

I am lawfully seized in fee of the aforesaid premises; that they are free from all incumbrances; that I have good right to sell and convey the same to the said grantee, his heirs and assigns as aforesaid; and that I will and my heirs, executors and administrators, shall Warrant and Defend the same to the said grantee, his heirs and assigns forever, against the lawful claims of all persons. Provided: Nevertheless, that if said grantor, his heirs, executors, or administrators, shall pay unto the said grantee, his executors, administrators or assigns, the sum of Twenty three hundred dollars, in three years from the day of the date hereof, with interest on said sum at the rate of six per centum, per annum, payable semiannually, and until such payment keep the buildings standing on the land aforesaid insured against fire, in a sum not less than Two thousand dollars for the benefit of said mortgagee and payable to him in case of loss, at some Insurance office approved by him; or in any default thereof shall on demand pay to said mortgagee all such sums of money as the said mortgagee shall reasonably pay for such insurance, with interest, and also pay all taxes levied or assessed upon the said premises, then this Deed as also a certain promissory note, bearing even date with these presents, signed by the said Sherer whereby for value received he promises to pay the said grantee, or his order, the said sum and interest, at the time aforesaid, shall both be absolutely void to all intents and purposes. But if default shall be made in the payment of the money above mentioned, or the interest that may grow due thereon, or of any part thereof, it shall be lawful for the said grantee his executors, administrators or assigns to enter into and upon all singular the premises hereby granted or intended to be granted, and to sell and dispose of the same, and all benefit and equity of redemption of the said Sherer the grantor, his heirs, executors, administrators or assigns, therein, at public auction: such sale to be upon the premises hereby granted; first giving notice of the time and place of sale, by publishing the same once each week in three successive weeks, in some one newspaper printed in the County of Suffolk; and in his or their own names, or as the attorney of the said Sherer the grantor, for that purpose by these presents duly authorized, constituted & appointed, to make and deliver to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance for the same

in fee simple: and out of the money arising from such sale, to retain the said sum of Twenty three hundred dollars, or the part thereof remaining unpaid, and also the interest then due on the same, together with the costs and charges of advertising and selling the same premises, rendering the surplus of the purchase money, if any there be, over and above said sum and interest as aforesaid, together with a true and particular account of said sale and charges, to the said Sherer the grantor, his heirs, executors, administrators or assigns, which sale, so to be made, shall forever be a perpetual bar, both in law and equity, against the said Sherer the grantor, his heirs and assigns, and all other persons claiming or to claim the premises, or any part thereof, by, from, or under him, them, or any of them. And Provided also, that until default of or in the payment of the said sum of money, or of some part thereof, or of the interest thereof, or other default contrary to the true intent and meaning of the foregoing provisions, it shall and may be lawful to and for the said grantor, his heirs and assigns, peacefully and quietly to hold and enjoy all and singular the premises granted, and to receive and take the rents and profits thereof to and for his own use and benefit, without the denial or interruption of or by the said grantee, or his assigns, or of or by any other person or persons claiming from, by, or under them. In Witness Whereof the said Joseph Sherer, and I, Maria Sherer, wife of the said Joseph, in token of her release of all right and title of or to both dower and homestead in the granted premises, have hereunto set hand and seals this twenty ninth day of April in the year of our Lord eighteen hundred and sixty one, Joseph Sherer, Maria Sherer, and each a Seal, Executed & Delivered in presence of George White to Joseph Sherer, Matthew Arthur, Suffolk, Sd. April 30, 1861. Then personally appeared the above named Joseph Sherer, and acknowledged the above instrument to be his free act and deed, before me, George White, Justice of the Peace, in all the counties, May 8th 1861, at Twelve o'clock and fifty minutes P.M. Received, Contized and Examined

An agreement, of two parts, made the seventh day of July in the year of our Lord one thousand eight hundred and sixty by and between Lemuel Moses Standish and Charles Woodbury, masons, and Jonas Fitch, Carpenter, all of Boston in the County of Suffolk and Commonwealth of Massachusetts,

