

Deed from George A. Smith to Houston, Mansfield, and Pearson, Trustees
of Island Pond, Pelham, N. H. Property.

Smith
to
Houston
et al Trustees.

WHEREAS George A. Smith, now of Methuen, Essex County, Massachusetts, in
March 1924 was the owner of certain land in Pelham, Hillsborough County, State of New
Hampshire, shown as two parcels, each bordering on Island Pond, so-called, part of
which land was shown and described on "Plan of land in Pelham, N. H. owned by George
A. Smith," drawn by Fred W. Stowers, Engineer, March 1924, and recorded in Hillsborough
County Registry of Deeds, No. 530;

AND WHEREAS said George A. Smith has sold and conveyed to divers persons
many of the lots shown on said plan and whereas said plan shows a road substantially
parallel with said Pond, known as Pond Road, and also several passageways from said
Road to the shore of the Pond and to a tract known as the Beach on the shore of said
Pond;

AND WHEREAS said George A. Smith is desirous of having such passageways
beach maintained for the benefit of the owners of the numbered lots shown on both sides
of the road on said plan and of the owners of such other lots or properties on the
southerly side of said Pond which are or were part of property which now or formerly
belonged to said George A. Smith, whereby such passageways and beach will be preserved
for the private use of said owners, as distinguished from public use;

AND WHEREAS William A. Houston, Jefferson R. Mansfield and Gardner W.
Pearson, for themselves, their successors and assigns are willing to accept the
responsibility of so maintaining such passageways and beach and to assume the respon-
sibility of filling any vacancy caused by the resignation or death of one or more of
their number by duly recording a written document in the Registry of Deeds, Hillsboro
County, New Hampshire;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, the said George
Smith, unmarried, a widower of Methuen, County of Essex, Commonwealth of Massachusetts

Notice - see Vol. 27 p. 44

for and in consideration of the sum of one dollar to me in hand and other valuable consideration, before the delivery hereof, well and truly paid by William A. Houston of Methuen, County of Essex, Jefferson R. Mansfield and Gardner W. Pearson, both of Lowell, County of Middlesex, Commonwealth of Massachusetts, the receipt whereof I do hereby acknowledge, have given, granted, bargained, sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said grantees, as Trustees, the survivor or survivors, and the successor or successors, as such Trustees, or their assignees forever;

Four several parcels of land situated in Pelham, Hillsborough County, State of New Hampshire, all located between what is known as Pond Road at Island Pond, sometimes called Little Island Pond, shown and described more or less on said plan of land in Pelham, New Hampshire owned by George A. Smith, drawn by Fred W. Stowers, Engineer, March 1924, and recorded Hillsborough County Registry of Deeds, No. 530, said parcels including:

First, a passageway between lot 9, now supposed to be owned by Jesse R. Trull, and lot 10, now supposed to be owned by Emile E. Cyr, eight (8) feet wide, extending from the Pond Road to the Pond;

Second, a passageway or right of way between lot 24, now supposed to be owned by Martha D. Mirfield, and lot 25 now supposed to be owned by Karen C. Chadwick, said passageway being about eight (8) feet wide;

Third, a passageway between lot 34, supposed to be owned by Gustave A. Roth, and lot 33, supposed to be owned by George A. Smith or by Lillian H. Anderson, said passageway being eight (8) feet wide; and

Fourth, the beach extending from that part of the lots 37, 38, 39, 40 conveyed by me to Jefferson R. and Alice W. Mansfield and extending from a point about one hundred eighteen (118) feet along the shore of the Pond southwesterly from a wall adjoining the property formerly of one Davis; thence extending at an angle one hundred one (101) feet more or less to a corner of lot 36 supposed to be owned by one Conant W. Udell about one hundred twelve and 55/100 (112.55) feet from said Pond Road; thence twelve and 9/10 (12.9) feet more or less westerly on said Udell land to Lot 35, now supposed to be owned by Allan C. and Agnes M. Wilson; thence along said Wilson land fifty and 6/10 (50.6) feet more or less to a point on the easterly line of said Lot 34 owned by said Gustave A. Roth, which point is one hundred twenty-five (125) feet from Pond Road; thence along the easterly side of said lot 34 fourteen and 3/10 (14.3) feet to the northeasterly corner of said Roth lot; thence along the

..., State of New Hampshire, all located between what is known as Pond Road at Island Pond, sometimes called Little Island Pond, shown and described more or less on said plan of land in Pelham, New Hampshire owned by George A. Smith, drawn by Fred W. Stowers, Engineer, March 1924, and recorded Hillsborough County Registry of Deeds, No. 530, said parcels including:

