

59-0

We, David J. Barry and Atta E. P. Barry, husband and wife, as tenants by the entirety, both

of Newton, Middlesex County, Massachusetts,

~~do hereby~~ for consideration paid, grant to Louis E. Ford, Chester B. Lomax and James C. Spikes, all of said Newton, Trustees, in trust for the benefit of Myrtle Baptist Church of West Newton, an unincorporated religious body,

of said Newton

with quitclaim covenants

~~do hereby~~ the following described property:

(Description and encumbrances, if any)

A certain parcel of land with the buildings thereon situate in that part of said Newton called West Newton, being now numbered 20 Curve Street and shown as Lot 13 on a plan by James W. Wight dated October 27, 1870, recorded with Middlesex South District Deeds in Book 1171, Page 281, bounded:

WESTERLY: by Curve Street, One Hundred Thirty-four (134) feet;

NORTHERLY: by Lot 12 on said plan, Ninety-three (93) feet Eight (8) inches;

EASTERLY: by Lot 14 on said plan, One Hundred Six (106) feet Four (4) inches; and

SOUTHERLY: by Lot 15 on said plan, One Hundred Twenty (120) feet Four (4) inches.

Containing 12,845 square feet, according to said plan.

Being the same premises conveyed to us by deed of Esther M. Barry, Executrix u/w/o Jessie N. Barry dated August 20, 1946, recorded with said Deeds in Book 7041, Page 273,

Subject to a Taking by the City of Newton for sewer purposes as set forth in Instrument recorded with said Deeds in Book 2705, Page 519.

Subject also to a Taking by the said City for the laying out of Curve Street as set forth in Instrument recorded with said Deeds in Book 7973, Page 559.

The above described property is to be held in trust by said trustees for the following uses and purposes:

(1) To hold, manage, sell, mortgage, transfer and convey the above described property; no purchaser to look to the application of the purchase money.

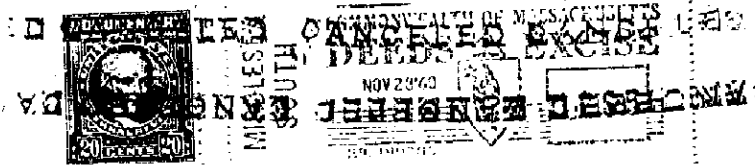
(2) The beneficiary of the trust herein shall pay all real estate taxes and other taxes, if any, assessed on the above described property, pay all expenses of repair and upkeep and pay all interest and principal charges on any real estate mortgage placed on the herein described property, and the said beneficiary shall occupy the property, if it so desires.

(3) In the event there is no trustee in existence, any eight members of the unincorporated Myrtle Baptist Church of West Newton shall appoint one or more, but not more than three, trustees to act.

(4) The trust shall terminate three years from the date hereof or at such time as the Myrtle Baptist Church of West Newton shall become incorporated, whichever happens sooner

(5) At the termination of the trust, the trustees shall convey and transfer the trust principal to the unincorporated Myrtle Baptist Church of West Newton or the incorporated Myrtle Baptist Church of West Newton, whichever may be in existence, subject to whatever encumbrances are on the above described property.

(6) In the event a vacancy occurs among the trustees, the remaining trustees or trustee or their successors shall have all the powers herein set forth.



~~husband~~
~~wife~~

~~relaxing to said grantee with rights of~~
~~the same by the executor~~
~~of the estate of the said~~

Witness.....~~our~~.....hand s and seal s this.....*20th*.....day of *November*, 19..60

David J. Barry
David J. Barry
Atta E. P. Barry
Atta E. P. Barry

We, Louis E. Ford, Chester B. Lomax and James C. Spikes, the hereinbefore named trustees, hereby accept said trust.

Louis E. Ford
Chester B. Lomax
James C. Spikes

The Commonwealth of Massachusetts

Middlesex ss.

November 28, 19 60

Then personally appeared the above named David J. Barry and Atta E. P. Barry

and acknowledged the foregoing instrument to be their free act and deed, before me

William M. Sears
Notary Public — ~~State of Massachusetts~~

My Commission Expires *May 12, 1962*