty. Npl Co-operative Bank \$3000	4000	-
Phoenix Building - 26 State St. Newburyport		
Value \$30,000, less mty. Inst. For Savings \$12,000	18000	-
Store - 46-48 State Street, Newburyport Mass.	9700	-
Single cottage, Hampton Beach, N.H.	3000	-
Double cottage Hampton Beach, N.H.	6000	-
Lot of land, Methuen, Mass.	225	-
	<u>\$40,925</u>	-

COMMONWEALTH OF MASSACHUSETTS

Essex ss.

Superior Court  
March Term 1930.  
No. 38855.

Arthur J. Hewett Petitioner.

vs.

Harry E. Hewett et alii Respondents.

AGREEMENT FOR VERDICT

In the above entitled action it is hereby agreed that verdict may be ordered answering "No" to the question "Was the instrument propounded for probate as the last will of said Mary E. Hewett procured to be made by the fraud or undue influence of Madeline E. O'Connor exercised upon the said Mary E. Hewett;" And the further agreement on the part of the contestants that said will may be probated and no appeal will be taken therefrom.

Michael S. O'Brien  
Attorney for Petitioner

T. S. Herlihy  
Attorney for Contestants

Apr 4-30-  
Filed  
A.N.Frost  
Clerk

A True Copy.

Attest:

*Charles H. Metcalf.*  
Asst. Clerk.

No. 161844

Hewitt, Mary E. test.

EXECUTOR'S BOND.

[WITHOUT SURETIES]

Approved May 5 1930.

Recorded Vol. 966 Page 230.

APPRAISERS SUGGESTED.

[Must be disinterested.]

Daniel A. Arundel

of Lawrence, Mass.

of

of

I, Arthur L. Hewitt the within-named executor declare that to the best of my knowledge and belief, the estate and effects of the within-named deceased do not exceed in value the following-mentioned sums, viz.:

Real Estate, \$61,000.00  
Personal Estate, \$3400.00

[SIGN]

Arthur L. Hewitt



[The executor must file the inventory in the Registry of Probate within three months after his appointment.]

# COMMONWEALTH OF MASSACHUSETTS.

ESSEX, SS.

## PROBATE COURT.

To Daniel A. Arundel  
of Lawrence  
in said County

GREETING:

YOU are hereby appointed to appraise, on oath, the estate and effects of Mary E. Hewett, otherwise known as Mary E. Hewitt late of Newbury in said County of Essex, widow deceased, which may be in said Commonwealth. When you have performed that service you will deliver this order, with your doings in pursuance thereof, to Arthur J. Hewett the executor of the last will and testament of said deceased, that he may return the same to the Probate Court for said County of Essex.

Witness my hand and the seal of said Court, this fifth day of May in the year of our Lord one thousand nine hundred and twenty three  
Russell H. Atherton Register of Probate Court.

Essex, ss. June 6, A. D. 1923 Then the above-named appraiser personally appeared and made oath that he would faithfully and impartially discharge the trust reposed in him by the foregoing order.

Before me, Jessie S. Green Justice of the Peace.

Pursuant to the foregoing order to me directed, I have appraised said estate as follows, to wit:  
Amount of Personal Estate, as per schedule exhibited, . . . \$ 6434.41  
Amount of Real Estate, as per schedule exhibited, . . . \$ 40925.00

Daniel A. Arundel } Appraiser .

ESSEX, SS. June 6, A. D. 1923 . Then personally appeared Arthur J. Hewett the executor of the will of said deceased, and made oath that the foregoing is a true and perfect inventory of all the estate of said deceased, that has come to his possession or knowledge.

Before me, Jessie S. Green Justice of the Peace.

**Schedule of Real Estate in Detail.**

	DOLLS.	CTS.
House and land at #135 High Street, Newburyport, Mass., value \$7000.00, less mortgage to the Newburyport Co-operative Bank of \$3000.00	4000	00
Phoenix Building, #26 State Street, Newburyport, Mass., value \$30,000.00, less mortgage to the Institution for Savings of \$12,000.00	18000	00
Store at #46-48 State Street, Newburyport, Mass	9700	00
Single cottage, Hampton Beach, N. H.	3000	00
Double cottage, Hampton Beach, N. H.	6000	00
Lot of land, Methuen, Mass.	225	00
	\$40925	00



16

No. 161044

*Hewett, Mary E.*  
Special ADMINISTRATOR'S *first and final* ACCOUNT



Returnable ..... 19

Allowed *June 20* 1930

Rec. Book *959* Page *340*

*172*

ESSEX, ss.

*May 27,* A. D. 1930

Then appeared the within named  
**Ernest Foss**

and made oath that the within account  
just and true. Before me,

*Jennie E. Osgood*  
Justice of the Peace  
Notary Public

BP  
ex

17

No. 161044

*Hewett, Mary E. Wrt. test.*  
EXECUTOR'S *1st* and ACCOUNT.  
*final*



Returnable ..... 19

Allowed *Jan 30* 1931

Rec. Book *974* Page *293*

ESSEX, ss.

January 21, A. D. 1931.

Then appeared the within-named  
Arthur J. Hewett

and made oath that the within account  
is just and true. Before me,

*James P. [Signature]*  
Justice of the Peace.

BP

Federal National Bank of Boston, affixing its corporate seal hereto, being thereunto duly authorized, on this 10th day of June, 1932

COMMONWEALTH OF ) Federal National Bank of Boston (Corporate seal)  
MASSACHUSETTS ) By Herbert Pearson Receiver as aforesaid  
Suffolk ss. ) Herbert Pearson (seal)  
June 10, 1932 ) Receiver of Federal National Bank of Boston, Mass.

Then personally appeared the above-named Herbert Pearson, Receiver, and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of the Federal National Bank of Boston before me,

John M. Hogan Notary Public

My Commission expires Nov. 10, 1933

Essex ss. Received June 23, 1932. 30 m. past 8 A.M. Recorded and Examined.

Assent  
Rockport Country Club of Rockport, Mass.  
Attached foregoing

Rockport Country Club of Rockport, Massachusetts, a corporation duly established by law at said Rockport, hereby assents to, and approves the execution and delivery of, the deed of Federal National Bank to the Rockport National Bank, to which deed this instrument is affixed, the same having been executed and delivered at the written request of said Rockport Country Club, and confirms the recital of facts in said deed set out, and assents to all the terms and conditions thereof. IN WITNESS WHEREOF the said Rockport Country Club of Rockport, Massachusetts, has caused these presents to be signed, in its name and behalf and as its act, and its seal to be hereunto affixed, by Louis A. Rogers, its Treasurer, hereunto duly authorized, this 10th day of June, A.D. 1932.

COMMONWEALTH OF ) Rockport Country Club of Rockport, Massachusetts  
MASSACHUSETTS ) By Louis A. Rogers Treasurer (Corporate seal)

Essex, ss. Rockport, June 10 1932. Then personally appeared the above named Louis A. Rogers and acknowledged the foregoing instrument to be the free act and deed of Rockport Country Club of-Massachusetts, before me,

Frederick H. Tarr Notary Public

Essex ss. Received June 23, 1932. 30 m. past 8 A.M. Recorded and Examined.

2920-414

Hewett  
to  
Hewett

I, Arthur J. Hewett, of Newburyport, Essex County, Massachusetts for consideration paid, grant to Lucy M. Hewett, of said Newburyport, my wife, with WARRANTY COVENANTS, except as hereinafter stated, the land in NEWBURY, in said County, with the buildings thereon, bounded and described as follows, viz:- Commencing at the Northerly corner thereof on Green Street by land of Ella A. Hewett and others, thence running Southeasterly by said street forty-three feet, seven inches, to land of the heirs of Walter C. Greeley, thence Southwesterly by the last mentioned land one hundred seventy-five

feet to a corner; thence Northwesterly on a line parallel with and one hundred seventy-five feet Southwesterly from said Green Street forty-three feet, seven inches, to said land of Ella A. Hewett and others; and thence Northeasterly by the last mentioned land one hundred seventy-five feet to the point of beginning. Being the same premises conveyed to me by Ella A. Hewett et al. by deed dated September 24, 1929, recorded with Essex So. Dist. Deeds, book 2824, page 443. Subject to a mortgage to the Newburyport Five Cents Savings Bank The land in NEWBURYPORT in said County, with the dwelling-house thereon, situate on High Street, and bounded and described as follows, viz:- Southwesterly by High Street, there measuring about sixty-five feet; Northwesterly by land formerly of Charles H. Coffin, now of Kimball, there measuring about one hundred ten feet; Northeasterly by land of Hoyt, there measuring about sixty-five feet; Southeasterly by land formerly of Worcester there measuring about one hundred ten feet. Being the same premises conveyed by Effie C. Currier to Mary E. Hewett by deed dated April 10, 1918, recorded with said Deeds, book 2388, Page 172, and devised to me by the said Mary E. Hewett by her last will. WITNESS my hand and seal this twenty-first day of June 1932 Arthur J. Hewett

COMMONWEALTH OF MASSACHUSETTS Essex, ss. June 21, 1932 Then personally appeared the above-named Arthur J. Hewett and acknowledged the foregoing instrument to be his free act and deed, before me

Ernest Foss Justice of the Peace

The consideration hereof being under \$100 this deed is not stamped.

Essex ss. Received June 23, 1932. 30 m. past 8 A.M. Recorded and Examined.

Haverhill Co-operative Bank, of Haverhill, Essex County, Massachusetts, the holder of a mortgage by Mary E. Crockett to it, said Haverhill Co-operative Bank dated December 27, 1929 recorded with Essex South District Deeds, Book 2832 Page 571 for consideration paid, release to said Mary E. Crockett all interests acquired under said mortgage in the following described portions of the mortgaged premises situated in that part of said HAVERHILL called Ward Hill and bounded and described as follows: Beginning at the northwesterly corner thereof in the southeasterly line of Knipe Road by land of Foss thence running south 19° 52' 30" west by said land of Knipe Road Three Hundred seventy-eight and 6/100 (378.06) feet to a stone bound; thence southeasterly, easterly and northeasterly along an arc of a circle whose radius is fifteen (15) feet at the junction of said Knipe Road and Boston Road thirty-four and 93/100 (34.93) feet to a stone bound; thence northeasterly by the northwesterly line of Boston Road Two Hundred Eighty (280) feet more or less to a stone bound by land of Tilton; thence northwesterly Two Hun-

Ptl. Release  
Haverhill Co-op.  
Bk.  
to  
Crockett

4

4  
2 B

No. 175988

Bennett Sweet M. Pitt  
PROBATE OF WILL.  
*(By authority)*

[WITHOUT SURETIES.]

PETITION—CITATION—DECREE.

Filed October 20 1933.

Returnable Nov 13, 1933.

Allowed Nov 14 1933.

Recorded Vol. 1413 Page 317

Wm. D. Lewis

Pitt

For Petitioner :

Ernest Foss

Newburyport, Mass.

For Respondent :

.....  
.....

1  
1021

ENTRY HERE MADE

5

[Minors must be so designated, and the names of their guardians, if any, given. The heirs-at-law and next of kin may be determined by reference to Chapters 128 and 130 of the Public Statutes.]

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

RESPECTFULLY represents Arthur J. Hewett of Newburyport in the County of Essex that Lucy M. Hewett who last dwelt in Newburyport in said County of Essex, his wife died on the twelfth day of January in the year of our Lord one thousand nine hundred and thirty-three possessed of goods and estate remaining to be administered, leaving as widow—husband,—her only heirs-at-law and next of kin, the persons whose names, residences and relationship to the deceased are as follows, viz:

NAME.	RESIDENCE.	RELATIONSHIP.
Arthur J. Hewett	Newburyport	husband
Julia A. Hewett	"	daughter, minor
Edward A. Hewett	"	son, "
Arthur J. Hewett, Jr.	"	son, "
Mary E. Hewett	"	daughter, "

That said deceased left a will—and—codicil—herewith presented, wherein your petitioner is named execut. OR. and wherein the testat. R. I. X has requested that your petitioner be exempt from giving a surety on his bond.

Wherefore your petitioner prays that said will—and—codicil—may be proved and allowed and letters testamentary issued to him, without giving a surety on his official bond, and certifies that the statements herein contained are true to the best of his knowledge and belief.

Dated this eighteenth day of October A. D. 19 33.

Arthur J. Hewett

ESSEX, ss. Subscribed and sworn to this eighteenth day of October A. D. 19 33.

Ernest Fox

Before me, Justice of the Peace.

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

COMMONWEALTH OF MASSACHUSETTS.

PROBATE COURT.

Essex, ss.

To the heirs-at-law, next of kin, and all other persons interested in the estate of

Lucy M. Hewett (wife of Arthur J. Hewett deceased) late of Newburyport in said County.

WHEREAS, a certain instrument purporting to be the last will and testament and codicil of said deceased has been presented to said Court, for probate, by Arthur J. Hewett

who prays that letters testamentary may be issued to him, the executor therein named, without giving a surety on his official bond :

You are hereby cited to appear at a Probate Court, to be held at Lawrence in said County of Essex, on the thirteenth day of November A. D. 1933, at ten o'clock in the forenoon, to show cause, if any you have, why the same should not be granted.

And said petitioner is hereby directed to give public notice thereof, by publishing this citation once in each week, for three successive weeks, in the Newburyport Daily News a newspaper published in Newburyport the last publication to be one day, at least, before said Court, and by mailing, postpaid, or delivering a copy of this citation to all known persons interested in the estate, seven days at least before said Court.

Witness, HARRY R. DOW, Esquire, Judge of said Court, this twenty-third day of October, in the year one thousand nine hundred and thirty-three

William F. Shanahan Register.

I have served the above citation as therein ordered, by

Essex, ss. A. D. 19. Then personally appeared and made oath that the above return by subscribed is true.

Before me,

Justice of the Peace.

COMMONWEALTH OF MASSACHUSETTS.

ESSEX, ss.

At a Probate Court holden at Salern in and for said County of Essex,  
on the fourteenth day of November  
in the year of our Lord one thousand nine hundred and thirty-three.

ON the petition of Arthur J. Henett  
of Newburyport in the County of Essex  
praying that the instrument therewith presented, purporting to be the last will and  
testament ~~and~~ ~~codicil~~ of Lucy M. Henett  
late of Newburyport in said County of Essex, (his wife)  
deceased, may be proved and allowed, and letters testamentary issued to him, the executor  
therein named; without giving a surety on his bond;

and the heirs-at-law, next of kin, and all other persons interested, having been notified  
according to the order of the Court, to appear and show cause, if any they have, against the  
same: and no party objecting thereto, and it appearing

that said instrument is the last  
will and testament of said deceased, and was legally executed, and that said testatrix  
was, at the time of making the same, of full age and sound mind; and that said petitioner  
is a competent person to be appointed to said trust;

IT IS THEREFORE DECREED that said instrument be approved and allowed as the last  
will and testament of said deceased, and letters testamentary be issued to said petitioner,

he first giving bond without sureties, for the due performance of said trust.

Mary H. Dm

Judge of Probate Court

4

No. 175988

Hewett, Sney M.

EXECUTORS BOND  
(WITHOUT SURETIES)

Approved N 14 1933

Recorded Vol. 1013 Page 317

APPRAISERS SUGGESTED  
(Must be disinterested.)

..... J. Charles Hewett  
..... of Newburyport

..... of .....

..... of .....

R.F.

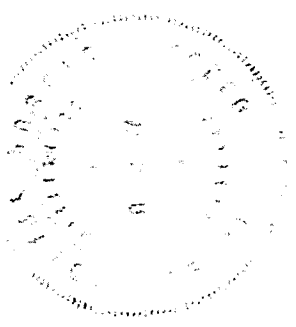
3

No. 175988

Hewett, Sney M.

RETURN OF SERVICE

**FILED**  
NOV 9 1933



5

I, Arthur J. Hewett the within-named execut or  
declare that, to the best of my knowledge and belief, the estate and effects of the within-named  
deceased do not exceed in value the following mentioned sums, viz:

Real Estate, \$ 8700.  
Personal Estate, \$ none

Arthur J. Hewett (SIGN)



I, Lucy M. Hewett, wife of Arthur J. Hewett of Newburyport, Essex County, Massachusetts, do make this my last will. After the payment of my just debts and funeral expenses I devise and bequeath all my property as follows:

Item 1. I give to my husband, Arthur J. Hewett, M. D., all my estate, real and personal, to have and to hold the same during the term of his natural life with power and authority to use any part or all of the principal thereof as in his judgment may be necessary for his comfortable support and maintenance; and as incident to this power I authorize him to let, lease (for any term of years) mortgage, sell and convey any real estate or interest in real estate belonging to me at the time of my decease, and no tenant, lessor, mortgagee or purchaser shall be bound to see to the application of the proceeds thereof.

Item 2. Whatever of my said estate may remain at the decease of my said husband, including unused proceeds of any real estate of mine sold by him during his life-time under any power herein contained, I give to my children, share and share alike, the issue of any deceased child of mine to take its parent's share by right of representation.

Item 3. I appoint my said husband executor of this will and request that he may be exempt from giving surety upon his official bond. I authorize and empower my said executor as such to let, lease, mortgage, sell or convey any real estate belonging to me at the time of my decease. In the event that the appointment of any trustee of my estate becomes necessary or advisable during the lifetime of my said husband I appoint him said trustee with the same exemption as to

life  
estate

surety upon his official bond.

In testimony whereof I hereunto set my hand and in the presence of three witnesses declare this to be my last will this twenty-fourth day of June, nineteen hundred and thirty-two.

*Lucy M. Hewett*

On this 24th day of June, nineteen hundred thirty-two, Lucy M. Hewett of Newburyport, Mass., signed the foregoing instrument in our presence, declaring it to be her last will, and as witnesses thereof we three do now, at her request, in her presence and in the presence of each other, subscribe our names.

*Helin F. Currier*  
*Bernice J. Currier*  
*7 Ernest Fox*

DATE	NAME AND ADDRESS OF PERSON	AGE	PLACE OF BIRTH	PLACE OF DEPT.	OCCUPATION	PLACE OF BIRTH	NAME AND RESIDENCE OF FATHER	PLACING AND RESIDENCE OF MOTHER	DATE
1	Janell Marie Farnsworth Farnsworth & Sons	11	Newbury	Massachusetts	Teacher	Newbury	James D. Farnsworth	Janell Marie Farnsworth	1956
2	Jan. Frances Pearl H. ... 125 Jeanette St. Detroit	41	Michigan	Michigan	Stitcher	Michigan	James H. ...	Frances Pearl H. ...	1956
3	Jan. James Lewis	57	Massachusetts	Massachusetts	Stationary	Massachusetts	James Lewis	James Lewis	1956
4	Jan. Arthur F. ... 41 42 10 11	27	Massachusetts	Massachusetts	...	Massachusetts	...	Arthur F. ...	1956
5	Feb. Anne D. ... 19 ...	15	Massachusetts	Massachusetts	...	Massachusetts	...	Anne D. ...	1956
6	Feb. Mary E. ... 25 ...	19	Massachusetts	Massachusetts	...	Massachusetts	...	Mary E. ...	1956
7	Feb. ... 25 ...	19	Massachusetts	Massachusetts	...	Massachusetts	...	...	1956
8	March ... 3 ...	11	Massachusetts	Massachusetts	...	Massachusetts	...	...	1956
9	March ... 27 ...	24	Massachusetts	Massachusetts	...	Massachusetts	...	...	1956
10	April ... 17 ...	16	Massachusetts	Massachusetts	...	Massachusetts	...	...	1956
11	April ... 29 ...	25	Massachusetts	Massachusetts	...	Massachusetts	...	...	1956
12	May ... 6 ...	9	Massachusetts	Massachusetts	...	Massachusetts	...	...	1956
13	May ... 8 ...	5	Massachusetts	Massachusetts	...	Massachusetts	...	...	1956
14	May ... 19 ...	25	Massachusetts	Massachusetts	...	Massachusetts	...	...	1956
15	June ... 1 ...	11	Massachusetts	Massachusetts	...	Massachusetts	...	...	1956
16	June ... 3 ...	13	Massachusetts	Massachusetts	...	Massachusetts	...	...	1956
17	June ... 11 ...	1	Massachusetts	Massachusetts	...	Massachusetts	...	...	1956

1956

Revoc.  
B. 15431  
P. 233

BK 6251 PG 454

DECLARATION OF TRUST made this 21st day of June, 1976

WITNESSETH THAT:

WHEREAS, ARTHUR J. HEWETT, D.P.M.,  
of Newburyport, Essex County, Massachusetts, hereinafter called the "Donor"  
is about to transfer and convey to said ARTHUR J. HEWETT, D.P.M., as Trustee,  
certain of his property;

NOW, THEREFOR, said ARTHUR J. HEWETT, D.P.M. (hereinafter with his  
successors in trust called the "Trustee") declares and agrees with the said  
Donor that it shall hold and administer the property which is now or hereafter  
may be transferred to it as such Trustee, or in any way acquired and held  
hereunder, and will hold the same IN TRUST for the purposes, in the manner,  
and with and subject to the powers and provisions herein contained as follows:

FIRST: This trust is revocable in accordance with the provisions of  
Article Eighth and shall be known as the "ARTHUR J. HEWETT, M.D., REALTY TRUST  
OF JUNE 21, 1976", and may be referred to as such.