First, a passageway between lot 9, now supposed to be owned by Jesse R. Trull, and lot 10, now supposed to be owned by Emile E. Cyr, eight (8) feet wide, extending from the Pond Road to the Pond;

Second, a passageway or right of way between lot 24, now supposed to be owned by Martha D. Mirfield, and lot 25 now supposed to be owned by Karen C. Chadwick, said passageway being about eight (8) feet wide;

Third, a passageway between lot 34, supposed to be owned by Gustave A. Roth, and lot 33, supposed to be owned by George A. Smith or by Lillian H. Anderson, said passageway being eight (8) feet wide; and

Fourth, the beach extending from that part of the lots 37, 38, 39, 40 conveyed by me to Jefferson R. and Alice W. Mansfield and extending from a point about one hundred eighteen (118) feet along the shore of the Pond southwesterly from a wall adjoining the property formerly of one Davis; thence extending at an angle one hundred one (101) feet more or less to a corner of lot 36 supposed to be owned by one Conant W. Udell about one hundred twelve and $55/100$ (112.55) feet from said Pond Road; thence twelve and $9/10$ (12.9) feet more or less westerly on said Udell land to Lot 35, now supposed to be owned by Allan C. and Agnes M. Wilson; thence along said Wilson land fifty and $6/10$ (50.6) feet more or less to a point on the easterly line of said Lot 34 owned by said Gustave A. Roth, which point is one hundred twenty-five (125) feet from Pond Road; thence along the easterly side of said lot 34 fourteen and $3/10$ (14.3) feet to the northeasterly corner of said Roth lot; thence along the northerly side of said Roth lot about nineteen (19) feet and five (5) inches to said passageway; thence across said passageway to a point at the northeasterly corner of lot 33 one hundred ninety (190) feet from said Pond Road; thence along the northerly side of said lot 33 about sixty (60) feet and five (5) inches to a point on the boundary line between lots 32 and 33 about one hundred sixty-one and $25/100$ (161.25) feet from said Pond Road; thence in a northerly by westerly direction fifty-seven and $3/10$ (57.3) feet to a point on the boundary line between lots 31 and 32 one hundred and nine and $4/10$ (109.4) feet from said Pond Road; thence along the easterly line of lot 31 to the shore of Island Pond; thence along said shore to the point of

beginning.

No public garage, camp or dwelling or place of public entertainment, stand, bath house or other building which might obstruct the view of the Pond from any of the adjoining lots shall be built on any part of that part of the beach or shore and it is further understood that if and when any taxes or other public burden may be imposed on any of said parcels, the Trustees, shall have the right to restrict the use thereof to those of the lot owners who contribute to the payment thereof.

TO HAVE AND TO HOLD the granted premises with all the privileges and appurtenances thereunto belonging to the said grantees as Trustees, their successors and assigns, to them and their use and behoof forever. And I do hereby covenant with the said grantee their successors and assigns that I will, and my heirs and assigns shall, warrant and defend said premises to said grantees, their successors and assigns, forever, against the lawful claims and demands of all persons claiming by, from or under me, but against none others.

IN WITNESS WHEREOF I, George A. Smith, being unmarried, have hereunto set my hand and seal this 13th day of August in the year of our Lord, one thousand nine hundred and thirty-six.

Signed, sealed and delivered in presence of:

Walter R. Hoffman

George A. Smith seal

Helen Lacey

STATE OF MASSACHUSETT-, Essex, SS. August 13, 1936. Then personally appeared the above-named George A. Smith and acknowledged the above instrument to be his free act and deed.

Before me, Cora Abbott Hoffman, Notary Public of Massachusetts
(Notarial Seal) My comm. expires 3/30/38

We, William A. Houston, Jefferson R. Mansfield and Gardner W. Pearson hereby agree to accept the above deed under trust imposed upon us thereby.

William A. Houston

Jefferson R. Mansfield

Gardner W. Pearson

HILLSBOROUGH, SS. Rec'd and recorded 7-30 A.M. August 30, 1936.

Examined by Stanley S. Hibbard Register.

Equitable
Life Assur.
Society

to
Woods

H.P. 54826 KNOW ALL MEN BY THESE PRESENTS, that the Equitable Life Assurance Society of the United States, owner and present holder of a mortgage given by Hazel I. Woods to The Equitable Life Assurance Society of the United States dated May 1st, 1930 and recorded in Hillsborough County, New Hampshire Registry of Deeds, Book 897 Page 71, acknowledges satisfaction of the same.