

## THE COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss. September 3, 1937. Then personally appeared the above named Alan W. Shaw, and acknowledged the foregoing instrument to be his free act and deed, before me,

Edw. C. Bodfish Justice of the Peace.

My commission expires March 9, 1939.

Rec'd Sep. 7, 1937 at 8:00 A.M. & recorded.

I, WALTER S. BAGLEY, of Norwood, Norfolk County, Massachusetts, Trustee under a certain written instrument dated March 4, 1916, and recorded with the Plymouth County Registry of Deeds, in Book 1243, Page 449, for consideration paid, grant to KATHERINE R. McMAHON, of Walpole, in said County of Norfolk, A certain parcel of land situated in WAREHAM, and said County of Plymouth on Circle Drive, and comprising the lot numbered Twelve (12) on a plan entitled "Plan of Resubdivision of Portion of Swift's Neck, Wareham, Mass. Belonging to Swift Shore Estate" Geo. P. Morse, Surveyor, June 1928, and recorded with Plymouth County Deeds. Said premises are conveyed subject to the following restrictions: That no out house shall be erected or maintained thereon. WITNESS my hand and seal this seventh day of April, 1937. No revenue stamps required upon this instrument.

Walter S. Bagley, Trustee. Seal

Bagley,  
Trustee  
to  
McMahon

## COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss. April 7, 1937. Then personally appeared the above-named Walter S. Bagley, Trustee, and acknowledged the foregoing instrument to be his free act and deed, before me,

Clifford B. Sanborn Justice of the Peace.

Rec'd Sep. 7, 1937 at 8:00 A.M. & recorded.

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF BOSTON, a banking association under the laws of the United States of America, and JOHN HALL JONES, as they are Trustees under the will of ALICE TOBEY JONES, acting herein by virtue and in execution of the power and authority to them given in and by said will and of every other power and authority them hereto enabling for consideration paid, hereby grant to A. D. MAKEPEACE COMPANY, a Massachusetts Corporation, with its usual place of business in Wareham, Massachusetts. The land in PLYMOUTH and WAREHAM, Plymouth County, Massachusetts, bounded and described as follows: Beginning at the Northerly corner of the parcel at a point in the Town of Plymouth in the line between the Fourth and Fifth Great Lots of Plymouth and Plympton Commons in the third and final division thereof, being the Southwesterly corner of the 18th share of the Fifth Great Lot, sometimes called the Forge Lot, being the Northwesterly corner of the 19th share of the Fifth Great Lot, being also a corner of other land of the Grantee; thence the following three courses by land of the Grantee South 20° West 126.5 rods in line between the Fourth and Fifth Great Lots and along the Westerly boundary of the 19th share of the Fifth Great Lot to its Southwest corner; thence South 20° West 125 rods in line between the Fourth and Fifth Great Lots and along the Westerly boundary of the 20th share of the Fifth Great Lot crossing the Plymouth and Wareham Town line to a stone bound, being the Northerly corner of land conveyed by Freeman T. Besse to Horace P. Tobey, dated April 29, 1914, and recorded with Plymouth County Registry of Deeds, Book 1182, Page 378; thence South 44° West 194 rods to a stone bound in the Southerly boundary of the 18th share of the Fourth Great Lot at land of William Crowell et al, also a corner of land of the Grantee; then the following six courses by land of William Crowell et al, South 70° East 15 rods, more or less, along the line between the 18th and 19th shares of the Fourth Great Lot to the location of Phoebe Place Brook, now submerged; thence Southwesterly 44 rods, more or less, passing through a dam, following the course of Phoebe Place Brook to a point in the brook being the Northerly corner of the land conveyed by Gerard E. Tobey to Crowell and Hall, June, 1887, Book 546, Page

Jones  
by Trs.  
to  
A.D. Make-  
Peace Co.