Agreement
 Galtonstall
 —with—
 Standish & Fitch
 jointly

aforsaid plans and specifications, by changes of, or omissions in, or additions to the same; in which case the value of such changes, additions, or omissions, shall be added to the amount to be paid under this part of this agreement contract, or deducted therefrom, as the case may require: it being expressly understood, forming a part of this agreement that no extra work, of any kind, shall be performed, or extra material furnished by the said parties of the first part, unless first authorized by the said party of the second part, or the said Superintendent, in writing; and that the said party of the second part, or the said Superintendent, may, from time to time, make any alterations, additions, or omissions, which they or either of them may deem expedient, of, to and in the said plans and specifications, upon the terms aforsaid. The said parties of the first part, for themselves and their legal representatives, further promise and agree that insurance shall be effected upon the buildings as soon as the roof is put on and complete, the amount of said insurance to be for such sum as the said party of the second part or the said Superintendent, shall require and direct, to be further increased, from time to time, at the direction of the said Superintendent; the policy to be in the name and for the benefit of said party of the second part, or his legal representatives, to be made payable, in case of loss to said party of the second part, or his legal representatives, for whom it may concern: each party to this agreement hereby agreeing to pay one half the cost of such insurance. The said party of the second part, for himself, and his executor, and his administrators, in consideration of the materials being provided and the work performed, as above agreed, Covenants, Promises, and agrees to and with the said parties of the first part, their executor, administrators, assigns, that he will well and truly pay or cause to be paid unto the said parties of the first part, or their legal representative, the sum of Thirteen thousand four hundred (\$13,400) dollars, in the manner following, from time to time as the work progresses at the discretion of the Superintendent; and such balance as may be found due said parties of the first part, on the entire completion and acceptance of the whole of said works by the Superintendent aforsaid, will be paid within ten days thereafter. It is well understood and expressly agreed by and between the several parties to this agreement, that for each and every days delay in the performance and completion of this agreement, or of any extra work, under it, after the said first

In this record words part of this agreement "cancelled in the 4th line of this page before my attestation,"
 James P. Reg

jointly and severally, parties of the first part, and Henry Saltonstall, of Salem, in the County of Essex, Commonwealth of Massachusetts, Merchant, party of the second part. The said parties of the first part, in consideration of the sum of money to be paid by the said party of the second part, in the manner herein after mentioned, and the covenants and agreements herein after recited, to be kept and performed by the said party of the second part, do for themselves and their executor and administrators, Covenant, Promise, and Agree, to and with the said party of the second part, his executor, administrators and assigns, that they the said parties of the first part, shall and will, in a good & workmanlike manner, and according to the best of their art and ability, do and perform the following work, and provide all the requisite materials for the same, that is to say: to prepare for, make, work out, put together, build, set up, and otherwise completely perform and finish all the excavations, piling, drains, filling and grading, granite, freestone, masonry, ironwork, carpentry, plumbing, gas-piping and all other works specified in the printed specifications and written addenda hereto annexed, for the erection of a dwelling house for Henry Saltonstall, on his lot of land situated on Commonwealth Avenue, on the "Back Bay Lands" in the City of Boston. The whole of said work is to be performed, and all the said materials furnished in conformity with the plans and specifications of the same, as made by Gridley J. F. Bryant, and Arthur Gilman, the Architects hereby appointed by said party of the second part, and under the superintendence and direction of said Bryant hereby appointed Superintendent and agent of the said party of the second part, which plans and specifications having been signed by both the parties hereto, and bearing even date herewith, are to be considered as forming a part of this agreement. The said parties of the first part further agree that the work aforsaid shall be commenced and be constantly prosecuted, and the materials aforsaid furnished, so as not to delay in any manner; and that all said materials shall be furnished, and delivered, and all said work shall be completed on or before the first day of August in the year one thousand eight hundred and sixty one; and furthermore that no charge, of any kind, shall be made by the said parties of the first part to the said party of the second part beyond the sum of Thirteen thousand four hundred (\$13,400) dollars, unless the said party of the second part, or the said Superintendent, shall alter the aforsaid

Parties signed on 1862 - The Conditions of this Contract, having been fully performed and complied with, we do hereby Cancel and discharge the same.

