APPENDIX C

Appended to Minutes from 12/12/2017 meeting of the Wayland Historical Commission

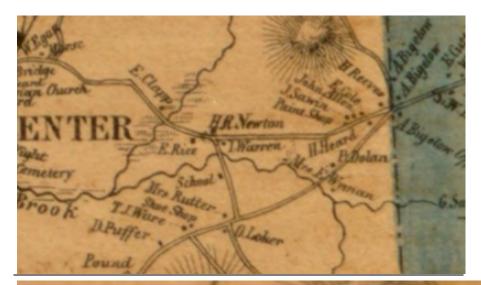
113 Boston Post Road Wayland, Mass.

DEED HISTORY

113 Boston Post Road, Wayland, Massachusetts Deed History

Isaac Warren sold land to Henry R. and Charlotte S. Newton (no date given)

Map of Middlesex County, Massachusetts: based upon the trigonometrical survey of the state 1856 https://www.digitalcommonwealth.org/search/commonwealth:1257bb45s





U.S. Census 1850 Wayland Middlesex County, Massachusetts

John Norcross, age 54, laborer, born in Mass.; his wife Mary, age 51, born in Mass.; Fanny S., age 18, born in Mass; Thomas, age 15, born in Mass., Mary A., age 12, born in Mass.; Henry F., age 10, born in Framingham, MA.; Newton; Charles F, age 8, born in Mass.; Henry F., age 5, born in Mass.

Fiske Heard, age 58, wheelwright, worth \$1,500 born in Mass.; Daniel Smith, age 19, wheelwright, born in Mass.; Sarah Stearns, age 56, born in Mass.

Elias B. Burrows, age 34, shoemaker, born in Conn.; his wife Betsy, age 29, born in Conn,; Homer A. age 7, born in Mass.; Eliza L., age 5, born in Mass.; Mary M., 2, born in Mass.; Abigail, age 60 in Conn.

Edward Rice, age 50, farmer, born in Mass.; his wife Nancy, age 55, born in Mass.; Henry Clucus (Cleecees?), age 18, farm labor, born Nova Scotia; William Clogern, age 24, farm labor, born in Ireland.

Edward Rice Jr., age 25, born in Mass.; his wife Sarah, age 22, born in Mass.; Abner W., age 2, born in Mass.

Henry R. Newton, age 38, shoemaker, Charlotte S., age 33, born in Mass.; Henry L. age 10, born in Mass.; Lorena, age 77, born in Mass., Michael McCurty, age 25, laborer, born in Ireland.

Benjamin Batchelder, age 23, merchant, born in Mass.; his wife Fanny, age 22, born in Mass.; James H. Reeves, shoemaker, born in Mass.; Jeremiah McNutt, age 22, shoemaker, born in Vermont;

Daniel L. Sawin, age 46, carriage painter, worth \$700, born in Mass.; his wife Sarah, age41, born in Mass.; Sullivan O., age 13, born in Mass.; Daniel H., age7, born in Mass.; Samuel H., age5, born in Mass.; Mary B. age 16, born in Mass.; Joseph H., age22, carriage painter, born in Mass.; Joseph, age 42, carriage painter, born in Mass.; Charles Newton, age 6, born in Mass.

John Allen, age 81, blacksmith, worth \$1,000, born in Mass. .Mary B. age 65, born in Mass.; Eunice Coverly, age 75, born in Mass., Edward P. Johnson, age 11, born in Vermont.

Massachusetts Census 1855 Wayland Middlesex County, Massachusetts

After the Newton family:

John Norcross, age 50, laborer, born in Newton, MA; his wife Mary, age 56, born in Boylston, MA; John M., age 31, shoemaker, born in Waltham, MA; Thomas S., age 20, shoemaker, born in Needham, MA., Mary A., age 17, born in Sherborn, MA; Henry F., age 10, born in Framingham, MA.; Newton; Charles H., age 5, born in Londonderry, NH; Fanny S. Brigham, age 23, born in Needham, MA.; Anna F. Brigham, age 2, born in Wayland, MA.

Isaac Warren, age 32, farmer, born in Weston, MA; his wife Betsey, age 30, born in Harvard, MA; Alfred, age 6, born in Weston, MA; Lowell E, age 4, born in Weston, MA; Nelly E, age 8 mos., born in Weston, MA; Ellen Murray, age 15, born in Sudbury, MA.

Anton F. Loges, age 38, farmer, born in German; his wife Anna K., age 35, born in Germany; Henry, age 8, born in E. Boston, MA.

Massachusetts Census 1865 Wayland Middlesex County, Massachusetts

Henry R. Newton, age 53, shoemaker, born in Mass.; his wife Charlotte A., age 48, born in Mass.; Charles S., age 21, shoe manufacturing, born in Mass.; Also living in the same house: Henry L Newton, age 24, shoe manufacturing, born in Mass.;, his wife Ellen L., age 21, born in Mass.; Child, age 1 month, born in Mass.

Thomas Hinds, age 38, laborer, born in Ireland; his wife Ellen L, age 29, born in Ireland; Mary, age 10 born in Mass.; Thomas, age 6, born in Mass.; Michael, age 11, born in Mass.

Joseph Sawin, age 62, painter, born in Mass.

Feb. 27, 1865, Charlotte S. and Henry R. Newton to John P. and Lucy A H. Painter, Book 943, pg. 230-1

Painter that of Honory to hewton of Mayland in these county of mind deed and Commonwealth of Massaelucutto in consideration of Touristy deven hundred doleans paid by John F. Painter and how store december of Boston in the county of duffock and \$300 Hommonwealth aforesaid the receipt whereof is herely acknown A. N.S. deaged do herely give grant bargain sell and convey unto the said John P. and Sucy a. Ho. Painter and thom heirs and assigns forever a certain lat of land ditiated in Said May.

land bounded and described as follows to wit north by the county road leading from abelton to the centre of may land bast & land of nor magonan doubt by land new or late of the hein of m. m. Butter and west on the town roads Being the dame premiers conveyed to me by deed of leave Marron . I reserve to myself however and to my heirs & aleigne the right to take the water from the doring upon the granted premises to my premises on the opposite dide of daid county road on means of a pipe laid in this ground of the dige! of the pipe now laid there and on the dame place and? also reserve for myself my heirs and assigns the right to enter upon the granted premies to make all necessary ne pairs upon said pipe whenever the same may be necessary. or however otherwise daid foremuses may be bounded oneast wied or described. I To Heave and To Moved the alone granted premises to the said John P. Painter and Loury a to Pounter their hein and assigns to their own use and below forever. and is the said granter for myself and my heirs; executors and administrators do covernant with the daid granthe and their hein and assigns that if am lawfully keeped in fee diriple of the aforegranted premises, that their are free from all ineumhranees. that of have good to dell and convey the dame to the daid granted and their hein and assigne forever as aforesaid, and that I vice and my heirs executtion and administrators shall warrant and defend the same to the said grantees and their heirs and assigns forever against the lawful claims and demands of all part some. I I'm witness whereof a this daid Herry R. haveton and a Charlotte d. newton wife of the granter joining; herein in token of my release of all night and total of or to botto dower and homestrass in the granted premise have hereunto det our hander and seale this leventy seventto day of February in the gran of our doord eigeteen hundred and dyty five. Henry to newton . Ocques sealed and I beharlotto V. newton delivered on presence of J. M. Stone. middles of Deb. 27. 1865 When personally appeared the above named Monny He. newton and asknowledged the above instrument to be his free act & deed before me & m. Stone Just. of Peace. middlear so march a. 1865. West & Recorded & Could Hoayden Try.

June 4, 1870, Lucy A. H. and John P. Painter to Alexander Freeman of Gorham, Maine Book 118 pg.53

Know all Men by these Presents Printer Sup.

That we Lucy A. Th. Painter and John V. Painter husband of the set Sucy A. 86. Painter so after described property being in the right of Loney A. 66 Painter) book of Wayland in the bounty of Meddlesed and Common wealth of Massachusetts in honsiduation of swenty-eight Hundred & Fifty Dollars paid by Alexander Truman of Gorham in the State of Maine the receipt whereof is hereby acknowledged, do hereby give grant bargain sell and convey unto the said Alexander Freeman his heir and assigns a certain piece or parcel of land with the buildings thereon situated in said Wayland and thus bounded and described, north by the bounty road leading from Weston to the centre of Wayland, east by land of Mrs. Wyman, south by land now or late of the heur of M. M. Butte and west by a town road being the same premises to us conveyed by sees of Henry B. Newton by seed dated the eventy-seventh day of Feb. mary A. D. eighteen hundred and sixty five and recorded with Middle. sex So. Destrict Deeds Book 943 Page 230. Said premises are sold sub. just to all legal rights to parties to draw water from the spring on sol described land as reserved in the seed of said Newton to us To Hove and to Hold the granted premises with all the privileges and appente. nances thereto belonging to the said grantee and his heris and assigns. to their own use and behoof forever. And We do hereby for ourselver & our heus executors and administrators covenant with the said grantee and his heis and assigns that we are lawfully suzed in fee simple of the granted premises, that they are free from all incumbrances except a moregage for Fifteen Hundred Dollars and interest in favor of Hunry Bo. Newton and one of Two Houndred and Fifty Dollars and enter. est that we have good right to sell and convey the same as afaesaw and that we will and our hour executors and administrators shall Watrant and Defend the same to the said grantee and his heirs and

Freeman.

W.S. Best. Stamp. \$3.00 S. M. V. P. Jun. 11.1070,

538

assigns forever against the lawful claims and demands of all persons, except as aforesaid. In Winess Whereof. We the said Lucy A. H. Painter and John P. Painter have hereunts set our hands and seals and officed and cancelled the stamp required by Law this eleventh day of June on the year one thousand right hundred and swenty Loucy to the Painter Geal). John P. Painter Geal), digned scaled and delivered in presence of Beo. A. Bruce Commonwealth of Massachusetts Suffelk as June 11. 1870. Then per comply appeared the above named Loucy A. H. Painter and acknowledges the foregoing instrument to be her fee act and deed, Before me; Seo. A. Bruce Justice of the Peace.

Midaleses so. June 11. 1870 Beecd. & Beecorded.

May 23, 1874 Sarah, widow of Alexander Freeman, to James A. and Elizabeth C. Folsom of Boston Book 1308 pg.253

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Thow all Menty these Presents	10	ree	mai	·
Shat & Sarah Freeman war of alexander Freeman of Way	· ·	to		
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selts on consideration of one hundred dollars and other con		1	2	
eider ations yaid by James & Folsom of Boston courty of Suf				
folk looms amealth of Mareachurette the receipt whereof				
is hereby as surveled ged do hereby give grants bargain sell				
and convey into the oaid James it Tolers his heirs and area				
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nated in the John of Wayland country of Middlesey State of Max				/
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road leading from Weston to the centre of Wrighand East by				**
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now or late of the herea of M M Rutters and west by a trum				
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water from the spring on and described land as reserved in	-		+	
the deed of said Painter to said Freeman to bloave and			\dashv	·
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1	30	8			administrators do sincerant with the said granter and his
					heirs and assigns that I am lawfully seized in be simple
					of the afore granted premises that they are free from all
					insuistances except a mortgage for eight hundred dellars
					and interest in favor of Rebuia Billings and one of three
					hundred dollars and interest that I have good right to self
+				-	and every the same to the said granted and his here and
-		_			accigns fourer as afores and and that I will and my hump
_	_	_			executora aid administratora shall warrant and defend
	3.5		- 1		the same to the said grantee and his herro and assigned
					forever against the languel claims and demands of all year
					Roma In Witness Wherey I the said Earah Freeman in
					token of release of all right and title of on to both Down
7				,	and Homestrad in the granted premises have tresente est
+					my hand and real this Swenty third day of May in the year
-	-	,	-		of our boad eighteen hundred and seventy for Sarch O'reeman
				·	fread Signed realed and delivered in presence of us William
12 1			,		to Santelle: Allen Waldrek. Commanwealth of Massa
4					Churetta Siffolk so May 27 1874 Then yearen ally appeared
					the above named Sarah Freeman and asknowledged the fore
				123950	going instrument to be her fee art and deed , Wm &
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1					Shacher Justice of the Peace
+		·		-	Middlery Ro. May 28. 1874- Reid & Recorded
*	-				Attest Coled B. Stims_Bug-

July 2, 1874 James A. and Elizabeth Folsom to John L. and Margo C. Bickford of Dover Book 1313 pg. 19

Honor all Men by these Presents. that I games a. Folson of Boston, bounty of Sufform: brate of massachusetto, in consideration of twenty fine brundred and fifty dollars, paid by John Lo. Bickford of Doner, County of Morfoese, Start of Massachuseus, the reseight whereof re hereby acknowledged, do hereby give grant bargam pell and convey muto the paid John to Bickford his brevie and assigns, a certain prece or parcel of land with the buildings thereon, situated in the town of Mayland, Country of Middlesey State of massachusetts, and there bounded and described: North by the County Road lead. mig from otherton to the centre of Margland: bast by land now or late of once obyman of ohayland: South by land now or late of the here of m. m. Butter: and othest by a town road, being the same premises conveyed to the paid James a Folson by Sarah Freeman (widow of alexander Freeman by deed dated the toverty third day of May, eighten hundred and keventy four and recorded with mindolessy so sistrict Deeds. libro. 1308. folio: 252. Sand premises are sold subject to all legal rights of parties to draw water from the exercing on said described land as reserved in the deed of said Framan to said Folson also all tapes for the year eighteen hundred and seventy four. To stave and To Hold the granted premises, with all the privileges and approximances thereto belonging to the paid granter, and his heirs and assigns, to their own use and behoof forever. and I do herely for myself and my leves executors and administrators coverant with the grante and his hero and assigns that I am lawfile.

Folson to Bickford.

by sigid in fee sninkle of the granted framise that they are fee from all incumbances except a mortgage for eight hundred dollars, and interest in foror of Felbres Billings and one of three hundred dollars and interest: that I have good right to sell and convey the same as aforesaid: and that will ... and my hire executors and administrators shall Marrant. . and Refund the same to the said granter, and his heirs and assigns forever, against the lawful dains and demands ... of all persons and for the consideration aforesaid, I the said ... James a. Folsom and my wife bligabeth & Folsom do hereby re. lease unto the said grante and his heirs and assigns all right of or to both dower and homestrad in the gran. ad premises. - In Writtress Whereof we the said games a ... stoloon and bligabeth b. Folson have humits set our -. hands and reals this recond day of July in the year one thousand eight hundred and seventy four game. a. Holson. (sea) - beijabeth b. Folson. (sea). Signed, stated and delivered in presence of Frank & Paul, to both bournouvesthe of massachusetts. buffoen so July 20 1874 Then personally ap. peared the above named fames a Folson and acknowledged the foregoing instrument to be low free act and deed be fore me of the Ghacher gustice of the Deace middlesep. so. July 7.117# Coel & Rowarded. Attent Ch & 13. Stims Reg .

<u>Beers Atlas of Middlesex County 1875</u> <u>http://www.historicmapworks.com/Map/US/15168/Wayland/</u>



U.S. Census 1870 Wayland Middlesex County, Massachusetts

Albert Wyman, age 30, works in a shoe factory, born in Mass.; his wife Ellen, age 30 born in Maine; Isabella, age 2, born Mass.