244; thence South 73° East 261 feet to a corner; thence South 6° West 40 feet to the Northerly side of Phoebe Place Brook on the Northwesterly side of a road; thence South 38½° West 163 feet along the Northwesterly side of a road; thence South 44° West 252 feet along the Northwesterly side of a road; thence North 70° West 3066.5 feet by land of William Crowell et al to a stone bound and corner of the Grantee in the line between the Third and Fourth Great Lots; thence in the same course by other land of the Grantee 600 feet to a stone bound at Frog Foot Road, a corner of land of the Grantee; thence Southerly 70 rods by Frog Foot Road, and land of the Grantee to a stone bound, a corner of land of the Grantee; thence South 73° East 370 feet by other land of the Grantee to a stone bound in the line between the Third and Fourth Great Lots and also being the Southwest corner of the 19th share in the Fourth Great Lot; thence South 73° East 113 rods by land formerly of Ransom, George W. Dunham and Albert S. Besse and in the line between the 19th and 20th shares of the Fourth Great Lot to a junction of two stone walls; thence continuing in the same course 77 rods in line of a stone wall and by the Northerly line of said 20th share formerly of Freeman T. Besse to a stone bound in the Westerly line of the second parcel described in the deed of Freeman T. Besse to Harlow Brook Cranberry Company, dated May, 1902, and recorded with Plymouth County Registry of Deeds, Book 843, Page 418; thence the following ten courses by said second parcel; North 30½° East 17.5 rods to a stone bound standing 25 feet from corner of a cranberry bog; thence South 21° East 10 rods to a stake and stones; thence South 55° East 4 rods to a stake and stones; thence North 68° East 5 rods to a stake and stones; thence North 44½° East 8 rods to a stake and stones; thence North 62½° East 14 rods to a stake and stones; thence North 65½° East 14 rods to a stone bound situated South 42½° East 6 rods from Tobey's screen house on the premises herein conveyed; thence North 76° East 16 rods to the outer angle of Tobey's dike; thence North 21½° East 20½ rods along the outside of Tobey's dike to a stake and stones; thence South 62 3/4° East 9 3/4 rods to a stake and stones situated in the East line of the Jackson Lot, situated also North 22½° West 6 rods from a pipe described as point of beginning of conveyance of second parcel described in said deed of Freeman T. Besse to Harlow Brook Cranberry Company recorded with Plymouth County Registry of Deeds, Book 843, Page 418; thence North 29° 13' East 63 rods along the East line of the Jackson Lot to a stone bound set in the Easterly line of the Jackson Lot, at the Southeasterly corner of land conveyed by the fourth parcel of the deed of Freeman T. Besse to Gilbert R. Besse, recorded in Book 1502, Page 220; thence North 68° 40' West 35 rods 2 links by said Gilbert R. Besse to a stone bound in the line between the Fourth and Fifth Great Lots and being at the Southeasterly corner of the 18th share of the Fourth Great Lot, also being in the Westerly line of the Jackson Lot; thence South 21° 20' West 42.5 rods in the line between the Fourth and Fifth Great Lots to a concrete bound in the line between said Gilbert R. Besse upland and bog formerly of James Galligan, being the Southeasterly corner of the first parcel described in the deed of Freeman T. Besse to Gilbert R. Besse, dated March 6, 1926, recorded in Book 1502, Page 220; thence Northwesterly by the line between the Besse upland and bog formerly of Galligan to a stone bound, situated North 66° West 34 rods from the last mentioned cement bound; thence North 21° 20' East 40.5 rods, being partly in line of Gilbert R. Besse and partly in line of Alice Washburn Dahlen, to a stone bound situated in line between the 18th and 19th shares of the Fourth Great Lot; thence North 42° 34' East 93.87 rods by land of said Dahlen to a stone bound in line between the Fourth and Fifth Great Lots; thence North 21° 20' East 10 rods by said Dahlen to a stone bound; thence South 68° 40' East 47 3/4 rods by said Dahlen to a stone bound in the Easterly line of the Jackson Lot; thence the following four courses by other land of the Grantor; North 29° 13' East 1321.6 feet along the Easterly line of the Jackson Lot to a cement bound situated South 29° 13' West 750 feet from a stone post in the Plymouth and Wareham Town line at the Northwesterly corner of the 400 acre lot; thence South 81° East 935 feet to a cement bound; thence North 29° 13' East 746.5 feet to a cement bound in the Plymouth and Wareham Town line situated South 81° East 935 feet from above mentioned stone post in the Plymouth and Ware-