Attest:
 Charles Woodbury
 Notary Public

James P. Reg

first day of August one thousand eight hundred and sixty one there shall be allowed and paid by said parties of the first part, to said party of the second part, or his representatives, damages for such delay, if the same shall arise from any act or default on the part of the said parties of the first part. It is also further understood and agreed by and between the several parties to this agreement, that, if in the opinion of the said Superintendent, the work aforesaid or any portion thereof, shall at any time not be in such a state of progress, or the materials aforesaid, or any portion thereof shall at any time not be furnished at such a rate, or the materials aforesaid, or any portion thereof, shall, if and when furnished, not be of such proper quality as will insure the completion of the several parts thereof and of the whole of the same, in the manner, and with such materials, in such quantities, and at such dates as are expressed in this agreement and the aforementioned plans and specifications, then it shall be lawful for the said Superintendent, hereby appointed as aforesaid, agent of the said party of the second part, to forthwith proceed to cause to be executed said works improperly performed, and to supply new materials for those which shall be of improper quality or which shall not be furnished within the time agreed upon, and to employ such men, or additional men as he may deem expedient by "days work," or otherwise to properly forward and complete the work, or to expel the said parties of the first part, forcibly if necessary, and to proceed to complete the said work, at the expense of the said parties of the first part, and without prejudice to the rights of the said party of the second part, to recover damages of the said parties of the first part, for breach of this agreement, after having given notice thereof in writing, three days, at least, before employing such additional men, or procuring such additional or proper materials, or expelling the said parties of the first part; and the entire expenses so incurred in supplying materials and executing the whole of the said works, shall be allowed and paid by said parties of the first part to said party of the second part; of which expenses the certificate in writing of the said Superintendent shall be conclusive to and upon the evidence to the parties to this agreement. It is also further understood and agreed by and between the several parties to this agreement, that each & every person employed, by sub-contract or by "piece work," by the said parties of the first part, in the providing materials or performing

labor

labor or works in the fulfilment or execution of this agreement, shall be, in the opinion of the said Superintendent, a suitable, competent and satisfactory person. It is also further understood and agreed by and between the several parties to this agreement, that the said parties of the first part, shall and will engage and provide, at their own cost and expense during the progress of the works under, and until the completion and fulfilment of this agreement, a thoroughly competent "Foreman of the Works," whose duty it shall be to attend to the correct & exact making, preparing, laying out, and locating of all patterns, moulds, models, and measurements, in, to, for, and upon the works hereby agreed upon, from and in conformity with the said plans and specifications, and according to the directions of the said Architects. It is also further understood and agreed by and between the several parties to this agreement, that the said parties of the first part, shall be to the said party of the second part, and to all other persons, solely responsible for any injury or damage sustained by any and all other person or persons, during or subsequent to the progress and completion of the works hereby agreed upon, from or by any act or default of the said parties of the first part, and that the said parties of the first part shall give all usual, requisite, and suitable notices to all parties whose estates or premises being adjoining those upon which the works hereby agreed upon are to be done, may or shall be any way interested in, or affected by the performance of the said works, whether by reason of their abutting walls or otherwise. And it is also further understood and agreed by and between the several parties to this agreement, that the said parties of the first part shall, from time to time, during the progress of the said works, apply to the said Architects for all needful explanations of the true intent and meaning of the said plans and specifications; and that "working-plans" shall, at the expense of the said party of the second part, be from time to time, and whenever requisite, furnished by the said Architects to the said parties of the first part, upon reasonable notice being given to the said Architects that the same are requisite and needful; and further, that the said parties of the first part will not and shall not, in the execution, performance, and fulfilment of this agreement, in any way deviate from the entire and exact compliance with, adherence to, and fulfilment of the said plans, working plans; and specifications, by reason of any practical difficulty which in his opinion may or shall arise or occur, unless

