James McKenna

From:	Vicki Marsh XXXXXXXXXXXXXXXXXXXX
Sent:	Wednesday, January 13, 2016 3:43 PM
To:	Joseph Domelowicz Jr.
Cc:	James McKenna; Tanji M. Cifuni; Elizabeth Lane; Mark R. Reich; THOMAS MC ENANEY
Subject:	141 Pauline Street- Middle School Site

Joe-

You have requested an opinion as to whether there are any restrictions of record or applicable special legislation which would affect the Town's use of the property at 141 Pauline Street, Winthrop (the "Premises") for future re-development plans. It is my understanding that the Town is considering using the Premises for a use other than as a school. I reviewed the Title Report and title examination performed by our title examiner, Marsh, Moriarty, Ontell & Golder, P.C., and find that the record title discloses that the Town acquired a portion of the Premises by virtue of Orders of Taking by eminent domain "for the purpose of the enlargement of the present school house lot on the corner of Pauline Street and Waldemar Avenue and now used for school purposes, and for erecting thereon a building to be used for a public school, or an addition to the existing school house building on said present school house lot, for the use of said Town;" and acquired the remaining portion of the Premises by Deeds to the Town, as described below. The Deeds to the portions of the Premises do not disclose the purposes for which the lots were acquired and Town Meeting Votes authorizing the acquisition of those lots were not recorded for those Deeds with the Suffolk County Registry of Deeds. In my opinion, a search of the Town Meeting votes of the Town would be necessary in order to clearly determine that the purpose of the acquisition was for school purposes. However, in the event that these votes cannot be found, it is reasonable to assume that since this property was the site of an existing school building and the takings were for school purposes, that these acquisitions were also for school purposes.

The Title Examiner performed a title examination of the records of the Suffolk County Registry of Deeds commencing as of July 6, 1906, which is the date of the execution of the first Deed in the chain of title into the Town. The Town is the owner of the Premises by virtue of the following Deeds and Takings:

1. Deed dated July 6, 1906 from Edward C. Atwood and Caroline S. Atwood to Town of Lot 8, Pauline Street shown on Plan recorded with said Deeds at End of Book 2400, said Deed being recorded with said Deeds in Book 3143, Page 543;
2. Deed dated July 6, 1906 from Clarence S. Eldridge and Evelyn M. Eldridge to Town of Lot 5, Pauline Street shown on Plan recorded with said Deeds at End of Book 2400, said Deed being recorded with said Deeds in Book 3144, Page 159;
3. Deed dated July 10, 1906 from Charles H. Brooks to Town of Lot 11, Pauline Street shown on Plan recorded with said Deeds at End of Book 1279, said Deed being recorded with said Deeds in Book 3145, Page 2;
4. Deed dated July 28, 1906 from Hattie S. McDewell, Executrix of the Will of Eliza M. Soule to Town of Lot 12, Pauline Street recorded with said Deeds at End of Book 1279, said Deed being recorded with said Deeds in Book 3145, Page 600;
5. Order of Taking dated April 29, 1912 of Lot 7 and a portion of the thirty foot private way shown on Plan recorded with said Deeds at End of Book 2400, said Taking being recorded with said Deeds in Book 3631, Page 629;
6. Confirmatory Deed from James B. Johnstone and Emma g. Johnstone dated May 10, 1912, recorded with said Deeds in Book 3634, Page 312, conveying the property recited in the Taking in the above-referenced Item #5.
7. Order of Taking dated April 30, 1915 of Parcel containing 2,268 square feet off Pauline Street, shown on Plan recorded with said Deeds at Book 3878, Page 244, said Taking being recorded with said Deeds in Book 3878, Page 244; and

8. Confirmatory Deed from Samuel Wheelock dated May 22, 196 recorded with said Deeds in Book 3957, Page 368, conveying the property recited in the Taking in the above-referenced Item # 7.

Since the Takings were made for school purposes and if the acquisitions of the lots by Deeds also have been acquired for school purposes, then it is my opinion that pursuant to G.L. c. 40, Section 15A, the Board having care, custody and control of the Premises, may determine that such land is no longer needed for that purpose, and shall deliver a notice of determination to the Town Council, whereupon the Town Council by a vote of two-thirds of all its members may transfer the care, custody, management and control of the Premises to the same or another board for another specific municipal purpose.

In addition, the title to the Premises references abutting Town property being used for a playground. Please confirm for me that the Premises does not include any portion of the playground site or any use of the playground for park purposes as such findings may affect the Town's options as to its change in use of the applicable portion of the Premises.

Since you also have advised me that there may be special legislation which restricts the use of the Premises, I have ordered research of the special acts of the Commonwealth since 1906 to determine if there is special legislation limiting the Town's use of the Premises. Once I have completed the research as to special legislation I will advise you of my findings.

If you have any questions, please feel free to contact me.

Vicki

Vicki S. Marsh, Esq.
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MARSH, MORIARTY, ONTELL & GOLDER, P.C.

Attorneys at Law
18 Tremont Street, Ste. 900
Boston, Massachusetts 02108

TITLE REPORT

MMOG File No. 50813

		Sheet Number
ESTATE:	141 Pauline Street (Middle School site), Winthrop	
OWNER:	Town of Winthrop	9,11,13,15,17,20,22,25,30
*DESCRIPTION:	a. Lots 5 and 8 shown on plan recorded at Book 2400 End	4
	b. Lots 11 and 12 shown on plan recorded at Book 1279 End	5
	c. 2,268 s.f. parcel shown on plan at Book 3878, Page 244	2B
	d. 6,882 s.f. parcel shown on plan at Book 3631, Page 629	3
	Sketch, Assessors Plans	2,2A,6

SAID ESTATE IS SUBJECT TO:

1. Mortgage to: None

2. Possible rights of others in portion of 30-foot wide right of way not taken by Eminent Domain (see sketch) (Town owns fee in portion of way).

REMARKS:

1. Middle School site results from land assembly of many parcels over a period of time. Some parcels the Town acquired by deed and other parcels were taken by Eminent Domain for school purposes.

*2. For a sketch of how the parcels fit together and a metes and bounds delineation, please see sketch at Sheet 2. Sketch configuration matches Assessors Plan, Sh. 2A, parcel configuration.

Bankruptcy indices compiled by the Registry of Deeds were examined to the extent the Registry of Deeds maintains said records. This Report is not a certification of title but is a report based upon a search of the records of the Registry of Deeds. We shall not be liable for mistakes in the indices or in the records of the Registry. Our liability shall be limited to the charge for this Report.

Examination Begins: 7/6/1906
Examination Ends: 1/5/2016

Marsh, Moriarty, Ontell & Golder, P.C.

By: Michael H. Marsh

Michael H. Marsh

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Fig. 1

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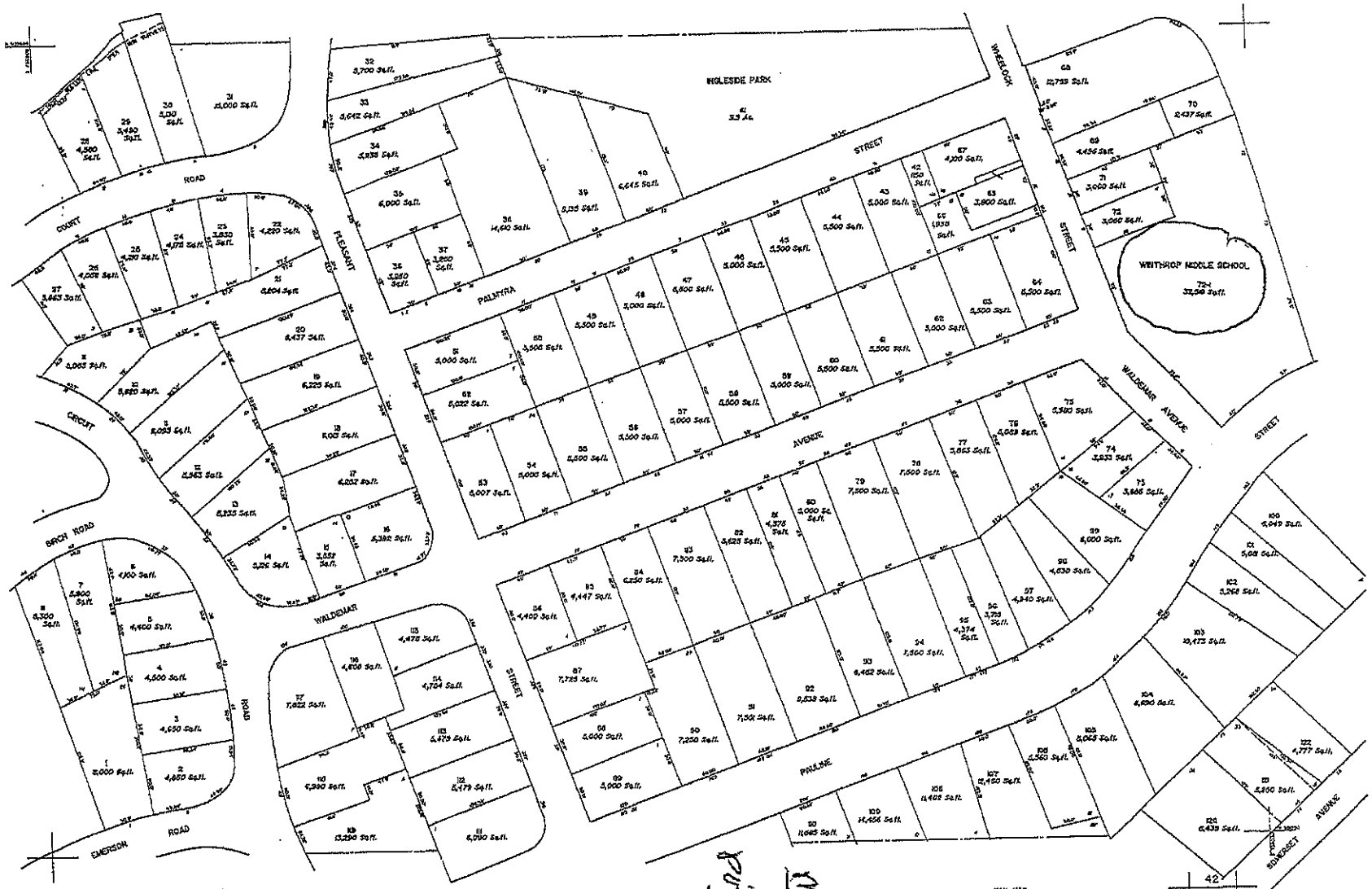
INGLESIDE PARK
WINTHROP MIDDLE SCHOOL
PALMERA
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PARCEL NUMBERS
MATCH LINE
For Assessment Purposes
Not to be used for Conveyance
TAX MAP
TOWN OF WINTHROP
SUFFOLK COUNTY, MASSACHUSETTS
PREPARED BY
JAMES W. SEWALL COMPANY, OLD TOWN, MAINE
SCALE: 1 INCH = 40 FEET
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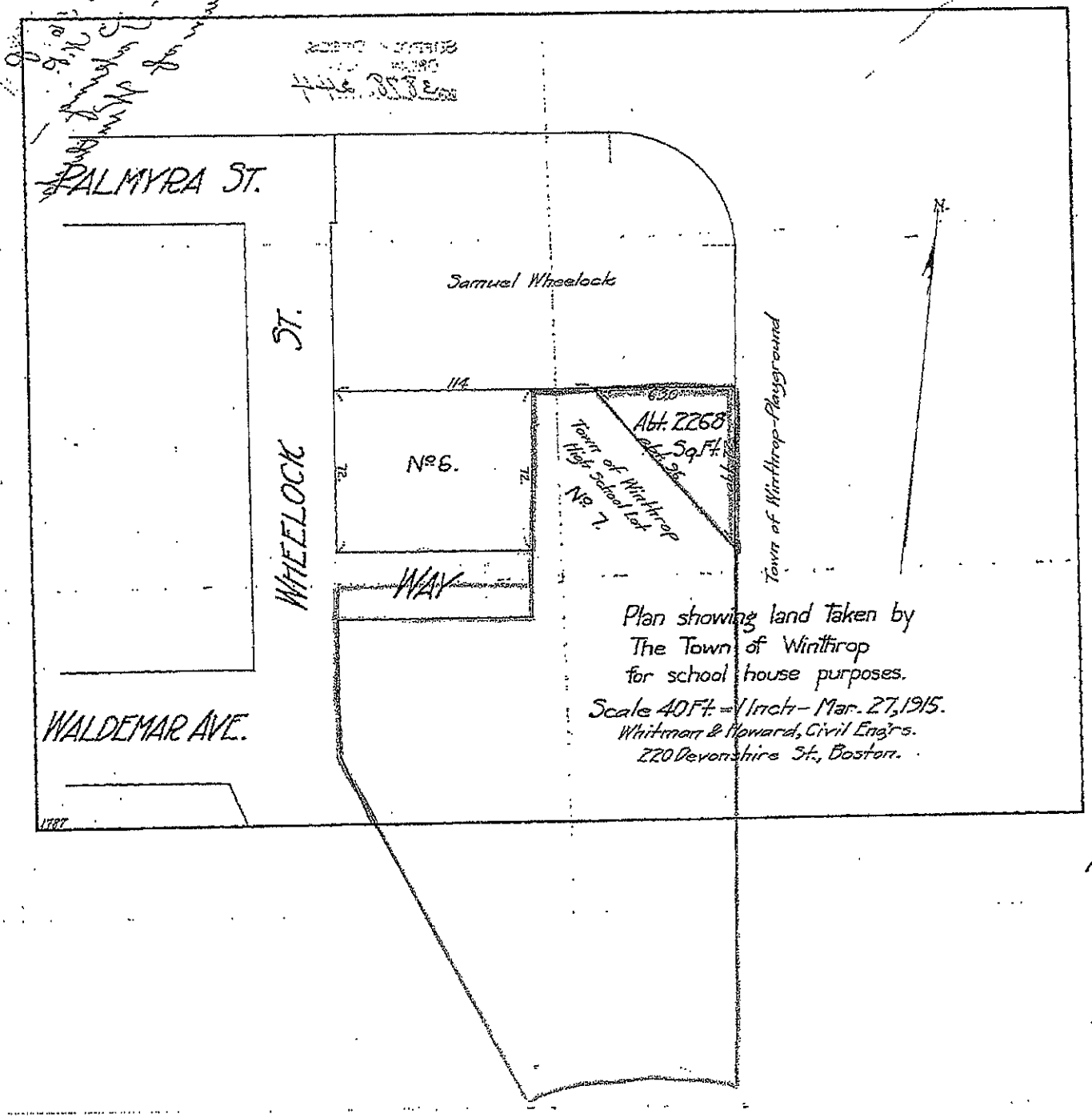