U.S. Census 1880 Wayland Middlesex County, Massachusetts

John L. Bickford, age 60, farmer, born in Maine; his wife is Margo C., age 53 (or 51)born in Holland

Henry R. Newton, age 68, farmer, born in Mass.; His wife Charlotte, age 63 born in Mss., Andrew, age7, grandson, born in Mass.

Henry L. Newton, age39, farmer, born in Mass.; his wife Ellen W., age 37, born in Mass.; Ella S. age 15, daughter born in Mass.; Emily G. age12, daughter, born in Mass.; Henry W., age 1,son, born in Mass.

Harriet S. Wyman, age 70 keeping house, born in Mass.; Sarah Dorr (Door?), age 83, sister born in Mass.; J. McIane Hayward, age 43, on, physician, born in Mass.; Catherine H. Hayward, age 36, daughter-in-law, born in Mass.; Sidney N. Hayward, age 8, grandson, born in Mass.; Harry S. Hayward, age 7, grandson, born in Mass.; Augusta Fessenden, age 70, servant, born in Mass.; Mary Lamb, age 90, cook, born in Mass.

Samuel D. Reeves, age 61, farmer, born in Mass. His sister, Ellen, age 56 born in Mass.

Edwin A. Dudley, age 48, farmer, born in Mass.; his wife Harriet A., age 49, born in Mass.; Nellie, age 15, daughter, born in Mass.; Mary E., age 1, daughter born in Mass.

Patrick Dolan, age 49, farmer, born in Ireland; his mother Margaret, age 60, born in Ireland; Mary A., age 26, dressmaker, born in Mass.;

Munse Culliner, age 24, boarder, born in Mass. (name is questionable)

Cornelius Randolph, age 40, farm laborer, born in England; his wife Mary A., age 38, born in England; Eliza T. age 18, daughter born in Mss.; Albert E. H. age 16, son, born in Mass.; Florence S., age 14, born in Mass.; Mabel A., age11, daughter, born in Mass.; William E., age 9, son, born in Mass.; Walter E., age 6, son, born in Mass.; Grace V., age 1, daughter, born in Mass.; Harry Mardin, age 1, boarder, born in Mass.; McLean, William, age 4 mos., Boarder, born in Mass.; Ann Painter, age 50, cook, born in Ireland.

U.S. Census 1860 Wayland Middlesex County, Massachusetts

Thomas Burke, age 32, laborer, born in Ireland; his wife Anna, age 26, born in Ireland; Children: Henry, age6; Stephen, age 4; Mary, age 1; all born in Mass.

Harriet S. Wyman, age 57, born in Mass., real estate worth: \$23,000, personal estate worth: 17,000; Sarah H. Hayward, age 20, born in Ohio; Sarah H. Dorr, age 66, born in Mass., real estate\$34,000, personal estate worth: \$20,000; Caroline A. Fessenden, age 46, servant, born in Mass.; Olivia A. Somerby, age 54, servant, born in Mass.; Mary Marcy, age 40, servant, born in Mass.; Charles Beny, age 22, servant, born in Nova Scotia.

Massachusetts 1865 Census, Wayland, Middlesex County, Massachusetts

Harriett S. Wyman, age 62; Sarah H. Hayward, age 25; Grace S. Hayward, age 35; Caroline A. Fessenden, age 52, servant; Olivia Somerby, 62, servant; Hannah Long, age 23, servant, born in Ireland. Living on Cochituate Road – not State Road

Death of Harriet S. (Bassett) Wyman on Feb, 27, 1885, age 85, husband was Reuben.

Birth of John L. Bickford in Bowdoin, Maine in 1819

Marguerite C. (Van de Watering) Bickford widow of John L. died May 6, 1914, age 89 yrs 13 days; daughter of Cornelius and Gertrude (Wortman) Van de Watering. Information given by Mrs. B. H. Bickford of Worcester; She is buried In Worcester Mass.

April 3, 1882, John L. and Margo C. Bickford to Bela A. Humphrey of Boston Book 1594 pg. 340

3400 1594 Ruckford To Kumphrey

Know all closer by these Presents That I John L. Bickford of Kayland, in the bounty of Middlesg, in comuderation of forly feet hundred dollars, paid by Bela a Humphry of Boilon, we the bounty of buffolk, the necept whenof we hereby acknowledge ed, do hereby gue, grant, bargain, will, and convey unto the said hela a Humphrey, his here and aregne, a culain pieci or pariel of land with the huldings thereon, ulivated in the form of Kayland aforesaid, and thus bounded and described; shorth by the bountly road leading from his ton it the centre of Wayland, built by land now or late of desi Nyman of mid Hayland; stouth by land now or late of the here of All the Sutter and West by a trive road, bung the same premuse conveyed to raid John L'Brikford by James A. Folsom by his deed recorded with Audidle no (So Dut) Beede Gook 1318, Page 191. Said premiero are nold subject to all legal rights of parties to draw water from the spring on sawed ecrited land as secented in died of Freeman to earl Foliom seconded with said Middley and Book 1381, Bage 353, Said parcel of land con tains twenty acres more or less To Have and to Hold she granted premised with all the provileges and apportenance thresto belonging, to the said This U. Humphrey and his here and aregne, to their own we and h shoof forever and I do hereby, for myself, and my here, executors and administrators, cornant with the said grantle and his here and assign That I am lawfully used in fee simple of the geometric promises, that they are free from all incumbrances, that I have good right to sell and issuey the same as aforesaid; and that I will and my hurs, equilities and act minustrators shall tharrant assot Defend the same to the said geantes and his heir and assigns forever against the lawful claims and demanded all persons. and for the consideration aforeward of Manago & Rickford wife of paid John H. Mickford do hurby release unito the said grantie and his hurs and augus all ught of or to both down and homelland in the granted premises. In Wilness Whereof, He the said John L. Bukford. and extense h. Bickford hereinto ut our hande and usle this third day of April in the year one thornand right hundred and righty two John L. Mickford (wal); charge to Mickford (wal), Signed, waled, and deluceed in presence of R. J. Lombard. To L. Heiton. Dominouseath of Ary rachicette ibidalize or april 3 4 1812. Then personally appeared the a bow mamed John & Michford and acknowledged the foregoing in thisment to be his fee act and deed, before me - R. I. Lombard Jus two of the Proces

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Chrise Chat B. Summe Sig.

Dec. 22, 1893, George and Abbie F. Nogler to Charles F. and Nellie M. Whittier Book 2245 pg.1-3

Ybnow all men by these Presents Nogler that I, George or ogler of Hayland in the bounty of mid dlesex and bommonwealth of massachusetts, in considera! Whittier tuy. tion of one dollar and other valuable considerations paid by Charles F. Whittier and Nellie M. Whittier hurband and wife, as joint tenants both of said Wayland, the re ceipt whereof is hereby acknowledged, do hereby give, graft bargain, sell and convey unto the said Charles F. Whitetier and Nellie M. Whittier husband and wife as joint tenants, their heirs and arrighe forever, a certain parcel of land with the buildings thereon situated on the southwesterly side of the Heston Hoad so called, in raid trayland bounded and described as follows namely . Beginning at a point in the southwesterly side of said road at the division line between land of grantor and land now or late of Wyman : thence running a little west of south by said land now

2 2245

or late of Hyman other hundred and seventy one (371) feet : theree running southerly by said land now or late of Hyman one hundred and fifty sex (156) feet to the cen ler of a brook thence turning and running in a north westerly direction by the center line of said brook by other land of grantor four hundred and dwenty seven (427) feet: thence turning and running in a northeast erly direction by other land of granton three hundred and righty seven (367) feet to raid road , and theree time ing at a right angle and running in a southeasterly direction by said road two hundred and forty three 4 25/100 (243, 25) feet to point of leginning be all of safe measurements more or less bontaining 1306 to equale feet more or less Together with the right to lay a pipe from the spring on my land routherly of land herein conveyed, to the hours and stable on said last mentioned land and to draw sufficient water from eard epring for use in the house and stable on said land and the right to repair raid pipe at any and all times Being a portion of the premises con veyed to me by John Humphrey and others by deed dated May 14, 1889 recorded with Middlerex South Die trict Dieds, Book 1911 page 176 and subject to water rights otherein referred to and the same premises shown on plan of land in Hayland belonging to leavy Nogler dated June 1893, J. H. Wastings Surveyor to be so corded herewith. To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging , to the raid bharles & thitties and Wellie Mr. It hittier hurband and wife as joint tenants to them and the survivor of them and their heirs and arrighe to otheir own use and behoof forever. and I do hereby , for myself and my heirs , executors and administrators, covenant with the raid granters and their and assigns that I am lawfully esized in fee simple of the granted premises, that they are free from all incumbrances except as aforesaid. That I have good right to sell and convey the same of aforesaid and that I will and my heirs , executory and administrators shall warrant and defend the ame to the said grantees and their heirs and

signs forever against the lawful claims and demands 2245 of all persons except as aforesaid and for the consideration aforesaid I, abbie Fr, Nogler wife of said George Nogler do hereby release unto the said grantees and their heirs and assigns all right of or to both dower and homestead in the granted premises. In witness Whereof we the said George Nogler and abbie F. Nog ler his wife, hereunto set our hands and reals this first day of October in the year one thousand eight hundred and minety three. George Nogler (real). abbie 4. drogler (seal). Signed, realed and delivered in presence of H. H. Gerry. bommonwealth of Massachusetts. Middlesex 33. Wayland Dec. 22 nd 1893. Then personally appeared the above named George Nogler and acknowledged the fore. going instrument to be his free act and deed, before me - Frank F. Gerry, Justice of the Peace. Middlesex 38. Dec. 27, 1893. Heid & Recorded. (trus Chatto Stevens Reg

May 14, 1889 John, Lydia F., Rebecca V. Humphrey of Boston and William F. Humphrey of Boston to George and Abby F. Nogler of Wayland, Book 1911 pg. 176

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Nogler.

Thomas all Mierr by these Presents. Humphrey tal That we John Humphrey Lydia & Humphrey and Beleeca to Scumphrey of Boston and William & Humphrey of Brookline in the Commonwealth of Mash in consideration of accounty five humarea seventy-five dollars paid by George Rogler of Wayland in said Bommonwealth the receipt whereof is hereby acknowledger, do thereby give, grant, bargain, sell, and convey unto the said Feorge Nogler all that farm and tract of land with buildings observe situated in said Waryland, founded North the the County road leading from Weston to Wayland South last by land now or late of Abra Wyman, South by land now on late of the him of Mr. M. Butter, and thet by a true was Bontaining twenty acres, more or less, being the same premies conveged to the late Below A Kumphrey by John L. Bickford by oued dated April 39 1882 recorded with Middleton South Set Seed Book 1594 page 340. The grandors above named are the only theirs at saw of said Bella A blumphrey and devises married in his will said promises are bereby conveyed subject to the legal rights of any parties to draw water from the spring on the granted premises as reserved in a deed of one Freeman to games A Folsom recorded with said Middleson & Dist. Book 1308 page 253. To Have and To Hold the granted fremuses with all the privileges and appurtenances thereto belonging to the said Serge Argle and his heirs and assigns to their own use and deher youver. And we do thereby, for oursalves and our hers, executors and administrators, evenant with the said granter and this tiens and assigns that we are lawfully evige in fee simple of the granted premises, that they are fee from all insumbrances, except take of the current year which the gran the is to pay that we have good right to use and convey the some as afrescia, and that we will and our heirs, executing and administrators shall Warrant and Isferral the same to the said grantle and his hirs and arright forever against the laught claims and demands of all persons. And for the consider ation aforesaid I Mary & Humphrey, wife of said John do hereby

		1774
right of or to both Dower of ises. In Witness Whereof we thumphrey, bydia F. Humphrey singlewoman & William F. Hump	and his heirs and assigns all and Homestean in the granted prem the said John Heumphrey, hary 9. I singlewoman, Rebecca V. Heumphrey phrey who has no wife hereunte act ounteenth day of May in the year	1911
Signer, realed and delivered in presence of Sec. 46. Poor I & Winson witness to W. 5. 46. Commonwalth of Massachu Thin personally appeared the acknowledged the foregoing instance. Geo. 46. Poor. 6	gohn Humphrey (acab) Abary F. Humphrey (acab) Loyaia F. Humphrey (acab) Rebecco N. Humphrey (acab) N. F. Humphrey (acab) usetts. Luffolk 53. A ay 14th 1889, above named John Humphreyand trument to be his free act ana	

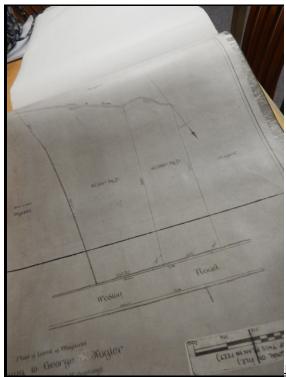
May 16, 1889, George and Abby F. Nogler to Mary A. Hancock, wife of George W. Book 1911 pg. 176

Division of the land

Gemow all Men by these Presents. Nogles That I beorge Nogler of Waglana in the County of Micallery and Commonwealth of Massachusette in consideration of the Hancock shourana dollars paid by Mary A. Hancock of said Waylena write betrge W. Hanevek the receipt whereof is hereby acknowls edges, do hereby give, grant, bargain, sell and convey unto the ease Mary A. Hanevek and her heirs and assigned in thin parel of land situated in said Wayland and bound. est and overeited as follows North the Bounty road leading from Aleston to the centre of social Wayland, East the land mow or loste of the being of Mos Marriet Myman, deceased Louch they land of Alim P. Perkins, formerly of M. M. Rutter, and theat they a town road, containing towerty acres more or lun and being the same premises owned by the late Bels A House sphrey + conveyed to asia Gumphrey by deed recorded with this. ollerey Frith District Treeds, Book 1594 page 340. Faid premises are sola subject to all legal rights of parties to draw water from the spring on said described premies as reserved in a dear of Francon to Folsom, recorded with soil Middlesey Teeds Book 1308 page 252, and subject to a moregage to Lydia Fithum. phray for five hundred dollars, dates May 14, 1889. To Have and To Hola the granted premises, with all the privileges and

appurtenances thereto belonging to the said Mary A. Hancock. and then theirs and assign, to their own use and beloof forever Ama I hereby for myrelf and my herry executors and administrators, evenant with the granter and her heirs and assigns that I am compilly seized in fee simple of the granted premises, that they are from all incumbrances recept the aforesaid mortgage that I have good right to sell and tower the same as aforeraid, and that I will and my heirs, exacutors, and administrators shall Warrant and Defina the same to the grants and her heirs and assigns forever against the lawful claims and demands of all persons. Previous Never thekes that if I or my heirs, executors, administrators, and signs, shall kay unto the granter, or her executors; adminis mators, or assigns, the sum of One thousand dollars in one year from this date, with interest servi-annually at the rate of five per unt, per annum, and until such payment shall pay all Three and assessments to whomsoever laid or assessed whether on the granted premises or on any interest their or on the debt secured hareby shall keep the fuldings on said promises insured against fire in a sum not less than true thousand dollars, for the oberefit of the granter and first mortgage and her executors, administrators, and assigns in such form and or such insurance offices as they shall afprove; and shall not commit or auffer any strip in wall of the granted premises, or any breach of any covenant known contained; then this deed, at also a note of even date here. with, signed they me whereby I promise to pay to the gravity or order, the said principal aum and instalments of interest ar the time aforesaid, shall be voice. But upon any Tefault in the performance or observance of the foregoing condition the grantes or fer executor, administrators, or arright, may sell the grantia premises, or such portion thereof as may remain specient to this mortigage in case of any partial release house together with all improvements that may be thereon, by public auction in said Wayland, first sublishing a notice of the tim ance place of sale once each week for three aucossive weeks in some one newspaper published in said County and ma convey the same by proper dead or deeds to the purchasor, or purchasers absolutely and in fee simple; and such each shook former bar me and all persons claiming under me from all right and interest in the granted premises whether at their a

. in equity And out of money arising from such wale the gran. the or for representatives shall be sutitled to retain all summe then accured they this deed whether then or thereafter payable, including all ents, charges, and expanses incurred a sustained they them the reason of any default in the performance or of curvance of the said condition, rendering the surplus, if anyts quarter or his tiers, or arright; and I hereby, for mapped and my heirs and arsigns, covenant with the grante and her theirs, executors, administrators, and assigns that in case and short be made under the governing power, I or they will up. on request execute, acknowledge, and actives to the purchase or purahasers a deep or diede of release confirming such sole And it is agreed that the grantle, or her executors, administrates or assigns, or any person or persons in their behalf, may perchose at any sale made as africaia, and that no other purchaser shall be answerable for the application of the purchase money; and that, until default in the performance or observe ance of the condition of this deed I and my sein and assigns may hold and enjoy the granted premises and receine the names and profits thereof. And for the consideration aforeraid I Alby F. Nogler wife of the grants do hereby return une the said grantee and her heirs and assigns all right of or to both Tower and Homestead in the granted premise In Mitness Alhereof we the said George Nogler and Abby F. Nogler thereunto set our hands and reals this Phyteenth day of May in the year one thousand eight hundred and eighty-nine George Angles (seal) Abby F. Nogler (seal) Gigned and realed in presence of R. T. Combara, Commonwealth of Massachusetts Mid. alesey 50 May 16th 1889. Then personally appeared the above named George Nogler and althousedges the foregoing instrument to be this free act and accept before me, H. I Combard Justice of the Bare Michellery 53 May 29,1889. Recis + Recorded (teme Schol 13 Sterons Reg.