some

some such deviation shall, in the opinion and by the certificate of the said Architects become absolutely necessary & unavoidable. And whereas it is the intention of the parties hereto, that the said parties of the first part shall bear and pay all the expenses necessary for and incident to the carrying into full and entire execution and completion all the works contemplated in this agreement, it is further understood and agreed by and between the several parties to this agreement, that in case any lien or liens for labor or materials shall exist upon the property or estate of the said party of the second part at the time or times when by the foregoing terms or provisions of this agreement a payment is to be made by the said party of the second part to the said parties of the first part, such payment, or such part thereof as shall be equal to not less than double the amount for which such lien or liens shall or can exist, may and shall not be payable at the said time or times, notwithstanding anything to the contrary in this agreement contained, and that the said party of the second part may and shall be well assured, that no such liens do or can attach or exist before he shall be liable to make either of the said payments. And Further Know all men, that the parties hereto of the first part and of the second part, severally, respectively & mutually hereby agree to submit, and hereby do submit each, all, and every demand between them hereafter arising, if any, concerning the value of any changes of, or omissions in, or additions to, the aforementioned plans and specifications, or concerning the manner of performing or completing the work, or the time, or amount of any payment to be made under this agreement, or the quantity or quality of the labor or materials, or both, to be done, furnished, or provided, under this agreement or any other cause or matter touching the work, the materials or the damages contemplated, set forth, or referred to in or by this agreement, or concerning the construction of this agreement, to the determination of Franklin Haven, Thomas C. Smith, (now President of the Merchants Insurance Company) and Pelham Bonney, all of Boston, the award of whom, or the award of a majority of whom, being made and reported within one year from the time hereinbefore fixed upon for the final completion of this agreement to the Superior Court for the County of Suffolk, the judgment thereon shall be final; and if either of the parties shall neglect to appear before the arbitrators, after due notice given them of the time & place appointed for hearing the parties, the arbitrators may

proceed

proceed in their absence. In Witness Whereof, the parties aforesaid have interchangeably set their hands and seals, the day and year first above written, to this and other instrument of like tenor and date. Lemuel Miles Standish, Charles Woodbury, Jonas Fitch, Henry Saltonstall, and each a seal. Executed and delivered in presence of Gridley J. F. Bryant. Commonwealth of Massachusetts, Suffolk, ss. Boston ~ A. D. 1860. Then the above named Lemuel Miles Standish, Charles Woodbury, Jonas Fitch and Henry Saltonstall personally appeared and acknowledged the above instrument, by them signed, to be their free act. Before me, Justice of the Peace. — Addenda. Put on grounds to four floors between the under and upper floor boards $\frac{3}{4}$ of an inch thick, & plaster between the same with a good solid coat of cement & mortar mixed in equal proportions of lime and cement. The party walls are to be 12 in. thick, up to the level of the first chamber floor, thence 8 in. to top. The dimensions of the house on the ground are to be widened one foot, so as to measure nineteen feet from centre to centre of party walls, instead of 18 ft. as hereinbefore specified. The Bay-window shown on plans, elevation &c. is to be put up according to the plans of Free Stone, complete, and finished and glazed with French plate-glass, as shown. Seal up the walls of kitchen with best hard pine, 1 inch stock 2 ft. 8 high. In addition to the wash bowls mentioned in the printed specifications, hereto annexed, there is to be a wash bowl in back chamber, or first chamber floor; and a bath room, bath tub, and water closet on second chamber floor, the whole of which, together with their appurtenances, to be fully equal to those indicated in the printed specifications aforesaid. The front yard fence stones are to be supported on granite foundations & piles, corresponding in heights and levels to the walls and piles of the walls of the house, in consideration of which the said party of the second part is to pay to the said parties of the first part the sum of Four hundred dollars, in addition to the sum of Thirteen thousand four hundred dollars hereinbefore set forth as the contract price to be paid for erecting said house. The outside courses of the rear wall of the house above the yard level are to be of pressed brick laid with neat bond up to the copper gutter thereof, including pressed brick courses beneath said gutter, in consideration of which the said party of the second part agree to pay to said parties of the first part

part the sum of one hundred dollars in addition to the two sums of Thirteen thousand four hundred dollars, and the sum of Four hundred dollars hereinbefore stipulated. --- Samuel Miles Standish, Samuel Miles Standish, Jonas Fitch, Charles Woodbury, Henry Taltonstall, Witness G. J. Bryant. May 9th 1861, at nine o'clock and fifteen minutes A.M. Received, Entered and Examined, 5 Attest James R. Rees