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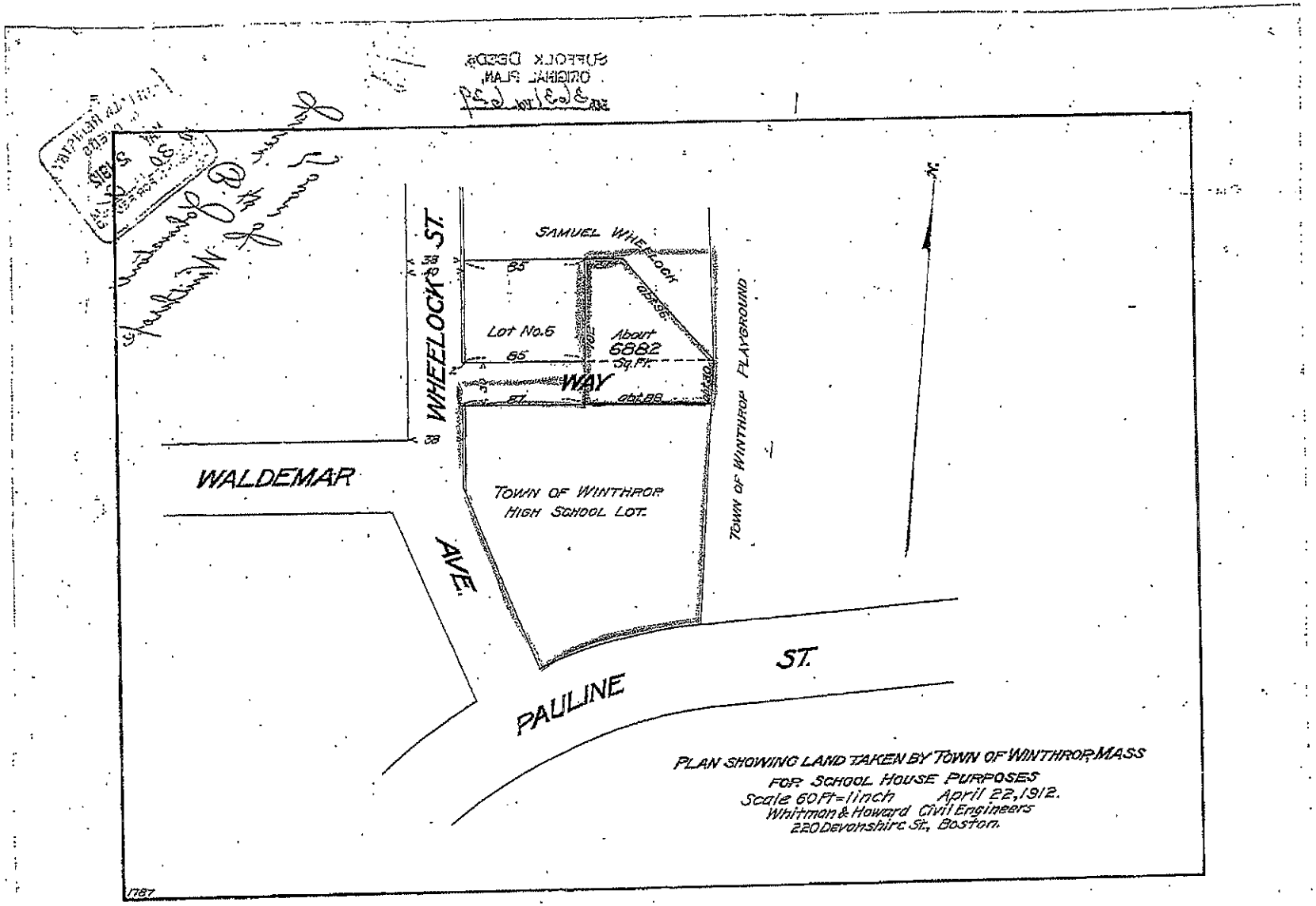

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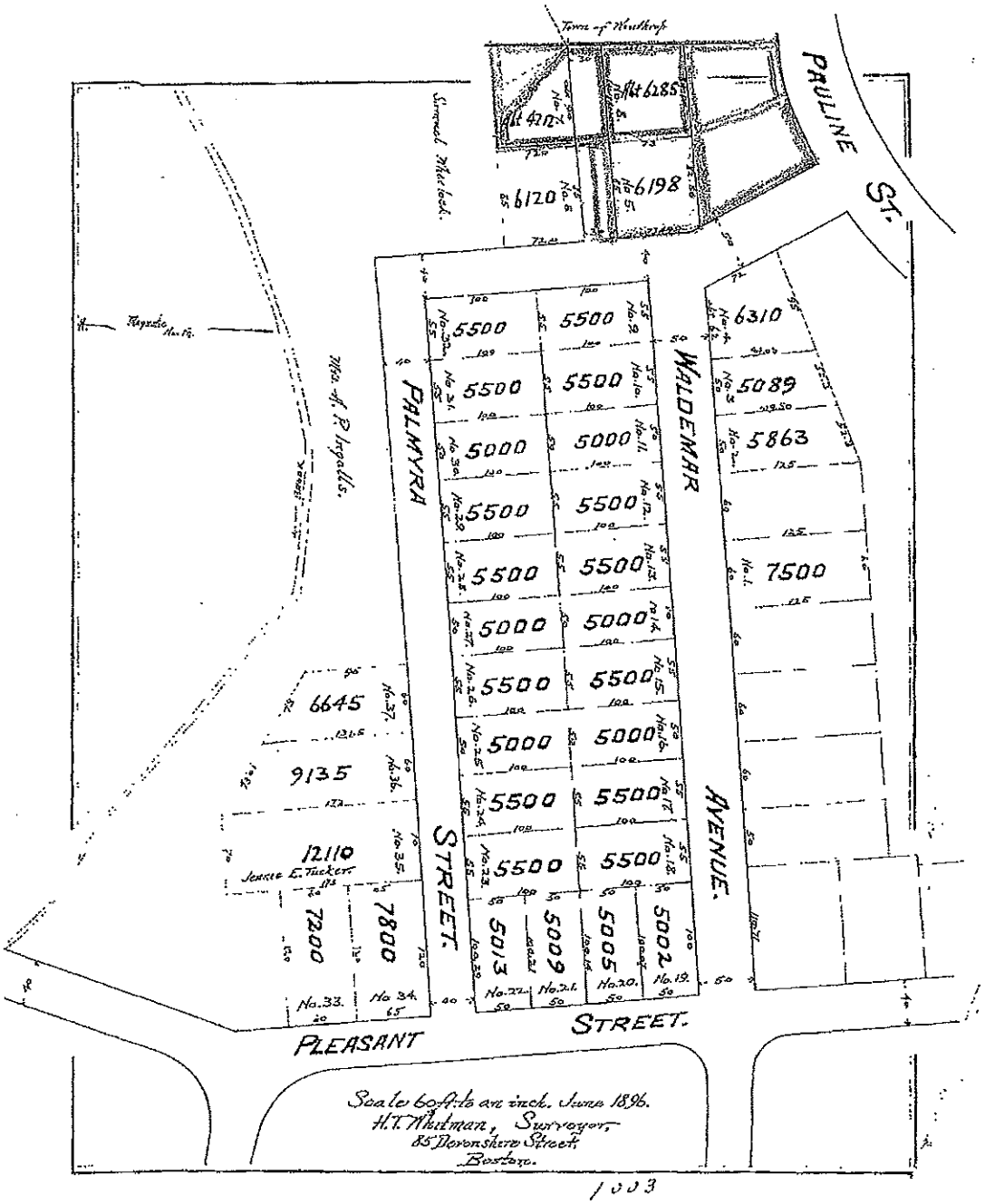
3631-629