June 1893, Nogler land map Currently found at the Town

Hall, Nov. 2017

Walker Atlas Middlesex County 1889
http://www.historicmapworks.com/Map/US/8623/Wayland+1++Weston+1/Middlesex+County+1889
/Massachusetts/



Sidney Willard Hayward born in Boston, Mass. Jan. 4, 1871, died in Wayland, Mass. Oct. 30, 1950 his wife Beatrice Herford died July 18, 1952

Edwin Humphries 11th Reg. Mass. Inf. Co. GA (original files under Edwin Humphrey) and Co. GH

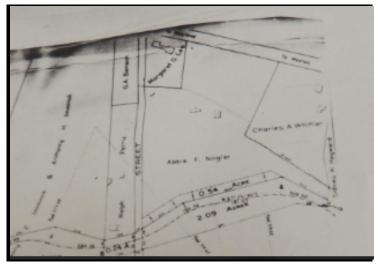


U.S. Census 1900 Wayland, Middlesex County, Massachusetts

Charles Whittier, born May 1864, age 36, in Maine, married 17 years, foreman at book bindery; is wife, Nellie M., born June 1859, age 41, in Mass., had 3 children all living; Charles K., born Dec. 1884, age 15, in Mass., son; Romona F. born 1885, age 14, in Mass., daughter; Marion A., born Feb. 1888, age 12, in Mass., daughter.; Edward J. Wall, born Mar, 1823, age 77, widowed, in New Foundland, had been married 53 yrs., retired sea captain.

Joseph Carter, born July 1823, age "73", in New Hampshire, married 53 yrs., Civil War veteran, retired; his wife Amelia, born Oct. 1826, age 73, in Maine, had 10 children, 6 still alive; Anna Smith, born July 1865, age 36, in Maine, widowed, married 17 years, had 1 child, 1 still living; Lillian M. Smith, born July 1883 in Mass., daughter to Anna, private school.

May 18, 1901 Weston Aqueduct map -close up



Currently found at the Town, Nov. 2017

April 3, 1905, George E. Nogler to Frank P. and Margaret M. White Book 3153 pg.39

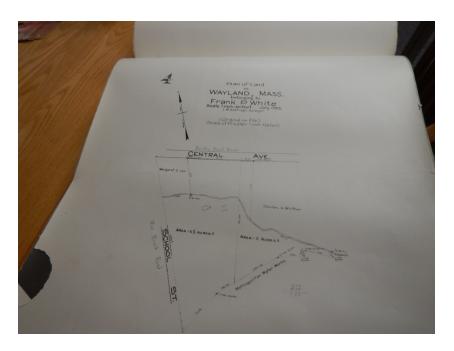
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un I George & Nogles of Wayland Country of Meddlesed and Commonwa of Massachusetts emale man in consideration of three three and dollars. pist by Frank P. White and Mangaret Mo. White wife of the said Frank the receips whereof is hereby schnowledged, do hereby remise, release, and source quite laim unto the said. Frank P. Who and Mangaret Mo. White their heins and assigns forever a certain parcel land with buildings thereon bounded in laid. Wayland and bounded and descret as follows to wite: Beginning at land of Brants F. Whittier, and the Bo ton Rosad and theme resonance, foutherly by laid. Whittier's land to a brook theme. Rumana by haid brook easterly to the fond of the heirs of Board Migman theme! Southerly by land of laid. Wymans Hours to land of the Witton acquiduct to dehool to theme mentherly by laid school stated to said brook at long of Mangaret beet theme easterly by laid school stated to said brook at long of Mangaret beet theme easterly by laid school stated to said Booten South from of haid brook to a corner of land of said there a corner of land of said the said thereof theme easterly by laid to be said to be a corner of land of head of the said the said thereof theme and the said to be a corner of land to the said to be a corner of land to the said the said thereof theme is the said to be a corner of land to the said the said theme as the said to be a corner of land to the said the receipt whereof is hereby acknowledged, do hereby remise, release, and forever quitclaim unto the said Frank P. W. To habe and to hold the granned premises, with all the to the said Frank P. White and Mangaret Ma. White granted premises, with all the privileges and appartenances thereto belonging threst heirs and assigns, to their own use and behoof forever. And-.....do hereby for mustelf said grantees and Arteco heirs and assigns granted premises are free from all incombrances made or suffered by .0910. will and 19944... heirs, executors, and administrators shall lourrant and defend the same to the said granteerheirs and assigns forever against the lawful claims and demands of all persons claiming by, through, or under but against none other. And-for-the-consideration-aforesaid-

Know all men by these presents

July 1905 Map Currently found at the Town, Nov. 2017



June 30, 1908 Frank P. and Margaret M. White to Charles F. and Nellie M Whittier Book 3577 pg. 118

3377

Mute + use
to
Hhittier + use

Know all men by these presents

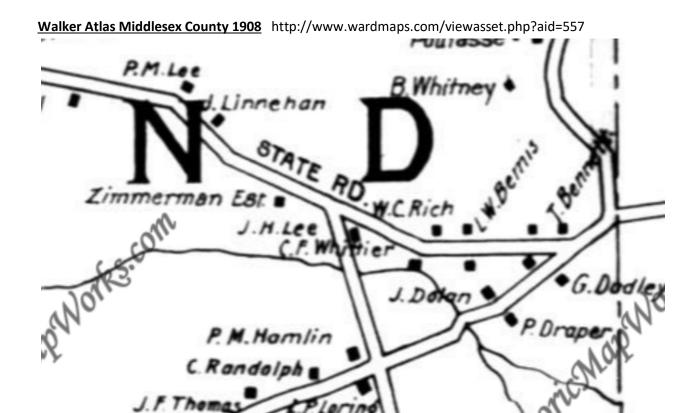
in the bounty of middlesex and lommonwealth of Maisland

in consideration of one dollar and other valuable considerations to us ; said by Blastles I Krittier and Nellie M. Whittier brisband and wife asjoint tenants both of rais Nayland.

I is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Markes F. Mattiers nella M. Writtier, a certain parcel of land situate in said Wayland bounded and described as follows; to wit: Deginning at a stone bound at lan the grantee on the Boston Road (alex called Gentral avenue) and running by raid land of the granter three hundred and noty seven feet more or less to a brook then running by said brook exacheasterly four hundred and twenty seven feet more or less to land formerly of bearries. Kyman, thenexoutherly by raid Nyman land twenty in feet more or less to a stone bound at land taken for the Weston agreedunt asid aquedient land morthwesterly one hundred and twenty eight feet to bound, southwesterly 30 feet to a stone bound, westerly one hundred an three feet to a stone found, and couthwesterly two hundred and forty two to land this day cold to Murray Brown; thence northerly by land of raid B ria burnared eighty seven \$/104 flet to bentral avenue, theme easterly by bentral avenue seventy three 70/100 feet to the point of beginning, containing more or less bubject to the right in belief of reviewes via heirs and assig his of adjoining premises and in behalf of Margaret 9 hole and her heirs and arright owners of premise at the iorner of Central avenue and I clook street To lay water piping from the spring on the granted premises and to maintain and repair the came and to draw Rufficeest water from raid apring for the reasonable use of the parties above named, being a portion of the premise conveyed to us by deed of George 6. Nogler, dated april 3, 1905 recorded Middlerex South District Beeds lib 3153, page 39. The granted premises are shown on plan recorded herewith.

To habe and to hold the granted premises, with all the privileges and appartenances thereto belonging to the said schedules I thicker and nellie m. Whittier as point tenants and the left heirs and assigns, to their own use and behoof forever. And we do hereby for trivilless and their, executors and administrators, subthinit with the said granted and there heirs and assigns that we are lawfully seized in seesingle of the granted premises, that they are free from all incumbrances,

Book of Plans No. 13 Plan 4



U.S. Census 1910 Wayland, Middlesex County, Massachusetts

Charles F. Whittier, age 45, married 27 yrs., born in Maine as were his parents, superintendent at a book binding; his wife Margaret F., age 45, had 3 children, all living, born in Mass., father born in Canada English,; Marion A., age 22, born in Mass., telephone operator.

William B. Sanderson, age 44, married 7 years, gypsy moth worker, born in Mass.; his wife Elsie S., age 29, born in Mass.; Trueman L., age 4, son, born in Mass.; Thelma, age 2, "son", born in Mass.



Land was owned by George Nogler in 1893 sold to Charles F. and Nellie M. Whittier, who in turn sold the land to Caroline T. Jackman, deed dated May 10, 1912.

Sometime, Caroline T. Jackson must have sold land to Walter G. and Elizabeth J. Lee of Brookline but I did not find a deed.

to
BECK

KNOW ALL MEN BY THESE PRESENTS that we, Walter G. Lees and Elisabeth J. Lees wife of said Walter G. Lees in her own right both of Brookline in the County of Norfolk and Commonwealth of Massachusetts in consideration of one dollar and other valuable considerations paid by Lena C. Beck, of Boston, in the County of Suffolk and said Commonwealth the receipt whereof is hereby acknowledged, do hereby remise, release and forever QUITCLAIM unto the said Lena C. Beck a certain parcel of land with the buildings thereon situated on the Southwesterly side of Central Avenue (also called Western Road or the Boston Road) in Wayland in the County of Middlesex and said Commonwealth bounded and described as follows, namely: - Beginning at a point in the Southwesterly side of said Road at the division line between land now or formerly of Charles F. Whittier and Nellie M. Whittier and land now or late of Wyman; thence running a little West of South by said land now or late of Wyman three hundred and seventy one (371) feet; thence running Southerly by said land now or late of Wyman one hundred and fifty six feet to the centre of a brook; thence continuing Southerly by said Wyman land twenty six (26) feet more or less to a stone bound at land taken for the Weston Aqueduct; thence by said aqueduct land Northwesterly one hundred and twenty eight feet to a stone bound; Southwesterly thirty (30) feet to a stone bound; Westerly one hundred and twenty three feet to a stone bound; and Southwesterly two hundred and forty two 16/100ths feet to land now or formerly of Murray Brown; thence Northerly by land of said Brown six hundred and eighty seven and 8/100 (687.08) feet to Central Avenue; thence Easterly or Southeasterly by Central Avenue three hundred and sixteen and 95/100 (316.95) feet to the point of beginning. Containing five acres more or less. Subject to the right in behalf of Murray Brown and his heirs and assigns owners of adjoining premises and in behalf of Margaret G. Lee and her heirs and assigns owmers of premises at the corner of Central Avenue and School street to lay water piping from the spring on the granted premises and to main-

335

tain and repair the same and to draw sufficient water from said spring for their reasonable use. The said premises being shown on plan of land in Wayland belonging to George Nogler dated June 1893, I. W. Hastings surveyor, recorded with Middlesex South District deeds, plan book 84, plan 40, and on another plan recorded with said deeds in plan book 173, plan 4. Being the same premises conveyed to Caroline T. Jackman by deed of said Charles F. Whittier and Nellie M. Whittier dated May 10, 1912, and recorded with Middlesex South District deeds, book 3689, page 551. TO HAVE AND TO HOLD the granted premises with all the privileges and appurtenances thereto belonging to the said Lena C. Beck and her heirs and assigns to their own use and behoof forever. And we do hereby for ourselves and our heirs, executors, and administrators, covenant with the said grantee and her heirs and assigns that the granted premises are free from all incumbrances made or suffered by us except as aforesaid and taxes for the year 1917, and that we will and our 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 us but against none other. IN WITNESS WHEREOF we the said Walter G. Lees and Elizabeth J. Lees, hereunto set our hands and seals this twenty seventh day of July in the year one thousand nine hundred and seventeen. Elisabeth J. Lees (seal) Walter G. Lees (seal) Signed, sealed and delivered in presence of Elisabeth J. Lees to W. G. Lees. COMMONWEALTH OF MASSACHUSETTS. Norfolk ss. July 27, 1917. Then personally appeared the above named Elisabeth J. Lees and acknowledged the foregoing instrument to be her free act and deed, before me, Harold P. Williams, Notary Public. - - - - -Middlesex ss. Aug. 21, 1917. 10h. 30m. A.M. Rec'd & Recorded.