SECOND: So much of the net income and principal as the Trustee may  
determine from time to time or as the Donor may request in writing shall be  
paid to or applied for the benefit of the Donor and, in the event of the Donor's  
incapacity, also to or for the benefit of persons designated by the Donor in  
writing prior to such incapacity. Any such income not so paid or applied may  
be added to the principal of the trust fund or held as accumulated income for  
later disposition as hereinbefore provided. The Donor may use and occupy any  
part of the trust estate and shall not be liable for waste. On The Donor's  
death, the trust property shall be disposed of in the following manner:

(a) If the Donor is survived by his wife, she shall have the right to  
select any one apartment owned by the Trust and to live in the same during her  
unmarried widowhood rent free. In addition, she is to receive 10% of the  
gross income of the trust <sup>toward her</sup> ~~xxx~~ her living expenses during her unmarried widowhood.

(b) The Donor's sisters, if they become widowed, shall each have the  
right to select an apartment owned by the trust and live in it during her  
unmarried widowhood at the rent of \$50.00 per month, the apartment to be  
selected subject only to paragraph (a) above.

JAMES T. CONNOLLY  
COUNSELLOR AT LAW  
68 STATE STREET  
NEWBURYPORT, MASS.  
01950  
TEL. (617) 402-8201

12

Revoc.  
B. 15431  
P. 333

BK 6251 PG 454

DECLARATION OF TRUST made this 21st day of June, 1976

WITNESSETH THAT:

WHEREAS, ARTHUR J. HEWETT, D.P.M.,  
of Newburyport, Essex County, Massachusetts, hereinafter called the "Donor"  
is about to transfer and convey to said ARTHUR J. HEWETT, D.P.M., as Trustee,  
certain of his property;

NOW, THEREFOR, said ARTHUR J. HEWETT, D.P.M. (hereinafter with his  
successors in trust called the "Trustee") declares and agrees with the said  
Donor that it shall hold and administer the property which is now or hereafter  
may be transferred to it as such Trustee, or in any way acquired and held  
hereunder, and will hold the same IN TRUST for the purposes, in the manner,  
and with and subject to the powers and provisions herein contained as follows:

FIRST: This trust is revocable in accordance with the provisions of  
Article Eighth and shall be known as the "ARTHUR J. HEWETT, M.D., REALTY TRUST  
OF JUNE 21, 1976", and may be referred to as such.

SECOND: So much of the net income and principal as the Trustee may  
determine from time to time or as the Donor may request in writing shall be  
paid to or applied for the benefit of the Donor and, in the event of the Donor's  
incapacity, also to or for the benefit of persons designated by the Donor in  
writing prior to such incapacity. Any such income not so paid or applied may  
be added to the principal of the trust fund or held as accumulated income for  
later disposition as hereinbefore provided. The Donor may use and occupy any  
part of the trust estate and shall not be liable for waste. On The Donor's  
death, the trust property shall be disposed of in the following manner:

(a) If the Donor is survived by his wife, she shall have the right to  
select any one apartment owned by the Trust and to live in the same during her  
unmarried widowhood rent free. In addition, she is to receive 10% of the  
gross income of the trust ~~xxx~~ <sup>toward A.H.</sup> her living expenses during her unmarried widowhood.

(b) The Donor's sisters, if they become widowed, shall each have the  
right to select an apartment owned by the trust and live in it during her  
unmarried widowhood at the rent of \$50.00 per month, the apartment to be  
selected subject only to paragraph (a) above.

JAMES T. CONNOLLY  
COUNSELLOR AT LAW  
66 STATE STREET  
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01850  
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(c) The net income of the trust is to be used for the education of the Donor's nephews and nieces and for the education of their children. The trustee or trustees may accumulate income, but shall have no power to expend principal. It is the wish of the Donor that a few nephews and nieces receive a good education rather than have a large number receive small amounts each.

(d) This trust shall terminate when the youngest living niece, nephew, grandniece or grandnephew of the Donor shall attain the age of 20 years, or shall sooner terminate 20 years after the death of the survivor of the Donor, the Donor's wife, the Donor's nieces and nephews and their children who are living at the death of the Donor, and the trust property then remaining is to go to the nieces and nephews of the Donor and their issue, per stirpes.

THIRD: The provisions set forth in the form entitled Schedule A attached hereto are hereby made a part of this Declaration of Trust as fully as though set forth at length herein, except as and to the extent, if any, herein expressly modified, limited, or cancelled.

FOURTH: Any vacancy in the Trusteeship may be filled by the Donor during his lifetime and subject to such power; such vacancy may be filled by any court of proper jurisdiction. Except in the case of appointment by court, any appointment of a succeeding Trustee shall be in writing duly signed, and acknowledged before a notary public. Anyone dealing with the trust may always rely upon such a writing recorded with Essex South District Deeds as to the identity of the current trustees and conclusively presume that any documents by the trustees or a majority of them is binding upon the Trust.

FIFTH: Upon the death or incapacity of the said ARTHUR J. HEWETT, the Donor's brother, EDWARD A. HEWETT, and his sisters, MARY ELLEN McLEOD and JULIE A. COLE, are to be successor trustees hereunder. In the event of the resignation, incapacity or death of any of the successor trustees, the vacancy is to be filled by one of the children of said deceased trustee, the selection to be made by a majority of the children of said trustee. It is my wish that after my death there shall be three trustees, and a majority of the three shall have the power to make final decisions and exercise all of the powers of the trustees under this

JAMES T. CONNOLLY  
COUNSELLOR AT LAW  
68 STATE STREET  
NEWBURYPORT, MASS.  
01950  
TEL. (617) 462-2281

Declaration of Trust. In the event that there should be any dispute among the trustees which cannot be resolved by a majority of the trustees, than it is to be resolved by one Arbitrator and his decision will be final and binding.

SIXTH: The Trustee is to receive no compensation and is to have no liability for negligence but only for willful acts of misappropriation.

SEVENTH: It is the desire of the Donor that the Trust be kept intact upon his death and, therefor, the trustees are empowered to mortgage the trust property in order to pay estate taxes and any other expenses relating to the trust occasioned by the death of the Donor.

EIGHTH: The Donor reserves the power, at any time or from time to time, to alter, amend or revoke, in whole or in part, the terms and provisions of this Declaration of Trust and the trusts hereby created, by an instrument in writing signed by him, acknowledged before a notary public, and delivered to the Trustee during his lifetime. In the event that the Donor shall revoke this trust, the Trustee shall transfer and pay over the trust property, or the portion thereof to which said revocation is applicable, to the Donor or as he may direct in writing.

NINTH: This trust shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts and its validity and administration shall be governed by the laws of some other jurisdiction.

IN WITNESS WHEREOF, the said ARTHUR J. HEWETT, D.P.M., as Donor, and ARTHUR J. HEWETT, D.P.M., as Trustee, have set their hands and seals to this instrument the day and year first above written.

*Arthur J. Hewett D.P.M.*  
Donor

*Arthur J. Hewett D.P.M.*  
Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

June 21, 1976

Then personally appeared ARTHUR J. HEWETT, D.P.M.,

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

before me,

*James T. Connolly*  
Notary Public

My commission expires February 7, 1977

JAMES T. CONNOLLY  
COUNSELLOR AT LAW  
62 STATE STREET  
NEWBURYPORT, MASS.  
01950  
TEL. (617) 462-2201

SCHEDULE A.

The provisions of this Schedule form a part of the Declaration of Trust to which it is attached as fully as though set forth at length in such Declaration, except as and to the extent, if any, therein expressly modified, limited, or canceled and such provisions shall apply notwithstanding termination until the trust property is fully distributed. Reference in this Schedule A. and in said Declaration of Trust to the masculine includes the feminine where appropriate and reference to the Trustee means the Trustee or Trustees duly appointed and acting thereunder whether original or substitute.

FIRST: The Trustee shall have, in addition to those conferred by law or otherwise, the following discretionary powers, privileges, and exemptions:

(a) To administer, invest, and reinvest the trust fund in any property, including real and personal property, stocks, bonds, and other securities, investment companies and common trust funds (without the necessity of notice to beneficiaries), in any state or jurisdiction, and whether or not of a kind or in a proportion ordinarily considered suitable for trust investments. To make secured or unsecured loans and, with respect to mortgages and other security held by the trust, to modify the terms thereof, to release partially, to foreclose and to purchase at foreclosure sales. To permit all or any part of the trust property to be held in the custody of a banking institution or brokerage house.

(b) To participate in any reorganization, recapitalization, merger or similar transaction; to give proxies or powers of attorney with or without power of substitution for voting upon any shares or certificates of interest belonging to the trust.

(c) To manage real property in such manner as the Trustee shall deem best, including authority to erect, alter, or demolish buildings, to improve, repair, lease, subdivide and vacate any of said property; to adjust boundaries, to dedicate streets or other ways for public use without compensation; to impose such easements, restrictions, conditions, stipulations and covenants as the Trustee may see fit; to lease for such terms and on such terms as the Trustee deems advisable and whether or not the lease may extend beyond the term of the trust.

(d) To sell at public or private sale, and to exchange or partition all or any part of the property held by the trust, without order or license from any court, and to execute any and all deeds and other instruments necessary or appropriate therefor, with or without covenants, warranties and representations.

(e) To borrow money from others upon such terms and conditions as the Trustee deems advisable and to mortgage and pledge trust assets as security for the same and thereof.

(f) To carry stock certificates and other property of the trust in the name of a nominee or in the name of a nominee or any person, individually or in any other form, without disclosing the existence of any trust.

(g) To hold separate trusts or any share of a trust in one or more accounts or funds in which the separate trusts or shares shall have undivided interests. On any division or distribution of the trust property, to make the same in cash or in kind or partly in each at such values as the Trustee determines to be reasonable.

(h) To make any payment or distribution directly to any competent beneficiary and if said beneficiary is not competent, to his guardian or conservator or to apply the same for his benefit and in the case of a minor, to deposit the same in a savings bank in his name or to invest the same in a custodianship or trust for his benefit.

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COUNSELLOR AT LAW  
65 STATE STREET  
NEWQUENYPORT, MASS.  
01950  
TEL. (617) 462-2251

Donor's Initials

*AS*



(i) To determine in accordance with reasonable accounting practice what shall belong and be chargeable to principal and what shall belong and be chargeable to income, and in making that determination the Trustee may employ an accountant or attorney-at-law and rely upon his opinion; provided, however, that all capital gains distributions from investment companies shall be treated as principal. To amortize or to refrain from amortizing premiums on securities purchased at more than par.

(j) To retain such reserves out of income as the Trustee deems proper for expenses, taxes, depreciation and other liabilities of the trust.

(k) To settle by compromise or arbitration or otherwise any and all claims and demands in favor of or against or in any way relating to the trust property upon such terms as the Trustee deems advisable.

(l) To hold life insurance policies without any obligation for the payment of premiums or any obligation to take any action towards the collection of the proceeds unless indemnified against loss or expense occasioned thereby. No insurance company need see to the application of any amount paid by it to the Trustee and a receipt by the Trustee shall be a full discharge of the insurance company with respect to such payment.

It is the Donor's intention to give the Trustee wide discretion in matters of management of the trust property and the foregoing enumeration of powers is not intended to exclude other powers reasonably incidental to such management.

SECOND: No person to whom any interest is given, whether in income or principal, shall have power to anticipate, alienate, dispose of or encumber such interest or income by anticipation or to subject the same to his debts or liabilities, and no such interest or income shall be liable for his debts or liabilities.

THIRD: Any interest in the trust property may be disclaimed in whole or in part by an instrument in writing signed by the beneficiary thereof and delivered to the Trustee, and in such event the interest so disclaimed shall be disposed of as though said beneficiary were not living.

FOURTH: Any Trustee may at any time resign as Trustee or disclaim or release any power in whole or in part by an instrument in writing, duly signed, acknowledged before a notary public and delivered to any Co-Trustee, and if none, to my beneficiary. Said disclaimer or release may be for such period of time as such Trustee may specify without in any way affecting the continuance of the power in any other Trustee.

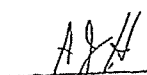
FIFTH: At any time during which there is more than one Trustee, a Trustee may from time to time delegate in writing the power to sign checks and the custody of the trust fund to a Co-Trustee for such period or periods of time as he may determine, and other powers and discretions may be delegated for periods not exceeding one year at a time; provided, however, that any powers or discretions withheld from any Trustee by the terms of this Declaration of Trust shall not be delegated to such Trustee under this Article.

SIXTH: Pending the qualification of any Successor Trustee, the Trustee then in office shall have all the powers, discretions and exemptions given to the Trustees.

SEVENTH: No Trustee shall be required to give bond or furnish surety on any bond required by law.

EIGHTH: No Trustee shall be liable for, nor unless requested in writing by a beneficiary shall be obliged to inquire into, the acts or omissions of any Co-Trustee, or any person administering the Donor's estate.

JAMES T. CONNOLLY,  
COUNSELLOR AT LAW  
68 STATE STREET  
NEWBURYPORT, MASS.  
01960  
TEL. (617) 463-2281

  
Donor's Initials

BK 6251 PG 459

NINTH: If this Declaration of Trust is recorded in a Registry of Deeds, any amendment, revocation, resignation, appointment, acceptance of trust, or other instrument may, but need not, be recorded in said Registry.

TENTH: A written statement of any Trustee at any time as to any facts relative to the trust may always be relied upon and shall always be conclusive evidence in favor of any transfer agent and any other person dealing in good faith with the Trustee in reliance upon such statement.

ELEVENTH: The Trustee shall render accounts of the administration of the trust annually, except no such account shall be required during the Donor's lifetime unless requested in writing by him or by his guardian or conservator. The assent by all the persons who, for the period of any account, were entitled or eligible to receive the income of the trust and on the last day of the accounting would have been entitled to receive the principal of the trust if it had then terminated and who were of full age and legal capacity (but if under guardianship or conservatorship, then by his guardian or conservator, or if deceased, by his Executor or Administrator), shall make such account, in the absence of fraud or manifest error, binding and conclusive upon all persons then having or who may thereafter have any interest, vested or contingent, in the income or principal of the trust estate. The failure of any such person to object to any such account by a writing mailed to the Trustee within sixty days of the receipt of a copy of the account shall be deemed to be an assent by such person.

END OF SCHEDULE A

JAMES T. CONNOLLY  
COUNSELLOR AT LAW  
63 STATE STREET  
NEWBURYPORT, MASS.  
01950  
TEL. (617) 462-2301

*A J H.*  
Donor's initials

ESSEX SS. RECORDED *June 22, 1976* 55 M. PAST 9 A.M. INST. # 80

I, ARTHUR J. HEWETT,

of Newburyport, Essex County, Massachusetts,

for nominal consideration, grant to ARTHUR J. HEWETT, D.P.M., as he is Trustee of the ARTHUR J. HEWETT, M. D. REALTY TRUST of JUNE 21, 1976,

of 132 High Street, Newburyport, Massachusetts, with QUITCLAIM COVENANTS

PARCEL 1. The land in said Newburyport, with the buildings thereon, now numbered 136 High Street, bounded as follows, viz:-

Commencing at the Westerly corner thereof on the Northeasterly side of High Street, 53 feet, 6 inches, Southeasterly from the Southerly corner of Green and High Streets, at the South corner of land formerly of the estate of Annie M. Stanley, and at the center of the partition fence dividing the tenement numbered 138 High Street from said tenement numbered 136 High Street, thence running SOUTHEASTERLY by said High Street, 22 feet to the center of another partition fence dividing said tenement numbered 136 High Street and the tenement numbered 134 High Street; thence NORTHEASTERLY on a straight line through the center of the partition wall dividing said tenements numbered 136 and 134 by land of or formerly of Flossie C. Tarbox and Sarah B. Kenna, 101 feet, more or less, to land formerly of Frederick J. Coffin; thence NORTHWESTERLY by said land formerly of Coffin, 22 feet, more or less, to said land formerly of the Estate of Annie M. Stanley; thence SOUTHWESTERLY by the last mentioned land on a straight line which runs through the center of the partition wall dividing said tenements numbered 138 and 136 High Street, 98 feet, 9 inches, more or less, to the point of beginning.

Together with grantor's title in a way running along the northeasterly side of said premises to said Green Street in common with the owners and occupants of tenements numbered 134, 138 and 140. Said way being 6 feet, more or less, in width.

PARCEL 2. The land in said Newburyport with the buildings thereon, now numbered 134 High Street, bounded as follows, viz:-

SOUTHWESTERLY by High Street, 36 feet, 6 inches; thence SOUTHEASTERLY by land of Hewett, 104 feet, 6 inches; thence NORTHEASTERLY in part by land of Hoyt, there measuring 19 feet, 4 inches and in part by land of Dugan, there measuring 16 feet, 10 inches; and thence NORTHWESTERLY by land formerly of Ackerman, 101 feet.

Excepting nevertheless from this conveyance, that certain parcel conveyed to Malcolm K. Hoyt, et ux by deed dated January 2, 1958, recorded with Essex South District Registry of Deeds, Book 4432, Page 139.

FOR TITLE REFERENCE is made to Deed of Samuel Weintraub to said grantor dated November 27, 1962, recorded with said Deeds, Book 5017, Page 113.

PARCEL 3. A certain lot of land situate on the Northeasterly side of High Street in said Newburyport, with the block of four tenements or houses thereon, numbered 116, 118, 120 and 122 on said High Street, and other buildings, and bounded and described as follows:

- SOUTHWESTERLY by said High Street, there measuring 117 feet and 4 inches;
- SOUTHEASTERLY by land of Newburyport Post 150 American Legion, there measuring 61 feet and 7 inches;
- NORTHEASTERLY by land now or formerly of Pearson, there measuring 115 feet; and

JAMES T. CONNOLLY  
COUNSELLOR AT LAW  
65 STATE STREET  
NEWBURYPORT, MASS.  
01850  
TEL. (617) 462-2201

BK 6251 PG 461

NORTHWESTERLY by land formerly of McKinney, now or formerly of McKay, there measuring 53 feet and 6 inches.

All of said measurements being more or less.

For title reference is made to deed of Catherine Coffin to said grantor dated February 27, 1963, recorded with said Deeds, Book 5039, Page 513.

*lows*

PARCEL 4. My undivided one-quarter interest in and to the land in Newburyport, Essex County, Massachusetts, now numbered 132 High Street, bounded and described as follows, viz:-

SOUTHWESTERLY by High Street, there measuring about 65 feet;

NORTHWESTERLY by land formerly of Charles H. Coffin, now of Kimball, there measuring about 110 feet;

NORTHEASTERLY by land now or formerly of Hoyt, there measuring about 65 feet;

SOUTHEASTERLY by land formerly of Worcester, there measuring about 110 feet.

For title reference is made to Deed of Arthur J. Hewett to Lucy M. Hewett dated June 21, 1932, recorded with said Deeds, Book 2920, Page 416. See also Will of Lucy M. Hewett, Essex Probate No. 175988.

EXECUTED AS A SEALED INSTRUMENT THIS 21st DAY OF JUNE, 1976

*Arthur J. Hewett*  
Arthur J. Hewett

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

June 21, 1976

Then personally appeared the above named ARTHUR J. HEWETT

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

before me,

*James T. Connolly*  
Notary Public

My commission expires February 7, 1977.