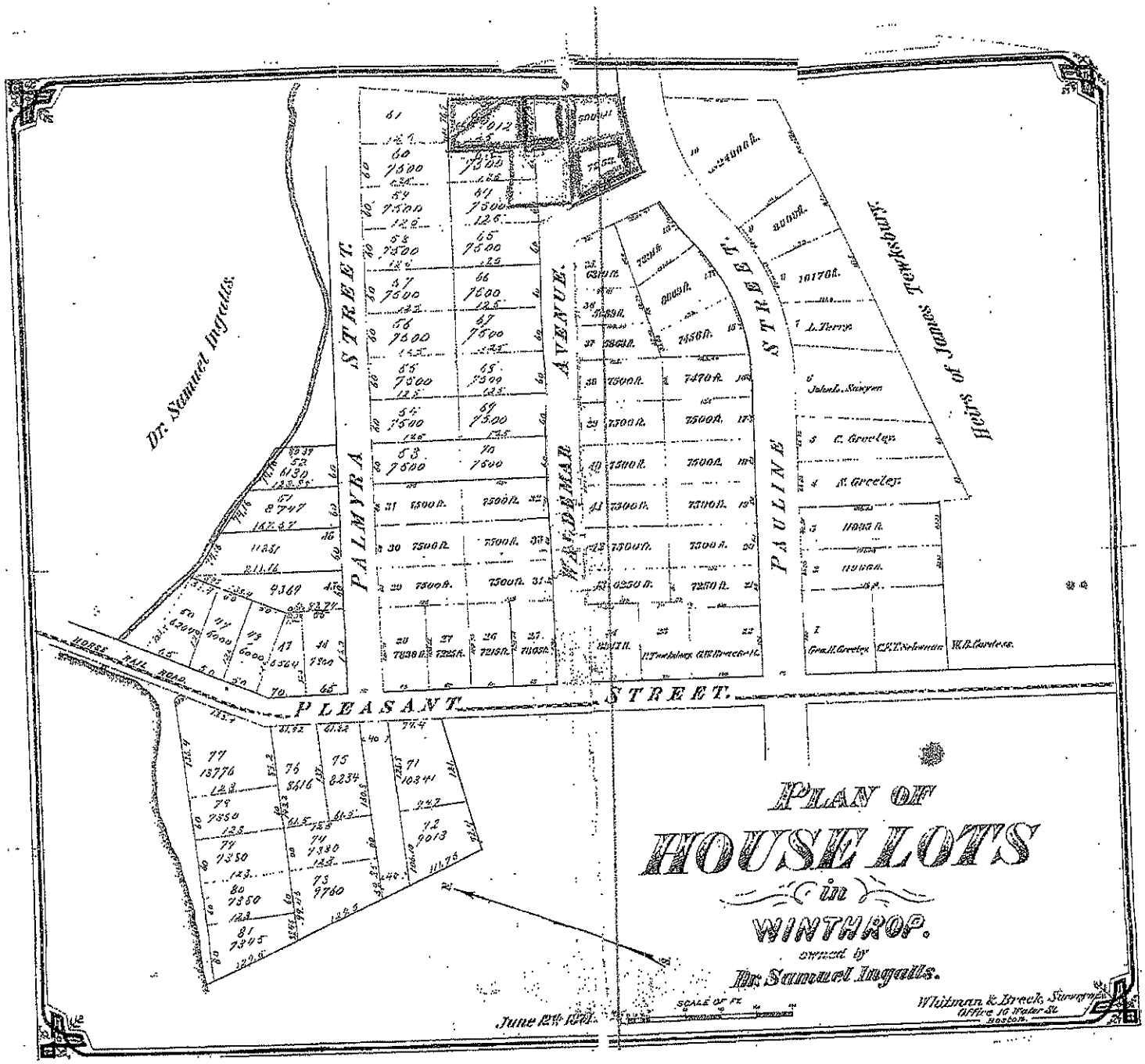
3

Plan 2400 - End



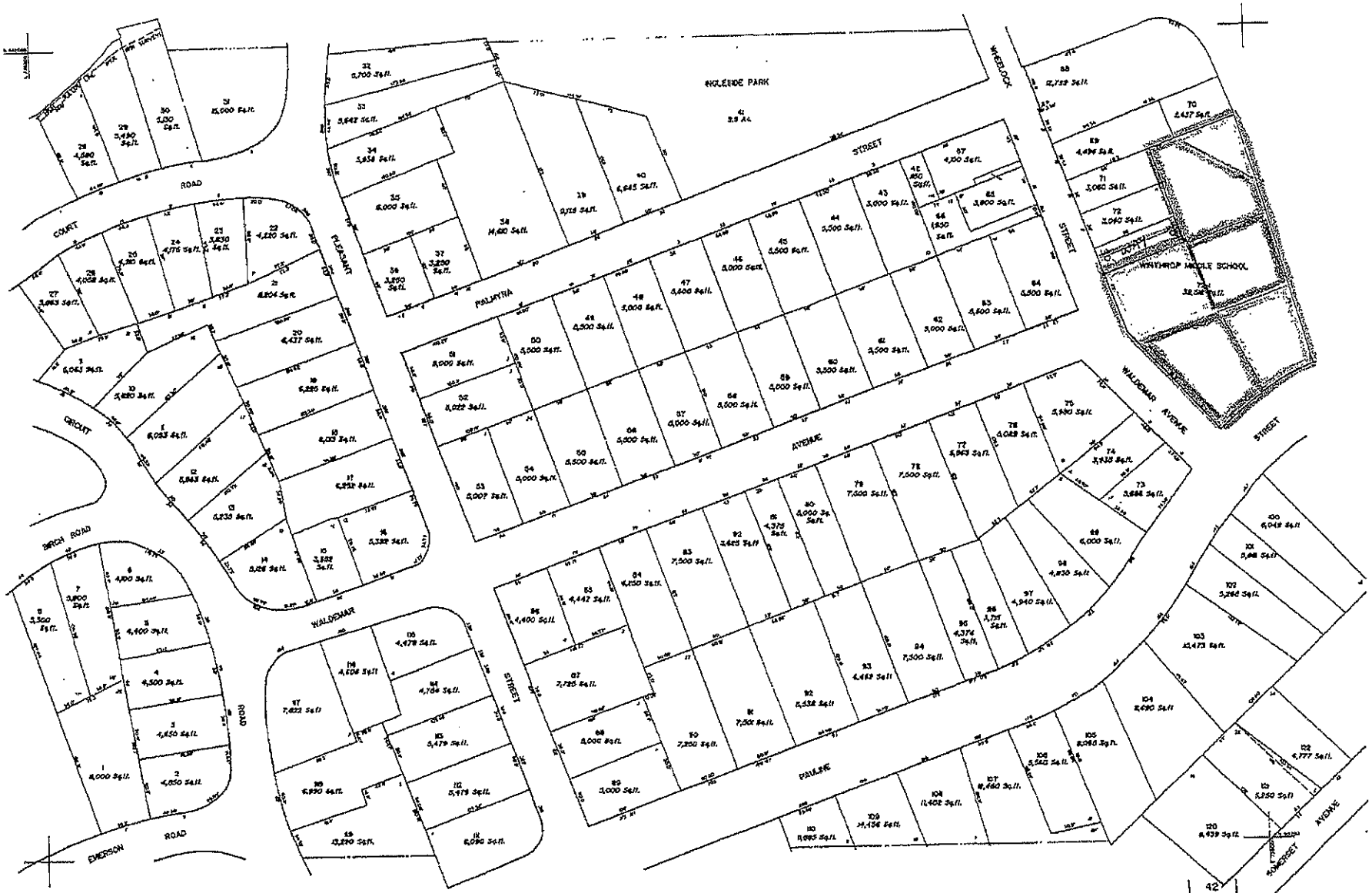
1003

4



Plan 1279-2nd

5



LEGEND
PARCEL NUMBERS.....2
MATCH LINE.....

DATE OF AERIAL PHOTOGRAPHY 3-21-96
DATE OF COMPLETION
DATE OF REVISIONS 3-21-96
3-21-96
For Assessment Purposes
Not to be used for Conveyance

TAX MAP
TOWN OF WINTHROP
SUFFOLK COUNTY, MASSACHUSETTS
PREPARED BY
JAMES W. SEWALL COMPANY, OLD TOWN, MAINE
SCALE: 1 INCH = 40 FEET

MAP NUMBER
42
34 35 36
28

3143 - 543
3144 - 159
3145 - 2
3145 - 600
~~3631 - 629~~
3634 - 312, 314

Grantor

Town of Winthrop

July 6, 1906 — Jan. 5, 2016

1900 - 10 ✓
1911 - 20 ✓
1921 - 25 ✓
1926 - 30 ✓

1929 4/16 ✓ order — 5093 - 277 ✓ — N/C
Pauline & Herman Sts.
1930 4/4 ✓ order — 5174 - 623 ✓ — N/C
Pauline & Herman Sts.
1930 12/15 ✓ U S A — 5229 - 321 ✓ — N/C
Pauline & Herman Sts.

1931 - 40 ✓
1941 - 50 ✓

1945 11/6 ✓ W J Reid — 6184 - 541 ✓ — N/C
West side Pleasant St.
1951 - 60 ✓

1951 5/9 ✓ N. V. Nelson — 6692 - 222 ✓ — N/C
Temple Ave
1951 6/7 ✓ Comm of MASS — 6703 - 549 ✓ — N/C
Winthrop Shore Drive Reservation

1961 - 65 ✓
1966 - 70 ✓

1967 1/4 ✓ order Taking — 8090 - 309 ✓ — N/C
Flats
1969 1/30 ✓ J C Scimone — 8257 - 525 ✓ — N/C
Revere Beach & Lynn R.R.
1971 - 75 ✓

1973 9/29 ✓ order — 8661 - 301 ✓ — N/C
(Sidewalks) Orlando Ave, London St, Atlantic St.
1975 - 2016 ✓

Grantee

Town of Windthrop

1900 - 1910

1903 9/29	Sewer	2923 - 593 Between Pleasant St. & Circuit Rd.	Waldemar Ave Pl. N/C
1906 7/26	CH Brooks	3145 - 2 - photo	Pauline & Wildemar Lot 11 Pl. 1279 - End
1906 7/26	CS Eldridge	3144 - 159 - photo	Wheelock St. & Passageway Lot 5 Pl. 2900 - End
1906 7/26	EC Atwood	3143 - 543 - photo	Psgway from Palmyra St. Lot 8 Pl. 2900 - End
1906 7/30	HE. McDewell Exex.	3145 - 600 - photo	Pauline & Wildemar Lot 12 Pl. 1279 - End

1911 - 20

1912 5/2	J. B. Johnstone	3631 - 629 - photo	Lot 7 & Pt of Primrose Way Pl 2900 - End.
1912 5/10	" "	3634 - 312 - photo	" "
1912 5/10	FW Tucker Tr.	3634 - 314 - photo	" "
1915 5/4	S. Wheelock	3878 - 244 - photo	
1916 5/23	" "	3957 - 368 - photo	

heirs, executors, administrators and assigns that in case a sale shall be made under the foregoing power, we or they will, upon request, execute, acknowledge and deliver to the purchaser or purchasers a deed or deeds of release confirming such sale, and said grantee and his assigns are hereby appointed and constituted the attorney or attorneys irrevocable of the said grantors to execute and deliver to the said purchaser a full transfer of all policies of insurance on the buildings upon the land covered by this mortgage at the time of such sale. And it is agreed that the grantee or his executors, administrators or assigns or any person or persons in their behalf, may purchase at any sale made as aforesaid, and that no other purchaser shall be answerable for the application of the purchase money, and that, until default in the performance or observance of the condition of this deed we and our heirs and assigns may hold and enjoy the granted premises and receive the rents and profits thereof. In Witness Whereof we the said Mary J. & Emma L. McKormick hereunto set our hand and seal this 19th day of July in the year one thousand nine hundred and six. Mary J. McKormick, Emma L. McKormick and each a seal. Signed and sealed in presence of Edward J. Morand. Commonwealth of Massachusetts Suffolk, ss. July 24, 1906. Then personally appeared the above named Mary J. McKormick and acknowledged the foregoing instrument to be her free act and deed, before me, Francis H. Blackwell, Justice of the Peace. July 24, 1906. At twelve o'clock and fifty-five minutes P. M. Received, Entered and Examined.