BECK et al

SEARS

U. S. Rev. Stamps \$8.50 L.C.B. 8/15/18.

Alfred R. Beck and Lens C. Beck his wife, in her right both of Boston, County of Suffolk, Commonwealth of Massachusetts, for consideration paid, grant to Francis B. Sears of Weston, County of Middlesex said Commonwealth of Massachusetts, with QUITCLAIM COVENANTS the land in Wayland, County of Middlesex, said Commonwealth, with the buildings thereon situated on the Southwesterly side of Central Avenue, bounded and described as follows; namely: - Beginning at a point in the Southwesterly side of said road or Avenue at the division line between land now or formerly of Charles P. Whittier and Nellie M. Whittier and land now or late of Wyman; thence running a little West of South by said land now or late of Wyman three hundred and seventy one feet; thence running Southerly by said land now or late of Wyman, one hundred and fifty six feet, to the center.of a brook; thence continuing Southerly by said Wyman land twenty six feet more or less to a stone bound, at land taken for the Western Aqueduct; thence by said Aqueduct land Northwesterly one hundred and twenty eight feet to a stone bound; Southwesterly thirty feet to a stone bound, Westerly one hundred and twenty three feet to a stone bound, and Southwesterly two hundred forty two and 16/100 feet to land now or formerly of Murray Brown; thence Northerly by land of said Brown six hundred and eighty seven and 8/100 feet to Central Avenue; thence Easterly or Southeasterly by Central Avenue three hundred and sixteen and 95/100 feet, more or less to the point of beginning. Containing five acres more or less. Subject to the right in behalf of Murray Brown and his heirs and assigns, owners of adjoining premises, and in behalf of Margaret G. Lee, and her heirs

535

and assigns, owners of the premises at the corner of Central Avenue and School Street to lay water piping from the spring on the granted premises, and to maintain and repair the same, and to draw sufficient water from said spring for reasonable use. The said premises being shown on a plan of land in Wayland belonging to George Nogler, dated June 1893, I. W. Hastings, surveyor, recorded in Middlesex South District Deeds, plan book 84, plan 40, and on another plan recorded with said deeds in plan book 173, plan 4. Subject to taxes of 1918. Being same premises conveyed to the said Lena C. Beck by Walter G. Lees and Elizabeth J. Lees, his wife, by deed dated July 27th, 1917, and recorded with said deeds, book 4157, page 334. WITNESS our hands and seals this 15th day of August 1918. Alfred R. Beck (seal) Lena C. COMMONWEALTH OF MASSACHUSETTS. Suffolk 88. August 15th, 1918. Then personally appeared the above named Lena C. Beck and acknowledged the foregoing instrument to be her free act and deed, before me, Joseph L. Seabury, Justice of the Peace. My commission ex-Middlesex ss. Aug. 15, 1918. 12h. 50m. P.M. Rec'd & Recorded.

Dec. 15, 1923 Francis B. Sears to Anastasia and George A. Severance, Book 4680 page 7

TO SUVERANCE

U.S. Rev. Stampa \$9.00 9.2.3. 12/18/23

Francis B. Sears of Weston, Middlesex County, Massachusette, for consideration paid, grants to Amastasia Severance, wife of George A. Severance, in her own right of Brockline, County of Horfolk, with QUITCIAIM COVENAMYS the land in WAYLAND, County of Middlesex, said Commonwealth, with the buildings thereon, situated on the Southmenterly side of Dentral Avenue, sometimes known as State Hoad East, bounded and described as folllows: - Beginning at a point in the Southwesterly side of said Boad or Avenue at the division line between land now or formerly of Charles F. Whittier and Wellie M. Whittier and land now or late of Wyman; thence running a little west of south by said land now or late of Wyson three hundred and seventy one feet; thence running southerly by said land now or late of Wyman, one hundred and fifty-six feet, to the center of a brook: thence continuing southerly by said Wyman land twenty-six feet more or less to a stone bound, at land taken for the Weston Agasduot; thence by said Aquaduct land northwesterly one hundred and twenty-eight fast to a stone bound; southwesterly thirty feet to a stone bound, westerly one hundred and twenty-three feet to a stone bound, and southwesterly two hundred forty-two and 16/100ths feet to land now or formerly of Muyray Brown; thence northerly by said Brown land six handred and sightyseven and 8/100ths feet to said Central Avenue; thence easterly or southeasterly by said Contral Avenue three handred and sixteen and 95/100ths feet, more or less, to the point of beginning. Containing five scree more or less. The said presides being shown on a plan of land entitled Plan of Land in Nayland belonging to George Rogler, dated June 1898, I. W. Hastings, Surveyor, recorded in Middlesex South District Deeds, Plan Book 84. Plan 40, and on snother plan recorded in said Deeds in Plan Book 193, Plan 4. Said premises being the same premises conveyed to me by deed of Alfred R. Book et al, dated angust 15, 1918, and recorded with said Deeds, Book 4814, Page 584. Said premises are conveyed subject to the rights of Burray Brown and his beirs and assigns and of Margaret G. Lee and her heirs and assigns, as set forth in said dood. Marian B. Sears wife of said gran-

and the second s		- 4690
tor release to eaid grantee all rights of DOWER AND ECMESTRAD and other- interests therein. WITSESS our hands and seeks this 15th day of Decem- ber, 1923	0	7
P. B. Thayer (to P.B.S.) Prancis 3. Sears (seal) Charles O. Richardson Marian B. Sears (seal)		
COMMONWEALTH OF MASSACHUSETTS. Suffolk es. December 15th, 1983. Then personally appeared the above-named Francis B. Sears and suknowledged		
the foregoing instrument to be his free act and deed, before me, Frank B. Theyer, Justice of the Peace. My Commission expires Apl. 1929		
Middlesex ss. Dec. 16, 1983. 4b. 4m. P.M. Rec'd & Recorded.		

Dec. 18, 1923, Anastasia and George A. Severance to William and Margaret Forbes Book 4690 pg. 7 5 acres

See Macharge, B.C. C. T. El.

I, Amestabia Severance, wife of Seorge A. Severance, in her own right, of Brookline, Forfolk County, Massachusetts, for consideration paid, grant to William Forbes and Margaret Forbes, both of Weston County of Middlesex, with MORTGAGE COVERANTS to secure the payment of Five Thomsend Bollars in two years with six per centum interest per annum, payable semi-annually, with a privilege of paying the principal or any part thereof on any interest date, as provided in our note of even date, a certain parcel of land with the buildings thereon situated on the Southwesterly side of Central Avenue, (also called Weston Road or the Boston Road) in Warland in the County of Middlesex and said Commonwealth, bounded and described as follows: namely: Baginning at a point in the Southwesterly side of said Road at the division line between land now or formerly of Charles F. Whittier and Hellie H. Whittier and land now or late of Wyman; thence running a little west of mouth by said land now or late of Wyman three hundred and seventy-one (371) feet; thence running southerly by said land now or late of Wyman one hunired and fifty-six (156) feet to the center of a brook; thence continuing southerly by said Wyman land twenty-mix (26) feet more or less to a stone bound at land taken for the Weston Aqueduct; thence by said aquedust land northwesterly one kunited and twenty-eight (128) feet to a stone bound; south westerly thirty (30) feet to a stone bound, westerly one hundred and twenty-three (123) feet to a stone bound, and couthwesterly two hundred and forty-two and 16/100ths (242.16) feet to land now or formarly of Murray Brown; thence mortherly by land of said Brown six hundred and eighty-seven and 8/100ths (687.08) feet to dentral avenue; thence eastorly or southeasterly by Centrel Avenue three hundred and mixteen and 95/100ths (316.95) feet to the point of beginning. Containing five (5) sores more or less. Subject to the right in behalf of Murray Brown and

SEVERANCE et al to FORESS et al -7

his heirs and assigns owners of adjoining premises and in behalf of Margaret G. Lee and her heirs and assigns owners of premises at the corner of Central Avenue and School Street to lay water piping from the spring on the granted premises and to maintain and repair the same and to draw sufficient water from said spring for their reasonable use. The said premises being shown on plan of land in Wayland belonging to George Nogler. dated June, 1893, I.W. Hastings, surveyor, recorded with Middlesex South District Deeds, Plan Book 84, Plan 40, and on another plan recorded with said Deeds in Plan Book 173, Plan 4. Said premises are hereby conveyed free from all encumbrances except restrictions of record and easements. if any. Being the same premises conveyed this day to me by Francis B. Sears by deed to be recorded herewith. This mortgage is upon the statutory condition, for any breach of which the mortgagea shall have the statutory power of sale. I. George A. Severance, husband of said mortgagor, release to the mortgages all rights of CURTESY AND HOMESTEAD and other interests in the mortgaged premises. WITNESS our hands and seals this eighteenth day of December 1923. Annastisea Severance (seal) George A. Severance (seal) J. J. Carraher for both. COMMONWEALTH OF MASSACHUSETTS. Suffolk as. December 18, 1923. Then personally appeared the above-named Anastasia Severance and acknowledged the foregoing instrument to be her free act and deed, before me. J. Joseph Carraher, Notary Public. Commission expires March 18/28. - - - - - - - - - - -Middlesex ss. Dec. 18, 1923. 4h. 4m. P.M. Rec'd & Recorded.

Dec. 30, 1926, George A. and Anastasia Severance to Arthur and Celia A. (Cowern) French Book 5053 pg.39

We, George A. Severance and Americain Severance, wife of said George A. Severance, in her own right, both of Wayland, Middlesex County, Massachusetto, for consideration paid, grant to Arthur E. French and Celia A. French, husband and wife as joint tenants and not as tenants in common and not as tenants by the entirety, of South Sudbury, Middlesex County, Massachusetts, with WARRANCY COVEMANTS the land in WAYLAND, Middlesex County, Massachusetts, with the buildings thereon, situated on the Southwesterly side of Central Avenue sometimes known as State Road East, bounded as follows: - Beginning at a point in the Southwesterly side of said Road or Avenue ht the division line between land now or for merly of Charles F. Whittier and Bellie M. Whittier and land now or late of Wyman; thence running a little West of South by said land now or late of Wyman, three minired seventy-one (371) feet; thence running Southerly by said land now or late of Wyman, one hundred fifty-six (156) feet to the center of a brook; thence continuing Southerly by said Myman land, twenty-six (26) feet, more or less to a stone bound, at land taken for the Weston Aqueduct; thence by said Aqueduct land Northwesters ly, one hunired twenty-eight (128) feet to a stone bound; Southwesterly thirty (30) feet to a stone bound; Westerly, one hundred taenty-three (123) feet to a stone bound, and Southwesterly two hundred forty-two and 16/100 (242.16) feet to land now or formerly of Murray Brown; thence Northerly by said Brown land, six hundred eighty-seven and 8/100 (687.08) feet to said Central Avenue; thence Easterly or Southeasterly by said Central Avenue, three hundred sixteen and 95/100 (314.95) feet, more or less to the point of beginning. Containing five (5) seres, more or less, The said premises being shown on a plan of land entitled "Plan of Land in Mayland, belonging to George Negler, Sated June 1895, I. W. Mastings, Surveyor, recorded with Middlesex South District Deeds, Plan Book 84, Plan 40, and on another plan recorded in said Deeds in Plan Book 173.

severance et al to FRENCE et ux

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FORBES et al DISC. MORT.

We, William Forbes and Margaret Forbes holders of a mortgage

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90-

from Anastasia Severance to us, dated December 18th, 1923, recorded with Middlesex South District Deeds, Book 4690, Page 7, acknowledge satisfaction of the same. WITNESS our hands and seals this 30th day of December, 1926. William Forbes (seal) Margaret F. Forbes (seal) COMMONWEALTH OF MASSACHUSETTS. Suffolk, ss. Dec. 30th, 1926. Then personally appeared the above-named William Forbes and acknowledged the foregoing instrument to be his free act and deed, before me, Willard I. Morse, Justice of the Peace.

Middlesex ss. Dec. 30, 1926. 3h. 43m. P.M.Rec'd & Recorded.

Aug. 17, 1933, Arthur R. and Celia A. (Cowern) French to Alice M. MacGinnis of Marlborough, Book 5741 pg 75

We, Arthur E. French and Celia A. French, husband and wife as joint tenants of Wayland, Middlesex County, Massachusetts for consideration paid, grant to Alice M. MacGinnis of Marlborough, Massachusetts with QUITCLAIM COVENANTS the land in WAYLAND, Middlesex County, Massachusetts, with the buildings thereon, situated on the Southwesterly side of Central Avenue sometimes known as State Road Rest, bounded as follows Beginning at a point in the Southwesterly side of said Road or Avenue at the division line between land now or formerly of Charles F. Whittier and Nellie M. Whittier and land now or late of Wyman; thence running a little West of South by said land now or late of Wyman, three hundred seventy-one (371) feat; thence running Southerly by said land now or late of Wyman, one hundred fifty-six (156) feet to the center of a brook; thence continuing Southerly by said Wyman land, twenty-six (26) feet, more or less to a stone bound, at land taken for the Weston Aqueduct: thence by said Aqueduct land Northwesterly, one hundred twenty-eight (128) feet to a stone bound; Southwesterly thirty (30) feet to a stone bound; Westerly, one hundred twenty-three (123) feet to a stone bound, and South westerly, two hundred forty-two and 16/100 (242.16) feet to land now or formerly of Murray Brown; thence Northerly by said Brown land, six hun-

FRENCH et ux to MacGINNIS

5741

76

dred eighty-seven and 8/100 (687.08) feet to said Central Avenue; thence Easterly or Southeasterly by said Central Avenue, three hundred sixteen and 95/100 (316.95) feet, more or less to the point of beginning. Containing five (5) acres, more or less. The said premises being shown on a plan of land entitled "Plan of Land in Wayland, belonging to George Nogler, dated June 1893, I. W. Hastings, Surveyor, recorded with Middlesex South District Deeds, Plan Book 84, Plan 40 and on another plan recorded in said Deeds in Plan Book 173, Plan 4. Being the same premises conveyed by George A. Severance and Anastasia Severance to us, by deed dated December 30, 1926, recorded with Middlesex South District Deeds, book 5053 page 39. This conveyance is made without consideration for the purpose of conveying real estate from husband to wife. WITWESS our hands and seals this seventeenth day of August 1933 Arthur E. French (seal) Celia A. French (seal) COMMONWEALTH OF MASSACHUSETTS Middlesex ss. August 17, 1933 Then personally appeared the above-named Arthur E. French and Celia A. French and acknowledged the foregoing instrument to be their free act and deed, before me John E. Rice Notary Public - - - -Middlesex ss. Aug. 18, 1933. 9h. 3m. A.M. Rec'd & Recorded.

Aug. 17, 1933 Alice C. MacGinnis of Marlborough to Celia A. French, Book 5742 pg.76

MacGINNIS to FRENCH

I, Alice M. MacGinnis, of Merlborough, Middlesex County, Massachusetts being unmarried, for consideration paid, grant to Celia A. French of Wayland, Middlesex County, Messachusetts with QUITCLAIM COVENANTS the lend in WAYLAND, Middlesex County, Massachusetts, with the buildings thereon, situated on the Southwesterly side of Central Avenue sometimes known as State Road East, bounded as follows: - Beginning at a point in the Southwesterly side of said Road or Avenue at the division line between land now or formerly of Charles F. Whittier and Nellie M. Whittier and land now or late of Wyman; thence running a little West of South by seid land now or late of Wymen, three hundred seventy-one (371) feet; thence running Southerly by said land now or late of Wyman, one hundred fifty-six (156) feet to the center of a brook; thence continuing Southerly by said Wyman land, twenty-six (26) feet, more or less to a stone bound, at land taken for the Weston Aqueduct; thence by said Aqueduct land Northwesterly, one hundred twenty-eight (128) feet to a stone bound Southwesterly thirty (30) feet to a stone bound; Westerly, one hundred twenty-three (123) feet to a stone bound, and Southwesterly, two hundred forty-two and 16/100 (242.16) feet to land now or formerly of Murray Bro thence Northerly by said Brown land, six hundred eighty-seven and 8/100 (687.08) feet to said Central Avenue; thence Easterly or Southeasterly by

said Central Avenue, three hundred sixteen and 95/100 (316.95) feet, more or less to the point of beginning. Containing five (5) acres, more or less. The said premises being shown on a plan of lend entitled "Plan of Land in Wayland, belonging to George Mogler, dated June 1893, I. W. Hastings, Surveyor, recorded with Middlesex South District Deeds, Plan Book 84, Plan 40 and on another plan recorded in said Deeds in Plan Book 173, Plan 4. Being the same premises conveyed to me by Arthur E. French and Celis A. French by deed of even date and to be recorded herewith. This conveyance is made without consideration for the purpose of conveying real estate from husband to wife. WITNESS my hand and seal this sew enteenth day of August 1933 Alice M. MacCinnis (seal) COMMONWEALTH OF MASSACHUSETTS Middlesex ss. August 17, 1933 Then personally appeared the above-named Alice M. MacGinnia and acknowledged the foregoing instru ment to be her free act and deed, before me John E. Rice Notary Public Middlesex ss. Aug. 18, 1933. 9h. 3m. A.M. Rec'd & Recorded.