JAMES T. CONNOLLY  
COUNSELLOR AT LAW  
88 STATE STREET  
NEWBURYPORT, MARD.  
01850  
TEL. (617) 462-2261

ESSEX SS. RECORDED *June 23, 1976 557M.* PAST 9 A.M. INST # 81

*M*

2. PLAN  
ONE PL. B. 236  
PL. 29

10

BOOK 9397PC456

29  
236  
PLAN B

EASEMENT

This Agreement made on the 2ND day of ~~October~~<sup>DECEMBER</sup>, 1987, by and between Sandra Jean Kubik of 138 - 140 High Street, Newburyport, Massachusetts, hereinafter referred to as grantor and Arthur J. Hewett Trustee of M. D. Realty Trust, of High Street, Newburyport, Massachusetts hereinafter referred to as grantee.

Witnesseth, that the grantor for her heirs and assigns, grants and conveys unto the grantee, his heirs and assigns, an easement in, to, upon and over all that paved portion of a certain new 10 (ten) foot right of way as shown on a plan entitled Easement Plan Newburyport, Massachusetts, prepared for Sandra Jean Kubik, dated ~~October~~<sup>DECEMBER</sup> 1987, Scale 1"=10' and prepared by Pembroke Land Survey Company, Salem New Hampshire, and recorded with the Essex South District Registry of Deeds herewith.

Said easement is given for the sole purpose of ingress and egress by foot or motor vehicle and it is agreed and understood that it is not to be construed as an easement given to the exclusion of the grantor, her heirs and assigns, or to others later granted a similar right.

This easement shall run with the land and the original of which shall be recorded at the Registry of Deeds and bind both parties, their heirs and assigns.

In Witness Whereof, the parties hereto have duly executed this agreement on the 2ND day of ~~October~~<sup>DECEMBER</sup> 1987.

Sandra Jean Kubik  
grantor  
Arthur J. Hewett  
grantee

Commonwealth of Massachusetts  
Essex, ss. ~~October~~<sup>DECEMBER</sup> 2, 1987

Then personally appeared SANDRA JEAN KUBIK the above named GRANTOR and acknowledge the foregoing was HER free act and deed before me.

Janet [Signature]  
Notary Public  
My commission expires 10-31-91

1988 FEB 16 AM 11:31

000136

15

BOOK 9397PC457

MAY 19 11 34 AM '82

ADDENDUM "A"

PARCEL #3: The land in Newburyport, Essex County, Massachusetts, with the buildings and all the personal property thereon, situated on the Northeasterly side of High Street and the Southeasterly side of Green Street, and containing about 6,130 square feet, and bounded and described as follows, viz:-

Beginning at a corner thereof on said High and Green Streets, thence running Southeasterly by said High Street, about 53 feet to land now or formerly of Weltraub; thence running Northeasterly by said land now or formerly of Weltraub, about 98 feet to land now or formerly of Dugan; thence running Northwesterly by said land now or formerly of Dugan about 78 feet to said Green Street; and thence Southwesterly by said Green Street, about 98 feet to the corner and the bound begun at.

For title see Book 6814, Page 512.

PLAN BOOK 236 PLAN 29

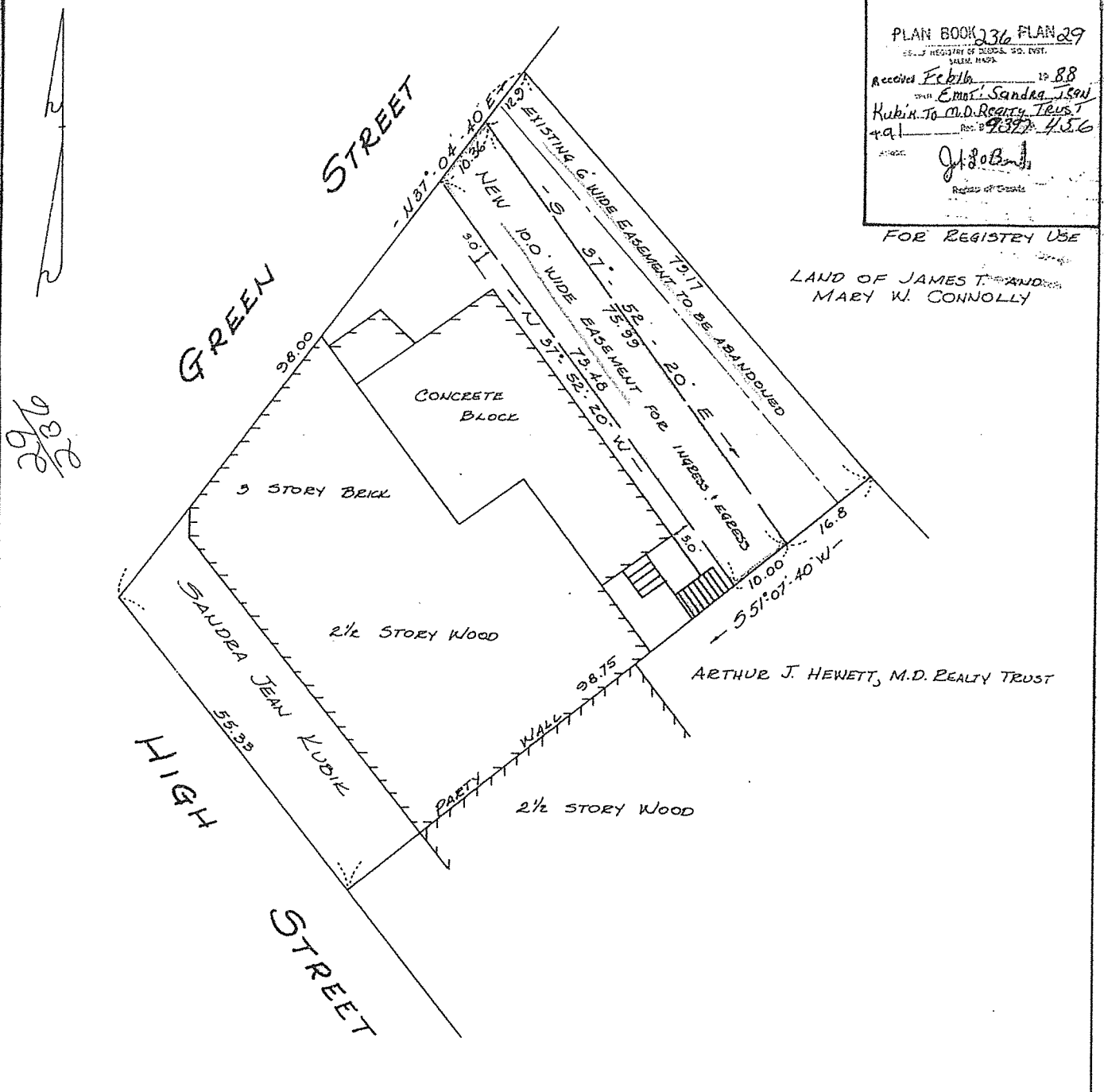
REGISTRY OF DEEDS, 90, EAST SALEM, MASS.

Received Feb 16 1988  
from E.Mot. Sandra Jean Kubik To M.D. Realty Trust  
Rec. B 9377 H.S.C

J. J. O'Brien  
Registrar of Deeds

FOR REGISTRY USE

LAND OF JAMES T. AND MARY W. CONNOLLY

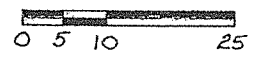


29/26  
2/26

### EASEMENT PLAN NEWBURYPORT, MASS.

PREPARED FOR  
SANDRA JEAN KUBIK

OCTOBER 1987 SCALE: 1"=10'  
PEMBROKE LAND SURVEY COMPANY  
SALEM, N.H. NEWBURYPORT, MA.



"I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DEDUCED FROM THE RECORDS, AND THE LINES OF THE STREETS AND PLATS SHOWN ARE PART OF THE PUBLIC OR PRIVATE SYSTEM OR HAVE ALREADY ESTABLISHED, AND THAT NO INTERESTS OR EASEMENTS OF OTHER OWNERS ARE SHOWN ON THIS PLAN."

I CERTIFY THAT I HAVE CONFORMED WITH THE REQUIREMENTS OF THE MASSACHUSETTS REGISTERED PROFESSIONAL SURVEYORS ACT AND THE RULES OF THE BOARD OF SURVEYORS IN PREPARING THIS PLAN.

**EASEMENT PLAN**  
SEE PL. B. 236  
PL. 30

BOOK 9397PG458

30  
236  
EASEMENT PLAN

**EASEMENT**

10

This Agreement made on the // day of February 1988, by and between Julia A. Cole, Mary Ellen MacLeod, Edward A. Hewett and Arthur J. Hewett of #132 High Street, Newburyport, Massachusetts, hereinafter referred to a grantor and Arthur J. Hewett Trustee of M. D. Realty Trust, of 136 High Street, Newburyport, Massachusetts hereinafter referred to as grantee.

Witnesseth, that the grantor for their heirs and assigns, grants and conveys unto the grantee, his heirs and assigns, two (2) easements in, to, upon and over all that portion of two (2) easements or right of ways and labelled, proposed easements as shown on a plan entitled Easement Plan Newburyport, Massachusetts, prepared for Julia A. Cole, Mary Ellen MacLeod, Edward A. Hewett, Arthur J. Hewett, Arthur J. Hewett, Trustee, M. D. Realty Trust, dated January 12, 1988. Scale: 1" = 10' and prepared by Pembroke Land Survey Company, Salem, New Hampshire, and recorded with the Essex South District Registry of Deeds herewith.

Said easement is given for the sole purpose of ingress and egress by foot or motor vehicle and it is agreed and understood that it is not to be construed as an easement given to the exclusion of the grantor, their heirs and assigns, or to others later granted a similar right.

This easement shall run with the land and the original of which shall be recorded at the Registry of Deeds and bind both parties, their heirs and assigns.

In Witness Whereof, the parties hereto have duly executed this agreement on the // day of February 1988.

Julia A. Cole  
Julia A. Cole, Grantor

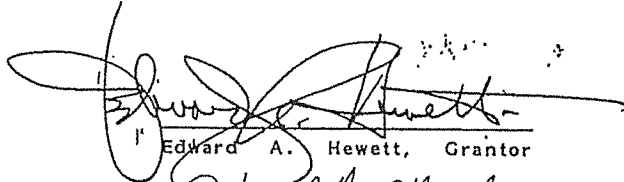
Mary Ellen MacLeod  
Mary Ellen MacLeod, Grantor

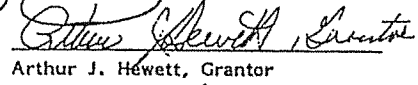
1988 FEB 16 AM 11:32

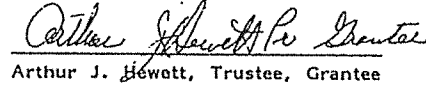
000137



BOOK 9397PC459

  
Edward A. Hewett, Grantor

  
Arthur J. Hewett, Grantor

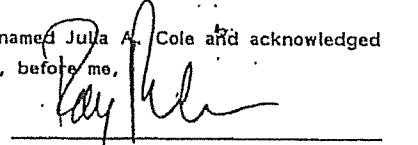
  
Arthur J. Hewett, Trustee, Grantee

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

February 11 1988

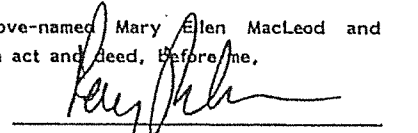
Then personally appeared the above-named Julia A. Cole and acknowledged the foregoing to be her free act and deed, before me,

  
Notary Public  
My commission expires: 12-18-92

Essex, ss.

February 11 1988

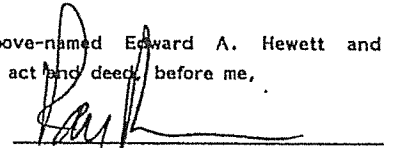
Then personally appeared the above-named Mary Ellen MacLeod and acknowledged the foregoing to be her free act and deed, before me,

  
Notary Public  
My commission expires: 12-18-92

Essex, ss.

February 11 1988

Then personally appeared the above-named Edward A. Hewett and acknowledged the foregoing to be his free act and deed, before me,

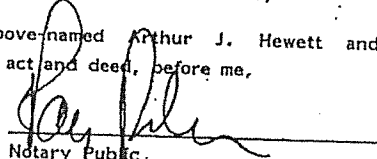
  
Notary Public  
My commission expires: 12-18-92

BOOK 9397PC460

Essex, ss.

February 11 1988

Then personally appeared the above-named Arthur J. Hewett and acknowledged the foregoing to be his free act and deed, before me,



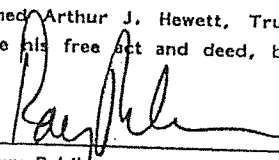
Notary Public

My commission expires: 12-18-92

Essex, ss.

February 4 1988

Then personally appeared the above-named Arthur J. Hewett, Trustee, Grantee and acknowledged the foregoing to be his free act and deed, before me,



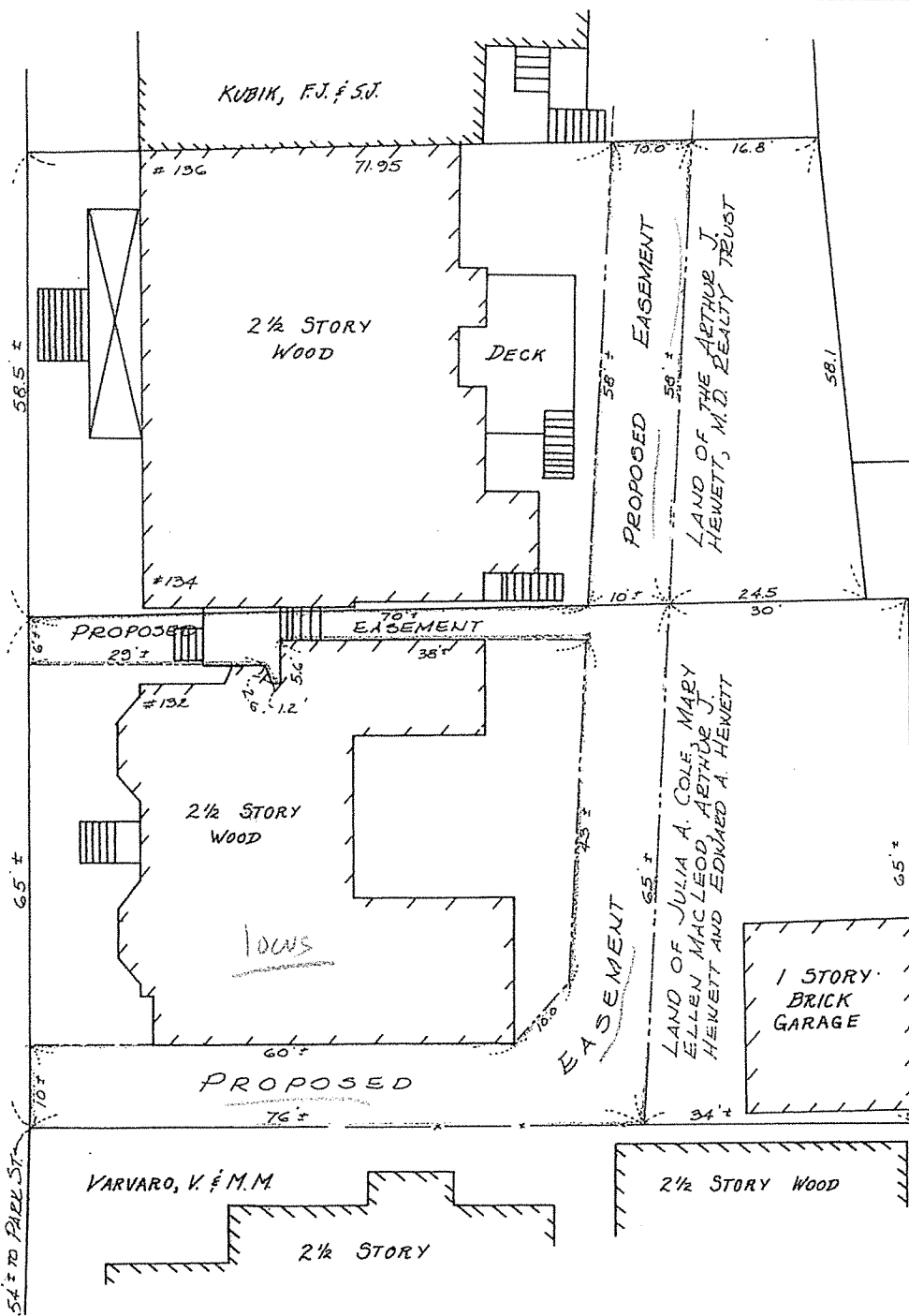
Notary Public

My commission expires: 12-18-92

W

30/236  
236

HIGH STREET



PLAN BOOK 236 PLAN 30  
 AS A RECORD OF RECORDS, SD. DIST.  
 REGISTERED  
 FILED 19 88  
 with Simon & Julia A. Cole  
 and to M.D. Realty Trust  
 REC. # 9392 458  
 J. J. [Signature]  
 Register of Deeds

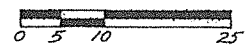
FOR REGISTRY USE

CONNOLLY, J.T. & M.W.

HOYT, MARY A. & EATON, CLIFTON H.

**EASEMENT PLAN  
 NEWBURYPORT, MASS.**

PREPARED FOR  
 JULIA A. COLE, MARY ELLEN MACLEOD, EDWARD A. HEWETT,  
 ARTHUR J. HEWETT AND ARTHUR J. HEWETT, M.D. REALTY TRUST  
 JANUARY 1988 SCALE: 1"=10'  
 PEMBROKE LAND SURVEY COMPANY  
 SALEM, N.H. - NEWBURYPORT, MA.



"I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN AND THE LINES DIVIDING EXISTING CONVEYANCES AND THE LINES OF THE STRAIGHT AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE RECORDS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISIONS OF EXISTING OWNERSHIP OR STRAIGHT OR WAYS ARE SHOWN."

I CERTIFY THAT I HAVE CONFERRED WITH THE RULES & REGULATIONS OF THE REGISTER OF DEEDS IN PREPARING THIS PLAN.



24

RETURN TO:  
O'FLAHERTY LAW OFFICES  
104 State Street #49  
Newburyport, Massachusetts 01850

10/23/98 9:05 Inst. 119.  
BK 15177 PG 585

FILE # 0-11655 RE

EASEMENT

10

I, ARTHUR J. HEWETT, D.P.M., as Trustee of the Arthur J. Hewett, M.D. Realty Trust under Declaration of Trust dated June 21, 1976, recorded with Essex South District Registry of Deeds in Book 6251, Page 454, of Newburyport, Essex County, Massachusetts, for no consideration, grant to JULIA A. COLE, MARY ELLEN MacLEOD, EDWARD A HEWETT and ARTHUR J. HEWETT, and their successors and assigns as the owners of 132 High Street, Newburyport, MA an easement for the sole purpose of ingress and egress by foot and motor vehicle, in common with others entitled thereto, in the area shown as "Proposed Easement" on a plan entitled "Easement Plan Newburyport, Mass. prepared for Julia A. Cole, Mary Ellen MacLeod, Edward A. Hewett and Arthur J. Hewett", dated January, 1988, prepared by Pembroke Land Survey Company, said plan being duly recorded with the Essex South District Registry of Deeds in Plan Book 236, Plan 30.

For my title, see deed dated June 21, 1976, recorded with Essex South District Registry of Deeds in Book 6251, Page 460. Also see easement granted to me dated February 11, 1988 recorded with said Deeds in Book 9397, Page 458. It is the intention of this Easement to make the easements reciprocal between the properties at 132 High Street and 134-136 High Street, Newburyport, MA.

WITNESS by hand and seal this 20 day of Oct, 1998.