ham Town line at the Northwesterly corner of the 400 acre lot; thence South 81° East 48 rods along the Plymouth and Wareham Town line to a stone bound at the Westerly corner of the first parcel of land which Horace P. Tobey conveyed to Freeman T. Besse, April 29, 1914, by deed recorded in Book 1393, Page 134; thence North 39° 24' East 102 rods by land conveyed to said Besse by said Tobey by deed recorded in Book 1393, Page 134, being the first parcel therein, crossing the line between the 20th and 19th shares of the Fifth Great Lot to the Northerly corner of the first parcel conveyed by said Tobey to said Besse by deed recorded in Book 1393, Page 134, and being a point in the line between the Fifth and Sixth Great Lots; thence North 19° 33' East 91 rods, more or less, along the line between the Fifth and Sixth Great Lots and along the Easterly boundary of the 19th share of the Fifth Great Lot to the Southeasterly corner of the Forge Lot being also the 18th share of the Fifth Great Lot, a corner of other land of the Grantee; thence North 70° West 200 rods by the Southerly boundary of the Forge Lot and land of the Grantee to the point of beginning. Together with all the lands, rights and easements reserved by Gerard C. Tobey and conveyed to him by instrument between William Crowell and Luther Hall and Gerard C. Tobey, said instrument being dated June 21, 1887, and recorded in Book 546, Page 244, and also the easements described in the deed to James Galligan, dated March 17, 1885, recorded Book 519, Page 1, also the rights reserved by Gerard C. Tobey in his deed to Harlow Brook Cranberry Company, dated August 4, 1893, recorded Book 659, Page 510, and also all other rights and easements belonging to the grantor and in any way appurtenant to or connected with the above described premises or with the operation of cranberry bogs thereon. For our title reference may be had to the probate of the estate of Gerard C. Tobey, late of Wareham; the probate of the Will of Susanna K. Tobey, late of Wareham; the probate of the Will of Horace P. Tobey, late of Wareham; and the probate of the Will of Alice Tobey Jones, late of Wareham. This conveyance is made subject to taxes assessed as of January 1, 1937, which the grantee assumes and agrees to pay. IN WITNESS WHEREOF, the said The First National Bank of Boston as Trustee as aforesaid has caused these presents to be signed, acknowledged and delivered in its name and behalf by Olaf Olsen, one of its Vice Presidents, and its corporate seal to be hereto affixed and this instrument to be attested by H. W. Bond, one of its Assistant Cashiers, both hereunto duly authorized, and the said John Hall Jones, as Trustee as aforesaid has hereunto set his hand and seal this 31st day of August, 1937.

Attest:

H. W. Bond,  
Assistant Cashier.

THE FIRST NATIONAL BANK OF BOSTON  
By Olaf Olsen, Vice President.  
Corporate Seal

John Hall Jones, Seal  
Trustees as aforesaid.

## COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. Boston, Mass., August 31, 1937. Then personally appeared the above named Olaf Olsen, Vice President, and acknowledged the foregoing instrument to be the free act and deed of The First National Bank of Boston, Trustee as aforesaid, before me,

Mary E. Hurley Notary Public Seal

My commission expires 1/21/38.

Rec'd Sep. 7, 1937 at 8:00 A.M. & recorded.

POINT INDEPENDENCE YACHT CLUB, a corporation duly established under the laws of Massachusetts, of Wareham, County of Plymouth and Commonwealth of Massachusetts, for consideration paid, hereby grant unto CLARENCE W. KING, of Brookline, County of Norfolk, and Commonwealth of Massachusetts, with MORTGAGE COVENANTS, to secure the payment of THIRTY-FIVE HUNDRED DOLLARS in one year, with interest thereon at the rate of six per centum per annum during said term and for such further time as the principal sum or any part thereof remains unpaid, payable on the first days of January, April, July and October in each year, as provided in a certain note of even date. A certain parcel of land, with the buildings thereon, including all furnaces, boilers, oil

Point  
Independence  
Yacht Club  
to  
King

I.R. Stamps  
\$25.00  
Cancelled