3143-543

Know all Men by these Presents

That we, Edward L. Atwood and Caroline L. Atwood his wife in her right, of Daytona in the State of Florida, Clarence L. Eldridge and Evelyn M. Eldridge his wife in her right, and Frank W. Tucker and Jennie E. Tucker his wife in her right all of Winthrop in the County of Suffolk and Commonwealth of Massachusetts in consideration of seven hundred dollars paid by the Town of Winthrop in said Commonwealth the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Town of Winthrop, a certain parcel of land, situated in said Winthrop, bounded and described as follows: Beg-

Edward J. Morand

Atwood

to

Town of Winthrop

Dn name "Daytona"

Lot 8

9

erly on a passageway thirty feet wide leading Easterly from Palmyra street about eighty-eight feet; Easterly on other land of said Town of Winthrop about seventy-three feet, Southerly on land of Charles H. Brooks and land of the estate of Eliza M. Soule, late of said Winthrop eighty four & 41/100 feet, Westerly on lot 5 on a plan drawn by H. J. Whitman dated June 1896 recorded with Suffolk Deeds book 2400 seventy-three feet, containing about 6285 square feet and being lot 8 on said plan. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging to the said Town of Winthrop and its successors and assigns to their own use and behoof forever. And we do hereby for ourselves and our heirs executors and administrators covenant with the said grantee and its successors and assigns that said Caroline S. Evelyn M. & Jennie E. are lawfully seized in fee simple of the granted premises; that they are free from all incumbrances, except taxes assessed May 1, 1906, that we have good right to sell and convey the same as aforesaid; and that we will and our heirs, executors and administrators shall Warrant and Defend the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons except as aforesaid. In Witness Whereof we the said Edward S. Atwood, Caroline S. Atwood, Clarence S. Eldridge, Evelyn M. Eldridge, Frank W. Tucker and Jennie E. Tucker, hereunto set our hands and seals this sixth day of July in the year one thousand nine hundred and six. Edward S. Atwood, Caroline S. Atwood, Clarence S. Eldridge, Evelyn M. Eldridge, Frank W. Tucker, Jennie E. Tucker. and each a seal: Commonwealth of Massachusetts, Suffolk, ss. July 23, 1906. Then personally appeared the above-named Jennie E. Tucker and acknowledged the foregoing instrument to be her free act and deed before me, David Floyd, Justice of the Peace.

July twenty-sixth. In the year of Our Lord One thousand Nine Hundred and Six. At eleven o'clock and seventeen minutes A. M. Received, Entered and Examined.

William H. Allen, Jr. Reg.

10

Eldridge
to
Town of
Winthrop

Know all Men by these Presents
That we, Clarence S. Eldridge and Evelyn M. Eldridge his wife in her right of Winthrop in the County of Suffolk and Commonwealth of Massachusetts, in consideration of Nine hundred twenty nine 97/100 dollars to us paid by the Town of Winthrop in said Commonwealth, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell, and convey unto the said Town of Winthrop, a certain parcel of land situated in said Winthrop, bounded and described as follows; Westerly on a passageway forty feet wide sometimes called Wheelock Street, Seventy three 49/100 feet, Northerly on a passageway thirty feet wide leading from said Wheelock Street eighty five feet, Easterly on lot 8, on a plan drawn by H. J. Whiteman, dated June 1896, recorded with Suffolk Deeds book 2400 end, seventy three feet, Southerly on land of the estate of Eliza M. Duke, late of said Winthrop, eighty two 66/100 feet. Containing 6198 square feet and being lot 5, on said plan. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Town of Winthrop and its successors and assigns, to their own use and behoof forever. And we do hereby, for ourselves and our heirs, executors and administrators covenant with the said grantee and its successors and assigns that said Evelyn M. is lawfully seized in fee simple of the granted premises, that they are free from all incumbrances, except taxes assessed May 1, 1906, that we have good right to sell and convey the same as aforesaid and that we will and our heirs, executors and administrators shall warrant and defend the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons. In witness whereof we the said Clarence S. Eldridge, and Evelyn M. Eldridge, hereunto set our hands and seals this Sixth day of July, in the year one thousand nine hundred and six. Clarence S. Eldridge, Evelyn M. Eldridge, and each as seal. Commonwealth of Massachusetts. Suffolk ss. July 7th 1906. Then personally appeared the above named Evelyn M. Eldridge, and acknowledged the

Lot 5

foregoing instrument to be her free act and deed, before me Howard O. Bartlett, Justice of the Peace, July 26, 1906, at eleven o'clock and seventeen minutes P.M. Received, Entered and Examined.

Know all Men by these Presents,

Conveyancers Title Ins Co. To Bourditch

That the Conveyancers Title Insurance Company, the holder of a certain mortgage deed given by Isaac W. Mendelsohn and Charlotte Mendelsohn to it, to secure the payment of sixty five hundred dollars, dated 12, June 1906, and recorded with Suffolk Deeds Book 3135, page 25, in consideration of sixty five hundred Dollars, to it paid by Frederick O. Bourditch as he is Trustee under deed of Milton A. Straw, dated 26 July 1882, and recorded with Middlesex Deeds Book 1616, page 388, the receipt whereof is hereby acknowledged, does hereby grant, assign, and set over unto said Bourditch, Trustee as aforesaid, and his successors, heirs and assigns, said mortgage deed, the real estate thereby conveyed, and the note, debt and claim thereby secured, and the covenants therein contained. But this assignment is made without any covenant or warranty of any kind, either express or implied, or recourse in any possible event to be had to said Company or its officers, agents, or representatives by reason of the execution thereof. To have and to hold the same to him, the said Bourditch Trustee as aforesaid and his successors heirs and assigns, to his and their own use and behoof forever; subject nevertheless to the conditions therein contained, and to redemption according to law but without recourse as aforesaid. In witness whereof, the said Conveyancers Title Insurance Company has caused its Corporate seal to be hereto affixed and these presents to be executed by its Treasurer and countersigned by its President hereto duly authorized this Seventeenth day of July in the year of our Lord nineteen hundred and six, Conveyancers Title Insurance Company by Henry H. Cross Treasurer, Countersigned Fred O. Bourditch President, and the Corporate seal. Commonwealth of Massachusetts, Suffolk ss. Boston 17 July A.D. 1906. Then personally appeared the above named Treasurer, Henry H. Cross and acknowledged the foregoing instrument to be the free act and deed of the Conveyancers Title Insurance Company before me Edwin A. Drown Justice of the Peace. July 27, 1906, at 1 o'clock 59 min P.M. Rec'd Ent'd & Exam'd

3145
2

Frank E. Dennis justice of the Peace July 26, 1906, at eleven o clock and seventeen minutes A. M. Received Entered and Examined

3145 - 2

Brooks
— to —
Town of Winthrop

Know all men by these Presents.

That I, Charles H. Brooks of Medford in the County of Middlesex and Commonwealth of Massachusetts in consideration of Twenty-five hundred & five dollars to me paid by the Town of Winthrop in said Commonwealth, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell, and convey unto the said Town of Winthrop, a certain parcel of land, with the buildings thereon, situated in said Winthrop, bounded and described as follows: Southeasterly on Pauline street fifty seven feet; Southwesterly on lot 12 on a plan herein after mentioned ninety-two & 4/10 feet; Northwesterly on Waldemar avenue eighty-four feet; Northeasterly on other land of this grantee seventy nine & 4/10 feet, Being lot 11 shown on a plan dated June 12, 1874, recorded with Suffolk Deeds, book 1279 end. Being the same premises conveyed to me by deed of J. Henry Thorpe dated April 11, 1905 recorded as aforesaid book 3033. page 367. To have and to hold the granted premises with all the privileges and appurtenances thereto belonging, to the said Town of Winthrop and its successors 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 its successors and assigns that I am lawfully seized in fee simple of the granted premises, that they are free from all incumbrances except taxes assessed May 1, 1906. that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors and administrators shall warrant and defend the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons. And for the consideration aforesaid, I, Nellie F. Brooks, wife of said Charles H. Brooks do hereby release unto the said grantee and its successors and assigns all right of or to both dower and homestead in the granted premises and all rights by statutes and all other rights therein. In witness whereof we the said Charles H. Brooks and Nellie F. Brooks hereunto set our hands and seals this tenth day of July in the year one thousand nine hundred and six. Charles H. Brooks Nellie F. Brooks and each

Lot 11

13

a seal. Signed, sealed and delivered in presence of David Floyd. Commonwealth of Massachusetts. Suffolk ss. July 13, 1906. Then personally appeared the above named Charles H. Brooks and acknowledged the foregoing instrument to be his free act and deed, before me David Floyd Justice of the Peace. July 26, 1906 at eleven o'clock and seventeen minutes A. M. Received, Entered and Examined. ✓

Know all men by these Presents.

Hall — to — Spearrin

that I, Charles E. Hall of Revere, County of Suffolk and Commonwealth of Massachusetts, in consideration of One dollar and other valuable considerations paid by Elizabeth J. Spearrin wife of William S. Spearrin, of Boston, County of Suffolk and said Commonwealth the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Elizabeth J. Spearrin and her heirs and assigns forever a certain parcel of land, with the buildings thereon, situated in Revere, in said County of Suffolk and said Commonwealth comprising the lot numbered fifty nine (59), on block I. in the plan entitled Section E. sea shore division of Orient Heights, Revere, Massachusetts belonging to the Boston Land Company, recorded in Suffolk Registry of Deeds end of Lib. 1284. The said parcel of land is bounded: Southwesterly on Bellingham Avenue fifty feet. Northwesterly on lot fifty eight (58) on said block and plan one hundred feet. Northeasterly on lot nine (9) on said block and plan fifty feet. Southeasterly on lot sixty (60) on said block and plan One hundred feet. Containing five thousand (5000) square feet, more or less, being the same premises conveyed to said Charles E. Hall by Conray P. Hall by deed dated fourth day of July 1905 and recorded with Suffolk Deeds Book 3054 Page 447. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Elizabeth J. Spearrin and her heirs and assigns, to their own use and behoof forever. And I do hereby, for myself and my heirs executors and administrators covenant with the said grantee and her heirs and assigns that I am lawfully seized in fee simple of the granted premises, that they are free from all incumbrances; that I have good right to sell and convey the same as aforesaid; and that I will and my heirs executors and administrators shall warrant and defend

14

3145
600

the same to the said Hattie C. McDewell executrix as aforesaid and her heirs and assigns to their own use and behoof forever. But this release shall not in any way affect or impair my right to hold under the said mortgage and as security for the sum remaining due thereon, or to sell under the power of sale in said mortgage contained, all the remainder of the premises therein conveyed and not hereby released. In witness whereof I hereunto set my hand and seal this twenty-eighth day of June A.D. 1906 Edward C. Atwood and a seal signed and sealed in presence of C. M. Bingham Jr. A. K. Brokam. State of Florida Volusia County ss. June 28th 1906. Then personally appeared the above-named Edward C. Atwood and acknowledged the foregoing instrument to be his free act and deed, before me C. M. Bingham Jr. Notary Public State at large Com. expires July 10, 1909 and his notarial seal ____ July 30, 1906 at three o'clock ~~fifty-nine minutes P.M. Received & Examined~~ ✓