Arthur J. Hewett D.P.M.  
Arthur J. Hewett, D.P.M.,  
Trustee of the Arthur J. Hewett, M.D. Realty  
Trust of June 21, 1976

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

Oct. 20, 1998

Then personally appeared the above-named ARTHUR J. HEWETT, D.P.M., Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me,

Frankie B. Lallamond  
Notary Public  
My Commission Expires: 11-25-99

22

NY

RETURN TO:  
O'FLAHERTY LAW OFFICES  
104 State Street # 99  
Newburyport, Massachusetts 01850

FILE # 0-12,929 WT

QUITCLAIM DEED

10/23/98 9:06 Inst. 120  
BK 15177 PG 586

1  
2  
3

Property Address: 132 High Street, Newburyport, MA

I, Arthur J. Hewett, D.P.M., as Trustee of the Arthur J. Hewett, M.D. Realty Trust under Declaration of Trust dated June 21, 1976 recorded with Essex South District Registry of Deeds in Book 6251, Page 454, of Newburyport, Essex County, Massachusetts, for no consideration grant to Arthur J. Hewett and Margaret L. Hewett, husband and wife, as tenants by the entirety, both of 34 Moulton Street, Newburyport, Mass.

with Quitclaim Covenants

My undivided one-quarter interest in and to the land in Newburyport, Essex County, Massachusetts, now numbered 132 High Street, bounded and described as follows, viz:-

SOUTHWESTERLY by High Street, there measuring about 65 feet;

NORTHWESTERLY by land formerly of Charles H. Coffin, now of Kimball, there measuring about 110 feet;

NORTHEASTERLY by land now or formerly of Hoyt, there measuring about 65 feet;

SOUTHEASTERLY by land formerly of Worcester, there measuring about 110 feet;

For my title, see Parcel 4 of the deed dated June 21, 1976 recorded with Essex South District Registry of Deeds in Book 6251, Page 460.

Subject to encumbrances of record. No title examination performed.

I certify that:

1. Arthur J. Hewett, M.D. Realty Trust of June 21, 1976 has not been altered, amended, revoked or terminated since its creation.
2. I am the present and sole Trustee of Arthur J. Hewett, M.D. Realty Trust of June 21, 1976.
3. None of the beneficiaries of Arthur J. Hewett, M.D. Realty Trust of June 21, 1976 are minors or incapacitated.
4. I have been authorized and directed by the beneficiaries of Arthur J. Hewett, M.D. Realty Trust of June 21, 1976 to sell the above-described real estate to the grantees for the consideration stated herein.

EXECUTED as a sealed instrument this 6<sup>th</sup> day of October, 1998.

Arthur J. Hewett D.P.M.  
Arthur J. Hewett, D.P.M., as Trustee of the  
Arthur J. Hewett, M.D. Realty Trust

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

Oct. 6, 1998

Then personally appeared the above-named Arthur J. Hewett, D.P.M., Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me,

Franklin B. Lallouand  
Notary Public  
My Commission Expires: 11/25/99

10

EASEMENT

01/07/99 8:20 inst. 109  
BK 15385 PG 62

Teckla Limited Liability Company of 138-140 High Street Newburyport, Essex County, Massachusetts for no consideration grant to Julia A. Cole, Mary Ellen MacLeod, Edward A. Hewett and Arthur J. Hewett, and their successors and assigns as the owners of 132 High Street Newburyport, Essex County, Massachusetts an easement for the sole purpose of ingress and egress by foot and motor vehicle, in common with others entitled thereto, in the area shown as that paved portion of a certain new 10(ten) foot wide easement for ingress & egress as shown on a plan entitled Easement Plan Newburyport, Mass. prepared for Sandra Jean Kubik, dated October 1987, Scale 1"=10' and prepared by Pembroke Land Survey Company, Salem New Hampshire, and recorded with the Essex South District Registry of Deeds in Plan Book 236 Plan 29.

For title to Teckla Limited Liability Company see deed recorded with the Essex South District Registry of Deeds in Book 14791 page 138.

WITNESSED this 4th day of January, 1999

TECKLA LIMITED LIABILITY COMPANY

by:

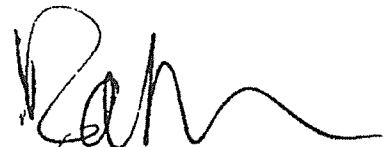
  
Clive R. Lee, Manager

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

January 4, 1999

then personally appeared the above named Clive R. Lee, Manager, and acknowledged the foregoing instrument to be the free act and deed of the Teckla Limited Liability Company, before me,



NOTARY PUBLIC

my comm. expires: 11/25/99

Box 60

25

RETURN TO:  
O'FLAHERTY LAW OFFICES  
104 State Street  
Newburyport, Massachusetts 01950  
FILE # 0-11,655 RE

01/27/99 3:11 inst. 876  
BK 15431 PG 233

REVOCATION OF TRUST

10  
"Arthur J. Hewett, M.D., Realty Trust of June 21, 1976"

I, ARTHUR J. HEWETT, D.P.M., being the Donor and the Trustee of the "Arthur J. Hewett, M.D., Realty Trust of June 21, 1976", pursuant to the power vested in me pursuant to Article Eighth of said Declaration of Trust dated June 21, 1976 and recorded with Essex South District Registry of Deeds in Book 6251, Page 454, hereby revoke said trust in its entirety.

WITNESS my hand and seal this 18<sup>th</sup> day of January, 1999.

Arthur J. Hewett D.P.M.  
Arthur J. Hewett, D.P.M., as Donor and Trustee

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

January 18, 1999

Then personally appeared the above-named ARTHUR J. HEWETT, Donor and Trustee, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me,

Frankie B. Lallemand  
Notary Public  
My Commission Expires: 11-25-99



COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

ESTATE OF MARGARET L. HEWETT

AFFIDAVIT REGARDING ESTATE TAXES  
M.G.L. c. 65C, Section 14(a)

I, Arthur J. Hewett, being duly sworn, do depose and say that:

1. I am the person in actual or constructive possession of property of the Decedent, qualified as a person entitled to give this affidavit.
2. At the time of her death, the Decedent owned an interest in real estate situated at 132 High Street, Newburyport, Essex County, Massachusetts, as more particularly described in a certain deed from Arthur J. Hewett, D.P.M., Trustee of the Arthur J. Hewett, M. D. Realty Trust to Arthur J. Hewett and Margaret L. Hewett dated October 6, 1998 and recorded in the Essex County Registry of Deeds at Book 15177, Page 586.
3. The gross estate of the decedent does not necessitate a federal estate tax filing.
4. This affidavit is given pursuant to and in accordance with the provisions of Massachusetts General Laws Chapter 65C, Section 14(a).

Signed under the pains and penalties of perjury this 25<sup>th</sup> day of February, 2003.

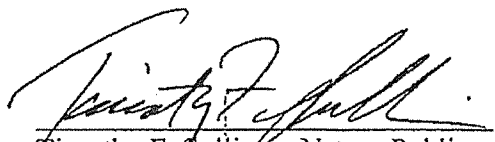
  
Arthur J. Hewett

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

February 25, 2003

Then personally appeared the above-named Arthur J. Hewett as aforesaid, and made oath that the foregoing statement is true and acknowledged the foregoing to be his free act and deed, before me,

  
Timothy F. Sullivan, Notary Public  
My commission expires: 1/27/06

TIMOTHY F. SULLIVAN  
ATTORNEY AT LAW  
246 HIGH STREET  
NEWBURYPORT, MA 01950  
FOR USE BY



The Commonwealth of Massachusetts

STANDARD CERTIFICATE OF DEATH  
REGISTRY OF VITAL RECORDS AND STATISTICS

294

REGISTERED NUMBER

STATE USE ONLY

PHYSICIANS AND  
MEDICAL EXAMINERS

STATE USE ONLY
4c Hosp
5 Type
6 Hsp Race
10 Age
15 Resid
15 Out-State
23 Disp
31-32 Autop
34 Manner
35c Work Inj
35f Place
38-37 Cert
40a Pron

DECEDENT

INFORMANT

DISPOSITION

CERTIFIER

DECEDENT - NAME Margaret L. Hewett		SEX Fem	DATE OF DEATH (Mo., Day, Yr.) Nov. 14, 2002
PLACE OF DEATH (City/Town): Newburyport		COUNTY OF DEATH Essex	HOSPITAL OR OTHER INSTITUTION - Name (If not in either, give street and number) Anna Jaques Hospital
PLACE OF DEATH (Check only one): HOSPITAL: <input type="checkbox"/> Inpatient <input checked="" type="checkbox"/> XERO (Outpatient) <input type="checkbox"/> DOA		OTHER <input type="checkbox"/> Nursing Home <input type="checkbox"/> Residence <input type="checkbox"/> Other (Specify)	IF US WAR VETERAN SPECIFY WAR
WAS DECEDENT OF HISPANIC ORIGIN? (If yes, Specify Puerto Rican, Dominican, Cuban, etc.) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		RACE (e.g. White, Black, American Indian, etc.) (Specify) White	DECEDENT'S EDUCATION (Highest Grade Completed) Elementary Sec (0-12) <input type="checkbox"/> College (1-4, 5-) 12
AGE - Last Birthday (Yrs.) 78	UNDER 1 YEAR MOS. DAYS	UNDER 1 DAY HOURS MINS	DATE OF BIRTH (Mo., Day, Yr.) Oct. 4, 1924
MARRIED, NEVER MARRIED WIDOWED OR DIVORCED Married		LAST SPOUSE (If wife, give maiden name) Arthur J. Hewett	USUAL OCCUPATION (Prior - If Retired) Dispatcher
RESIDENCE - NO. & ST., CITY/TOWN, COUNTY, STATE/COUNTRY 34 Moulton Street, Newburyport, Essex, MA		ZIP CODE 01950	
FATHER - FULL NAME Clinton S. Nason		STATE OF BIRTH (If not in US, name country) MA	MOTHER - NAME (GIVEN) (MAIDEN) Anna Cronin
STATE OF BIRTH (If not in US, name country) MA		RELATIONSHIP Husband	
INFORMANT'S NAME Arthur J. Hewett, 34 Moulton St., Newburyport, MA 01950		MAILING ADDRESS - NO. & ST., CITY/TOWN, STATE, ZIP CODE 34 Moulton St., Newburyport, MA 01950	
23 METHOD OF IMMEDIATE DISPOSITION <input checked="" type="checkbox"/> BURIAL <input type="checkbox"/> CREMATION <input type="checkbox"/> ENTOMBMENT <input type="checkbox"/> REMOVAL FROM STATE <input type="checkbox"/> DONATION <input type="checkbox"/> OTH. SPEC.		FUNERAL SERVICE LICENSEE OR OTHER DESIGNEE Richard A. LeBlanc	
PLACE OF DISPOSITION (Name of Cemetery, Crematory or other) St. Mary's Cemetery		LOCATION (City/Town, State) Newburyport, MA	
DATE OF DISPOSITION (Mo., Day, Yr.) Nov. 18, 2002		NAME AND ADDRESS OF FACILITY OR OTHER DESIGNEE Twomey LeBlanc FH, Newburyport, MA 01950	
29 PART I - Enter the diseases, injuries, or complications that caused the death. Do not use only the mode of dying, such as cardiac or respiratory arrest, shock or heart failure. List only one cause on each line (a through d) PRINT OR TYPE LEGIBLY. IMMEDIATE CAUSE (Final disease or condition resulting in death) a. <u>Cardiopulmonary Arrest</u>		Approximate Interval Between Onset and Death Seconds	
b. <u>Gastrointestinal Bleed</u>		Days	
c. <u>Metastatic Cancer</u>		Months	
d. _____			
PART II - Other significant conditions contributing to death but not resulting in underlying cause given in Part I		WAS AUTOPSY PERFORMED? (Yes or No) NO	
30 MED. EXAM. NOTIFIED? (Yes or No) NO		31 DATE OF INJURY (Mo., Day, Yr.)	
32 MANNER OF DEATH <input checked="" type="checkbox"/> NATURAL <input type="checkbox"/> HOMICIDE <input type="checkbox"/> COULD NOT BE DETERMINED <input type="checkbox"/> ACCIDENT <input type="checkbox"/> SUICIDE <input type="checkbox"/> PENDING INVESTIGATION		33 TIME OF INJURY	
34 DESCRIBE HOW INJURY OCCURRED		35 LOCATION (No. & St., City/Town, State)	
36a To the best of my knowledge, death occurred at the time, date, and place and due to the cause(s) stated. (Signature and Title) <u>[Signature]</u> MD		37a On the basis of date, and place (Signature and Title) DATE SIGNED (Mo., Day, Yr.) 02/28/2003 10:48:00 OTHER Pg 1/1	
36b DATE SIGNED (Mo., Day, Yr.) November 14, 2002		36c HOUR OF DEATH 5:45 P M	
36d NAME AND ADDRESS OF CERTIFYING PHYSICIAN OR MEDICAL EXAMINER (Type or Print) ERIC FRENCH MD, 25 Highland Ave, Newburyport, MA		37b PRONOUNCED DEAD (Mo., Day, Yr.)	
37c PRONOUNCED DEAD (Hr.)		37d LICENSE NO. OF CERTIFIER 81871	
38 WAS THERE A PRONOUNCEMENT FORM? (Yes or No) NO		40d NAME OF PRONOUNCER	
40a DATE BURIAL PERMIT ISSUED November 15, 2002		RECEIVED IN THE CITY/TOWN OF Newburyport CLERK'S SIGNATURE <u>[Signature]</u>	
41 SIGNATURE-BO. OF HEALTH AGENT MARK Tolmivi Director		DATE OF RECORD Nov. 18, 2002	

Pronouncement of Death Form (R-302) on File:

PERMANENT BLACK INK ONLY

R-301-01

A TRUE COPY ATTEST

John F. Mak, City Clerk  
Newburyport, Massachusetts

28

TIMOTHY F. SULLIVAN  
ATTORNEY AT LAW  
246 HIGH STREET  
NEWBURYPORT, MA 01950

2003032400766 Bk:20417 Pg:509  
03/24/2003 10:50:00 DEED Pg 1/2

QUITCLAIM DEED

Property Address: 132 High Street, Newburyport, MA

I, ARTHUR J. HEWETT of Newburyport, Essex County, Massachusetts

for nominal consideration paid,

grant to ARTHUR J. HEWETT of 34 Moulton Street, Newburyport, Essex County, Massachusetts, JULIE A. COLE of 2523 Pine Tree Lane, Rocky Mount, North Carolina, and MARY ELLEN McLEOD of 43 Phillips Drive, Newburyport, Essex County, Massachusetts, as joint tenants with rights of survivorship

with *Quitclaim Covenants*

My undivided one-quarter interest in and to the land, together with the buildings thereon, situate in said Newburyport, and now numbered 132 High Street, bounded and described as follows:

SOUTHWESTERLY by High Street, there measuring about 65 feet;

NORTHWESTERLY by land formerly of Charles H. Coffin, now of Kimball, there measuring about 110 feet;

NORTHEASTERLY by land now or formerly of Hoyt, there measuring about 65 feet;

SOUTHEASTERLY by land formerly of Worcester, there measuring about 110 feet.

Being the same premises conveyed in deed of Arthur J. Hewett, D.P.M., Trustee to Arthur J. Hewett and Margaret L. Hewett dated October 6, 1998 and recorded with Essex South District Registry of Deeds, Book 15177, Page 586. Said Margaret L. Hewett having died February 14, 2002.

**NO TITLE EXAMINATION REQUESTED OR PERFORMED.**

WITNESS my hand and seal this 18<sup>th</sup> day of March, 2003.

Timothy F. Sullivan  
Witness

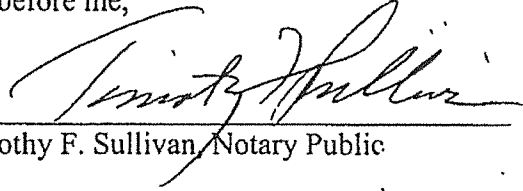
Arthur J. Hewett  
Arthur J. Hewett

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

March 18, 2003

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



Timothy F. Sullivan, Notary Public

My commission expires: January 27, 2006

APP / 1/10

✓✓✓✓✓

ENTRY FEE PAID  
ESSEX PROBATE COURT

For Petitioner:

Docket No. 02P0176-EP1

E Douglas Bolick

Hewett

8 Court Street, Newburyport 01950

**Probate of Will**

Tel. No. (978) 465-8335

**With/Without Sureties**

For Respondent:

**Petition + Degree** JAN 18 2002

\_\_\_\_\_

Filed \_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_

Citation Issued Feb 21 19 2002

Tel. No. \_\_\_\_\_

Returnable Mar 25 19 2002 12

Publication in the \_\_\_\_\_

Allowed May 1 19 02  
E.D.B. D. 15-7-02

Recorded Vol. \_\_\_\_\_ Page \_\_\_\_\_

*Mypx  
D.N.*

*temp all Jan 25, 2002  
E.D.B. D.I. 2-7-02*

01/25/02SUSC 8759A000

**Instructions**

Refer to Massachusetts General Laws Chapter 192.

*W 11-21-2001 (3pgs)*

*BWO*

01/25/02FR08 8759A000

APP/ML

Commonwealth of Massachusetts  
The Trial Court  
Probate and Family Court Department

Docket No. 02P0176EPI

Essex Division

Probate of Will ~~With~~ Without Sureties

Name of Decedent Edward A. Hewett  
Domicile at Death 4 Court Street Newburyport Essex MA 01950  
(Street and No.) (City or Town) (County) (Zip)  
Date of Death December 13, 2001 34 Trailside Lane  
Name and address of Petitioner(s) Ellen Marie Hewett, (P.O. Box 172), Francestown, NH  
03043  
Status daughter

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

Name	Residence (minors and incompetents must be so designated)	Relationship
✓ Ellen Hewett	P.O. Box 172, Francestown, NH 03043	daughter
✓ Sheila Cutner	439 E 51st St #3A, New York, NY 10022	daughter
✓ Elizabeth LaBua	1210 Leeds Terrace, Baltimore, MD 21227	daughter
✓ Thomas Hewett	c/o Robert Hallisey, 37 Johnson St, Newburyport, MA 01950	son
✓ Edward Hewett	369 Sleepy Hollow Road, Briarcliff, NY 10510	son
✓ Ernest Hewett	1280 Trapello Road, Waltham, MA 02154	son
✓ John Hewett	4 Court Street, Newburyport, MA 01950	son

That said deceased left a will — ~~and codicil(s)~~ — herewith presented, wherein your petitioner(s) is/are named execut or - temporary and permanent and wherein the testator had requested that your petitioner(s) be exempt from giving surety on his/her/their bond(s) in both capacities.

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

Wherefore your petitioner(s) pray(s) that said will — ~~and codicil(s)~~ — may be proved and allowed, and that ~~he/she/they~~ be appointed execut or <sup>temporary</sup> thereof, ~~with~~ without surety on his/her/their bond(s) and certifies under the penalties of perjury that the statements herein contained are true to the best of his/her/their knowledge and belief.

Date December 20, 2001

Signature(s) Ellen Marie Hewett

The undersigned hereby assent to the foregoing petition and to the allowance of the will without testimony.

Elizabeth LaBua  
John R. Hewett

DECREE

All persons interested having been notified in accordance with the law or having assented and no objections being made thereto, it is decreed that said instrument(s) be approved and allowed as the last will and testament of said deceased, and that said petitioner(s): Ellen Marie Hewett of Francestown in the State of New Hampshire and ~~XXXXXX~~

execut rix thereof, first giving bond with out sureties for the due performance of said trust.

Date 5/1/02

John C. Stever  
JUSTICE OF THE PROBATE AND FAMILY COURT

32

## LAST WILL AND TESTAMENT

I, EDWARD A HEWETT of Newburyport, Essex County, Massachusetts, state that this is my last Will and Testament, hereby revoking all previous Wills and Codicils made by me.

1. Executor. I appoint my daughter Ellen Marie Hewett as Executor and Temporary Executor of this Will and my son Edward A Hewett, Jr as substitute therein. Neither shall have to give surety on his or her bond.
2. Executor's Powers. In order that my Executor may expeditiously administer and carry out the provisions of my Will, I grant her full power to sell and all those Statutory Optional Fiduciary Powers pursuant to Chapter 184B, Section 2, Massachusetts General Laws.
3. Personal Property. I give and bequeath to my Executor, in trust, all my tangible personal property, to be sold and the proceeds added to my residuary estate, or to be distributed among my issue, family and friends, or a combination of the two, as my Executor may deem appropriate. I may leave a memorandum stating my wishes with respect to disposition of certain of these articles of tangible personal property, but such memorandum will be simply an expression of my wishes and shall not create any obligation nor shall it be offered for probate as a part of this Will.
4. Jointly Held Property. I confirm my intention that my interest in all personal property, tangible or intangible, which is registered or held at the time of my death jointly in the names of myself and any other person or organization as joint tenants, shall pass by survivorship or operation of law and



outside the terms of this Will to such other person, if he survives me, or to such organization or its successor in interest. To the extent that my intention may be defeated by any rules of law, I bequeath my interest in all such property to such other person or organization or its successor in interest.