WE HEREBY CERTIFY that on the 17th day of August in the year one thousand nine hundred thirty three we were present and saw Harold E. LIEBERMAN'S MacInnis, Tressurer of the Malden Trust Company, assignee and holder of the mortgagee named in a certain mortgage given by Samuel Lieberman to Myer Spevak dated May 9, A.D. 1929, and recorded in Middlesex So. Dist. Registry of Deeds, book 5353 page 465 make an open, peaceable and unopposed entry on the premises described in said mortgage, for the purpose, by him declared, of foreclosing said mortgage for breach of conditions thereof. Boulah Page Frederick A. Gass. THE COMMONWEALTH OF MASSACHU-SETTS Middlesex, ss. August 18, 1933. Then personally appeared the above named Beulsh Page and Frederick A. Gass and made oath that the above certificate by them subscribed is true, before me- Arthur J. Plummer, Jus-

Middlesex ss. Aug. 18, 1933. 12h. 37m. P.M. Rec'd & Recorded.

to MALDEN POSSN.

Aug. 25, 1941, Celia A. French, widow, to Waltham Federal Savings and Loan Assoc. Book 6530 pg. 334

4 6530

Then personally appeared the above named Hyman E. Roffman and acknowledged the foregoing instrument to be his free act and deed, before me

M. Frank Bodner Motary Public My commission expires November 1 1946
Middlesex ms. Aug. 26, 1941. 11h. 50m. A.M. Rec'd & Recorded.

FRENCE .

10

WALTHAM FEDERAL SAVS. AND LOAR ASSN.

I, Celie A. French, widow, of Wayland, Middlesex County, Massa obusetts, for consideration paid, grant to the Weltham Federal Savings and Loan Association a United States corporation doing business in Walthan, Middlesex County, Massachusetts, with MORTHAGE COVENANTS to secure the payment of Twenty-five Hundred (2500) Dollars with interest from the date hereof as provided in my note of even date; the land, with the buildings thereon, situated in said WATLAND on the southwesterly side of Contral Avenue, sometimes known as State Road East, bounded and described as follows: Beginning at a point in the southwesterly side of said Road or Avenue at the division line between land now or formerly of Cherles F. Whittier and Nellie N. Whittier and land now or late of Wyman; Thence running a little west of south by said land now or late of Wyman, three bundred seventy-one (371) feet; Thence running south by said land now of late of Wyman, one hundred fifty-six (156) feet to the center of a brook; Thence continuing southerly by said Wyman's land twenty-six (26) feet more or less to a stone bound at land taken for the Weston squeduct; Themes by said Aqueduet land northwest one hundred twenty-eight (128) feet to a stone bound; Southwest thirty (50) feet to a stone bound; West one hundred twenty-three (125) feet to a stone bound; and southwest two hundred forty-two end 16/100 (B48;16) feet to land now or formerly of Murray Brown; Thence north by said Brown's land, six hundred eighty-seven and 8/100 (667.08) feet to said Central Avenue; Themce cost or southeast by said Central Avenue, three hundred sixteen and 95/100 (316.95) feet more or less to the point of beginning. Containing five acres more or less. The said premises being shown on a plan of land entitled "Plan of Land in Wayland belonging to George Hogler", dated June 1893, made by I. W. Maetings, Surv., recorded with Middlesex South District Deeds, Flan Book S4, Plan 40, and on another plan recorded with said Deeds in Plan Book 173, Plan 4. Being the same premises conveyed to me by deed of Alice M. MecGinnis, dated August 17, 1933, recorded with said Deeds, Book 5741, Page 76. Subject to rights reserved in a deed of Henry R. Newton to John P. Painter et al. dated February 27, 1865, recorded with sold Deeds, Book 945, Page 250, ad for as the same may be in force, also subject to water rights mentioned dr referred to in a deed of Alfred R. Beck et ux, dated August 15, 1918, re-

corded with said Deeds, Book 4814, Page 554, so far as the same may be in force. Including as a part of the realty all portable or sectional buildings, hesting apparatus, plumbing, ranges, mantels, storm doors and windows, oil burners, gas and oil and electric fixtures, acress, screen doors, awnings, electric and gas refrigerators, air conditioning apparatus, and other fixtures of whatever kind and nature, on said premises, on hereafter placed thereon prior to the full payment and discharge of this mortgage, innofer as the some are or can by agreement of the parties be made a part of the realty. The mortgagor further covenants and agrees as follows: 1. To perform and observe all of the terms and conditions of the mortgage note secured by this mortgage; 2. To pay to the mortga goe on the payment dates of the note secured by this mortgage, in addition to the payments of principal and interest therein required, a monthly apportionment of the sum estimated by the mortgages to be sufficient to make all' Perments of all taxes, charges and assessments upon the mortgaged property as they become due and any balance due for any of said payments shall be paid by the mortgagor to the mortgages on demand. The mortgages is hereby specifically suthorized to pay when due or at any time thereafter all of said payments and to charge the same to the account of the mortgagor; S. To pay on demand to the mortgagee cums equivalent to the same percentage on the debt secured hereby as the mortgagee shall from time to time be required to pay as a State tax on its funds invested in loans secured by mortgages of real estate; 4. To insure in sums satinfactory to the mortgagee and for its benefit the buildings now or here after standing on said land against fire, and such other hazards, casualtics and contingencies as the mortgagee may from time to time direct, and to deposit all such insurance policies with the mortgages; 5. That a foreclosure of this mortgage shall forever bar him and all persons claim ing under him from all right, title and interest in and to any and all of the fire or other hezard insurance policies on the buildings upon the land covered by this mortgage at the time of such foreclosure, including all rights to return premiums on cancellations, whether at law or in equity; 6. That the mortgagor will keep all and singular the said premises in such repair and conditions as the same are now or may be put in while this mortgage is outstanding; 7. That he will not use or permit the premises to be used in violation of any law or municipal ordinance or regulation or for any unlawful or improper purpose; S. That he will not commit, permit or suffer any waste, impairment, or deterioration of the property or any part thereof, nor to use or permit the premises to be used in viola-

tion of any law or municipal ordinance or regulation or for any unlawful or improper purpose; 9. That upon default in any condition of this morkgage or the note secured hereby, the mortgages may apply any sums creditof by or due from the mortgages to the mortgagor to cure such default without first enforcing any of the other rights of the mortgagee against the mortgagor or the mortgaged premises. 10. That the mortgagor will pay on demand to the mortgagee, or the mortgagee may at its option add to the principal balance then due, any sums advanced or paid by the mortgagee on account of any default, of whatever nature, by the mortgagor, or any sums advanced or paid, whether before or after default, for taxes, Fopairs, improvements, insurance on the mortgaged property or any other insurance pledged as collateral to secure the mortgage loan, or any sume paid by the mortgages, including responsible attorney's fees, in prosecuting, defending, or intervening in any legal or equitable proceeding wherein the mortgages deems any of the rights created by this mortgage are jeopardized or in issue; 11. That this mortgage shall also secure the repayment of such future mivances as the nortgagee may, from time to time and for any purpose, make to the mortgagor, and the same may be added to the mortgage debt; provided however that no advance shall be made which will increase the principal belance above the face amount of the mortgage note: 12. That upon default in any condition of the mortgage or note secured hereby existing for more than ninety days, the entire mortgage debt shall become due and payable on demand at the option of the mortgagee; 13. That in the event the ownership of the mortgaged premises, or any part thereof, becomes wested in a person other than the mortgagor, the mortgages may, without notice to the mortgagor, deel with such successor or successors in interest with reference to the mortgage and the debt hereby secured, and in the same manner as with the mortgagor, without in any way vitiating or discharging the mortgagor's liability hereunder or upon the debt hereby secured. Ho cale of the premises hereby mortgaged and no forbearance on the part of the mortgagee and no extension whether orel or in writing of the time for the payment of the debt hereby secure\$ given by the mortgages shall operate to release, dispherge, motify, change or affect the original liability of the mortgagor herein, either in whole or in part; 14. That wherever the words Mortgagor and Mortgagee are used herein they shall include their several beirs, executors, administrators, successors, grantees and assigns subject to the limitations of law and of this instrument, and if the context requires, the words Mortgagor and Mortgagee and the pronounc referring to them shall be construed as plural,

neuter or feminine. This mortgage is upon the Statutory Condition, for any breach of which, or for any breach of any of the aforementioned covenants or agreements, the holder hereof shall have the Statutory Power of Sale. WITNESS my hand and seal this 25th day of August 1941. Celia A. French (seal) COMMONWEALTH OF MASSACHUSETTS Middlesex, ss. August 25, 1941. Then personally appeared the above named Celia A. French and acknowledged the foregoing instrument to be her free act and deed, before me Charles W. Byem Notery Public My Commission Expires June 16, 1945 Middlesex ss. Aug. 26, 1941. 11h. 55m. A.M. Rec'd & Recorded.

Middlesex ss. June 29, 1946. 11h. 22m. A.M. Rec'd & Recorded.

I, Core E. Morse Executrix of the Will of Celia A. French, late

FEDERAL SAVS. AND LOAN ASSN.

DISC.MORT.

PLANKO QIG OF 194

June 26, 1946, Cora E. Morse (sister of Celia A. (Cowern) French) executrix to Frederick A. and Pearl R. Mix of Wayland, Book 7002 pg. 57

I, Cora E. Morse Executrix of the Will of Celia A. French, late of Wayland, Middlesex County, Massachusetts by the power conferred by li-MORSE EXTRX. cense of the Probate Court of Middlesex County dated May 6, 1946 and every other power, for Eight thousand and no/100 Dollars paid, grant to Fred-MIX erick A. Mix of said Wayland A certain parcel of land with the buildings thereon situated in said WAYLAND on the southerly side of the State Road containing 3.75 acres, and bounded: Commencing at a spike in the ground at a point on the State Road and at other land of the estate of the late Celia A. French; and running southerly and bounded by said other land of the estate of Celia A. French 525.50 feet to a stone bound set in the ground at land of the Commonwealth of Massachusetts; thence running south erly to a stone bound set in the ground 30 feet; thence running westerly to a stone bound set in the ground 123 feet; thence running southwesterly to an angle at land now or formerly of F. Edwin Davis 242.16 feet, the last three courses being by land of the Commonwealth of Massachusetts; thence turning and running northerly by said land now or formerly of F.Ed win Davis 687.08 feet to said State Road; thence turning and running easterly on said State Road 206.95 feet to the point and place of beginning.

7002

58

Being Lot A as shown on Plan of Land in Wayland, Massachusetts of the __late Celia A. French drawn by Everett M. Brooks, Civil Engineer, dated March 26, 1946. Taxes for 1946 to be pro rated as of April 1, 1946 WITNESS my hand and seal this 28th day of June 1946 Cora E. Morse Executrix of the will of Celia A. French (seal) COMMONWEALTH OF MASSACHUSETTS Middlesex as. June 28th 1946 Then personally appeared the above named Cora E. Morse and acknowledged the foregoing instrument to be her free act and deed, before me, John E. Rice Notary Public Sept. 1,1947 Middlesex as. June 29, 1946. 11h. 22m. A.M. Rec'd & Recorded.

MIX to WALTHAN

WALTHAM FEDERAL SAVS. AND LOAN ASSN.

See plan opposite page 17.28

I. Frederick A. Mix. of Wayland, Middlesex County, Massachusetts for consideration paid, grant to the Waltham Federal Savings and Loan Association a United States corporation doing business in Waltham, Middlesex County, Massachusetts, with MORTGAGE COVENANTS to secure the payment of Eight Thousand (8,000) Dollars with interest from the date hereof as provided in my note of even date; the land with the buildings thereon, sit uated in said WAYLAND, being Lot A on "Plan of Land in Wayland, Mass.", dated March 26, 1946, made by Everett M. Brooks, C.E., to be recorded herewith, bounded: Northerly by State Road East (somestimes called Central Avenue and sometimes called the Boston Post Road), two hundred six and 95/100 (206.95) feet; Northeasterly by Lot B on said plan, five hundred twenty-five and 50/100 (525.50) feet; Easterly, Thirty (30) feet; Southerly, one hundred twenty-three (123) feet; Southeasterly, two hundred forty-two and 16/100 (242.16) feet; the last three (3) lines being by land of the Commonwealth of Massachusetts Weston Aqueduct; Westerly by land now or formerly of Edwin Davis, six hundred eighty-seven and 8/100 (687.08) feet. Containing 3.75 acres, more or less. Being the same premises conveyed to me by deed of Cora E. Morse, Executrix, dated June 28, 1946, delivered and to be recorded herewith. Subject to rights reserved in a deed of Henry R. Newton to John P. Painter et al., dated February 27, 1865, recorded with Middlesex South District Deeds, Book 943, Page 230, so far as the same may be in force and applicable, also subject to water rights mentioned or referred to in a deed of Alfred R. Beck et ux., dated August 15, 1918, recorded with said Deeds, Book 4214, Page 534, so far as the same may be in force and applicable. Including as a part of the real ty all portable or sectional buildings, heating apparatus, plumbing, ranges mantels, storm doors and windows, oil burners, gas and oil and electric fixtures, screens, screen doors, awnings, electric and gas refrigerators,

air conditioning apparatus, and other fixtures of whatever kind and nature,

on said premises, or hereafter placed thereon prior to the full payment. and discharge of this nortgage, insofur as the same are or can by agreement of the parties be made a part of the realty. The mortgagor further covenants and agrees to the following ADDITIONAL COVENANTS, numbered 1 to 15, both inclusive: 1. To perform and observe all of the terms and conditions of the mortgage note secured by this mortgage; 2. To pay to the mortgages on the payment dates of the note secured by this mortgage, in addition to the payments of principal and interest therein required, a monthly apportionment of the sum estimated by the mortgages to be sufficient to make all payments of all taxes, charges and assessments upon the mortgaged property as they become due and any balance due for any of said payments shell be paid by the mortgagor to the mortgages on demand, and the mortgages is hereby specifically sutherized to pay when due or at any time thereafter all of said payments and to charge the same to the mocount of the mortgagor; *5. 4. To insure in sums satisfactory to the mortgages and for its benefit the buildings now or hereafter standing on said land against fire, and such other bazards, casualties and contingencies as the mortgages may from time to time direct, and to deposit all such insurence policies with the mortgagee; 5. That a foreelesure of this mortgage shall forever bur his and all persons claiming under him from all right, title and interest in and to any and all of the fire or other hazard insurance policies on the buildings upon the land covered by this mortgage at the time of such foreclosure, including all rights to return premiums on cancellations, whether at law or in equity; 6. That the mort gagor will keep all and singular the said premines in such repair and com ditions as the same are now or may be put in while this mortgage is outstending; 7. That he will not use or permit the premises to be used in violation of any law or municipal ordinance or regulation or for any unlawful or improper purpose; 8. That he will not commit, permit or suffer any waste, impairment, or deterioration of the property or any part there of; 9. That upon default in any condition of this mortgage or the note secured hereby, the mortgages may apply any sums credited by or due from the mortgages to the mortgagor to cure such default without first enforcing any of the other rights of the mortgages against the mortgagor or the mortgaged pranices; 10. That in the event this mortgage is given to secure a loss in whole or in part for the construction, alteration or repair of a building, the mortgages may advance from time to time to the mortgagor such sums as in its discretion appear to be warranted by the progress of the work and the mortgagor agrees to prosecute the construc60