3145·600

McDewell Extx. to Inhabitants of the Town of Winthrop

Know All Men by these presents that whereas I Hattie C. McDewell of Brookline County of Norfolk, Commonwealth of Massachusetts as Executrix of the last will of Eliza M. Soule late of Winthrop County of Suffolk and Commonwealth aforesaid by virtue of a license granted to me on the twenty-eighth day of July 1906 by the Probate Court for the County of Suffolk have sold the real estate of the said deceased hereinafter described at private sale to the Inhabitants of the Town of Winthrop, a municipal corporation duly organized according to the laws of this Commonwealth for the sum of three thousand (3000) dollars. Now therefore in consideration of the said sum of three thousand (3000) dollars to me paid by the said Inhabitants of the Town of Winthrop, the receipt whereof is hereby acknowledged I do, as Executrix as aforesaid, and by virtue of the aforesaid license hereby grant, bargain sell and convey unto the said Inhabitants of the Town of Winthrop, the following described parcel of land with the buildings thereon situate in said Town of Winthrop and bounded and described as follows: Southerly by Pauline Street sixty (60) feet, Westerly by Waldemar Avenue, one

Lot 12

15

hundred nineteen and eight tenths (119.8) feet, Northerly by land now or late of Evelyn M. Eldridge eighty-two and eight tenths (82.8) feet, Easterly by land now of Charles H. Brooks ninety-two and four tenths (92.4) feet. Being Lot No. 12 on plan of house lots in Winthrop owned by Dr. Samuel Ingalls recorded with Suffolk Deeds, Book 1279 at the end. The above premises being hereby conveyed subject to taxes assessed May first 1906. To have and to hold the granted premises with all the privileges and appurtenances thereto belonging to the said Inhabitants of the Town of Winthrop and its successors and assigns, to their own use and behoof forever. In witness whereof I hereto set my hand and seal this twenty-eighth day of July in the year one thousand nine hundred and six Hattie E. McDewell Executrix under will of Eliza M. Soule and a seal Signed and sealed in presence of Dana B. Jefferson Commonwealth of Massachusetts Suffolk ss July 28th 1906. Then personally appeared the above named Hattie E. McDewell and acknowledged the foregoing instrument to be her free act and deed, before me Dana B. Jefferson Justice of the Peace _____ July 30 1906 at three o'clock & fifty-nine minutes P. M. Received, Entered & Examined

Attest: Thos. H. Hamblen Reg.

Conveyancers Title Ins. Co. to Lochhead

~~Know All Men by these presents~~ That the Conveyancers Title Insurance Company of Boston in the County of Suffolk the present holder of a Mortgage given by Robert S. Hamilton to Susan B. Wiswell dated 29 October A.D. 1875, recorded with Suffolk Deeds Lib. 1207 fol 294 hereby constitutes and appoints John L. Lochhead of Winthrop its true and lawful Attorney or Attorneys, for it and in its name and stead, to make an entry upon and take open, quiet and peaceable possession of the premises described in said Mortgage for breach of the condition of said Mortgage and for the purpose of foreclosing the same, and to do any and every other act, matter and thing that in his or their judgment may be necessary or expedient to effect a foreclosure of the same by exercising the power of sale contained in said Mortgage except only the giving a deed of the premises pursuant to said power. Witness the Corporation's seal and the execution hereof by its President and Treasurer hereto

all persons claiming by, through or under me, but against none other. IN WITNESS WHEREOF I the said William F. Marson, being unmarried hereunto set my hand and seal this first day of May in the year one thousand nine hundred and twelve. William F. Marson and a seal. Signed and sealed in presence of - COMMONWEALTH OF MASSACHUSETTS. Suffolk ss Boston, May 1, 1912. Then personally appeared the above-named William F. Marson and acknowledged the foregoing instrument to be his free act and deed, before me Samuel O. Reinstein Justice of the Peace.---------- May 2, 1912 at ten o'clock and twenty one minutes A. M. Received Entered and Examined.----------

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3631-629

STATEMENT OF TAKING.

JOHNSTONE
est
to
TOWN OF
WINTHROP

Whereas the inhabitants of the Town of Winthrop at a meeting of said Town duly called for the purpose, and held on April 2nd 1912 did vote to take in fee the hereinafter described parcel of land within the limits of said Town of Winthrop for the purpose of the enlargement of the present school house lot on the corner of Pauline Street and Waldemar Avenue, in said Winthrop, and for the purpose of erecting thereon a building to be used for a public school, a true and attested copy of which vote is hereto attached and made a part of this instrument; and Whereas, Fred G. Curtis, Walter B. Thayer, Jr. and Brendan J. Keenan, have been duly elected Selectmen of said Town of Winthrop by the legal voters of said Town, and have been qualified as and now constitute the Board of Selectmen of said Town of Winthrop, Now, therefore know all men by these presents, that the Town of Winthrop, acting under and by virtue of the power and authority of sections 47, 48 and 49 of Chapter 25, and section 51 of Chapter 42 of the Revised Laws of Massachusetts, and of every other power and authority it hereto enabling has taken and now takes, and we, the said Fred G. Curtis, Walter B. Thayer, Jr. and Brendan J. Keenan, Selectmen of said Town of Winthrop, pursuant to and in execution of the provisions of section 48 of said Chapter 25 of said Revised Laws, do hereby declare that said Town of Winthrop, has taken and does take, in fee by the right of eminent domain, the hereinafter described parcels of land, and estates and all rights and easements in and over the same, the same being within the limits of said Town of Winthrop, for the purpose of enlargement of the present school house lot on the corner of Pauline Street and Waldemar Avenue, and now used for school purposes, and for erecting thereon a building to be used for a public school for the use of said Town, the said parcel of land so taken as aforesaid being bounded and described

Taking

6882
54

17

as follows, to wit:- A certain parcel of land, situated in said Winthrop, together with all rights, privileges and easements therein, if any there be, bounded commencing at the northeast corner of lot eight (8) as shown on the hereinafter mentioned plan (being a portion of said present school house lot), thence running northerly by other land of said Town of Winthrop about thirty (30) feet, to the southeast corner of lot seven (7) on said plan; thence running northwesterly by land now or formerly of Samuel Wheelock, about ninety-six (96) feet; thence turning and running westerly by said last mentioned land twenty-seven (27) feet to lot six (6) on said plan; thence turning and running Southerly by said lot six (6) and by the easterly side line of said lot six (6) continued southerly a distance of one hundred and two (102) feet. more or less, to said lot eight (8); thence turning and running easterly by said lot eight (8),(being the aforesaid present school-house lot) a distance about eighty-eight (88) feet, to the point begun at and containing about 6882 square feet of land according to said plan. Being and comprising all of the lot shown as lot seven (7) on a plan dated June 1896, drawn by H. T. Whitman, Surveyor, and recorded with Suffolk Deeds at the end of Book 2400, together with all that portion of the thirty (30) foot private way shown on said plan running easterly from Wheelock Street, which lies easterly on the said easterly side line of said lot six (6) extended southerly to said present school-house lot. The said premises so taken as aforesaid, are shown and delineated as the parcel marked in red on a plan entitled "Plan showing land taken by the Town of Winthrop for School House purposes", drawn by Whitman & Howard, Civil Engineers, dated April 22nd 1912 and to be recorded herewith, to which plan reference is hereby made for a more particular description of said land so taken as aforesaid. All of said land is supposed to belong to James B. Johnstone and as the said Johnstone has agreed with the said Selectmen as to his damages for such taking, it is determined that no damages have been caused by the Taking as aforesaid, and no award of damages is made. All names of owners herein stated and given are supposed to be correct as herein stated, but said land is taken as aforesaid whether the ownership of said land is as above stated or otherwise. IN WITNESS WHEREOF, we, the said Fred G. Curtis, Walter B. Thayer, Jr., and Brendan J. Keenan, Selectmen of the Town of Winthrop as aforesaid, hereunto set our hands and seals, and the said Town of Winthrop has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Fred G. Curtis, Walter B. Thayer, Jr., and Brendan J. Keenan its Board

18

of Selectmen, hereunto duly authorized, this twenty-ninth day of April A. D. 1913. Fred G. Curtis, Brendan J. Keenan, Walter B. Thayer,Jr., Selectmen of the Town of Winthrop and each a seal.. Town of Winthrop By Fred G. Curtis, Brendan J. Keenan. Walter B. Thayer Jr Selectmen of the Town of Winthrop and the Corporate Seal.----------

WINTHROP, MASS., April 13, 1913. Office of the Town Clerk.--I hereby certify that the following is a true copy from the Records of the Town of Winthrop of the vote under Article 14 of a warrant calling a Town Meeting for March 11, 1913. Action was taken on the above mentioned article on April 8, 1913, an adjournment of the Annual Town Meeting. Article 14. Mr. Frank F. Cook offered a motion to take in fee the land described in Article 14. Under Mr. Cook's motion as offered it was by more than a two thirds vote, there being only two votes in the negative. Voted: that the Town of Winthrop acting under and by authority of the provisions of Section 47 of Chapter 25 of the Revised Laws of Massachusetts, and of Section 51 of Chapter 42 of said Revised Laws, and all Acts amendatory thereof or supplementary thereto, and of every other power and authority it hereto enabling, take in fee the following described parcel of land, situate within the Town of Winthrop for the purpose of enlargement of the present school-house lot on the corner of Pauline Street and Waldemar Avenue, now owned by the Town and used for school purposes, and for erecting thereon a building to be used for a public school or an addition to the existing school-house on said present school-house lot, The said parcel of land, taken as aforesaid, is bounded and described as follows, to wit:- a certain parcel of land, situated in said Winthrop, together with all rights, privileges and easements therein, if any there be, bounded commencing at the northeast corner of lot eight (8) as shown on the hereinafter mentioned plan, (being a portion of said present school-house lot) thence running northerly by other land of said Town of Winthrop about thirty (30) feet, to the southeast corner of lot seven (7) on said plan; thence running northwesterly by land formerly of Samuel Wheelock, now of said Town, about ninety-six (96) feet; thence turning and running westerly by said last mentioned land twenty-seven (27) feet to lot six (6) on said plan; thence turning and running southerly by said lot six (6) and by the easterly side line of said lot six (6) continued southerly a distance of one hundred and two (102) feet, more or less, to said lot eight (8); thence turning and running easterly by said lot eight (8),(being the aforesaid present school-house lot) a distance of about eighty-eight (88) feet, to the point begun at and containing about 6882 square feet

3634
312

1910, and recorded with the Suffolk County Registry of Deeds, book 3483, page 374, do hereby acknowledge that we have received full payment and satisfaction of the debt thereby secured and of the conditions therein contained, and in consideration thereof we do hereby cancel and DISCHARGE said mortgage. IN WITNESS WHEREOF we hereunto set our hands and seals this Second day of May A. D. 1912. Frank W.Tucker Clarence S. Eldridge Trustees and each a seal. COMMONWEALTH OF MASSACHUSETTS. Suffolk, ss. May 2, 1912. Then personally appeared the above-named Frank W. Tucker, and Clarence S. Eldridge and acknowledged the foregoing instrument to be their free act and deed, before me,- David Floyd Justice of the Peace.------- May 10, 1912, at three o'clock and forty-two minutes P. M. Received, Entered and Examined.