Cheney
To
Cheney

Know all Men by these Presents. That I, Arthur Cheney, of Boston, in the State of Massachusetts, Banker. In consideration of Nine thousand dollars to me, paid by Ward Cheney, of South Manchester in the State of Connecticut, Manufacturer, the receipt whereof is hereby acknowledged, do hereby sell, remise, release, and forever quit claim, unto the said Ward Cheney, a certain parcel of land, in said Boston, situated on Boylston Street, opposite Arlington Street, with the buildings thereon, being the same land conveyed to me by Pleg N. Chandler, by his deed dated August 8th A. D. 1860, and recorded with Suffolk Deeds, Liber 783, Folio 97, to which deed reference is hereby made for a more full description of the premises, and of the conditions, limitations, agreements, covenants and restrictions upon said land, to all which this conveyance is made subject as well as to a certain mortgage upon the premises from me to the said Chandler for the sum of Nine thousand dollars, dated August 5th A. D. 1861, and recorded with Suffolk Deeds Liber 783, Folio 98, and which sum the said Ward Cheney is to assume and pay and is to save me harmless therefrom. To Have and To Hold the above released premises, with all the privileges and appurtenances to the same belonging, to the said Ward Cheney his heirs and assigns, to his and their use and behoof forever. And I the said Arthur Cheney for myself and my heirs, executors and administrators, do covenant with the said Ward Cheney his heirs and assigns, that the premises are free from all incumbrances, made or suffered by me, except as above specified, and that I will and my heirs, executors and administrators shall Warrant and defend the same to the said Ward Cheney his heirs and assigns forever, against the lawful claims and demands of all persons, claiming by through, or under me, except as above stated, but against none other. In Witness Whereof, I the said Arthur Cheney, and I Emeline L. Cheney, wife,

wife of the said Arthur (having first erased three words on the preceding page, and interlined the words, "and of homestead" in the line below) in token of my release of all right and title of or to dower and of homestead in the granted premises have hereunto set our hands and seals this ninth day of May in the year of our Lord eight hundred and sixty one, Arthur Cheney, Emeline L. Cheney, and each a Seal, Signed, Sealed and delivered in presence of Warren Fisher, Jr. State of Massachusetts. Suffolk S. D. May 9th 1861. Then personally appeared the within named Arthur Cheney and acknowledged the foregoing instrument to be his free act and deed, before me, Chauncy Smith, Justice of the Peace. May 10th 1861. At nine o'clock and thirty minutes A.M. Received, Entered and Examined, 5 Attest James R. Rees

Know all men by these Presents. That I William Howes, of Chelsea in the County of Suffolk and State of Massachusetts, Commission Merchant. In consideration of Eight hundred and seventy five dollars paid by James L. Locke, of Epsom, Merrimack County and State of New Hampshire, Rail Road Conductor, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said James L. Locke, and his heirs assigns forever a certain piece or parcel of land, situate and lying in Chelsea aforesaid, being the northerly half of lot numbered nineteen on Winnisimmet Street, according to plan of Winnisimmet drawn by Alexander Hadsworth, dated 1831, containing three thousand square feet, more or less, bounded and described as follows, viz: Beginning at the northerly corner of lot numbered nineteen on Winnisimmet, on land of G. A. Godbold, and running Easterly on said Godbold's land one hundred and twenty feet to Division Street; thence Southerly on Division Street, twenty five feet to land of Levi Willcutt; thence westerly on said Willcutt's land through the centre of the partition wall of a block of two wooden houses to Winnisimmet Street, one hundred and twenty feet; thence Northerly on said Winnisimmet Street, twenty five feet to the point of beginning, meaning and intending to convey the northerly half of said lot nineteen as conveyed to me by Joshua Sinclair, by his deed dated June first 1854, and recorded with Suffolk Deeds, Lib. 667, Fol. 12, To Have and To Hold the above granted premises, with all the privileges and,

Howes
To
Locke