tion, elteration or repairs involved diligently, and, in the event of any unreasonable delay, the mortgages, in addition to any other remoty it may have, may enter and complete such construction, alteration or repairs and charge such amounts as it shall reasonably expend in so doing to the mortgagor whether or not he shall have parted with his title to said premises: 11. That the mortgagor will pay on demand to the mortgages, or the mortgages may at its option add to the principal balance then due, any sums advanced or paid by the mortgages on account of any default, of whatever nature, by the mortgagor, or any sums advanced or paid, whether before or after default, for taxes, repairs, improvements, insurance on the mortgaged property or any other insurance pledged as collateral to secure the mortgage loan, or any sums poid by the mortgages, including reasonable attorney's fees, in prosecuting, defending, or intervening in any legal or equitable proceeding wherein the mortgages deams any of the rights created by this mortgage are jeopardized or in issue; 18. That this mortgage shall also secure the repayment of such future advances as the mortgagee may, from time to time and for any purpose, make to the mortgagor, and the same may be added to the mortgage debt; provided however that no advance shall be made which will increase the principal balance above the face amount of the mortgage note; 13. That upon default in any condition of the mortgage or note secured hereby existing for more than three months, the entire mortgage debt shall become due and payable on demand at the option of the mortgages; 14. That in the event the ownership of the mortgaged presises, or any part thereof, becomes vested in a person other than the mortgagor, the mortgages may, without motice to the mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured, and in the same menner as with the mortgagor, without in any way vitiating or discharging the mortgagor's liability bereupder or upon the debt hereby secured, and no sale of the premises hereby mortgaged and no forbearance on the part of the mortgages and no extension whether oral or in writing of the time for the payment of the debt hereby secured given by the mortgages shell operate to release, discharge, modify, change or affect the original lisbility of the mortgagor berein, either in whole or in part; 15. That wherever the words Mortgagor and Mortgages are used herein they shall include their several heirs, executors, administrators, successors, grantees and assigns subject to the limitations of law and of this instrument and if the context requires, the words Mortgagor and Mortgages and the pronouns referring to them shall be construed as plural, neuter or fami-

7002

*Covenant No. 3 struck out before | Frederick A. Mix a execution. | Pearl R. Mix a

COMMONWEALTH OF MASSACHUSETTS Middlesex, ss. June 28 1946. Then personally appeared the above named Frederick A. Mix and acknowledged the foregoing instrument to be his free act and deed, before me Warren P. Elliott Notary Public My Commission Expires May 3 1951 - - - - - -

Middlesex ss. June 29, 1946. 11h. 22m. A.M. Reo'd & Recorded.

Estate of Celia A. (Cowern) French Probate Case, Alice M. (Cowern) Leonard (daughter), Ruth O. (French) Wynn (daughter) of Waltham to Jane B. Herbert of Brookline, Book 7722 Pg. 539

We, ALICE M. LEONARD, of Wayland, (formerly known as ALICE M. COURS, and RUTH O. WYNN, of Waltham, (formerly known as RUTH O. FREECH, of saids min Wayland,) both Middlesex - - - - - County, Massachusetts, but the said of t

certain parcel of land with the buildings thereon situated on State Redicated East, (formerly known as Boston Post Road) in said Wayland, beth shown on a plan entitled "Plan of Land in Wayland, Mass.," dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction of Land in Wayland, Mass., dated March 1946, by Everett M. (Destruction

MORTHERLY by State Road East as shown on said plan one hundred ten ()

EASTERLY by land now or formerly of Sidney W. Hayward by three line measuring three hundred seventy-one (371) feet, one hundre fifty-six (156) feet, and twenty-six (26) feet, respective

SOUTHERLY by the Weston Aqueduct one hundred twenty-eight (128) feet westerly by Lot A as shown on said plan five hundred twenty-five \$50/100 (525) feet.

containing 1.25 acres of land according to said plan, or however others said Lot B may be bounded, measured, or described.

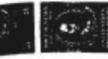
For our title, see Estate of Celia A. French, Middlesex Probate Case

Said premises are conveyed subject to easements of record in so far as as same are now in force and applicable.

said premises are further conveyed subject to taxes assessed as of January 1, 1951, which the grantee by the acceptance of this deed assumes and agrees to pay as part of the consideration hereof.

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Dines GMF hards and make this Shird day of April 1951

ne Degrand

Daller of a for

Die Controversith of Manuscipanette

adfolk, s. Ap

April 3, 1951

The percently appeared the above rusted ALLEN P. LEONARD, ALICE M. LEONARD, MITRIATIN, AND RUTH O. WYNN

ed asknowledged the foregoing instrument to be the SP free act and dood before me

Was - 1991

Mr common open January 14.

mer'd h entered for record a will b. 1 51 at 11 a. 51 a. d. . . 103

Feb. 10, 1951, Jane B. Herbert of Brookline to Allen P. and Alice M. (Cowern) Leonard (1.25 acres) Book 7722 pg. 540

- - - - I, JANE B. HERBERT - - -Brookline, Norfolk - - - - - - - - - - - County, Massachusetts, May unmerried, for consideration paid, grant to. ALLEN P. LEONARD and ALICE M. LEONARD, dashand and wife, as tenants by the entirety, both of Wayland, Middlesex bunty, Massachusetts, ----------E - - - - - - with guitclatur covenants & artain parcel of land with the buildings thereon situated on State Road East, (formerly known as Boston Post Road) in said Wayland, being Fast, (formerly known as Boston Post Road) in Said, Majishin, Dollar 196, 196, by Everett M. (Descriptor and communication) Brooks, C.E., duly recorded 196, by Everett M. (Descriptor and communication) Brooks, C.E., duly recorded ith Middlesex South District Deeds, Book 7002, Page 57, and being bounded nd described as follows: MORTHERLY by State Road East as shown on said plan one hundred ten (110) feet: by land now or formerly of Sidney W. Hayward by three lines measuring three hundred seventy-one (371) feet, one hundred fifty-six (156) feet, and twenty-six (26) feet, respectively; EASTERLY SOUTHERLY by the Weston Aqueduct one hundred twenty-eight (128) feet; and by Lot A as shown on said plan five hundred twenty-five and ESTERLY 50/100 (525) feet, Staining 1.25 acres of land according to said plan, or however otherwise aid Lot B may be bounded, measured, or described. used of even date to be recorded herewith. held premises are conveyed subject to easements of record in so far as the tame are now in force and applicable.

BOOK		
7722 PAGE	Said premises are further conveyed subject to taxes assessed as on 1, 1951, which the grantees by the acceptance of this deed assume to pay as part of the consideration hereof.	f Js and
5 4 0	No stamps are hereto attached and none are required as merely a no consideration has been paid.	omin
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	marken odmanklumen	,
	Bittarss my hand and seal this third day of April 10	9.51
		9.51
	Jane Beterbert	
	Jane Beterbert	
	Jane Bekerbert	_
	The Commonwealth of Massachusetts	_
		9 51
	The Commonwealth of Massachusetts	9 51
	The Commonwealth of Massachusetts Suffolk, ss. April 3, 19	9 51
	The Commonwealth of Massachusetts Suffolk, ss. April 3, 19 Then personally appeared the above named JANE B. HERBERT	
	The Commonwealth of Massarhusetts Suffolk, ss. April 3, 19 Then personally appeared the above named JANE B. HERBERT and acknowledged the foregoing instrument to be her free act and deed before me Watson Flett	

April 2, 1951, Allen P. and Alice M. (Cowern) Leonard mortgage

even date, and also to secure the performance of all covenants herein contained, and also to secure any and all further loans and indebtedness owed or to be owed by the mortgagor to the mortgagee, a certain parcel of land with the structures thereon, situated on State Road East (formerly known as Boston Post Road) in said Waylam being shown on a plan entitled "Plan of Land in Wayland, Mass.," dated March 26, 1946, by Everett M. Brooks, C.E., duly recorded with Middles South District Deeds, Book 7002, Page 57, and being bounded and descript as follows:

NORTHERLY by State Road East as shown on said plan one hundred ten feet;

EASTERLY by land now or formerly of Sidney W. Hayward by three lin to measuring three hundred seventy-one (371) feet, one hundr fifty-six (156) feet, and twenty-six (26) feet, respective

SOUTHERLY by the Weston Aqueduct one hundred twenty-eight (128) fee and

WESTERLY by Lot A as shown on said plan five hundred twenty-five a 50/100 (525) feet,

containing 1.25 acres of land according to said plan, or however other said Lot B may be bounded, measured, or described.

BOOK

7722

5 4 2

The Commonwealth of Massachusetts

April 2,

A. D. 1951

H

1

GE Suffolk,

Then personally appeared the above named ALLEN P. LEONARD and ALICE M. LEONARI

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

before me.

ry 14, 1955

My commission expires January 14, 195 Rec'd & entered for record April 3, 1951 at 11h. 53m. A.M. #110

Pонн M-792	CERTIFICATE RELEASIN	, P.O. Box 7023, Boston, M/ NG MASSACHUSETTS ESTA TE WITH COPY OF MECORDED DES	TE TAX	DEC 1 3 1977	
MAME OF APPLICANT	Alice M. Leonard	PROBATE OT. Midd		DATE OF DEATH	
DITY ON TOWN,	113 Boston Post Road Wayland, Mass. 01778	113 Boston	DOCKET NO. 498 501 August 11, HENDENCE (SOMICILE) AT TIME OF SEATH 113 Boston Post Road Weyland, Mass. 01778		
shown on a	plan entitled "Plan verett M. Brooks, C. S ands. Sook 7002, Page by State Road East of feet:	n Post Road) in said W of Land in Wayland, M L, duly recorded with 57, and boing bounds as shown on said plan arly of Sidney W. Hayw	middles d and de	dated Merch 26. sex. South secribed as dred ten (110)	
SOUTHERLY	fifty-six (156) feet	drad seventy-one (371); , and twenty-six (26) act one hundred twenty	feet,	one hundred respectively;	
WESTERLY		n said plan five hundr			
containing	1.25 scres of land a may be bounded, meas	secording to said plan sured, or described.	, or hou	wover otherwise	
said Lot B					
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As DES	MINED BY DEED DATED ADTI ddlesex So. District gaistay of Deed miseo by Gentificate of Ti ened Land Section For	1 3. 1951 	PAGE N	AND RECORDED IN 10. 539 OR RECORDED IN ORPORATIONS	

Dec. 2, 1987 Alice M. Leonard to Allen E., Jeffrey M., Craig M. and Duncan S. Leonard, Book 18764 pg. 441 Estate of Allen P. Leonard Middlesex Probate no. 4

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My Concession expires. 116 1992

QUITCLAIM DEED

We, Allen E. Leonard of Sudbury, Massachusetts, Jeffrey M. Leonard of Corvallis, Oregon, Craig M. Leonard of Mandeville, Louisiana, and Duncan S. Leonard of _______, Massachusetts,

for consideration paid of Three Hundred and Five Thousand and 00/100 (\$305,000.00)

Dollars

grant to

115 BOSTON POST NO.

Mahoney's Garden Center, L.L.C., of Wayland, Middlesex County, Massachusetts, with Ouitclaim Covenants, the following described land:

A certain parcel of land with the buildings thereon situated on State Road East (formerly known as Boston Post Road) in said Wayland, being shown on a plan entitled "Plan of Land in Wayland, Mass.," dated March 26, 1946, by Everett M. Brooks, C.E., duly recorded with Middlesex South District Deeds, Book 7002, Page 57, and being bounded and described as follows:

NORTHERLY

by State Road East as shown on said plan one hundred ten

(110) feet;

EASTERLY

by land now or formerly of Sidney W. Hayward by three lines measuring three hundred seventy-one (371) feet, one hundred fifty six (156) feet, and twenty-six (26) feet,

respectively;

SOUTHERLY

by the Weston Aqueduct one hundred twenty-eight (128)

feet; and

WESTERLY

by Lot A as shown on said plan five hundred twenty-five

and 50/100 (525.50) feet,

containing 1.25 acres of land according to said plan, or however otherwise said Lot B may be bounded, measured, or described.

Said premises are conveyed subject to any easements, restrictions, or reservations of record.

For our title, see Deed of Alice M. Leonard to us dated December 2, 1987, and recorded with the Middlesex South District Registry of Deeds in Book 18764, Page 441.

重

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14 C

Oct. 27, 1970 Mary A. Elwell, a widow of Robert N. Elwell, Jr. and Richard J. Briden, Trustees of Arrowhead Quitclaim Deed, Book 11909 pg. 436

BK11909 PG436
MS MASSACHUSETTS QUITCLAIN DEED SHORT FORM (INDIVIDUAL) 981
of Mayland Middlesov
70000.
Richard J. Briden, as Trustoes of the Arrowhead Realty Trust, under a Declaration of Trust dated October 27, 1970, recorded herewith with quitelaim covenants
oo xterduoistinx
[Description and oncurripeances, if any)
A certain parcel of land with the buildings thereon situated in said Wayland on the Southerly side of the State Road, containing 3.75 agree and bounded:
Commencing at a spike in the ground at a point on the State Road and at land now or formerly of the Estate of the late Celia A. French and running
3 SOUTHERLY and bounded by said other land now or formerly of Estate of Celia A. French, 525.50 feet to a stone bound set in the ground, land of Commonwealth of Massachusetts, then running
SOUTHERLY to a stone bound set in the ground, 30 feet, then running
WESTERLY to a stone bound set in the ground, 123 feet, then running
SOUTHWESTERLY to an angle at land now or formerly of F. Edwin Davis, 242.16 feet; the last three courses being by land of Commonwealth of Massachusetts, then turning and running
NORTHERLY by said land now or formerly of P. Edwin Davis, 687.08 feet to said State Road, then turning and running
EASTERLY on said State Road, 206.95 feet to the point and place or beginning.
EASTERLY on said State Road, 206.95 feet to the point and place or beginning. Being Lot A as shown on Plan of Land in Wayland, Mass., of the late Celia A. French drawn by Everett M. Brooks, dated March 26, 1946, recorded with Middlesex South District Deeds, Book 7002, Page 57. Being the same premises conveyed to me by deed recorded with said Deeds Book 8909, Page 2.
Being the same premises conveyed to me by deed recorded with said Deeds Book 8909, Page 2.
Said parcel is subject to a mortgage given to West Newton Savings Bank, which mortgage the XXXX XXXXX XXXXX XXXXX
SERVER RECORD SERVED TO A SERVED SERV
Witness MY hand and seal this 27 day of October, 1970
Mary to Secuell
10/10
The Commonwealth of Musourhusetts
Liller
Market, ss. October 2 7 ,1970
Then personally appeared the above named Mary M. Elwoll
and acknowledged the foregoing instrument to be her free act and deed, before me
Notary Public — Justice of the Proce
SOMMONIWEALITY CHANSEACHUSETTS My commission expires Jan / 1976
octation of the Entirety.)
NDED BY CHAPTER 361 OF 1967
on it the full name, residence and post office address of the grantee. Pallure to comply with this section shall not affect the validity of any deed. No regiver of deeds shall accept a deed for recording unless it is

April 2, 1979, Arrowhead Trustees to Thomas G. Nelson Book 13666 pg. 180

BK 13666 PG 180

MAGGACHUCESTE QUITCLAIM DETER SHORT PORM UNDIVIOUAL DE :

grant to THOMAS G. NELSON

of 18 Austin Road, Sudbury, Middlesex County, MA.

with quitriates repenants

the land in Wayland, Middlesex County, Massachusetts, with the buildings thereon, situated on the southerly side of Boston Post Road and the easterly side of Pinebrook Road, being shown as Lot 1 (Description and encembrance, Hang) containing 60,925 square feet, Lot 2 containing 40,000 square feet and lot 3 containing 58.088 square feet, more or less, all as shown on "Plan of Land in Wayland, Mass. Owned by: N. W. Phillips - H.H. & J. W. Woollard November 14, 1961, Everett M. Brooks Co. - Civil Engineers" which plan is recorded with Middlesex South District Registry of Deeds as Plan No. 170 of 1962 at the end of Book 9983.