---------- 3634 - 312

JOHNSTONE et ux to THE TOWN OF WINTHROP

KNOW ALL MEN BY THESE PRESENTS That we, James B. Johnstone and Emma G. Johnstone, both of Winthrop, in the County of Suffolk, and Commonwealth of Massachusetts, in consideration of the sum of one ($1.00) dollar and other valuable considerations to us paid by the Town of Winthrop, the receipt whereof is hereby acknowledged, do hereby grant, remise, release, and forever quitclaim unto the said Town of Winthrop. its successors and assigns forever, certain pieces or parcels of land, easements, and rights in land, situate in said Winthrop, bounded and described as follows, to wit:- A certain parcel of land, situated in said Winthrop, together with all rights, privileges and easements therein, if any there be, bounded commencing at the northeast corner of lot eight (8), as shown on the hereinafter mentioned plan, (being a portion of said present school-house lot), thence running northerly by other land of said Town of Winthrop, about thirty (30) feet, to the southeast corner of lot seven (7) on said plan; thence running northwesterly by land now or formerly of Samuel Wheelock, about ninety-six (96) feet; thence turning and running westerly by said last mentioned land twenty-seven (27) feet to lot six (6) , on said plan; thence turning and running southerly by said lot six (6), and by the easterly side line of said lot six (6), continued southerly a distance of one hundred and two (102) feet, more or less, to said lot eight (8); thence turning and running easterly by said lot eight (8), (being the aforesaid present school-house lot), a distance of about eighty-eight (88) feet, to the point begun at and containing about 6882 square feet of land according to said plan. Being and comprising all of the lot shown as lot seven

Conf Deed

confirms parcel on sh17

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(7) on a plan dated June 1896, drawn by H. T. Whitman, Surveyor, and recorded with Suffolk Deeds, at the end of Book 2400, together with all that portion of the thirty (30) foot private way shown on said plan, running easterly from Wheelock Street, which lies easterly of the said easterly side line of said lot six (6) extended southerly to said present school-house lot. For title see deed of Edward C. Atwood et al Trustees to said James B. Johnstone, dated Aug. 19, 1910, and recorded with Suffolk Deeds, Book 3483, page 373. Meaning and intending hereby to release and convey to said Town of Winthrop all the land and all rights and interests therein which were taken from us or either of us by said Town of Winthrop, in and by a certain Instrument of Taking made by said Town of Winthrop, for school purposes, dated April 29th, 1912, signed by the Selectmen of said Town, and duly recorded with said Suffolk Deeds, on May 2nd, 1912, to which Instrument of Taking and to the plan recorded therewith reference is hereby made for a particular description of the granted premises. And for the consideration aforesaid, we hereby for ourselves, our heirs, executors, and administrators, release, acquit and forever discharge the said Town of Winthrop, its officers, agents, and servants, of and from all suits, actions, claims, and demands whatsoever, which we or they now have or may hereafter have for damages, costs, expenses, or compensation for or by reason of the aforesaid taking, or connected with and growing out of the same, or the locating of a school house thereon, which we can in any manner release or discharge, and we hereby acknowledge to have received full payment and satisfaction for all claims and demands for the taking of the above described parcels of land and rights and easements in lands. TO HAVE AND TO HOLD the aforegranted premises, with all the rights, privileges, and appurtenances thereto belonging, to the said Town of Winthrop, its successors and assigns, forever, for school purposes. And we do hereby, for ourselves, our heirs, executors, and administrators, covenant with the said grantee, and its successors and assigns, that the granted premises are free from all encumbrances made or suffered by us, except as aforesaid, and that we and our heirs, executors, and administrators, shall warrant and defend the same to the said grantee and its successors and assigns forever, against all lawful claims and demands of all persons claiming by, through, or under us, but against none other, and that we will and they shall indemnify and save harmless the said Town of Winthrop, from all lawful claims and demands for damages, compensation or awards by reason of the aforesaid Taking

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made by any person or persons claiming by, through, or under us. And for the consideration aforesaid, I, Emma G. Johnstone, wife of the said James B. Johnstone, do hereby release unto the said grantee, and its successors, and assigns, all right of or to both dower and homestead in the granted premises, and all other rights and interest therein. IN WITNESS WHEREOF, we, the said James B. Johnstone, and Emma G. Johnstone, hereunto set our hands and seals this tenth day of May A. D. 1913. James B. Johnstone. and a seal. Emma G. Johnstone and a seal. Signed, sealed, and delivered in the presence of Harold W. Orcutt to both. COMMONWEALTH OF MASSACHUSETTS. Suffolk, ss. May 10th, 1913. Then personally appeared the above-named James B. Johnstone and Emma G. Johnstone and acknowledged the foregoing instrument to be their free act and deed, before me,- Harold W. Orcutt Justice of the Peace.---------- May 10, 1913, at three o'clock and forty-two minutes P. M. Received, Entered and Examined.----------

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TUCKER et al Trs. to THE TOWN OF WINTHROP

KNOW ALL MEN BY THESE PRESENTS, That we Frank W. Tucker, and Clarence S. Eldridge, both of Winthrop, in the County of Suffolk, and Commonwealth of Massachusetts, Trustees of the "Ingleside Park Land Trust, Winthrop," under an Instrument executed by Augusta P. Ingalls, dated Sept. 1st, 1908. and recorded with Suffolk Deeds, Book 3475 Page 583, the present owners and holders of a certain mortgage given by James B. Johnstone to us, as Trustees as aforesaid, dated Aug. 19, 1910, and recorded with Suffolk Deeds, book 3483, page 374, by virtue and in execution of the power and authority to us given in and by said instrument, and of every other power and authority us hereto enabling, and in consideration of one ($1.00) dollar and other valuable considerations paid by the Town of Winthrop, a municipal corporation duly organized by law, the receipt whereof is hereby acknowledged, do hereby remises, release, and forever quitclaim unto the said Town of Winthrop, its successors and assigns, forever, all right, title, and interest which we acquired under the aforesaid mortgage in or to the premises therein conveyed, which are described as follows, viz, A certain parcel of land, situated in said Winthrop together with all rights, privileges, and easements therein, if any there be, bounded commencing at the northeast corner of lot eight (8), as shown on the hereinafter mentioned plan, (being a portion of said present school house lot), thence running northerly by other land of said Town of Winthrop, about thirty (30) feet, to the south-

Deed contains 2 parcels (882 SF) from

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east corner of lot seven (7), on said plan; thence running northwesterly by land now or formerly of Samuel Wheelock, about ninety-six (96) feet; thence turning and running westerly by said last mentioned land twenty-seven (27) feet to lot six (6), on said plan ; thence turning and running southerly by said lot six (6) and by the easterly side line of said lot six (6) , continued southerly a distance of one hundred and two (102) feet, more or less, to said lot eight (8); thence turning and running easterly by said lot eight (8), (being the aforesaid present school-house lot) a distance of about eighty- eight (88) feet, to the point begun at; and containing about 6882 square feet of land according to said plan. Being and comprising all of the lot shown as lot seven (7) on a plan dated June 1896, drawn by H. T. Whitman, Surveyor, and recorded with Suffolk Deeds, at the end of Book 2400, together with all that portion of the thirty (30) foot private way shown on said plan running easterly from Wheelock Street, which lies easterly of the said easterly side line of said lot six (6) extended southerly to said present school-house lot. Meaning and intending hereby to release all and singular the lands, rights, and easements released to said Town of Winthrop in and by a certain deed by James B. Johnstone et al., dated this day and to be filed for record herewith, and meaning also to release to said Town of Winthrop all and singular, the premises described in a certain Instrument of Taking by said Town of Winthrop for School purposes, signed by its Board of Selectmen, dated April 29th, 1912, and duly recorded with said Suffolk Deeds, to which Instrument of Taking, and to the plan recorded therewith, reference is hereby made for a more particular description of the released premises. And for the consideration aforesaid, we, as Trustees, as aforesaid, and holders of said mortgage as aforesaid, hereby for ourselves, and our successors in Trust, release, acquit and forever discharge said Town of Winthrop, its officers, agents, and servants,of and from all suits, actions, claims and demands whatsoever, which we or they, as Trusteesas aforesaid, now have or may hereafter have under or by virtue of said mortgage for damages, costs, expenses or compensation for or by reason of the aforesaid taking of the above released premises. TO HAVE AND TO HOLD the same to the said Town of Winthrop, and its successors and assigns, to their own use and behoof forever. IN WITNESS WHEREOF, we hereunto set our hands and seals this Second day of May, A. D. 1912. Frank W. Tucker, Clarence S. Eldridge, Trustees and each a seal. COMMONWEALTH OF MASSACHUSETTS. Suffolk, ss. May 2, 1912. Then personally appeared the

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above named Frank W. Tucker and Clarence S. Eldridge, trustees and acknowledged the foregoing instrument to be their free act and deed, before me,- David Floyd Justice of the Peace.------- May 10, 1913, at three o'clock and forty-two minutes P. M. Received, Entered and Examined.

BUITTA to BUITTA

KNOW ALL MEN BY THESE PRESENTS that I, Louis S. Buitta of Somerville in the County of Middlesex, and Commonwealth of Massachusetts, in consideration of Thirteen hundred and fifty dollars, paid by Vincent Buitta of Needham in the County of Norfolk and said Commonwealth the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell, and convey unto the said Vincent Buitta and his heirs and assigns, two certain lots or parcels of land situated in Boston, in the County of Suffolk, and said Commonwealth and being lots 75 and 113 on a plan of land by Aspinwall and Lincoln, Civil Engineers, dated July 1906, and recorded with Suffolk Registry of Deeds, at end of Book 3133. Being the same premises conveyed to me by Andrew J. Peters, as Trustee by deed dated June 21st, 1910, and recorded with said Deeds, in book 3463, page 537, to which deed and the aforesaid plan reference is hereby made by a more particular description. TO HAVE AND TO HOLD the granted premises, with all the privileges and appurtenances thereto belonging, to the said Vincent Buitta, and his heirs and assigns, to their own use and behoof forever. And I hereby for myself and my heirs, executors, and administrators, COVENANT with the grantee and his heirs and assigns, that I am lawfully seized in fee simple of the granted premises, that they are free from all incumbrances, except taxes for the current year that I have good right to sell and convey the same as aforesaid; and that I will, and my heirs, executors, and administrators, shall WARRANT AND DEFEND the same to the grantee and his heirs and assigns, forever against the lawful claims and demands of all persons. PROVIDED NEVERTHELESS, that if I, or my heirs, executors, administrators, or assigns, shall pay unto the grantee, or his executors, administrators, or assigns, the sum of Thirteen hundred and fifteen dollars according to a note of even date herewith and secured by this mortgage, and until such payment shall pay all taxes and assessments, to whomsoever laid or assessed, whether on the granted premises, or on any interest therein, or on the debt secured hereby; and shall not commit or suffer any strip or waste of the granted premises, or any breach of any covenant herein contained; then this deed, as also the note of even date herewith, signed by

Dis 3866 p.552

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Received, Entered and Examined.