5. Omitted Heir. I have in mind my son Arthur Thomas Hewett, but having sufficiently provided for him in the past, I hereby bequeath him the sum of one dollar.

6. Remaining Estate. All the rest, residue and remainder of my property, whether real, personal or mixed, of whatever character and wherever situate, of which I may die seized or possessed or in any manner entitled, I give, devise and bequeath to my surviving children other than Arthur Thomas Hewett in equal shares, and should a child predecease me, his share shall go to his children in equal shares..

7. Spendthrift Provision. No portion of any income or principal payable to any beneficiary under this Will shall be subject to alienation by the beneficiary in advance of receipt by assignment, pledge, sale, transfer or otherwise, nor shall such income or principal or any part thereof be subject to the interference or control of any creditors, or be liable for or be subject to the debts, liabilities, torts, or other obligations of any beneficiary, or be subject to attachment or bankruptcy proceedings or any other legal process whatsoever.

8. Taxes/Debts. I direct that all of my just debts, funeral expenses, costs of administration of my estate, and all taxes, including any interest or penalty thereon, which may become due by reason of

A handwritten signature in black ink, appearing to be a stylized 'A' or 'H' with a vertical line through it, enclosed in a circle.

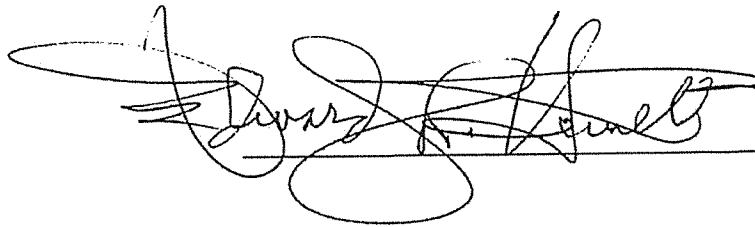


my death, and all income taxes payable by my estate, shall be paid out of the general assets of my estate.

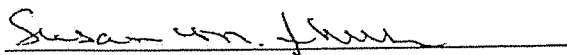
9. Construction.

- A. Except where the context otherwise requires, wherever in this Will words are used in one gender, they shall be construed to include the other gender.
- B. Any adopted child shall be treated as a child of the blood of the adopting parents.
- C. If any legatee or devisee should be a minor, then his or her legacy or devise shall be held by a custodian under the Uniform Transfers to Minors Act.

I, the undersigned Testator, do hereby declare that I sign and execute this instrument as my last Will and Testament, that I sign it willingly in the presence of each of the belowsaid witnesses, and that I execute it as my free and voluntary act for the purposes herein expressed.

 11/21/01

We, the undersigned witnesses, each do hereby declare in the presence of the aforesaid Edward A Hewett, Testator that he signed and executed this instrument as his last Will and Testament in the presence of each of us, that he signed it willingly, that each of us hereby signs this Will as witness in the presence of the Testator, and to the best of our knowledge he is eighteen years of age or over, of sound mind, and under no constraint or undue influence.





CITY of NEWBURYPORT  
Commonwealth of Massachusetts

United States of America

FEB 17 11 53 AM '02

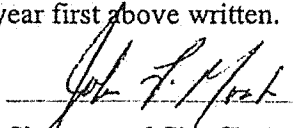
**CERTIFICATE OF DEATH**

DECEMBER 18, 2001

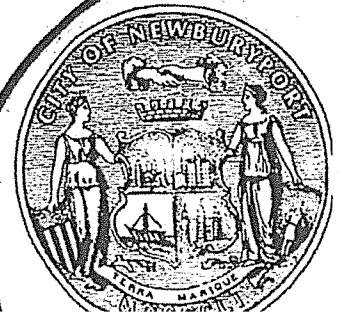
Date of Death ..... DECEMBER 13, 2001  
 Name of Deceased ..... EDWARD A. HEWETT  
 Maiden Name of Deceased .....  
 Husband or Wife of Deceased ..... JUNE M. SHEPARD  
 Gender: ... MALE      Color: WHITE      Marital Status ..... WIDOWED  
 Age: ..... 73      Date of Birth..... DECEMBER 10, 1928  
 Residence ..... 4 COURT STREET, NEWBURYPORT, MA  
 Occupation ..... INSPECTOR  
 Social Security..... 034-26-7902      If Veteran ..... KOREAN  
 Disease or Cause of Death ..... MYOCARDIAL INFARCTION, CORONARY ARTERY DISEASE,  
 RECENT CORONARY ARTERY BYPASS SU  
 Place of Death ..... ANNA JAQUES HOSPITAL, NEWBURYPORT  
 Type of Disposition ..... BURIAL  
 Name of Cemetery ..... ST. MARY'S CEMETERY  
 Place of Disposition ..... NEWBURYPORT, MA  
 Place of Birth ..... NEWBURYPORT, MA  
 Name of Father ..... ARTHUR J. HEWETT, SR.  
 Name of Mother..... LUCY KELLEY  
 Birthplace of Father..... MA  
 Birthplace of Mother..... MA  
 Date of Record ..... DECEMBER 14, 2001  
 Record Number ..... 317

I, John F. Moak, above named, depose and say, that I hold the office of City Clerk of the City of Newburyport, in the County of Essex and Commonwealth of Massachusetts; That the Records of Births, Marriages, and Deaths in said City are in my Custody, and that the above is a true extract from the Records of DEATH in said City, as certified by me.

Witness my hand and Seal of said City of Newburyport  
on the day and year first above written.

  
 \_\_\_\_\_  
 Signature of City Clerk / Asst. Clerk

Seal



Commonwealth of Massachusetts  
The Trial Court  
Probate and Family Court Department

Essex Division

Docket No. 02P0176EP1

( X ) without

Bond of Executor  
(type of fiduciary)

( ) with Personal Surety

( ) with Corporate Surety

Name of Estate Edward A. Hewett

Name and Address of Fiduciary Ellen Marie Hewett, P.O. Box 172, Frankestown, NH 03043

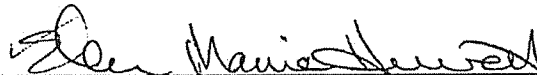
Estimated Real Estate \$1,693,000.00

Estimated Personal Estate \$40,000.00

Penal Sum of Bond, (if applicable) \_\_\_\_\_

I, ~~we~~, the undersigned fiduciary accept appointment as Executor  
and stand bound — in the aforesaid penal sum — with the undersigned surety or sureties — (if applicable) to per-  
form the statutory conditions of said bond and declare the above estimate to be to my — our best knowledge and  
belief.

Date 12/20/01

  
Signature of Fiduciary — Principal

(complete below only if this is a bond with personal sureties)

We, the undersigned, as sureties, stand bound jointly and severally in the aforesaid penal sum to perform the  
statutory condition.

Personal Surety's Name and Address \_\_\_\_\_

Signature \_\_\_\_\_

Personal Surety's Name and Address \_\_\_\_\_

Signature \_\_\_\_\_

The above sureties are in my opinion sufficient.

Signature \_\_\_\_\_

Office \_\_\_\_\_

City or Town \_\_\_\_\_

(complete below only if this is a Surety Company Bond)

We, the undersigned surety company, a corporation duly organized by law under the state of \_\_\_\_\_  
and having a usual place of business in \_\_\_\_\_

(Massachusetts address)

stand bound as surety, in the aforesaid penal sum, to perform the statutory condition.

Corporate Surety (name) \_\_\_\_\_

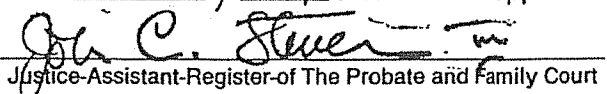
by \_\_\_\_\_

Signature and Title \_\_\_\_\_

\_\_\_\_\_, ss. \_\_\_\_\_



12 07 examined and approved.

  
Justice-Assistant-Register-of The Probate and Family Court

26

FILED APR 14 2005

Commonwealth of Massachusetts  
The Trial Court  
Probate and Family Court Department

ESSEX Division

Docket No. 02P 0176-EP1

INVENTORY

To Ellen Marie Hewett  
of Francestown in the State of New Hampshire  
~~Administrator/Administratrix~~ ~~Executor/Executrix~~ Temporary Trustee ~~Guardian~~ ~~Conservator~~ ~~Receiver~~

YOU are directed to appraise, under the penalties of perjury, the estate and effects of

Edward A. Hewett late of Newburyport

which may be in said Commonwealth; and return to the Probate Court for said County of Essex

James Corey O'Brien  
Register of Probate Court

Pursuant to the foregoing order to inventory said estate is appraised as follows:

Amount of Personal Estate, as per schedule exhibited, \$ 97,369.93

Amount of Real Estate, as per schedule exhibited, \$1,579,003.60

I ~~WE~~ Ellen Marie Hewett  
the ~~trustee~~ ~~administrator/administratrix~~ ~~executor/executrix~~ ~~guardian~~ ~~conservator~~ ~~receiver~~, of  
the estate of said deceased, certify under the penalties of perjury that the foregoing is a true and perfect inventory  
of all the estate of the within named that has come to ~~my~~ possession or knowledge, and sets forth the  
actual market values of the various items thereof ascertained by ~~me~~ to the best of ~~my~~  
knowledge, information and belief.

4/12/2005

Ellen Marie Hewett


Date(s)

Signature(s)

Estate of Edward A. Hewett  
Docket No. 02P 0176-EP1

INVENTORY

Schedule of Real Estate

<u>DESCRIPTION</u>		<u>VALUE</u>
<b>129 State Street, Newburyport, MA, Book 10039, Page 249, Essex South District Registry of Deeds</b>		
Fair Market Value, per appraisal	\$ 315,000.00	
Subject to mortgage at the Newburyport Five Cents Savings Bank with a principal amount as of date of death of	<u>\$ 42,974.00</u>	\$ 272,026.00
<b>34 Dove Street/8 Munroe Street, Newburyport, MA, Book 4812, Page 171, Essex South District Registry of Deeds</b>		
Fair Market Value, per appraisal	\$ 285,000.00	
Subject to a Line of Credit at the First & Ocean National Bank with a principal amount as of date of death of	<u>\$ 15,155.43</u>	\$ 269,844.57
<b>Four Court Street, Newburyport, MA, Book 6934, Page 698, Essex South District Registry of Deeds</b>		
Fair Market Value, per appraisal	\$ 450,000.00	
Subject to a Line of Credit at the First & Ocean National Bank with a principal amount as of date of death of	\$ 66,197.97	
Subject to mortgage at the Newburyport Five Cents Savings Bank with a principal amount as of date of death of	<u>\$ 12,569.00</u>	\$ 371,233.03
<b>Two Court Street, Newburyport, MA, Book 6934, Page 698, Essex South District Registry of Deeds</b>		
Fair Market Value, per appraisal		\$ 204,200.00
 <b>1/4 Interest in 132 High Street, Newburyport, MA, Book 15177, Page 586, Essex South District Registry of Deeds</b>		

Estate of Edward A. Hewett  
Docket No. 02P 0176-EP1

**INVENTORY**

Schedule of Real Estate

Fair Market Value, per appraisal \$ 93,700.00

**1/4 Interest in 36 High Street,  
Newburyport, MA, Book 9481, Page  
341, Essex South District Registry of  
Deeds**

Fair Market Value, per appraisal \$ 78,000.00

**34 High Street, Newburyport, MA,  
Book 10039, Page 250, Essex South  
District Registry of Deeds**

Fair Market Value, per appraisal \$ 290,000.00

**TOTAL VALUE REAL ESTATE \$1,579,003.60**

103-00

For Petitioner: Gill Haley Murphy, Esq.  
65 State St P.O. Box 332  
Newburyport, MA 01950

Docket No. \_\_\_\_\_

Account

**FILED SEP 14 2005**

Filed \_\_\_\_\_ 20

U.O.N. Citation Issued Sept 30 20 05

Returnable Nov 14 20 05

Allowed Nov 30 20 05

30

Tel No. \_\_\_\_\_

For Respondent: \_\_\_\_\_

Tel. No. \_\_\_\_\_

Publication in the \_\_\_\_\_

Recorded Vol. \_\_\_\_\_ Page \_\_\_\_\_

See # 35

nb

Refe

ref

**Commonwealth of Massachusetts**  
**The Trial Court**  
**Probate and Family Court Department**

Essex Division

Docket No. 02P0176-EP1

**Judgment**

Estate of Edward A. Hewett

At the Probate and Family Court held at Salem

in and for said County, on November 30, 20 05.

The First and Final account(s) of Ellen Marie Hewett,

as Executrix under the Will of

of the estate of Edward A. Hewett

(late) of Newburyport (city or town) \_\_\_\_\_ (county) \_\_\_\_\_ (zip)

The said account(s) of said, Ellen Marie Hewett

\_\_\_\_\_ having been presented for allowance, and certified by the accountant — ~~and~~

~~the guardian ad litem~~ — and all persons interested — having been duly notified — ~~having consented thereto in writ-~~

~~ing~~, and no objections being made thereto, and the same having been examined and considered by the Court.

It is ordered and adjudged that said account(s) be allowed.

Date November 30, 2005

John C. Stever  
Justice of the Probate and Family Court

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FIDUCIARY DEED

Ellen Marie Hewett, Executrix of the Estate of Edward A. Hewett, Essex Probate #02P01776EP1 by the power conferred by his Will and every other power

1/4

of Francestown, New Hampshire 03043

County, Massachusetts

in consideration of Seventy eight thousand two hundred nineteen dollars (\$78,219.00)

grants to Ellen Hewett and Ernest Hewett



of 132 High Street, Newburyport, Essex County, MA with quitclaim covenants to the bank in

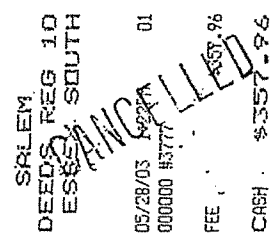
All of the right, title and interest of the decedent (Edward A. Hewett) in the following described parcel of realty; the land with the buildings thereon at 132 High Street, bounded and described as follows:

The land in Newburyport in the County of Essex, with the buildings thereon, situate on High Street, and bounded and described as follows, viz:-

Southwesterly by High Street, there measuring about sixty-five feet; Northwesterly by land formerly of Charles H. Coffin, now of Kimball, there measuring about one hundred ten feet; Northeasterly by land of Hoyt, there measuring about sixty-five feet; Southeasterly by land formerly of Worcester there measuring about one hundred ten feet.

For my title reference see Estate of Edward A. Hewett, Probate #02P01776EP1. Also, see deed from Arthur J. Hewett to Lucy M. Hewett recorded with the Essex South District Registry of Deeds, Book 2920, Page 476. Also, see estate of Lucy M. Hewett, Essex County Probate #175988.

Property: 132 High Street  
Address: Newburyport, Essex County, MA 01950



Executed as a sealed instrument this 23rd day of May, 2003

Richard J. Kelleher

Ellen Marie Hewett  
Ellen Marie Hewett, Executrix

The Commonwealth of Massachusetts

Essex, ss. May 23, 2003

Then personally appeared the above named Ellen Marie Hewett, Executrix

and acknowledged the foregoing instrument to be her act and deed,

Before me, Richard J. Kelleher  
Notary Public

My commission expires

1/3/08

42

ant3



No. 250905

0.

E

1000, Edward is the

of Harvard Drive

Madison

W. T.

*Stewart, Anthony*

*Sty*

ADMINISTRATION.  
(WITH SURETIES)  
PETITION — DECREE

**FILED**

MAR 23 1956

Returnable \_\_\_\_\_ 19

Allowed *January 27 1955* 60

For Petitioner:

Dominic P. Curran

Haverhill, Massachusetts

ENTRY FEE PAID

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

RESPECTFULLY represents Mary E. Hewett and Arthur J. Hewett, Jr., ✓  
of Newbury in the County of Essex  
that Arthur J. Hewett

who last dwelt in Newbury in said County of Essex,  
died on the 25th day of February  
in the year of our Lord one thousand nine hundred and fifty-six intestate, possessed  
of goods and estate \_\_\_\_\_ remaining to be  
administered, leaving as widow ~~husband~~ his only heirs-at-law and next of kin the persons  
whose names, residences and relationship to the deceased are as follows: viz.:

NAME.	RESIDENCE	RELATIONSHIP.
<u>Mary E. Hewett</u>	<u>Newbury, Mass.</u>	<u>wife</u> ✓
<u>Edward A. Hewett</u>	<u>Newbury, Mass.</u>	<u>son</u> ✓
<u>Arthur J. Hewett, Jr.</u>	<u>Newbury, Mass.</u>	<u>son</u> ✓
<u>Julia A. Cole</u>	<u>Haddonfield, N.J.</u>	<u>daughter</u> ✓
<u>Mary Ellen Hewett</u>	<u>Newbury, Mass.</u>	<u>daughter</u> ✓

that your petitioners ~~is~~ are requested to serve \_\_\_\_\_

Wherefore your petitioner s pray that they, or some other suitable person, be appointed  
administrators of the estate of said deceased, and certify that the statements herein  
contained are true to the best of their knowledge and belief.

Dated this 16th day of March A. D. 19 56 .

MAILING ADDRESS

6 Green Street  
Newbury, Massachusetts

*Mary E. Hewett*  
*Dr. Arthur J. Hewett, Jr.*

Essex, ss.: Subscribed and sworn to this 16th  
day of March A. D. 19 56 .

Before me,

*Dominic P. Curran* Justice-of-the-Peace.  
Notary Public.

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

*Edward A. Hewett*  
*Arthur J. Hewett, Jr.*  
*Mary E. Hewett*

*Julia A. Cole*  
*Mary Ellen Hewett*

COMMONWEALTH OF MASSACHUSETTS

Docket No. 250905

ESSEX, SS.

At a Probate Court holden at Salem in and for said County of Essex, on the twenty-seventh day of March in the year of our Lord one thousand nine hundred and fifty-six

THE petition of Mary E. Hewett and Arthur J. Hewett, junior, both of Newbury in the County of Essex praying that they, or some other suitable person be appointed administrators of the estate of Arthur J. Hewett

late of Newbury in said County of Essex,

deceased, intestate, having been considered, and it appearing that the petitioner ~~is the husband~~ <sup>and</sup> are the widow ~~of one~~ of the next of kin of said deceased ~~have assented thereto,~~ <sup>and the other next of kin having assented thereto</sup>

~~and that all persons interested have had due notice according to the order of the Court,~~ no person objecting thereto.

IT IS DECREED that said petitioner be appointed administrators of said estate, first giving bond with sufficient sureties for the due performance of said trust.

John V. Phelan Judge of Probate Court.

No. 250905

Hewett Arthur J. <sup>By</sup>  
ADMINISTRATOR'S INVENTORY

No. 250905

*Hewett Arthur J. By*  
ADMINISTRATOR'S BOND  
(WITH SURETIES.)

Approved *March 27, 1956*

Rec. Vol. 1237 Page 268

FILED  
AUG 7 - 1957

FILED  
MAR 23 1956

Register Excused from Mailing  
Gen. Laws Chap. 217, Sec. 16  
JOSEPH P. HEALEY  
Commissioner of Corporations  
and Taxation

Appraisers Suggested  
(Must be disinterested.)

Mary E. Curran  
of Haverhill, Massachusetts

of \_\_\_\_\_

of \_\_\_\_\_

ENTRY FEE PAID

We, <sup>our</sup> Mary E. Hewett and Arthur J. Hewett, Jr., the within-named administrators, declare that to the best of <sup>our</sup> knowledge and belief, the estate and effects of the within-named deceased do not exceed in value the following-mentioned sums, viz.:

Real Estate, \$400.00  
Personal Estate, \$3500.00

[SIGN] *Arthur J. Hewett*

The sureties on the within bond are, in my opinion, sufficient.

*Domine G. Curran*  
Lawyer, of Haverhill, Massachusetts

\*Name \_\_\_\_\_ Office \_\_\_\_\_ City or Town \_\_\_\_\_

\* Some person who has reason for his opinion. City or Town officer preferred.

(The administrator must file the inventory in the Registry of Probate within three months after his appointment)

# COMMONWEALTH OF MASSACHUSETTS

## PROBATE COURT

ESSEX, SS.