Also another certain parcel of land situated on the southerly side of Boston Post Road sometimes called State Road East containing 3.75 acres, more or less, and being shown as Lot A on "Plan of Land in Wayland, Mass. March 26, 1946, Everett M. Brooks. Co., Civil Engineers" which plan is recorded with said Deeds in Book 7002, Page 57.

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

For our title see deed of Mary M. Elwell Executrix dated October 27, 1970, recorded with said Deeds in Book 11909, Page 437 and deed of Mary M. Elwell dated October 27, 1970, recorded with said Deeds in Book 11909, Page 436.



as trustees aforesaid	
MitnensQux hand s and seal s/ this	Richard J. Buden, Trustee
	Richard J. Staden, Irunced
	Kuth E. Briden, Trustee

Che Commonwealth of Massachusetta

Middlesex,

April 2

19 79

Then personally appeared the above named Richard J. Briden, Trustee an

and acknowledged the foregoing instrument to be

thate free act and deed, before me

RICHARD D. KARB Notary Fablic My Commission expires September 7, 1984

Nating Public — Speniscretziningen

My commission expires

202470

(*Individual -- Joint Tenants -- Tenants in Correnon -- Tenants by the Entirety.)

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

Every deed presented for second stall contain or have endorsed upon it the full more, residence and post effice address of the grantee and a recital of the amount of the full consideration thereof in shallers or the assure of the other consideration therefor, if not delivered for a specific momentary sum. The full consideration shall mean the total price for the conveyance without deduction for any lorus or entaintheauters assumed by the greater or remaining thereon. All such conferences and and retials shall be retracted as part of the deed. Pointer to comply with this section shall not affect the validity of any deed. No regimer of deeds shall active a deed for recording unless it is in compliance with the requirements of this section.

BK 2843 | PG 567

QUITCLAIM DEED



I, Thomas G. Nelson, of Hudson, Middlesex County, Massachusetts, for consideration paid, and in full consideration of Nine Hundred Seventy-Five Thousand Dollars (\$975,000.00), grant to Mahoney's Garden Centers LLC, of 242 Cambridge Street, Winchester, Middlesex County, Massachusetts 01890, with QUITCLAIM COVENANTS,

All those certain parcels of land with the buildings and other improvements thereon, now known as and numbered 115-121 Boston Post Road, Wayland, Massachusetts, being shown as Lots 2, 3B and 4 on a certain plan entitled "Plan of Land in Wayland - Mass. (Middlesex County) May 30, 1985, by Malcolm N. Johnston Co.", recorded with the Middlesex South District Registry of Deeds as Plan 1301 of 1985 in Book 16456, Page 223, to which reference may be had for a more particular description.

Said premises are conveyed subject to and with the benefit of easements, restrictions, reservations and agreements of record, if any, insofar as the same are now in force and applicable and are conveyed subject to real estate taxes for the current fiscal period which the grantee, by acceptance and recording of this deed, assumes and agrees to pay.

Meaning and intending to convey and hereby conveying a portion of the premises described in a deed from Richard J. Briden and Ruth E. Briden, Trustees of Arrowhead Realty Trust, to Thomas G. Nelson, recorded with said Deeds in Book 13666, Page 180.

Witness my hand and seal this 9th April, 1998.

Thomas G. Nelson

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

April 9, 1998

Then personally appeared the above-named Thomas G. Nelson and acknowledged the foregoing instrument to be his free act and deed, before me.

Notary Public
My Commission Expires: 9/21/2001

291243-1

ASH 4446.00
1874815 10:46
EXCISE TAX
DEEDS RECAS
MIDDLE SOUTH

115-131 Rosson Post Rd Wayland MA

Bk: 51718 Pg: 289 CERTIFICATION OF VITAL RECORD

STATE OF NEW HAMPSHIRE

CERTIFIED ABSTRACT OF A CERTIFICATE OF DEATH

FILE # 2003004286

MALE

FULL NAME OF DECEASED

THOMAS GARY NELSON

DATE OF DEATH

JUNE 10, 2003

AGE 73 YRS

DATE OF BIRTH

JULY 06, 1929

BIRTHPLACE MALDEN, MASSACHUSETTS

MOTHER'S NAME

MARY RIORDAN

FATHER'S NAME

CHARLES NELSON

PLACE OF DEATH MARITAL STATUS NEW LONDON, NEW HAMPSHIRE

MARRIED

NEW LONDON, NEW HAMPSHIRE

PATRICIA HAWKES

Bk: 51718 Pg: 289 Doc: DEATH

Page: 1 of 1 09/25/2008 10:23 AM

SOCIAL SECURITY NUMBER

PLACE OF DISPOSITION

WEST PART CEMETERY, NEW LONDON, NEW HAMPSHIRE

DATE OF DISPOSITION

JUNE 13, 2003

MANNER OF DEATH

RESIDENCE

NATURAL

FILE DATE JUNE 13, 2003

CAUSE OF DEATH

a 2 PRIMARY CANCERS - PROSTATE & COLON

YEARS

OTHER SIGNIFICANT CONDITIONS

DESCRIBE HOW INJURY OCCURRED

DATE/TIME OF INJURY

PLACE OF INJURY

LOCATION OF INJURY

NAME AND ADDRESS OF CERTIFIER

LAWRENCE A SCHISSEL MD, 11 JOHN STARK HGWY, NEWPORT, NEW HAMPSHIRE 03773

MARGINAL NOTES

BC: 28431-567

M Culling, LLP cood unicorn Perkor. Waburn MA 01801-3343

I HEREBY CERTIFY THAT THIS IS A TRUE ABSTRACT ISSUED FROM THE OFFICIAL RECORDS ON FILE AT THIS

ATTEST:

STATE/LOCAL REGISTRAR

Within Abolen p.

DATE ISSUED: JUNE 16, 2003

STATE CITY/TOWN OF: NEW LONDON

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar. It shall be unlawful for anyone to reproduce this certificate other than local or State Registrar.

VS-SP1

72

that \$650, \$1000 10gg

April 5, 1999, Allen E., of Sudbury, Jeffrey M., of Corvallis, OR, Craig M., of Mandeville, LA, and Duncan S. Leonard, of MA, to Mahoney's Garden Center, L.L.C. Book 30060 pg. 36 (113 StateRd)

1K 30060 PG 036

3

QUITCLAIM DEED

We, Allen E. Leonard of Sudbury, Massachusetts, Jeffrey M. Leonard of Corvallis, Oregon, Craig M. Leonard of Mandeville, Louisiana, and Duncan S. Leonard of _ Massachusetts,

for consideration paid of Three Hundred and Five Thousand and 00/100 (\$305,000.00)

grant to

115 BOSTUN POST NO.

Mahoney's Garden Center, L.L.C., of Wayland, Middlesex County, Massachusetts, with Quitclaim Covenants, the following described land:

A certain parcel of land with the buildings thereon situated on State Road East (formerly known as Boston Post Road) in said Wayland, being shown on a plan entitled "Plan of Land in Wayland, Mass.," dated March 26, 1946, by Everett M. Brooks, C.E., duly recorded with Middlesex South District Deeds, Book 7002, Page 57, and being bounded and described as follows:

NORTHERLY

by State Road East as shown on said plan one hundred ten

(110) feet;

EASTERLY

by land now or formerly of Sidney W. Hayward by three lines measuring three hundred seventy-one (371) feet, one hundred fifty six (156) feet, and twenty-six (26) feet,

respectively;

SOUTHERLY

by the Weston Aqueduct one hundred twenty-eight (128)

WESTERLY

by Lot A as shown on said plan five hundred twenty-five

and 50/100 (525.50) feet,

containing 1.25 acres of land according to said plan, or however otherwise said Lot B may be bounded, measured, or described.

Said premises are conveyed subject to any easements, restrictions, or reservations of record.

For our title, see Deed of Alice M. Leonard to us dated December 2, 1987, and recorded with the Middlesex South District Registry of Deeds in Book 18764, Page 441.

MORTGAGE

MAHONEY'S GARDEN CENTER, LLC

3

28

8:

1 00 for consideration paid, grant to

ALLEN E. LEONARD, JEFFREY M. LEONARD, CRAIG M. LEONARD and DUNCAN S. LEONARD, as tenants in common, of c/o Allen L. Leonard, P.O. Box 674, Sudbury, MA 01776

with MORTGAGE COVENANTS to secure the payment of \$50,000.00 as provided in a note of even date,

See Exhibit A attached hereto for description of the mortgaged premises.

Address of property: 113 Boston Post Road, Wayland, MA

For my title, see Deed of ALLEN E. LEONARD, JEFFREY M. LEONARD, CRAIG M. LEONARD and DUNCAN S. LEONARD recorded herewith. Book 30060

Page 36 This mortgage is upon the STATUTORY CONDITION, for any breach of which the mortgagee shall have the STATUTORY POWER OF SALE.

By the acceptance and recording of this mortgage, the mortgagees hereby assent and subordinate their rights hereunder to a future mortgage to be given by mortgagor to Citizen's Bank for no more than \$230,000.00 which mortgage, when recorded, shall have priority over this mortgage.

WITNESS our hands and seals this 16th day of April, 1999.

MAHONEY'S GARDEN CENTER, LLC

Its duly authorized Manager

By: SUSAN MAHONBY

Its duly authorized Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

April 16, 1999

Then personally appeared the above named Paul J. Mahoney, Jr. and Susan Mahoney Covino, duly authorized managers, and acknowledged the foregoing instrument to be the free act and deed of Mahoney's Garden Center, LLC, before me

Notary Public

My Commission Expires: 7/20/0)

74

MORTGAGE

MAHONEY'S GARDEN CENTER, LLC

23

::

8:

for consideration paid, grant to

ALLEN E. LEONARD, JEFFREY M. LEONARD, CRAIG M. LEONARD and DUNCAN S. LEONARD, as tenants in common, of c/o Allen L. Leonard, P.O. Box 674, Sudbury, MA 01776

with MORTGAGE COVENANTS to secure the payment of \$50,000.00 as provided in a note of even date,

See Exhibit A attached hereto for description of the mortgaged premises.

Address of property: 113 Boston Post Road, Wayland, MA

For my title, see Deed of ALLEN E. LEONARD, JEFFREY M. LEONARD, CRAIG M. LEONARD and DUNCAN S. LEONARD recorded herewith. Book 30060

Page 36 This mortgage is upon the STATUTORY CONDITION, for any breach of which the mortgagee shall have the STATUTORY POWER OF SALE.

By the acceptance and recording of this mortgage, the mortgagess hereby assent and subordinate their rights hereunder to a future mortgage to be given by mortgagor to Citizen's Bank for no more than \$230,000.00 which mortgage, when recorded, shall have priority over this mortgage.

WITNESS our hands and seals this 16th day of April, 1999.

MAHONBY'S GARDEN CENTER, LLC

V: PAUL J. MAHONEY, JR

Its duly authorized Manager

By: SUSAN MAHONEY DOVINO Its duly authorized Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

April 16, 1999

Then personally appeared the above named Paul J. Mahoney, Jr. and Susan Mahoney Covino, duly authorized managers, and acknowledged the foregoing instrument to be the free act and deed of Mahoney's Garden Center, LLC, before me

Notary Public / My Commission Expires: 7/20/6/

75

BK30552PG396

EXHIBIT A

A certain parcel of land with the buildings thereon situated on State Road East, (formerly known as Boston Fost Road) in said Wayland, being shown on a plan entitled "Plan of Land in Wayland, Mass.," dated March 26, 1946, by Everett M. Brooks, C.E., duly recorded with Middlesex South District Deeds, Book 7002, Page 57, and being bounded and described as follows:

NORTHERLY by State Road East as shown on said plan, one hundred

EASTERLY

by State road East as shown on salt plan, one handled ten (110) feet; by land now or formerly of Sidney W. Hayward, by three lines measuring three hundred seventy-one (371) feet, one hundred fifty-six (156) feet, and twenty-six (26) feet,

respectively;

SOUTHERLY by the Weston Aqueduct, one hundred twenty-eight (128)

feet; and by Lot A as shown on said plan, five hundred twenty-five and 50/100 (525.50) feet. WESTERLY

Containing 1.25 acres of land according to said plan, or however otherwise said Lot B may be bounded, measured or described.

For title see deed of Allen E. Leonard, Jeffrey M. Leonard, Craig M. Leonard and Duncan S. Leonard recorded herewith.

July 7, 2004 Mortgage by Mahoney's Garden Center LLC Book 43400 pg. 305

EXHIBIT "A"

A certain parcel of land with the buildings thereon situated on State Road East (formerly known as Boston Post Road) in said Wayland, being shown on a plan entitled: "Plan of Land in Wayland, Mass.," dated March 26, 1946, by Everett M. Brooks, C.E., duly recorded with Middlesex South District Deeds, Book 7002, Page 57, and being bounded and described as follows:

Northerly by State Road East as shown on said plan one hundred ten (110) feet;

Easterly by land now or formerly of Sidney W. Hayward by three lines

measuring three hundred seventy-one (371) feety, one hundred fifty-

six (156) feet, and twenty-six (26) feet, respectively;

Southerly by the Weston Aqueduct, one hundred twenty-eight (128) feet; and

Westerly by Lot A as shown on said plan, five hundred twenty-five and 50/100

(525.50) feet;

Containing 1.25 acres of land according to said plan, or however otherwise said Lot B may be bounded, measured, or described.

Said premises are conveyed subject to any easements, restrictions, or reservations of record.

Being the same premises conveyed to Mahoney's Garden Center, LLC by deed of Allen E. Leonard, Jeffrey M. Leonard, Craig M. Leonard and Duncan S. Leonard dated April 15, 1999 and recorded in the Middlesex County South District Registry of Deeds at Book 30060, Page 36.

Property Address:

113 Boston Post Road Wayland, MA 01778 Assessors Parcel ID 30-070

Bk: 43400 Pg: 308

All those certain parcels of land with the buildings and other improvements thereon, now known as and numbered 115-121 Boston Post Road, Wayland, Massachusetts, being shown as Lots 2, 3B and 4 on a certain plan entitled: "Plan of Land in Wayland – Mass. (Middlesex County) May 30, 1985, by Malcolm N. Johnston Co.", recorded with the Middlesex South District Registry of Deeds as Plan 1301 of 1985 in Book 16456, Page 223, to which reference may be had for a more particular description.