PHILBRICK et ux to RICHARDSON

We, Charles B. Philbrick and Phoebe G. Philbrick, his wife in her right, of Dedham, Norfolk County, Massachusetts, for consideration paid, grant to Walter G. Richardson of Boston, Suffolk County, Massachusetts, with MORTGAGE COVENANTS to secure the payment of FOUR HUNDRED THIRTY-FIVE ($435.) Dollars in monthly payments of Fifteen Dollars each, with five per centum interest per annum payable quarterly after October 1, 1915 as provided in a note of even date, the land in that part of said Boston called West Roxbury comprising Lot numbered 91 on a plan made by W. C. Bates, dated January 15, 1914, recorded with Suffolk Deeds, Book 3787, page 161, and bounded and described as follows:- Southwesterly by Mosgrove Avenue, forty-three feet; Northwesterly by Lot 90, on said plan, ninety-three feet; Northeasterly by Lot 80, on said plan, forty-three feet; and Southeasterly by Lots 61 and 60 on said plan, ninety-three feet. Containing 3999 square feet of land. Being the same premises conveyed to the said Phoebe G. Philbrick by John A. Havey et al, by deed of even date herewith to be recorded and being hereby conveyed subject to the restrictions therein contained. This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale. WITNESS our hands and seals this first day of May 1915. Charles B. Philbrick and a seal. Phoebe G. Philbrick and a seal. COMMONWEALTH OF MASSACHUSETTS. Suffolk ss. May 3rd, 1915. Then personally appeared the above named Phoebe G. Philbrick and acknowledged the foregoing instrument to be her free act and deed, before me, John A. Havey, Justice of the Peace. May 4, 1915. At two o'clock and forty-five minutes P. M. Received, Entered and Examined.

3878 - 244

WHEELOCK Est. to TOWN OF WINTHROP.

STATEMENT OF TAKING. Whereas the inhabitants of the Town of Winthrop, at a meeting of said Town duly called for the purpose, and held on March 18, 1915, did duly vote to take in fee the hereinafter described parcel of land within the limits of said Town of Winthrop for the purpose of the enlargement of the present school house lot on the corner of Pauline Street and Waldemar Avenue, in said Winthrop, and for the purpose of erecting thereon a building to be used for a public school, a true and attested copy of which vote is hereto attached, and made a part of this instrument; and Whereas, Joshua G. Remby, Winthrop Magee and James S. Carr, have been duly elected Selectmen of said Town of Winthrop, by the legal

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voters of said Town, and have been qualified as and now constitute the Board of Selectmen of said Town of Winthrop. Now, therefore, know all men by these presents, that the Town of Winthrop, acting under and by virtue of the power and authority of Sections 47, 48 and 49 of Chapter 25, and Section 51 of Chapter 43, of the Revised Laws of Massachusetts, and of every other power and authority it hereto enabling, has taken and now takes, and we, the said Joshua C. Hemby, Winthrop Mages and James S. Carr, Selectmen of said Town of Winthrop, pursuant to and in execution of the provisions of Section 48 of said Chapter 25 of said Revised Laws, do hereby declare that said Town of Winthrop has taken and does take, in fee by the right of eminent domain the hereinafter described parcels of land, and estates, and all rights and easements in and over the same, the same being within the limits of said Town of Winthrop, for the purpose of enlargement of the present school house lot on the corner of Pauline Street and Waldemar Avenue, and now used for school purposes, and for erecting thereon a building to be used for a public school, or an addition to the existing school house building on said present school house lot, for the use of said Town, the said parcel of land so taken as aforesaid being bounded and described as follows:- to wit:- A certain parcel of land, situated in said Winthrop, together with all rights, privileges and easements therein, if any there be, bounded commencing at the northwesterly corner of said parcel of land, and at the most northeasterly corner of land recently taken from one Johnstone by the Town of Winthrop for school purposes, said corner being 114 feet distant easterly from Wheelock Street, measuring on the southerly line of another parcel of land now or late of Samuel Wheelock, and measuring also on the Northerly line of lot (6) as shown on the plan hereinafter mentioned; thence running easterly along said southerly line 63 feet to land owned by said Town as a playground; thence turning and running southerly, bounded easterly by said playground about 72 feet, more or less to land owned by said Town for School purposes; thence turning at an acute angle and running northwesterly bounded southwesterly by said land owned by said Town for school purposes, a distance of about 96 feet, to the point begun at; containing 2,268 square feet of land more or less; and being the parcel marked "Ab't 2,268 square feet" as shown on a plan dated November 27, 1914, drawn by Whitman and Howard, Civil Engineers, on file in the office of the School Committee of said Town. Said land is supposed to belong to Samuel Wheelock. The said premises so taken as aforesaid, are shown and delineated as

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the parcel marked in red on a plan entitled "Plan showing land taken by the Town of Winthrop for School House purposes" drawn by Whitman & Howard, Civil Engineers, dated March 27th, 1915, and to be recorded herewith, to which plan reference is hereby made for a more particular description of said land so taken as aforesaid. All of said land is supposed to belong to Samuel Wheelock. The Town takes land as follows and from the following person, and we have estimated the damages sustained by the owner of the land so taken as aforesaid, whether by the taking of land or injury to property in any manner whatsoever, and do hereby estimate, determine and award the amount to be paid to the said party therefor, as follows:

Name	Land Taken	Award
Samuel Wheelock.	2,268 feet.	$300.00

All names of owners herein stated and given are supposed to be correct as herein stated, but said land is taken as aforesaid, whether the ownership of said land is as above stated or otherwise. IN WITNESS WHEREOF, we the said Joshua C. Remby, Winthrop Magee and James S. Carr Selectmen of the Town of Winthrop, as aforesaid, hereunto set our hands and seals and the said Town of Winthrop has caused these presents to be signed in its name and behalf by Joshua C. Remby, Winthrop Magee and James S. Carr, its Board of Selectmen, hereunto duly authorized. this thirtieth (30th) day of April A. D. 1915. Joshua Remby, Winthrop Magee, James S. Carr, Selectmen of the Town of Winthrop and each a seal. TOWN OF WINTHROP By Joshua Remby, Winthrop Magee, James S. Carr, Selectmen of the Town of Winthrop. OFFICE OF THE TOWN CLERK. Winthrop, Mass., March 31, 1915. I, Preston B. Churchill, Town Clerk of the Town of Winthrop, hereby certify that the following is a true copy from the Records of the Town of Winthrop of the action of the said Town under Article 27 of a Warrant dated February 17, 1915 and calling the Annual Town Meeting for March 8, 1915, at a Town Meeting held March 18, 1915, the said Town Meeting last mentioned being an adjournment of the Annual Town Meeting. Article 27 of the above mentioned Warrant. To see if the Town will vote to take or purchase in fee the following described parcel of land, situate within the Town of Winthrop, for the purpose of erecting thereon a building or an extension of the present High School building to be used for a public school, and for the enlargement of the present school house lot on the corner of Pauline Street and Waldemar Avenue, now owned by the Town and used for school purposes. The said parcel of land is bounded and described as follows, to wit:- a certain parcel of land, situate

in said Winthrop, together with all rights, privileges and easements therein, if any there be, bounded, commencing at the northwesterly corner of said parcel of land and at the most northeasterly corner of land recently taken from one Johnstone by the Town of Winthrop for school purposes, said corner being 114 feet distant easterly from Wheelock Street, measuring on the southerly line of an other parcel of land now or late of Samuel Wheelock; thence running easterly along said southerly line 63 feet to land owned by said Town as a playground; thence turning and running southerly, bounded easterly by said playground about 72 feet, more or less, to land owned by said Town for school purposes; thence turning at an acute angle and running northwesterly bounded southwesterly by said land owned by said Town for school purposes, a distance of about 96 feet, to the point begun at; containing 2,268 square feet of land, more or less; and being the parcel marked "Ab't 2,268 square feet" as shown on a plan dated November 27, 1914, drawn by Whitman and Howard, Civil Engineers, on file in the office of the School Committee of said Town. Said land is supposed to belong to Samuel Wheelock. Also to raise and appropriate a sum of money not exceeding $300 to pay for the taking or purchase of the above described parcel of land for the purposes aforesaid, and to authorize the Treasurer to borrow the money to pay for the same. Action of the Town of Winthrop under the said Article 27: Under motion by Mr. Frank F. Cook it was unanimously Voted: that the Town of Winthrop, acting under the authority of the provisions of Section 47 of Chapter 25 of the Revised Laws of Massachusetts, and of Section 51 of Chapter 42 of the said Revised Laws, and all Acts amendatory thereof or supplementary thereto, and of every other power and authority it hereto enabling, take in fee the following described parcel of land, situate within the Town of Winthrop, for the purpose of enlargement of the present school-house lot on the corner of Pauline Street and Waldemar Avenue, now owned by the Town and used for school purposes, and for erecting thereon a building to be used for a public school or an addition to the existing school-house building on said present school-house lot. The said parcel of land taken as aforesaid is bounded and described as follows, to wit:- a certain parcel of land situate in said Winthrop, together with all rights, privileges and easements therein, if any there be, bounded commencing at the northwesterly corner of said parcel of land and at the most northeasterly corner of land recently taken from one Johnstone by the Town of Winthrop for school purposes, said corner being 114 feet distant easterly

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from Wheelock Street, measuring on the southerly line of another parcel of land now or late of Samuel Wheelock; thence running easterly along said southerly line 63 feet to land owned by said Town as a playground; thence turning and running southerly, bounded easterly by said playground about 72 feet, more or less, to land owned by said Town for school purposes; thence turning at an acute angle and running northwesterly bounded Southwesterly by said land owned by said Town for school purposes, a distance of about 96 feet, to the point begun at; containing 2,268 square feet of land more or less; and being the parcel marked "Ab't 2,268 square feet" as shown on a plan dated November 27, 1914, drawn by Whitman and Howard, Civil Engineers, on file in the office of the School Committee of said Town. Said land is supposed to belong to Samuel Wheelock. Said parcel of land, so taken as aforesaid, is hereby designated and determined upon as a location for the enlargement of said existing schoolhouse on the corner of Pauline Street and Waldemar Avenue, and is hereby taken for said purpose as aforesaid. And it is also Voted, That for the purpose aforesaid, full power and authority be and is hereby given to and conferred upon the Selectmen of said Town to do, in the name and on behalf of said Town of Winthrop, all acts and things necessary and proper to carry into full force and effect the aforesaid taking and the provisions of this vote, and in the name of and on behalf of said Town to accept any and all deeds of grant, release or acquittance, or other instrument necessary and proper in the premises. Also Voted: That there be raised and appropriated the sum of $300. to pay the taking of the above described parcel of land for the purpose aforesaid. A true copy Attest: Preston B. Churchill, Town Clerk and the Corporate Seal. --------May 4, 1915. At three o'clock and fifty-six minutes P. M. Received, Entered and Examined.----------

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BROWN Est.
to
WILLIAMS.