To Mary E. Curran  
of Haverhill in the County of Essex

Greeting:

You are hereby appointed to appraise, on oath, the estate and effects of

Arthur J. Hewett

late of Newbury in said County of Essex, deceased,

which may be in said Commonwealth. When you have performed that service, you will deliver this order, with your doings in pursuance thereof, to

Mary E. Hewett and Arthur J. Hewett, junior

administrators of the estate

of said deceased, that they may return the same to the Probate Court for said County of Essex.

Witness my hand and the seal of said Court, this twenty-seventh day of March in the year of our Lord one thousand nine hundred and fifty-six

[Signature] Register of Probate Court.

Essex, ss. May 17, A. D. 1957 . Then the

above-named appraiser personally appeared and made oath that she would faithfully and impartially discharge the trust reposed in her by the foregoing order.

Before me,

[Signature: Dominic Plurran] Justice of the Peace  
Notary Public.

Pursuant to the foregoing order to me directed, I have appraised said estate as follows, to wit:

Amount of Personal Estate, as per schedule exhibited, . . . \$ 5293.88  
Amount of Real Estate, as per schedule exhibited, . . . \$ 300.00

[Signature: Mary E. Curran] }  
Appraiser .

Essex, ss. May 17 A. D. 1957 . Then personally appeared

Mary E. Hewett and Arthur J. Hewett, Junior the administrators of said estate, and made oath that the foregoing is a true and perfect inventory of all the estate of said deceased, that has come to their possession or knowledge.

Before me,

[Signature: Dominic Plurran] Justice of the Peace  
Notary Public.



6

No. 250905

*Hewett, Arthur*  
ADMINISTRATOR'S final ACCOUNT

**FILED**  
APR 23 1959

Returnable \_\_\_\_\_ 19

Allowed *May 7* 19 *59*

Rec. Book *26* Page *34*  
For the Accountant *5/7/59*

Dominic P. Curran

Haverhill, Massachusetts

Essex, ss.

June 7 A. D. 19 57 .

Then appeared the within-named  
Mary E. Hewett and Arthur J.  
Hewett, Junior  
and made oath that the within account is  
just and true. Before me,

*Dominic P. Curran*  
Justice of the Peace,  
Notary Public.  
My Commission expires  
May 17, 1963

ENTRY FILED

4

Form L 10.  
THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF CORPORATIONS AND TAXATION  
INHERITANCE TAX BUREAU  
18 TREMONT STREET, BOSTON 8

TO BE FILED IN PROBATE COURT

NO. *250905*  
ESTATE OF

*Arthur J. Hewett*  
COUNTY OF *Suffolk*

From such information as is now on file  
with me as Commissioner of Corporations  
and Taxation, it appears that under the  
provisions of Chapter 65 of the General  
Laws no legacy or succession tax is due  
Massachusetts on account of the property  
passing in the above entitled Estate.

*Robert T. Capelle*  
ROBERT T. CAPELLESS  
JOSEPH P. REAGAN  
Commissioner

By *Joseph P. Reagan*  
Notary Public  
**FILED**  
APR 21 1959

10m-5-58-922927

8  
21

NO ENV.

TERMINATION OF EASEMENT

We, Ellen Hewett and Ernest Hewett the owners of property situate at 132 High Street Newburyport, Essex County, Massachusetts 01950 and more fully described in a deed to us from Ellen Marie Hewett, Executrix of the Estate of Edward A. Hewett (Essex Probate #02P0176EP1) dated May 23, 2003 and recorded with the Essex South District Registry of Deeds in book 20899 page 233, and

only 1/4 interest

I, Michelle Gabaree Eudailey, the owner of property situate at Unit No. 1 -134-136 High Street Newburyport, Essex County, Massachusetts 01950 and more fully described in a deed to me from John A. Guertin and Lori H. Guertin dated October 20, 2002 and recorded with the Essex South District Registry of Deeds in book 19440 page 5, and

I, Jeannie M. Clay-Buiel, the owner of property situate at Unit No. 2 -134-136 High Street Newburyport, Essex County, Massachusetts 01950 and more fully described in a deed to me from William B. Scally and Cindy J. Frisby and recorded with the Essex South District Registry of Deeds in book 22767 page 374, and

I, Mathew B. Perry, the owner of property situate at Unit No. 3 -134-136 High Street Newburyport, Essex County, Massachusetts 01950 and more fully described in a deed to me from Laura L. RuizdeLuzuriago/Walta, Trustee of PAS Realty Trust dated March 31, 2003 and recorded with the Essex South District Registry of Deeds in book 20491 page 554, and

I, Andre T. Guay, the owner of property situate at Unit No. 4 -134-136 High Street Newburyport, Essex County, Massachusetts 01950 and more fully described in a deed to me from Ronald P. Guertin Trustee of 134-136 High Street Realty Trust dated September 27, 2000 and recorded with the Essex South District Registry of Deeds in book 16585 page 424, and

I, Kathleen S. Harrington, the owner of property situate at Unit No. 5 -134-136 High Street Newburyport, Essex County, Massachusetts 01950 and more fully described in a deed to me from Cassie Fay Blodgett dated January 15, 2003 and recorded with the Essex South District Registry of Deeds in book 19997 page 376, and

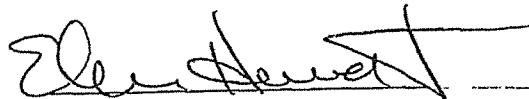


We, Timothy M. Roche and Karen M. Roche the owners of property situate at Unit No. 6 -134-136 High Street Newburyport, Essex County, Massachusetts 01950 and more fully described in a deed from Hare Newburyport Realty, LLC and recorded with the Essex South District Registry of Deeds in book 23038 page 435, and

Teckla Limited Liability Company the owner of property situate at 138-140 High Street Newburyport, Essex County, Massachusetts 01950 and more fully described in a deed from Clive R. Lee, Trustee of Teckla Realty Trust dated April 29, 1998 and recorded with the Essex South District Registry of Deeds in book 14791 page 138,

**HEREBY TERMINATE** the existing six (6) foot wide easement as shown on a plan of land entitled, "Easement Plan Newburyport, Mass. prepared for Sandra Jean Kubik", dated: October 1987, Scale: 1"=10' and prepared by: Pembroke Land Survey Company and duly recorded with the Essex South District Registry of Deeds in Plan Book 236 Plan 29

Executed as a sealed instrument this 8 day of July 2005.

  
Ellen Hewett

COMMONWEALTH OF MASSACHUSETTS

Essex, ss


On this 8th day of July 2005 before me, the undersigned notary public, personally appeared Ellen Hewett proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



Notary Public

My commission expires:

PATRICIA A. SOUCY  
Notary Public - Justice of the Peace  
My Commission Expires December 19, 2008

  
Ernest Hewett

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 6th day of July 2005 before me, the undersigned notary public, personally appeared Ernest Hewett proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



Notary Public

My commission expires:



ERIC F. DELAPENA  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires April 27, 2012

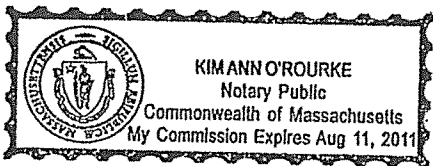
Executed as a sealed instrument this 6 day of July 2005.

*Michelle Gabaree Eudailey*  
Michelle Gabaree Eudailey

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 6 day of July 2005 before me, the undersigned notary public, personally appeared Michelle Gabaree Eudailey proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.



*Kim Ann O'Rourke*  
Notary Public Kim Ann O'Rourke  
My commission expires: August 11, 2011

Executed as a sealed instrument this 6 day of July 2005.

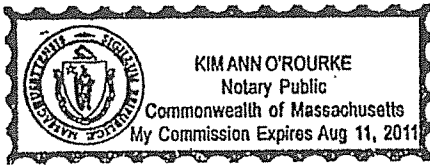
*Jeannie M. Clay-Buiel*  
Jeannie M. Clay-Buiel

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 6 day of July 2005 before me, the undersigned notary public, personally appeared Jeannie M. Clay-Buiel proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the

contents of the document are truthful and accurate to the best of her knowledge and belief.



Kim Ann O'Rourke  
Notary Public Kim Ann O'Rourke  
My commission expires: August, 11, 2011

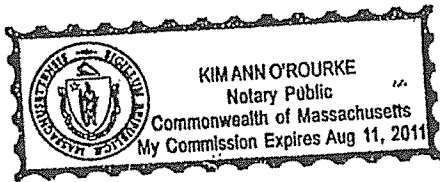
Executed as a sealed instrument this 6 day of July 2005.

Mathew B. Perry  
Mathew B. Perry

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 6 day of July 2005 before me, the undersigned notary public, personally appeared Mathew B. Perry proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.



Kim Ann O'Rourke  
Notary Public Kim Ann O'Rourke  
My commission expires: August 11, 2011

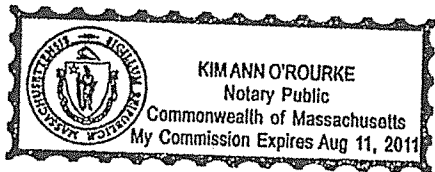
Executed as a sealed instrument this 6 day of July 2005.

Andre T. Guay  
Andre T. Guay

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 6 day of July 2005 before me, the undersigned notary public, personally appeared Andre T. Guay proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.



Kim Ann O'Rourke  
Notary Public  
My commission expires: August 11, 2011

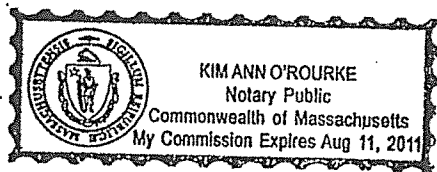
Executed as a sealed instrument this 6 day of July 2005.

Kathleen S. Harrington  
Kathleen S. Harrington

COMMONWEALTH OF MASSACHUSETTS

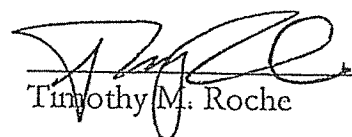
Essex, ss

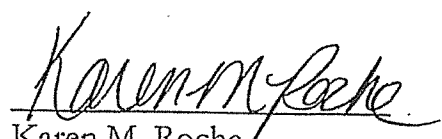
On this 6 day of July 2005 before me, the undersigned notary public, personally appeared Kathleen S. Harrington proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.



Kim Ann O'Rourke  
Notary Public  
My commission expires: August 11, 2011

Executed as a sealed instrument this 6 day of July 2005.

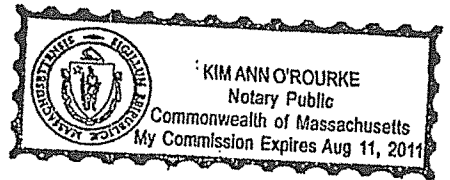
  
Timothy M. Roche

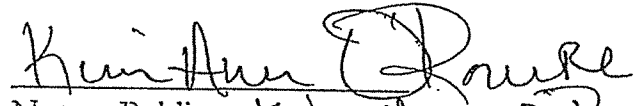
  
Karen M. Roche

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

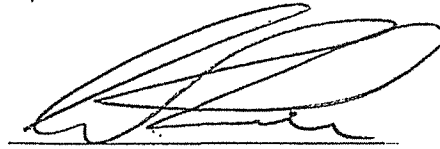
On this 6 day of July 2005 before me, the undersigned notary public, personally appeared Timothy M. Roche and Karen M. Roche proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.



  
Notary Public Kim Ann O'Rourke  
My commission expires: August 11, 2011

Executed as a sealed instrument this 6 day of July 2005.

Teckla Limited Liability Company

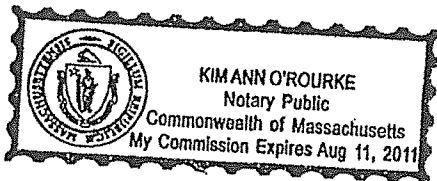


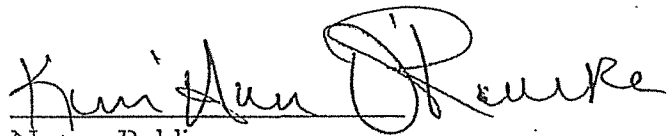
Clive R. Lee, Manager

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 6 day of July 2005 before me, the undersigned notary public, personally appeared Clive R. Lee, Manager of Teckla Limited Liability Company proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.



  
Notary Public

My commission expires: August 11, 2011

DEED

2005090800359 Bk:24807 Pg:349  
09/08/2005 12:34:00 DEED Pg 1/6

6  
125

We, Ellen Hewett and Ernest Hewett of 132 High Street Newburyport, Essex County, Massachusetts 01950 and Arthur J. Hewett of 34 Moulton Street Newburyport, Essex County, Massachusetts 01950 Julie A. Cole also known as Julia A. Cole of 2523 Pine Tree Lane Rocky Mount, North Carolina, and Mary Ellen McLeod formerly Mary Ellen Hewett of 43 Phillips Drive Newburyport, Essex County, Massachusetts 01950

in consideration of \$650,000.00

Grant to Teckla, LLC, a Massachusetts Limited Liability Company of 138-140 High Street Newburyport, Essex County, Massachusetts 01950

With QUITCLAIM COVENANTS

132 High Street Newburyport, Massachusetts 01950

the land together with the buildings thereon, situate in said Newburyport, and now numbered 132 High Street, bounded and described as follows:

SOUTHWESTERLY by High Street, there measuring about 65 feet;

NORTHWESTERLY by land formerly of Charles H. Coffin, now of Kimball, there measuring about 110 feet;

NORTHEASTERLY by land now or formerly of Hoyt, there measuring about 65 feet;

SOUTHEASTERLY by land formerly of Worcester, there measuring about 110 feet.

Meaning and intending to convey the property as described in two deeds to the Grantors recorded with the Essex South District Registry of Deeds in book 20417 page 509 and 20899 page 233.

box 60

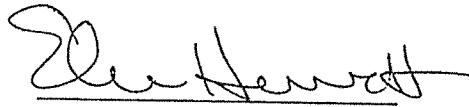
SALEM  
DEEDS REG 10  
ESSEX SOUTH  
09/08/05 12:37PM 01  
000000 \$57.5  
FEE \$2964.00  
CASH \$2964.00

CANCELLED

51



Executed as a sealed instrument this 12 day of August 2005.

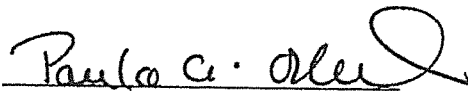


Ellen Hewett

COMMONWEALTH OF MASSACHUSETTS

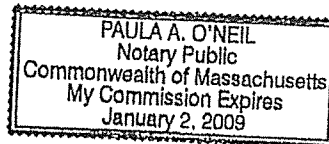
Essex, ss

On this 12 day of August 2005 before me, the undersigned notary public, personally appeared Ellen Hewett proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.



Notary Public

My commission expires:



Executed as a sealed instrument this 6<sup>th</sup> day of August 2005.

Ernest Hewett  
Ernest Hewett L

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

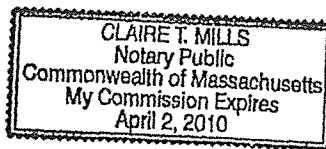
On this 6<sup>th</sup> day of August 2005 before me, the undersigned notary public, personally appeared Ernest Hewett proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Claire T. Mills

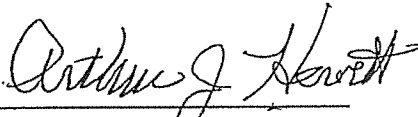
Notary Public

My commission expires:

April 2, 2010



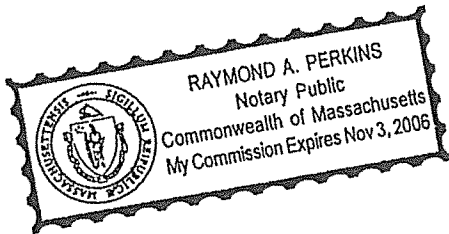
Executed as a sealed instrument this 15 day of August 2005.


  
Arthur J. Hewett

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 15 day of August 2005 before me, the undersigned notary public, personally appeared Arthur J. Hewett proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



  
\_\_\_\_\_  
Notary Public  
My commission expires:

Executed as a sealed instrument this 15 day of August 2005.

Julie A. Cole  
Julie A. Cole

STATE OF NORTH CAROLINA

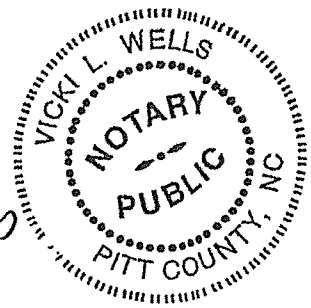
Nash, ss  
(County)

On this 15 day of August 2005 before me, the undersigned notary public, personally appeared Julie A. Cole proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Vicki L. Wells  
Notary Public

My commission expires:

8-23-2008



Executed as a sealed instrument this 15 day of August 2005.

*Mary Ellen McLeod*  
Mary Ellen McLeod

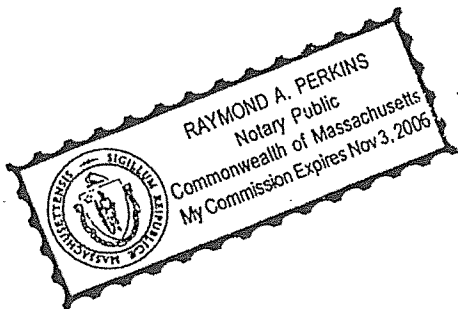
COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 15 day of August 2005 before me, the undersigned notary public, personally appeared Mary Ellen McLeod proved to me through satisfactory evidence of identification which was a drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



\_\_\_\_\_  
Notary Public  
My commission expires:





SO.ESSEX #142 Bk:36598 Pg:270  
03/23/2018 10:44 AM MTG Pg 1/17  
eRecorded

## MORTGAGE

**SEND TAX NOTICES TO:**

Newburyport Five Cents Savings Bank, Main Office, P.O. Box 350, 63 State Street,  
Newburyport, MA 01950

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**FOR RECORDER'S USE ONLY**

Property Address: 132 High Street, Newburyport, MA 01950.

**THIS MORTGAGE** dated March 23, 2018, is made and executed between Teckla Limited Liability Company, whose address is 132 High Street, Newburyport, MA 01950 (referred to below as "Grantor") and Newburyport Five Cents Savings Bank, whose address is P.O. Box 350, 63 State Street, Newburyport, MA 01950 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor grants to Lender with **MORTGAGE COVENANTS** all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Essex County, Commonwealth of Massachusetts:

See the exhibit or other description document which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 132 High Street, Newburyport, MA 01950.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE**

**MORTGAGE  
(Continued)**

Page 14

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Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means Newburyport Five Cents Savings Bank, its successors and assigns.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated March 23, 2018, in the original principal amount of **\$20,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

MORTGAGE  
(Continued)

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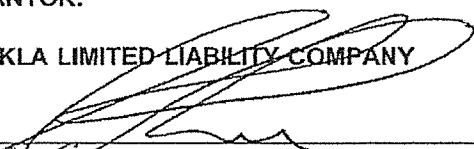
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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.


THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

TECKLA LIMITED LIABILITY COMPANY

By:  (Seal)  
Clive Ronald Lee, Manager of Teckla Limited Liability Company

WITNESSES:

x  \_\_\_\_\_

x \_\_\_\_\_



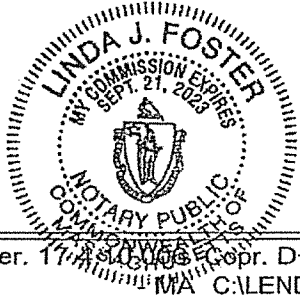
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS  
COUNTY OF Essex South )

On this 23rd day of March, 20 18, before me, the undersigned notary public, Clive Ronald Lee, Manager of Teckla Limited Liability Company personally appeared, proved to me through satisfactory evidence of identification, which were known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he or she signed it voluntarily for its stated purpose as a member or designated agent for Teckla Limited Liability Company, a limited liability company.