Subject to and with the benefit of easements, restrictions, reservations and agreements of record, if any, insofar as the same are now in force and applicable.

Being the same premises conveyed to Mahoney's Garden Centers, LLC by deed of Thomas G. Nelson dated April 9, 1998 and recorded in the Middlesex County South District Registry of Deeds at Book 28431, Page 567.

Property Address:

115-121 Boston Post Road Wayland, MA 01778 Assessors Parcel ID 30-071

<u>Town Directories</u> https://archive.org/search.php?query=Waltham%20Town%20Directory

Waltham suburban directory containing general directories of the residents, business directories, town officers, etc. of Weston, Wayland, Cochituate and Lincoln, Mass. Volume **1906-1907**

Hancock George W., farmer, h cor Reeves and School

Nogler George E., coachman, h School

White Frank P., h State rd

Whittier Charles F., bookbinder, Cambridge, P. O. Wayland Whittier Kirby, fireman, R R h State rd

Waltham suburban directory containing general directories of the residents, business directories, town officers, etc. of Weston, Wayland, Cochituate and Lincoln, Mass. Volume 1911-1912

Whittier Charles F., bookbinder (Cambridge), h State rd (East) Kirby, rem to Sudbury

Waltham suburban directory containing general directories of the residents, business directories, town officers, etc. of Weston, Wayland, Cochituate and Lincoln, Mass. Volume **1913-1914**

https://archive.org/stream/walthamsuburband1314unse#page/104/mode/2up/search/State+road+Charles F. removed to Sudbury, Mass.

U. S. Census 1920 Wayland, Middlesex County, Massachusetts

William B. Sanderson, age 54, rents, born in Mass., occ. Lacquer room at watch factory. His wife Elsie L. (Rich), age 38, born in Mass.; Trueman F. age 14, son, born in Mass.; Thelma, age 12, daughter, born in Mass.; Norman B, age 4, son, born in Mass.

Edward Lee, age 46, own house – bank mortgage, farmer & poultry, born in Mass.; his wife Elizabeth, age 44, born in Mass.

Waltham suburban directory containing general directories of the residents, business directories, town officers, etc. of Weston, Wayland, Cochituate and Lincoln, Mass. Volume **1915-1916** https://archive.org/stream/walthamsuburband1516unse#page/110/mode/2up/search/Sanderson

Sanderson Elmer farmer h State rd (East)
George E florist State rd (East) h do
William B emp G M Com h State rd (East)
Sarsfield William H rem from town
Sauer Alexander farmer h Rice rd

Waltham suburban directory containing general directories of the residents, business directories, town officers, etc. of Weston, Wayland, Cochituate and Lincoln, Mass. Volume **1917-1918** https://archive.org/stream/walthamsuburband1718unse#page/88/mode/2up/search/Sanderson

Sanderson Elmer (Jennie) caretkr h State rd (East)

George E (Alice M) mkt gardener State rd (East) h do

William B (Elsie L) emp G M Com h State rd (East)

Santedicala Gass (Frances) lab h Ox Row rd R F D S L

MARKET GARDENERS Barton James Newton Weston Buchold Max E Silver Hill rd Weston R F D S L Fiske C Dexter Conant rd Weston K G Lunt Charles Tower rd Lincoln R F D S L PETERSON ANDREW P Wayland rd So Lincoln (See page 249) Sanderson George E State rd (East) Wayland

EAGAN ANDREW farm hand b J R Hawkins' State rd (East)
Edward farm hand b J W Eagan's
James W (Mary X) farmer h State rd (East)
Margaret b J W Eagan's
Mary clk (B) b J W Eagan's
William H chauffeur b J W Eagan's

Waltham suburban directory containing general directories of the residents, business directories, town officers, etc. of Weston, Wayland, Cochituate and Lincoln, Mass. Volume **1919-1920** https://archive.org/stream/walthamsuburband1920unse#page/12/mode/2up

Sanderson Elmer (Jennie) caretkr h State rd (East)

George E (Alice M) mkt gardener State rd (East) h do

William B (Elsie L) emp (Walth) h State rd (East)

Santedicola Gass (Erances) lab h Ox Bow rd S L

Sears Francis B (Weston)

Nov 8 1925 Justice of the Peace

WAYLAND DIRECTORY

91

Linnehan John E farm foreman h Concord rd Margaret wid John h State rd (East) Mary b Mrs M Linnehan's Thomas F engineer B & M R R b Mrs M Linnehan's Timothy farmer h State rd (East)

Lee Edward F (Elizabeth A) milk State rd (East) h do
Everett G (Louise M) teamster h State rd (East)
Harry D farm hand h Plain rd
Helen B nurse b H D Lee's
James H (Elizabeth M) farmer h State rd (East)
John farm hand b G E Dwight's Cochituate rd
Margaret H wid Henry F h J H Lee's

Beck Albert H (Mabel E) (B) h Glezen lane

MARKET GARDENERS

Barton James Newton Weston Buchold Max E Silver Hill rd Weston R F D S L Lunt Charles Tower rd Lincoln S L Peterson Andrew P Wayland rd So Lincoln Sanderson George E State rd (East) Wayland

MASONS

DONALDSON ROBERT D Lexington rd Lincoln (See page 8) Ringer Simeon P Main n Dudley Camp Cochituate

MEATS AND PROVISIONS

GRIMWOOD HENRY A Station rd Lincoln (See page C)
ROLLINS BROS Station rd Lincoln (See page C)
Jennings Charles D Glen rd Weston P O Newton Lower Falls
Kimball Everett A Summer n River Weston
Lee Edward F State rd (East) Wayland
Richardson George Old Conn Path (West) Coch
South Lincoln Dairy Co Concord rd Lincoln S L

Waltham suburban directory containing general directories of the residents, business directories, town officers, etc. of Weston, Wayland, Cochituate and Lincoln, Mass. Volume **1921-1922** https://archive.org/details/walthamsuburband2122unse

Sanderson Elmer (Jennie) caretaker h State rd (East)

Sanderson George E (Alice M) mkt gardener State rd (East) h do William B (Elsie L) emp (Walth) h State rd (East) Sears Francis B (Weston)

Nov 8 1925 Justice of the Peace/Dir.

Waltham National Bank

Beck Albert H (Mabel E) (B) h Glezen lane

MARKET GARDENERS

Barton James Newton Weston Buchold Max E Silver Hill rd Weston R F D S L Lunt Charles Tower rd Lincoln S L Sanderson George E State rd (East) Wayland

Ward Anne b M Ward's
Annie H wid William h Rice rd
Annie I b Mrs M A Ward's
James rem to Cochituate
Kathryn b M Ward's
Mary A wid Willard B died June 20 1920
Michael (Mary) gardener h State rd (East)
Thomas clk b M Ward's
Thomas (Alice) carp h Stone Bridge rd

Severance George A (Annie S) farmer and roadside stand State rd (East) h do

98 WAYLAND DIRECTORY

Lee Harry D farm hand h Plain rd
Helen B nurse b H D Lee's
James H (Elizabeth M) farmer h State rd (East)
John farm hand b G E Dwight's Cochituate rd
Margaret H wid Henry F b J H Lee's

Linnehan James (Nora) carp h Glen rd
John lab b J Linnehan's
John É farm foreman h Concord rd
Margaret wid John h State rd (East)
Thomas F engineer B & M R R b Mrs M Linnehan's
Timothy farmer h State rd (East)

EAGAN ANDREW farm hand h State rd (East)
Edward farm hand b J W Eagan's
James W (Mary X) farmer h State rd (East)
Mary elk (B) b J W Eagan's
William H chauffeur b J W Eagan's

Forbes Mary A stenog b William Forbes'
William (Margaret F) farmer h State rd (East)

Bemis Charles W (Lettie) pansy grower Rice rd h do Coch Lewis J farmer h State rd (East)

Waltham suburban directory containing general directories of the residents, business directories, town 3officers, etc. of Weston, Wayland, Cochituate and Lincoln, Mass. Volume **1926** https://archive.org/stream/walthamsuburband26unse#page/102/mode/2up/search/Sanderson

Sanderson Alice Mrs hkpr at A H Beck's Glezen lane
Sanderson Elmer (Jennie) caretaker h State rd (East) opp Old
Conn Path (East)
Sanderson Trueman L student b W B Sanderson's
Sanderson William B (Elsie L) farmer h State rd (East)

RANDOLPH FLORENCE L h State rd (East)
Randolph Harry R (Emily A) gardener h Old Sudbury rd
Randolph Walter E farm hand h State rd (East) c Glezen lane
Ranney Herbert K (Emily D) watchman (B) h Plain rd

Lee Edward F (Elizabeth A) poulterer State rd (East) h do
Lee Everett G (Louise M) rem to Waltham
Lee Harry D (Mary E) trucking Plain rd h do
Lee Helen B rem to Randolph
Lee James H (Elizabeth M) farmer h State rd (East)
Lee Margaret H wid Henry F b J H Lee's
Levaggi John J (Terrace Garden) State rd (East) h do

Farmers continued
Ripley Francis B Sudbury rd Weston
Rodier Joseph F Glezen rd Way
Rooney John W jr off Main Lincoln S L
Russell L Samuel State rd (West) Way
Russell Waldo H State rd (West) Way
Sargent Charles O State rd Lincoln R F D Lex
Schwartz J Melvin Golden Ball rd West
Severance George A State rd (East) Way

Sears Francis B (Marian B) pres (Walth Natl Bank Walth)
h Crescent n Central ave
Sears Francis B 3rd b F B Sears
Sears Percival A (Priscilla A) cotton broker (B) h Meadow
Brook rd
in Weston, MA

Severance George A (Annie S) farmer and roadside stand State rd (East) h do

EAGAN ANDREW A farm hand b T F Linnehan's State rd (East)

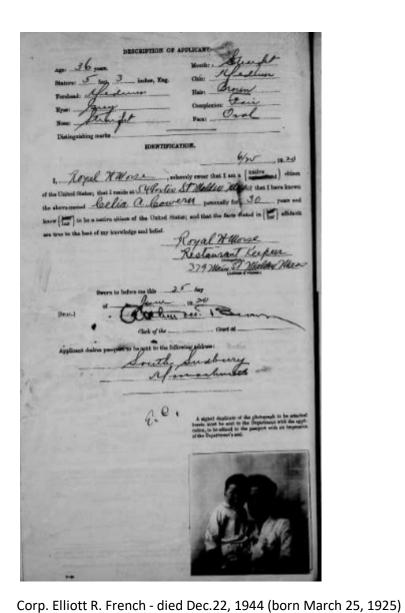
94 WAYLAND DIRECTORY

Eagan Edward farm hand b J W Eagan's
Eagan James W (Mary X) farmer h State rd (East)
Eagan William H (Marie K) chauffeur b J W Eagan's

<u>U.S. Census 1930</u> Wayland, Middlesex County, Massachusetts

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UNITED STATES OF AMERICA.
Sur co Massachusettan
Con : 11 1 1 May .
COUNTY OF Philadelesia Saffindow
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UNITED STATES, hereby apply to the Department of State, at Washington, for a passport.
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Covers And in Wardland Mars Jan 21, 1919
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margachusette da wortho 25 th day of June 1884 yet
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fithat he emigrated to the United States from the port of Since Share
on or about Mache
the United States, from 1 to 1911, at affect hoole the war next
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that I have resided outside the United States at the following places for the following people:
(a) (b) (c) (d) (d)
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and that I am domiciled in the United States, my permantin feedency being as 12 to 1
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and was I am about to go abread temperarily; and I
intend to return to the United States within with the purpose of Pauling and per-
ferming the duties of citizenship therein; and I desire a passport for use in visital Concessions here-
itediar named for the following purpose:
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(Sum of country)
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realing on board the Winsefred in on Judy 24 5 1920
OATH OF ALLEGIANCE.
Further, I do solemnly swear that I will support and defend the Constitution of the United States against all engines, foreign and demostic; that I will bear true faith and allegiance to the same; and that I take this obligation freely, without any metalf reservation or purposes of evasions: So help medod.
Sworn to before roo this day HE SECO. JUN 28 1978
One or come; of 19.20
Restor W. John M. O.
Clerk of the Court of
"A person born in the United States should submit a hirth certificate with his application, or if the birth was not edically recorded, affigures from the attending physician, parents, or edice persons having actual knowledge
f If the applicant's father was been in this country, lines should be drawn through the blanks in brashets.



He served with the 421st Combat Crew Training Squadron at Murdoc Army Airfield in California.

He was one of 10 airmen killed in B-24J Liberator #44-40523 crashed into a mountainside of Mt. Gleason during a snowstorm, 8 miles northeast of La Cresenta in Los Angeles County, California. Burial unknown

(perhaps National Cemetery in Phoenix, AZ) Memorial ID 148298921

I checked the South Middlesex County deeds online. Going backward:

1999 Mahoney from Allen E., Jeffrey M., Craig M. and Duncan S. Leonard

1998 Mahoney from Thomas Gary Nelson

1979 Thomas Gary Nelson from Arrowhead trustees

1987 Allen E., Jeffrey M., Craig M. and Duncan S. Leonard from Alice Leonard

1951 Allen P. and Alice (Cowern/French, daughter of Celia French) Leonard (1951) from Jane B. Herbert

1951 Jane B. Herbert from Alice M (Cowern) Leonard and Ruth (French) Wynn

1946 Frederick A. and Pearl R. Mix from Cora Morse (Celia A. (Morse) (Cowern) French's sister)

1933 Celia (Cowern) French from Alice MacGinnis

1933 Alice MacGinnis from Arthur E. and Celia (Cowern) French

Celia French is living there in the 1930 US Census. (1920 Census she was living in Sudbury) The Frenchs had green houses on the Arrowhead property in 1930

U.S. Census 1920 Sudbury, Middlesex County, Massachusetts

21. 299266 2 . 1 1 . 1 . 0.	11/2	7 7 7	JAO TO OSCALLANGERALINA	Menegeraun	Rhyde Jaland	se leme	
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X 241 251 Perrs. Chesta Ir.	HEUR	0 444 5 83 44	No be Heure Colored	James Stor Sunter	har from Sale!	DO WHE	hoe

Sutton Road

1926 Arthur and Celia (Cowern) French from George A. and Anastasia Severance

1923 George A. and Anastasia Severance from Frances B. Sears

1918 Frances B. Sears from Alfred and Lena C. Beck

1917 Alfred and Lena C. Beck from Walter G. and Elizabeth Lee

???? Walter G. and Elizabeth Lee from Caroline T. Jackman

1912 Caroline T. Jackman from Charles F. and Nellie M. Whittier

1908 Charles F. and Nellie M. Whittier from Frank P. and Margaret M. White

1905 Frank P. and Margaret M. White from George E. and Abbie F. Nolger

1889 Mary A. Hancock from George E. and Abbie F. Nolger

1889 George E. and Abbie F. Nolger from John, Lydia F. and Rebecca V. Humphrey

1882 Bela A. Humphrey from John L. and Margo C. Bickford

1874 John L. and Margo C. Bickford from James A. and Elizabeth Folsom

1874 James A. and Elizabeth Folsom from Alexander Freeman

1870 Alexander Freeman from Lucy A. and John P. Painter

1865 Lucy A. and John P. Painter from Charlotte S. and Henry R. Newton

???? Charlotte S. and Henry R. Newton from Isaac Warren

113 State Road West building appears on 1901 Weston Acqueduct plan