Re 3998 p.219

COMMONWEALTH OF MASSACHUSETTS. TO ALL PERSONS TO WHOME THESE PRESENTS MAY COME. I, Thomas B. Frost, Collector of Taxes for the City of Chelsea, in the County of Suffolk and Commonwealth of Massachusetts, SEND GREETING: WHEREAS, the Assessors of Taxes of said City of Chelsea, in the lists of assessments for taxes, which they committed to me to collect for the year one thousand nine hundred and thirteen, duly assessed Patrick W. Brown, as owner of the land in said City of Chelsea, which is hereinafter described, the sum of six dollars and fifty-four cents; for State and City Taxes thereon; and a further sum of one dollar and thirteen cents for Street Watering

to me under or by virtue of said mortgages, or either of them by reason of the aforesaid taking of the land hereby released. TO HAVE AND TO HOLD the same to the said Town of Winthrop, and its successors and assigns, to their own use and behoof forever. IN WITNESS WHEREOF I hereunto set my hand and seal this twenty second day of May, A.D. 1916. Elizabeth K. Whittier and a seal. Signed and sealed in the presence of Lewis B. McKie. COMMONWEALTH OF MASSACHUSETTS Suffolk ss May 23, 1916. Then personally appeared the above named Elizabeth K. Whttier, and acknowledged the foregoing instrument to be her free act and deed, before me - Lewis B. McKie Justice of the Peace. ---------- May 23, 1916. At twelve o'clock and twenty one minutes P. M. Received, Entered, and Examined. -----

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WHEELOCK
to
TOWN OF
WINTHROP

KNOW ALL MEN BY THESE PRESENTS That I, Samuel Wheelock, having no wife, of Winthrop, in the County of Suffolk, and Commonwealth of Massachusetts, in consideration of the sum of one dollar ($1.00) and other valuable considerations to me paid by the Town of Winthrop, the receipt whereof is hereby acknowledged, do hereby grant, remise, release, and forever quitclaim unto the said Town of Winthrop, its successors, and assigns forever, certain pieces or parcels of land, easements, and rights in land, situated in said Winthrop, bounded and described as follows, to wit: A certain parcel of land, situated in said Winthrop, together with all rights privileges, and easements therein, if any there be, bounded commencing at the northwesterly corner of said parcel of land, and at the most northeasterly corner of land recently taken from one Johnstone by the Town of Winthrop, for school purposes, said corner being 114 feet distant easterly from Wheelock Street, measuring on the southerly line of another parcel of land now or late of Samuel Wheelock; thence running easterly along said southerly line sixty three (63) feet to land owned by said Town as a playground; thence turning and running southerly, bounded easterly by said playground about seventy two (72) feet, more or less, to land owned by said Town for school purposes; thence turning at an acute angle and running northwesterly bounded southwesterly by said land owned by said Town for school purposes, a distance of about ninety six (96) feet to the point begun at; containing 3,368 square feet of land, more or less, and being the parcel marked "Ab't 3,368 square feet," as shown on a plan dated November 27,1914 drawn by Whitman and Howard, Civil Engineers, on file in the office of the

Confd Deed

School Committee of said Town. For my title see deed of Edward S. Read to me, the said Samuel Wheelock, dated July 9th, A. D. 1885, and recorded with Suffolk Deeds, book 1685, page 337. MEANING AND INTENDING hereby to release and convey to said Town of Winthrop, all the land and all rights and interests therein which were taken by said Town of Winthrop, in and by a certain Instrument of Taking made by said Town of Winthrop for School Purposes, dated April 30th, 1915, signed by the Selectmen of said Town, and duly recorded with said Suffolk Deeds, in book 3878, page 244, to which Instrument of Taking and to the plan recorded therewith reference is hereby made for a particular description of the granted premises. And for the consideration aforesaid I hereby for myself, my heirs, executors, and administrators, release, acquit and forever discharge the said Town of Winthrop, its officers, agents and servants of and from all suits, actions, claims and demands whatsoever, which I or they now have or may hereafter have for damages, costs, expenses or compensation for or by reason of the aforesaid taking or connected with and growing out of the same, or the locating of a school house thereon, which I can in any manner release or discharge, and I hereby acknowledge to have received full payment and satisfaction for all claims and demands for the taking of the above described parcels of land and rights and easements in lands. TO HAVE AND TO HOLD the aforegranted premises with all the rights, privileges, and appurtenances thereto belonging to the said Town of Winthrop, its successors and assigns forever, for school purposes. And I do hereby, for myself, my heirs, executors and administrators and assigns covenant with the said grantee and its successors and assigns that the granted premises are free from all encumbrances made or suffered by me, except as aforesaid, and that I and my heirs, executors, administrators, and assigns shall warrant and defend the same to the said grantee and its successors and assigns forever against all lawful claims and demands of all persons claiming by, through or under me, but against none other, and that I will and they shall indemnify and save harmless the said Town of Winthrop from all lawful claims and demands for damages, compensation, or awards by reason of the aforesaid Taking made by any person or persons claiming by, through, or under me. IN WITNESS WHEREOF, I, the said Samuel Wheelock, hereunto set my hand and seal this twenty second day of May, A. D. 1916. Samuel Wheelock and a seal. Signed, sealed, and delivered in the presence of Harold W. Orcutt. COMMONWEALTH OF MASSACHUSETTS Suffolk, ss May 22nd, 1916. Then personally appeared

Rec'd May 23, 1916

Ingalls to Tucker.

Lot 6 Pl. 2400 - End 1st Deed out

Abutter of 30' Passageway

Know all Men by these Presents That I, Augusta P. Ingalls of Winthrop in the County of Suffolk and Commonwealth of Massachusetts in consideration of One dollar and other valuable considerations paid by Jennie E. Tucker wife of Frank W. Tucker of said Winthrop the receipt whereof is hereby acknowledged, do hereby give, grant bargain sell and convey unto the said Jennie E. Tucker, seven certain parcels of land in said Winthrop, being lots 2, 6, 10, 12, 14, 31, 32, 33, 34 on a plan made by H. S. Whitman dated June 1896 and recorded with Suffolk Deeds at the end of Book 2400, bounded and described as follows:- First parcel:- Bounded Northerly by Waldemar Avenue fifty feet; easterly by lot 3 on said plan one hundred nine and 50/100 feet; southerly by land formerly of this grantor fifty-two and 70 feet; westerly by land of E. P. Butter one hundred twenty-five feet, Being lot 2 on said plan. Second parcel: Bounded Southerly by a passageway thirty feet wide eighty-five feet; westerly by a passageway forty feet wide seventy-two feet; northerly by land of Samuel Wheelock eighty-five feet; easterly by lot 7 on said plan seventy-two feet. Being lot 6 on said plan. Third parcel: Bounded Southerly by Waldemar Avenue fifty-five feet; westerly by lot 11 on said plan one hundred feet; northerly by lot 31 on said plan fifty-five feet; easterly by lot 9 on said plan one hundred feet. Being lot 10 on said plan. Fourth parcel:- Bounded Southerly by Waldemar Avenue fifty-five feet; westerly by lot 13 on said plan one hundred feet; northerly by lot 29 on said plan fifty-five feet; easterly by lot 11 one hundred feet. Being lot 12 on said plan. Fifth parcel:- Bounded Southerly by Waldemar Avenue fifty feet; westerly by lot 15 on said plan one hundred feet; northerly by lot 37 on said plan fifty feet; easterly by lot 13 one hundred feet. Being lot 14 on said plan. Sixth parcel:- Bounded Northerly by Palmyra Street one hundred ten feet; easterly by a passageway forty feet wide one hundred feet; southerly by lots 9 & 10 on said plan one hundred ten feet; westerly by lot 30 on said plan one hundred feet. Being lots 31 and 32 on said plan. Seventh parcel:- Bounded Southerly by Palmyra Street one hundred twenty feet; westerly by Pleasant Street one hundred twenty five feet; northerly on land of Mrs. Crosby one hundred twenty feet; easterly by lot 35 on said plan one hundred twenty-five feet. Being lots 33 and 34 on said plan. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging to the said

Jennie O. Tucker and her heirs and assigns, to their own use and behoof forever. And I do hereby, for myself and my heirs executors and administrators, covenant with the said grantee and her heirs and assigns that I am lawfully seized in fee simple of the granted premises; that they are free from all incumbrances, that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors and administrators shall warrant and defend the same to the said grantee and her heirs and assigns forever against the lawful claims and demands of all persons. In witness whereof I the said Augusta P. Ingalls, having no husband hereto set my hand and seal this second day of November in the year one thousand eight hundred and ninety-six. Augusta P. Ingalls and a seal. Commonwealth of Massachusetts Suffolk ss. November 5, 1896. Then personally appeared the above named Augusta P. Ingalls and acknowledged the foregoing instrument to be her free act and deed before me David Floyd Jr Justice of the Peace _____ December 4, 1896 at eleven o'clock and forty-eight minutes A.M. Received, Entered and Examined. [illegible]

Tucker to O'Brien. Mtg

Know all Men by these Presents

That we ~~Frank W. Tucker and Jennie O. Tucker~~ his wife in her right, of Winthrop in the County of Suffolk and Commonwealth of Massachusetts in consideration of Eight hundred and fifty dollars paid by John B. O'Brien of Boston in the County and Commonwealth aforesaid the receipt whereof is hereby acknowledged, do hereby give, grant, bargain sell and convey unto the said John B. O'Brien six certain parcels of land in said Winthrop being lots 2, 6, 10, 12, 14, 31, 32 on a plan made by H. T. Whitman dated June 1896 and recorded with Suffolk Deeds at the end of Book 2400 bounded and described as follows:- First parcel:- Bounded Northerly by Waldemar Avenue fifty feet; easterly by lot 8 on said plan one hundred nine & 50/100 feet; southerly by land formerly of Augusta P. Ingalls fifty-two & 3/10 feet; easterly by land of E. F. Butler one hundred twenty-five feet. Being lot 2 on said plan. Second parcel:- Bounded Southerly by a passageway thirty feet wide eighty five feet; westerly by a passageway forty feet wide seventy-two feet; northerly by land of Samuel Wheelock eighty-five feet; easterly by lot 7 on said plan seventy-two feet. Being lot 6 on said plan.— Third parcel: Bounded South-

23168 204

DEED

SUFFOLK REGISTRY OF DEEDS
REC'D ENTD & EXAM ATTEST
98 NOV 30 PM 3:14

766

Southerly half of Lot 6

Most Recent Deed of Abutter of 30' passageway

WE, John C. Inza and Norma Inza,

of Winthrop, Suffolk County, MA,

for consideration paid of: One Hundred Seventy-Two Thousand Five Hundred ($172,500) Dollars,

Paul H. Kinney
REGISTERED PROBATE

grant to: Timothy J. Teixeira and Judith M. Teixeira, husband and wife, as Tenants by the Entirety,

of 9 Wheelock Street, Winthrop, Suffolk County, MA

with quitclaim covenants

The land with the buildings thereon being the estate now numbered 9 Wheelock Street in Winthrop, Suffolk County, Massachusetts, and being the southerly half of Lot 6 on a plan by H.T. Whitman dated June, 1896 and recorded with Suffolk Deeds at the end of Book 2400, bounded and described as follows:

WESTERLY: by Wheelock Street (being an unnamed street on said plan), thirty-six (36) feet;

NORTHERLY: by the northerly half of said Lot 6, eighty-five (85) feet;

EASTERLY: by Lot 7 on said plan, thirty-six (36) feet; and

SOUTHERLY: by a thirty (30) foot passage way leading to Wheelock Street, eighty-five (85) feet.

Containing 3,060 square feet according to said plan.

Also conveying all of our right, title and interest, if any, in and to said thirty (30) foot passageway in and to Wheelock Street.

For title, see deed dated January 15, 1968 and recorded in Suffolk Registry of Deeds in Book 8175, Page 619.

WITNESS our hand(s) and seal(s) this 30th day of November ,1998.

Property Address: 9 Wheelock Street, Winthrop, MA 02152

CANCELLED

John C. Inza

Norma Inza

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk , ss November 30, 1998

Then personally appeared the above named John C. Inza and Norma Inza and acknowledged the foregoing instrument to be their free act and deed, before me,

Notary Public
My Commission Expires: 4/1/99

Bk 38

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