Linda J Foster  
Notary Public

My commission expires 9-21-23



## Exhibit A - Property Description

Borrower(s): Teckla Limited Liability Company  
Property Address: 132 High Street, Newburyport, Massachusetts 01950

The land together with the buildings thereon, situate in said Newburyport, and now numbered 132 High Street, bounded and described as follows:

SOUTHWESTERLY by High Street, there measuring about 65 feet;  
NORTHWESTERLY by land formerly of Charles H. Coffin, now of Kimball, there measuring about 110 feet;  
NORTHEASTERLY by land now or formerly of Hoyt, there measuring about 65 feet;  
SOUTHEASTERLY by land formerly of Worcester, there measuring about 110 feet.

Being the same premises conveyed to mortgagor by deed of Ellen Hewett, Ernest Hewett, Arthur J. Hewett, Julie A. Cole a/k/a Julia A. Cole and Mary Ellen McLeod f/k/a Mary Ellen Hewett dated August 12, 2005 and recorded with Essex South District Registry of Deeds at Book 24807, Page 349.

Being the same premises conveyed to mortgagor by deed of Teckla, LLC dated July 3, 2015 and recorded with the Essex South District Registry of Deeds at Book 34201, Page 525



SO.ESSEX #34 Bk:34201 Pg:525  
07/09/2015 08:52 AM MTG Pg 1/16  
eRecorded

## MORTGAGE

**SEND TAX NOTICES TO:**

Newburyport Five Cents Savings Bank, Main Office, P.O. Box 350, 63 State Street,  
Newburyport, MA 01950

FOR RECORDER'S USE ONLY

Property Address: 132 High Street, Newburyport, MA 01950.

THIS MORTGAGE dated July 3, 2015, is made and executed between Teckla, LLC (referred to below as "Grantor") and Newburyport Five Cents Savings Bank, whose address is P.O. Box 350, 63 State Street, Newburyport, MA 01950 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor grants to Lender with **MORTGAGE COVENANTS** all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Essex County, Commonwealth of Massachusetts:

See the exhibit or other description document which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 132 High Street, Newburyport, MA 01950.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE

**MORTGAGE  
(Continued)**

Page 13

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99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Massachusetts Hazardous Waste Management Act, Mass. Gen. Laws Ch. 21C, the Massachusetts Oil and Hazardous Material Release Prevention Act, Mass. Gen. Laws, Ch. 21E, or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means Teckla, LLC.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means Newburyport Five Cents Savings Bank, its successors and assigns.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated July 3, 2015, in the original principal amount of \$225,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is July 9, 2018.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions

**MORTGAGE  
(Continued)**

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to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

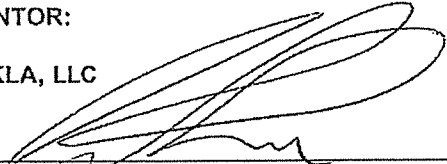
**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.**

**THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**GRANTOR:**

**TECKLA, LLC**

By:  (Seal)  
Clive Ronald Lee, Manager of Teckla, LLC

**WITNESSES:**

X  \_\_\_\_\_

X \_\_\_\_\_

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS  
COUNTY OF Essex )

On this 3rd day of July, 20 2015, before me, the undersigned notary public, personally appeared Clive Ronald Lee, Manager of Teckla, LLC, proved to me through satisfactory evidence of identification, which were his driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he or she signed it voluntarily for its stated purpose as a member or designated agent for Teckla, LLC, a limited liability company.



**JAMES T. CONNOLLY**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 29, 2019

  
\_\_\_\_\_  
Notary Public  
James T. Connolly  
My commission expires 8/29/19

6

## Exhibit A - Property Description

Closing date: July 03, 2015  
Borrower(s): Teckla, LLC  
Property Address: 132 High Street, Newburyport, Massachusetts 01950

The land together with the buildings thereon, situate in said Newburyport, and now numbered 132 High Street, bounded and described as follows:

**SOUTHWESTERLY** by High Street, there measuring about 65 feet;  
**NORTHWESTERLY** by land formerly of Charles H. Coffin, now of Kimball, there measuring about 110 feet;  
**NORTHEASTERLY** by land now or formerly of Hoyt, there measuring about 65 feet;  
**SOUTHEASTERLY** by land formerly of Worcester, there measuring about 110 feet.

Being the same premises conveyed to mortgagor by deed of Ellen Hewett, Ernest Hewett, Arthur J. Hewett, Julie A. Cole a/k/a Julia A. Cole and Mary Ellen McLeod f/k/a Mary Ellen Hewett dated August 12, 2005 and recorded with Essex South District Registry of Deeds at Book 24807, Page 349.



SO.ESSEX #35 Bk:34201 Pg:541  
07/09/2015 08:52 AM ASGT Pg 1/11  
eRecorded

## ASSIGNMENT OF RENTS

**SEND TAX NOTICES TO:**

Newburyport Five Cents Savings Bank, Main Office, P.O. Box 350, 63 State Street,  
Newburyport, MA 01950

FOR RECORDER'S USE ONLY

Property Address: 132 High Street, Newburyport, MA 01950.

THIS ASSIGNMENT OF RENTS dated July 3, 2015, is made and executed between Teckla, LLC (referred to below as "Grantor") and Newburyport Five Cents Savings Bank, whose address is P.O. Box 350, 63 State Street, Newburyport, MA 01950 (referred to below as "Lender").

**ASSIGNMENT.** For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Essex County, Commonwealth of Massachusetts:

See the exhibit or other description document which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 132 High Street, Newburyport, MA 01950.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a

62



**ASSIGNMENT OF RENTS  
(Continued)**

Page 8

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any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

**Lender.** The word "Lender" means Newburyport Five Cents Savings Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated July 3, 2015, in the original principal amount of **\$225,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

ASSIGNMENT OF RENTS  
(Continued)

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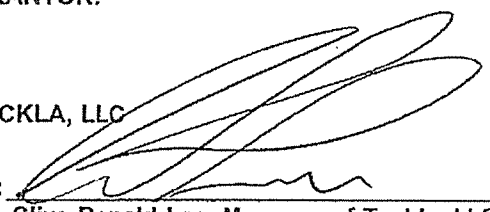
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THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON JULY 3, 2015.

THIS ASSIGNMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS ASSIGNMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

TECKLA, LLC

By:  (Seal)  
Clive Ronald Lee, Manager of Teckla, LLC

WITNESSES:

X  \_\_\_\_\_

X  \_\_\_\_\_

ASSIGNMENT OF RENTS  
(Continued)

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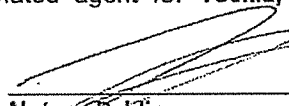
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS  
COUNTY OF Essex )

On this 3rd day of July, 20 15, before me, the undersigned notary public, personally appeared Clive Ronald Lee, Manager of Teckla, LLC, proved to me through satisfactory evidence of identification, which were his driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he or she signed it voluntarily for its stated purpose as a member or designated agent for Teckla, LLC, a limited liability company.



**JAMES T. CONNOLLY**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 29, 2019

  
\_\_\_\_\_  
Notary Public  
James T. Connolly  
My commission expires 8/29/19

## Exhibit A - Property Description

Closing date: July 03, 2015  
Borrower(s): Teckla, LLC  
Property Address: 132 High Street, Newburyport, Massachusetts 01950

The land together with the buildings thereon, situate in said Newburyport, and now numbered 132 High Street, bounded and described as follows:

SOUTHWESTERLY by High Street, there measuring about 65 feet;  
NORTHWESTERLY by land formerly of Charles H. Coffin, now of Kimball, there measuring about 110 feet;  
NORTHEASTERLY by land now or formerly of Hoyt, there measuring about 65 feet;  
SOUTHEASTERLY by land formerly of Worcester, there measuring about 110 feet.

Being the same premises conveyed to mortgagor by deed of Ellen Hewett, Ernest Hewett, Arthur J. Hewett, Julie A. Cole a/k/a Julia A. Cole and Mary Ellen McLeod f/k/a Mary Ellen Hewett dated August 12, 2005 and recorded with Essex South District Registry of Deeds at Book 24807, Page 349.

# EXHIBIT C

Treasurer acknowledged the foregoing release to be their free act and deed.

Before me, J. H. Hills Jus. Pacis.

Essex Co. Dec<sup>r</sup> 17, 1852. 10 am before M. Reed & Ed. Co. Ephm. Brown Reg

I know all men by these presents, that we Elizabeth Hodge, Anne Hodge, <sup>Elizabeth Hodge's heirs</sup> Mary D. Hodge, Stephen S. Hodge, Mary Bagley, Sarah S. Bagley, of Newburyport State of Massachusetts and John S. Bagley of New York in the State of New York and Michael H. Bagley of Meadville State of Pennsylvania <sup>to</sup> Charles M. Hodge  
 In consideration of Fifteen Hundred Dollars to us paid by Charles Michael Hodge of sd Newburyport Druggist, the receipt whereof is hereby acknowledged, do by these presents, give, grant, bargain, sell and convey unto the said Charles Michael Hodge A certain piece or parcel of land situated in said Newburyport and bounded as follows, Northeast by land of James & Robert G. Pike Southeast by land of Misses Andrews Northwest by land of Charles H. Coffin & Southwest by High Street in said Newburyport, containing Twenty eight Rods more or less.  
 DO Have and to Hold the above granted premises, with the privileges and appurtenances thereto belonging, to the said Charles Michael Hodge heirs and assigns, to his use and behoof forever. And we the said Elizabeth Hodge et al for ourselves and our heirs, executors and administrators, do hereby covenant with the said Charles Michael Hodge his heirs and assigns, that we are lawfully seized in fee of the above granted premises; that they are free from all incumbrances. That we have good right to sell and convey the same to the said Charles Michael Hodge as above said: and that we will, and our heirs, executors and administrators shall warrant and defend the same to the said Charles Michael Hodge his heirs and assigns forever, against the lawful claims and demands of all persons. In witness whereof, we the said Elizabeth Hodge, Anne Hodge, Mary D. Hodge, Stephen S. Hodge, Mary Bagley, Sarah S. Bagley, John S. Bagley & Michael H. Bagley have hereunto set our hands and seals this thirteenth day of November in the year of our Lord eighteen hundred and fifty two.

Signed, sealed and delivered

Mary Bagley Seal  
 Sarah S. Bagley Seal

delivered in presence of } Essex ss. Jan 25, 1896. Then person  
P. J. Mc Lusker } ally appeared the above named  
Michael J. Noonan and acknowledged the foregoing in-  
strument to be his free act and deed, before me.

P. J. Mc Lusker, Justice of the Peace.

Essex ss. Recd Jan. 25, 1896, 15 min past 10 A.M. Rec. by

Charles Wood P.M.

A. L. Hodge  
to  
E. C. Currier  
(vs. W. T. S.)

Know all men by these presents, that I, Annie L. Hodge, of the City of Santa Ana, County of Orange, State of California, unmarried, in consideration of seven thousand two hundred and fifty dollars to me paid by Effie C. Currier of Boston, County of Suffolk, Commonwealth of Massachusetts, wife of Warren T. Currier, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quit claim unto the said Effie C. Currier one undivided half part of two certain pieces of land with the buildings thereon situate in Newburyport in the County of Essex and in said Commonwealth, and bounded and described as follows, to wit: The first parcel beginning at a point formed by the junction of State and Charter Streets on the westerly corner of Charter Street; thence south  $49^{\circ}$  east by Charter Street seventy-nine feet and six inches to the middle of a passageway six feet wide, owned in common with Edward P. Shaw, thence south  $44^{\circ} 30'$  west by the middle line of said passageway thirty-two feet and three inches; thence south  $44^{\circ}$  and  $30'$  east by said Shaw's land eight feet; thence south  $48^{\circ}$  and  $30'$  west by said Shaw's land six feet; thence south  $40^{\circ} 45'$  east by said Shaw's land twenty-two feet and six inches; thence south  $48^{\circ} 30'$  west by said Shaw's land sixteen feet to land now or formerly of one Gros; thence north  $43^{\circ}$  west by said last mentioned land forty-three feet and three inches; thence north  $51^{\circ}$  west by the same land and a passage fifty-four feet and six inches to State Street; thence north  $33^{\circ}$  and  $30'$  east by State Street sixty feet to the point of beginning; excepting, however, and reserving from the above described premises the portion thereof conveyed by Charles M. Hodge to Edward P. Shaw, by deed of February 27, 1872 recorded with Essex Deeds South District, Book 849, leaf 154, being the same premises to Charles M. Hodge conveyed by deeds of Susan B. Wood et al and of Nathaniel M. Horton dated July 2, 1866 and

April 1, 1868 and recorded with Essex Deeds, South District Book 707, leaf 6, and Book 743, leaf 221 respectively, with the exception and reservation as aforesaid. Also, one undivided half part of a second parcel of land with the buildings thereon situate on High Street in said Newburyport, and bounded South-westerly by High Street, and there measuring about sixty-five feet; North-westerly by land formerly of Charles H. Coffin and there measuring about one hundred and ten feet; North-easterly by land now or formerly of Ingraham and there measuring about sixty-five feet; and South-easterly by land now or formerly of Worcester and there measuring about one hundred and ten feet and being the same premises to Charles M. Hodge conveyed by deed of Elizabeth Hodge et al. dated November 13, 1854 and recorded with Essex Deeds, South District, Book 504, leaf 44. The said two parcels being the real estate devised by my late father Charles M. Hodge to my late mother Caroline A. B. Hodge and inherited by me and by the grantee hereof as the only heirs at law of the said Caroline A. B. Hodge, however otherwise the same may be bounded and described. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging to the said Effie C. Turner, her heirs and assigns, to their own use and behoof forever. And I do hereby for myself and my heirs, executors and administrators covenant with the said grantee and her heirs and assigns that the granted premises are free from all incumbrances made or suffered by me except taxes and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said grantee and her heirs and assigns forever against the lawful claims and demands of all persons claiming by, through or under me, but against none other. In witness whereof I, the said Annie L. Hodge hereunto set my hand and seal this fifteenth day of November in the year one thousand eight hundred and ninety-five.

Signed, sealed and delivered

in the presence of

Ed. C. Smith

O. A. Smith

C. C. Monaghan

Annie L. Hodge Seal  
 State of California, County of  
 Orange ss. On this fourth day  
 of January A. D. 1896 before me  
 S. A. Monaghan, a Notary Public



585, hereby acknowledges that it has received full payment and satisfaction of the debt thereby secured and of the conditions therein contained, and in consideration thereof it hereby cancels and discharges said mortgage. IN WITNESS WHEREOF, the said Newburyport 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 its Treasurer, this 15th day of April, A. D. 1918.

COMMONWEALTH OF ) Newburyport Co-operative Bank (Corporate seal)  
 MASSACHUSETTS. ) By Geo E. Stickney Treasurer.  
 Essex, ss. Apr. ) Approved, Webster D. Adams Director.

15, 1918. Then personally appeared the above named Treasurer and acknowledged the foregoing instrument to be the free act and deed of the Newburyport Co-operative Bank, before me,

Sarah B. Gerrish Special Commissioner.

My Commission as Special Commissioner expires Dec. 29, 1921.

Essex ss. Received Apr. 16, 1918. 45 m. past 10 A.M. Recorded and Examined.

Discharges

Newburyport.  
 Co-op. Bk.  
 to  
 Roberts  
 et ux.

KNOW ALL MEN BY THESE PRESENTS that the Newburyport Co-operative Bank of Newburyport, in the County of Essex and Commonwealth of Massachusetts, the mortgagee named in two certain mortgages given by Fred L. Roberts et ux dated Novem 24 A. D. 1906, Apr. 7, 1908 and recorded with Essex Reg So Dist Deeds Lib. 1850, 1919, Fol. 561, 575, hereby acknowledges that it has received full payment and satisfaction of the debts thereby secured and of the conditions therein contained, and in consideration thereof it hereby cancels and discharges said mortgages. IN WITNESS WHEREOF, the said Newburyport 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 its Treas. this 15th day of Apr, A. D. 1918.

COMMONWEALTH OF ) Newburyport Co-operative Bank (Corporate seal)  
 MASSACHUSETTS. ) By Geo. E. Stickney Tres.  
 Essex, ss. Apr. ) Approved, Nathaniel N. Jones Director.

15 1918. Then personally appeared the above named Treasr. and acknowledged the foregoing instrument to be the free act and deed of the Newburyport Co-operative Bank, before me,

Nathaniel N. Jones Justice of the Peace.

My Commission as Justice of the Peace expires April 19, 1918.

Essex ss. Received Apr. 16, 1918. 45 m. past 10 A.M. Recorded and Examined.

Currier  
 to  
 Hewett

I, Effie C. Currier widow of Warren T. Currier, deceased, late of Brookline, Norfolk County, Massachusetts, for consideration paid, grant to Mary E. Hewett

ett, widow of Newburyport, Essex County, with Warranty Covenants the land in NEWBURYPORT aforesaid, with the dwelling house thereon, situate on High Street, and bounded and described as follows, viz: Southwesterly by High Street, there measuring about sixty five feet, Northwesterly by land formerly of Charles H. Coffin, now of Kimball, there measuring about one hundred ten feet, Northeasterly by land formerly of Ingraham but now of Hoyt, there measuring about sixty five feet, Southeasterly by land of Worcester, there measuring about one hundred ten feet. Being the same premises conveyed to my father Charles M. Hodge by Elizabeth Hodge et al by deed dated Nov. 13, 1854, recorded with Essex So. Dist. Deeds, Book 504 Page 44 My title is derived in part from my mother Caroline A. B. Hodge who died intestate Feb. 13, 1894 and by deed of my sister Annie L. Hodge to me dated Nov. 15th, 1896, recorded with said Deeds Book 1469 Page 116 Subject to the taxes for the year 1918, which the grantee by the acceptance of this deed assumes, and agrees to pay. WITNESS my hand and seal this tenth day of April 1918.

1 Orange St.  
Newburyport  
Mass.  
One \$5 & one  
.50 R. Stamps  
Documentary  
Canceled

Effie C. Currier (seal)

Witness

COMMONWEALTH OF MASSACHUSETTS

Annie A. Humphreys

Essex ss. Newburyport, April 10th

1918. Then personally appeared the above named Effie C. Currier and acknowledged the foregoing instrument to be her free act and deed, before me, Wm. T. Humphreys Justice of the Peace.

My Commission expires Jany 16, 1925.

Essex ss. Received Apr. 16, 1918. 45 m. past 10 A.M. Recorded and Examined.

I, Mary E. Hewett of Newburyport, Essex County, Massachusetts, being unmarried, for consideration paid, grant to Newburyport Co-operative Bank, situated in Newburyport Essex County, Massachusetts, with Mortgage Covenants, to secure the payment of three thousand dollars, and interest and fines as provided in my note of even date, the land in NEWBURYPORT aforesaid and bounded and described as follows, viz: Southwesterly on High Street sixty five feet more or less; Northwesterly on land formerly of Charles H. Coffin one hundred ten feet more or less; Northeasterly on land now or formerly of Ingraham sixty five feet more or less; Southeasterly on land now or formerly of Worcester one hundred ten feet more or less Being same premises to me conveyed by Effie C. Currier by her deed to be recorded herewith. I, Mary E. Hewett, aforesaid hereby transfer and pledge to the said mortgagee 15 shares in the 61st series of its capital stock as collateral security for the performance of the conditions of this mortgage, and my said note upon which shares said sum of Three thousand dollars has been advanced to me by the mortgagee. The monthly payments under this

Hewett  
to  
N'port.Co-op.Bk.

Discharge  
B. 2784 P. 251

# EXHIBIT D

CURRENT OWNER	TOPO.	UTILITIES	STRT. ROAD	LOCATION	DESCRIPTION	CURRENT ASSESSMENT	ASSESSED VALUE
TECKLA LLC					RESIDENTIAL	0111	148,640
132 HIGH ST					RES LAND	0111	283,760
NEWBURYPORT, MA 01950					RESIDENTIAL	0111	2,800
Additional Owners:					COMMERC.	0340	37,160
					COM LAND	0340	70,940
					COMMERC.	0340	700
SUPPLEMENTAL DATA CONDO CV: 13-19 INLAW Y/N: LOT SPLIT: 3 WARD 40B HSNQ: TITLE #: ATT 1/2 HSE: GIS ID: M_251272_951029 ASSOC PID#							544,000
RECORD OF OWNERSHIP TECKLA LLC HEWETT ELLEN HEWETT ARTHUR J & JULIE A HEWETT ARTHUR J HEWETT ARTHUR J DPM TRS							544,000

RECORD OF OWNERSHIP				PREVIOUS ASSESSMENTS (HISTORY)				
BK-VOL/PAGE	SALE DATE	q/u	v/i	Yr.	Code	Assessed Value	Assessed Value	
24807/0349	09/08/2005	U	I	2018	0111	148,640	148,640	
20899/0233	05/28/2003	U	I	2018	0111	283,760	270,240	
20417/0509	03/24/2003	U	I	2018	0111	2,800	2,800	
15177/0586	10/23/1998	U	I	2018	0111	37,160	37,160	
6251/460	06/22/1976	U	I	2018	0340	70,940	67,560	
Total:							527,100	544,000

EXEMPTIONS				OTHER ASSESSMENTS			
Year	Type	Description	Code	Number	Amount	Comm. Int.	
NBHD/ SUB: 8/A NBHD Name: ASSESSING NEIGHBORHOOD Street Index Name: Tracing Batch:							
Total: BLUE 6 APTS/2 COMM UNITS UBM=25% DIRT							

BUILDING PERMIT RECORD				VISIT/CHANGE HISTORY										
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	Type	IS	ID	Cd.	Purpose/Result
A-2016-65	02/11/2016	CM	Commercial	3,000		100	07/01/2012	CONVERT EXISTING	08/03/2016			DG	50	Building Permit
A/R 11-425	10/20/2011	BF	Bldg Footprint	40,500		100	10/01/1996	CONSTRUCT A 3 STO	08/09/2012			DG	02	Measur+2 Visits
WS28-12/95	12/05/1995	RS	Residential	50	10/01/1996	100		WOODSTOVE	02/09/2007			MM	01	Measur+1 Visit
									02/09/2007			MM	02	Measur+2 Visits
									04/07/1998			CN	01	Measur+1 Visit
Net Total Appraised Parcel Value: 544,000														

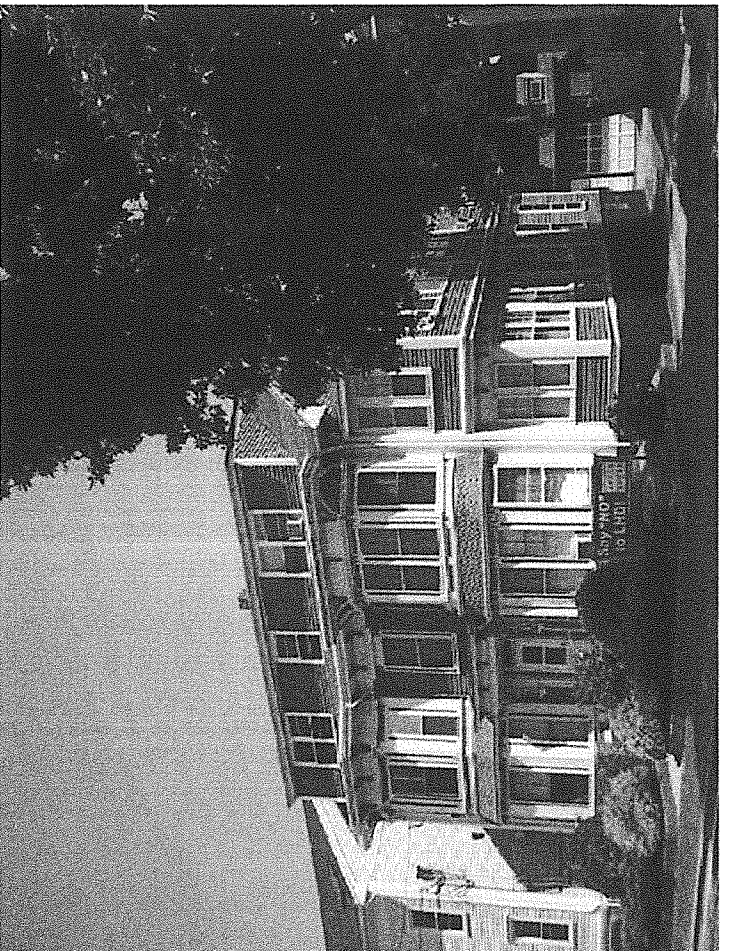
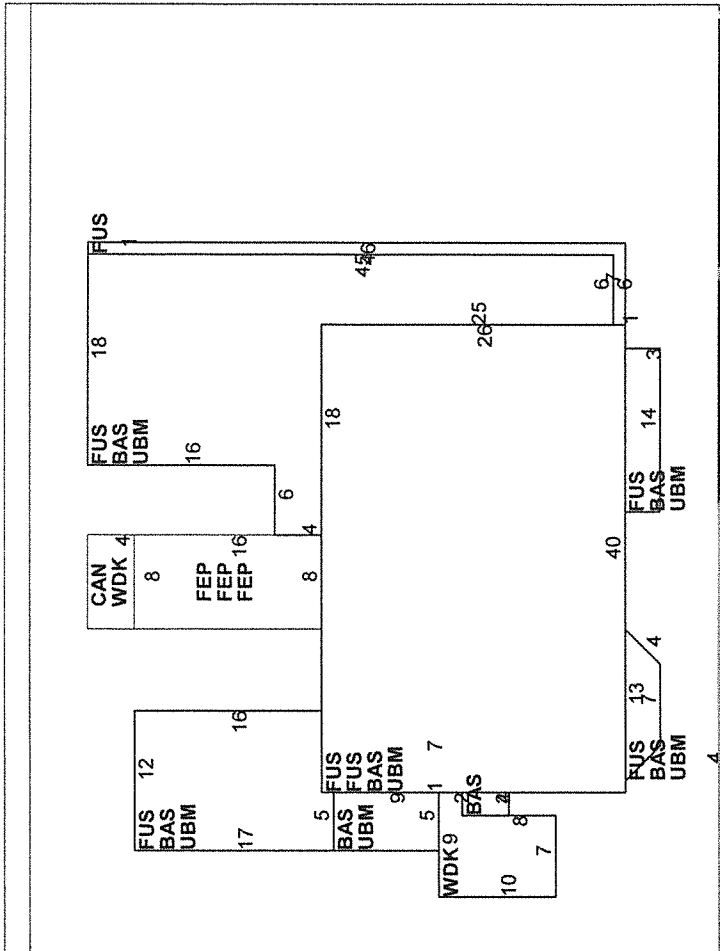
LAND LINE VALUATION SECTION													
B Use Code	Use Description	Zone	D	Front Depth	Units	Unit Price	ST.	ST. Idx	Notes-Adj	Special Pricing	S Adj Fact	Adj. Unit Price	Land Value
I 0111	APT 4-8 UNIT	R3			7,370	29.62	1.2500	8	1.0000	0.00	6	48.13	354,700
Total Card Land Units: 0.17 AC											Parcel Total Land Area: 0.17 AC	Total Land Value: 354,700	

**APPRaised VALUE SUMMARY**  
 Appraised Bldg. Value (Card) 185,800  
 Appraised XF (B) Value (Bldg) 0  
 Appraised OB (L) Value (Bldg) 3,500  
 Appraised Land Value (Bldg) 354,700  
 Special Land Value 0  
 Total Appraised Parcel Value 544,000  
 Valuation Method: C  
 Adjustment: 0

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd.	Ch.	Element	Cd.	Ch.
Style	14	Apartments			
Model	94	Commercial			
Grade	05	Average +20			
Stories	3				
Occupancy	8	Clapboard			
Exterior Wall 1	11				
Exterior Wall 2					
Roof Structure	03	Gable/Hip			
Roof Cover	03	Asph/F GlS/Cmp			
Interior Wall 1	03	Plastered			
Interior Wall 2					
Interior Floor 1	12	Hardwood			
Interior Floor 2	05	Vinyl/Asphalt			
Heating Fuel	02	Oil			
Heating Type	06	Steam			
AC Type	01	None			
Bldg Use	0111	APT 4-8 UNIT			
Total Rooms	18				
Total Bedrms	05				
Total Baths	6-5				
Kitchen Grd					
Heat/AC	00	NONE			
Frame Type	02	WOOD FRAME			
Baths/Plumbing	02	AVERAGE			
Ceiling/Wall	00	NONE			
Rooms/Prtns	02	AVERAGE			
Wall Height	9				
% Conn Wall					

OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)								
Code	Description	Sub	Unit Price	Yr	Gde	Apr Value		
FGRI	GARAGE-AVI	L	504	28.00	1980	0	25	3,500

BUILDING SUB-AREA SUMMARY SECTION					
Code	Description	Living Area	Gross Area	Unit Cost	Undeprc. Value
BAS	First Floor	1,896	1,896	94.88	179,885
CAN	Canopy	0	32	17.79	569
FEP	Porch, Enclosed	0	384	61.77	23,719
FUS	Upper Story, Finished	2,935	2,935	94.88	278,461
UBM	Basement, Unfinished	0	1,888	33.22	62,713
WDK	Deck, Wood	0	106	9.85	1,044
<b>Ttl Gross Liv/Lease Area:</b>		<b>4,831</b>	<b>7,241</b>	<b>5,759</b>	<b>546,391</b>



UTILITIES	STRT./ROAD	LOCATION	TOPO.	CURRENT OWNER
				HEWETT ARTHUR J C/O EDWARD HEWETT 132 HIGH ST NEWBURYPORT, MA 01950
				RES LAND RESIDENTL RESIDENTL
				Code 1110 1110 1110
				Appraised Value 191,900 283,300 3,900
				Assessed Value 191,900 283,300 3,900

SALE DATE	SALE PRICE	SALE PRICE	SALE PRICE
10/23/1998	U	0	0
06/22/1976	U	0	0

EXEMPTIONS	OTHER ASSESSMENTS
Year	Year
Type/Description	Description
Amount	Amount
Code	Code
Comm. Int.	Comm. Int.

RECORD OF OWNERSHIP
BK-VOL/PAGE
15177/0586
6251/460
HEWETT ARTHUR J
HEWETT ARTHUR J DPM TRS

APPRaised VALUE SUMMARY	
Appraised Bldg. Value (Card)	283,300
Appraised XF (B) Value (Bldg)	0
Appraised OB (L) Value (Bldg)	3,900
Appraised Land Value (Bldg)	191,900
Special Land Value	
Total Appraised Card Value	479,100
Total Appraised Parcel Value	479,100
Valuation Method:	Cost/Market Valuation
Net Total Appraised Parcel Value	479,100

BUILDING PERMIT RECORD												
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	ID	Cd.	Purpose/Result
WS28-12/95	12/5/95	RS	Residential	50	10/1/96	100	10/1/96	WOODSTOVE	4/7/98	CN	01	Measur+1 Visit
									8/16/88	RM	02	Measur+2 Visits

LAND LINE VALUATION SECTION															
B#	Use Code	Description	Zone	D	Frontage	Depth	Units	Unit Price	I. Factor	C. Factor	Nbid.	Adj.	Notes- Adj/Special Pricing	Adj. Unit Price	Land Value
1	1110	APT 4-7 UN	R3		16.69		7,370.00 SF	1.20	8	1.30			1.00*6 UNITS	26.04	191,900
Total Card Land Units															7,370 SF
Parcel Total Land Area:															7,370 SF
Total Land Value															191,900

This signature acknowledges a visit by a Data Collector or Assessor

CONSTRUCTION DETAIL

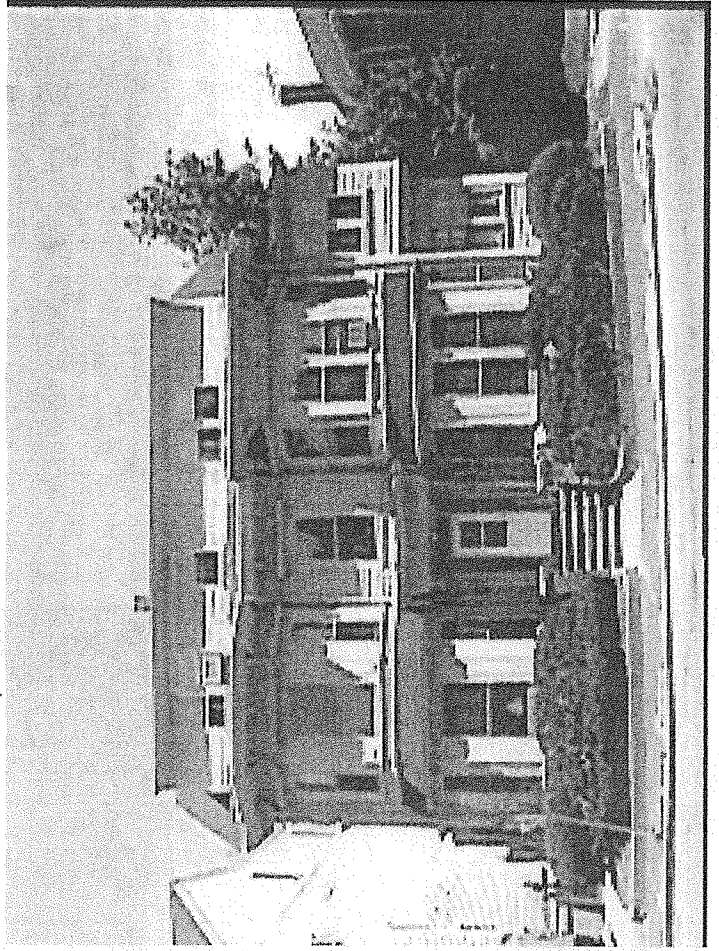
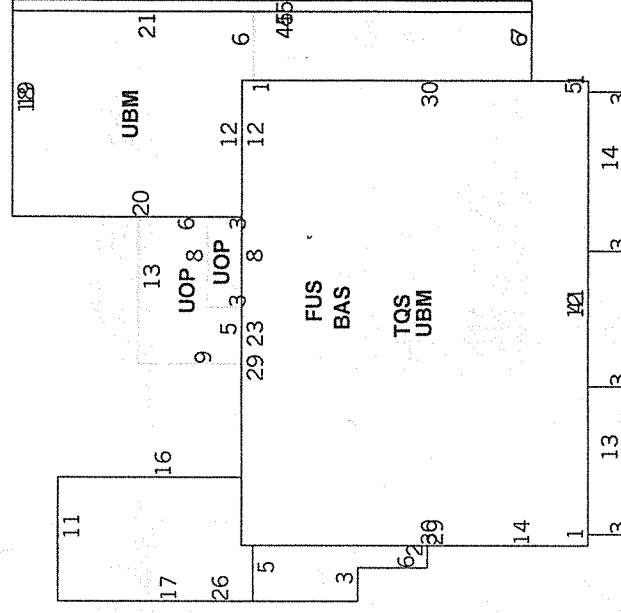
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description
Style/Type	11		Family Conver.	Heat & AC			
Model	01		Residential	Frame Type			
Grade	04		Average +10	Baths/Plumbing			
Stories	2.5		2 1/2 Stories	Ceiling/Wall			
Occupancy	01			Rooms/Prtns			
Exterior Wall 1	11		Clapboard	% Common Wall			
2				Wall Height			
Roof Structure	03		Gable/Hip	<b>CONDO/MOBILE HOME DATA</b>			
Roof Cover	03		Asph/F Gls/Cmp	Element	Code	Description	Factor
Interior Wall 1	03		Plastered				
2				Complex			
Interior Floor 1	12		Hardwood	Floor Adj			
2				Unit Location			
Heating Fuel	02		Oil	Number of Units			
Heating Type	06		Steam	Number of Levels			
AC Type	01		None	% Ownership			
Bedrooms	05		5 Bedrooms	<b>COST/MARKET VALUATION</b>			
Bathrooms	05		6 1/2 Bathrms	Unadj. Base Rate		75.00	
Total Rooms	18		18 Rooms	Size Adj. Factor		0.90250	
Bath Type	02		Average	Grade (Q) Index		1.20	
Kitchen Style	01		Old Style	Adj. Base Rate		81.22	
				Bldg. Value New		435,827	
				Year Built		1900	
				Eff. Year Built		(A) 1966	
				Nrmal Physcal Dep		35	
				Functnl Obslnc		0	
				Econ Obslnc		0	
				Specil. Cond. Code			
				Specil. Cond. %		65	
				Overall % Cond.			
				Deprec. Bldg. Value		283,300	

Code	Description	L/B	Units	Unit Price	Yr.	Dp Rt	%Cnd	Apr. Value
1110	APT 4-7 UN		483	16,000	1980	0	50	3,900
FGRI	GARAGE-AVE							

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprac. Value
BAS	First Floor	2,059	2,059	2,059	81.22	167,232
FUS	Upper Story, Finished	2,047	2,047	2,047	81.22	166,257
TQS	Three Quarter Story	923	1,230	923	60.95	74,966
UBM	Basement, Unfinished	0	1,596	319	16.23	25,909
UOP	Porch, Open, Unfinished	0	117	18	12.50	1,462
<b>Ttl. Gross Liv/Lense Area</b>		<b>5,029</b>	<b>7,049</b>	<b>5,366</b>	<b>Bldg Val:</b>	<b>435,827</b>

SKETCH





Hewett, Arthur J.  
132 High Street  
Newburyport, Mass.

132 High St. Dwg. 8530  
O B 580

9110 7370 1640 10750

RECORD OF OWNERSHIP		STAMPS	DATE	BOOK	PAGE
Hewett, Arthur J. D. P. M. Trustee of Arthur J. Hewett, M. D. Realty Trust		nom	6/22/76	6251	460
Hewett Arthur J & Margaret L T/E		nom	10/23/98	15177	586

ASSESSMENT RECORD	ACCT. NO.									
	19	19	19	19	19	19	19	19	19	19
DWELLING	1970									
GARAGE	19300									
	900									
TOTAL VALUE BUILDINGS	20200									
TOTAL VALUE LAND	5900									
TOTAL VALUE LAND & BUILDINGS	26100									

MEMORANDA	PROPERTY FACTORS											
	TOPOGRAPHY		IMPROVEMENTS				TREND OF DISTRICT					
<p><i>Edward J. Hewett</i></p> <p>RENTAL EXPENSE ITEMS</p> <p>VACANCY</p> <p>HEATING</p> <p>WATER</p> <p>ELECTRICITY</p> <p>MANAGEMENT</p> <p>175.00</p> <p>16.00</p> <p>TOTAL FLAT EXPENSES</p>	LEVEL	<input checked="" type="checkbox"/>	WATER	<input checked="" type="checkbox"/>	IMPROVING	<input checked="" type="checkbox"/>	PAVED	<input checked="" type="checkbox"/>	IMPROVING	<input checked="" type="checkbox"/>		
	HIGH		SEWER		STATIC		SEMI-IMPROVED		DECLINING			
	LOW		GAS				DIRT					
	ROLLING		ELECTRICITY				SIDEWALK					
	SWAMPY		ALL UTILITIES	<input checked="" type="checkbox"/>								
	LAND COST		PROPERTY INFORMATION		TOTAL AREA		FRONTAGE		DEPTH		UNIT PRICE	
	BLDG. COST		GROSS ANNUAL INCOME		17970		65		100		45	
	SALE PRICE		LESS EXPENSES								FRONT FT. PRICE	
	NET INCOME		NET INCOME								2920	
	LAND @ % =		LAND @ % =								2920	
BLDG. @ % =		BLDG. @ % =								2920		
TOTAL		TOTAL								2920		



BUILDING PERMIT

Table with columns: OCCUPANCY, RANCH, CAPE, GARRISON, CONTEMPORARY, GAMBREL, DESCRIPTION OF OBSOLESCENT

Table with columns: OCCUPANCY, RANCH, CAPE, GARRISON, CONTEMPORARY, GAMBREL, DESCRIPTION OF OBSOLESCENT

Table with columns: OCCUPANCY, RANCH, CAPE, GARRISON, CONTEMPORARY, GAMBREL, DESCRIPTION OF OBSOLESCENT

SUMMARY OF BUILDINGS

Table with columns: OCCUPANCY, TYPE, GRADE, YR. BUILT, REMOD., COND., REPL. VAL., PHYS. VAL., PHYS. DEP., FUNC. DEP., SOUND VAL.

Table with columns: DATE, MEAS., LISTED, AREA, PRICED, REV'D, FINAL CHECK, TOTAL VALUE BUILDINGS

WHIPPLE - MAGANE - DARCY, INC.

Andover, Mass.

TOWN PRINTING COMPANY, ANDOVER, MASS.

# EXHIBIT E