
4. EVIDENCE OF RIGHT, TITLE AND INTEREST

The Waynflete School owns approximately 3.6 acres of the city-block bound by Spring, Storer, Danforth, and Fletcher Streets. A letter referencing the specific deeds associated with each parcel, which serve as evidence of right, title, and interest, has been attached to this Section. Copies of these deeds are included.

4.1 ATTACHMENTS

- Right, Title, & Interest Letter, dated January 28, 2016, prepared by Bernstein, Shur, Sawyer & Nelson, PA.
- Copies of referenced deeds



**Bernstein, Shur,
Sawyer & Nelson, P.A.**
100 Middle Street
PO Box 9729
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Mary E. Costigan
(207) 228-7147 direct
mcostigan@bernsteinshur.com

January 28, 2016

Portland Planning Board
389 Congress Street
Portland, Maine 04101

RE: Waynflete School Site Plan Application

Dear Planning Board Members:

Please accept this letter as evidence of right, title and interest for Waynflete School in the property proposed for development with a new lower school and gym. As set forth in more detail below, Waynflete School is the owner of the subject property through numerous conveyances over the years.

17 Fletcher Street - The Gym Parcel (Identified on the Portland Tax Maps as 61-F-4):

- 1) Warranty deed from Albert W. Romano and Ralph Romano, Jr. to The Waynflete School dated October 8, 1959 and recorded in the Cumberland County Registry of Deeds in Book 2505, Page 259.
- 2) Warranty deed from Millard C. Webber, Jr. to The Waynflete School dated November 30, 1959 and recorded in the Cumberland County Registry of Deeds in Book 2513, Page 281.
- 3) Warranty deed from Magel W. Brawn to The Waynflete School dated January 18, 1973 and recorded in the Cumberland County Registry of Deeds in Book 3353, Page 19.

16 Storer Street – Lower School Parcel (Identified on the Portland Tax Maps as 61-F-3 - 8-10):

- 1) Warranty deed from Waynflete Latin School, Incorporated to The Waynflete School dated March 20, 1935 and recorded in the Cumberland County Registry of Deeds in Book 1464, Page 225.

January 28, 2016
Page 2

2) Warranty deed from Parent Realty Co. to The Waynflete School dated March 30, 1935 and recorded in the Cumberland County Registry of Deeds in Book 1465, Page 426.

3) Warranty deed from Ethel Fox Baxter to Waynflete School dated October 1, 1942 and recorded in the Cumberland County Registry of Deeds in Book 1693, Page 222.

Thank you for time and consideration. Please let me know if I can provide any further information.

Sincerely,



Mary E. Costigan

cc: Ann Hagstrom

Know All Men by These Presents.

That We, ALBERT W. ROMANO and RALPH ROMANO, JR., both of Portland, in the County of Cumberland and State of Maine,

in consideration of One Dollar (\$1.00) and other valuable consideration,

paid by THE WAYNFLETE SCHOOL, a charitable and educational corporation organized and existing under the laws of the State of Maine and located in said Portland, the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said THE WAYNFLETE SCHOOL, its successors

Romano & to Waynflete School -- War

hereby and assigns forever, a certain lot or parcel of land with the buildings thereon situated in part on the easterly side of Fletcher Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point marked by an iron on the said easterly side of Fletcher Street one hundred and ninety (190) feet northerly from a stone post located at the intersection of the northerly side of Danforth Street and the easterly side of said Fletcher Street, said point of beginning also being the northwesterly corner of land now or formerly of Philip J. Deering, Jr.; thence running easterly by said Deering land sixty (60) feet to an iron; thence running southerly at right angles with said last named course by said Deering land ninety (90) feet to an iron and land now or formerly of the Parent Realty Company; thence running easterly by land of said Parent Realty Company one hundred and three (103) feet to an iron and land now or formerly of the Waynflete Latin School, Incorp.; thence northerly by land of said Waynflete Latin School, Incorp. one hundred fifty-three and three tenths (153.3) feet to a point; thence westerly at right angles with said last named course and by land of said Waynflete Latin School, Incorp. fifty-six (56) feet to an iron; thence northerly by land of said Waynflete Latin School, Incorp. fifty and one-tenth (50.1) feet to an iron situated at the southeast corner of land now or formerly of Sarah A. Wescott; thence westerly by land now or formerly of Sarah A. Wescott one hundred seven and seven tenths (107.7) feet to a passageway leading southerly from Spring Street to Fletcher and Orchard Streets; thence southerly by said passageway and by the easterly line of Fletcher Street ninety-three and nine tenths (93.9) feet to an iron; thence same course southerly twenty (20) feet to an iron and point of beginning.

Subject, however, to certain rights of way and easements as more particularly set forth in a certain Warranty Deed given by Raffaele Romano to Philip J. Deering, Jr., dated September 13, 1926 and recorded in Cumberland County Registry of Deeds in Book 1244, Page 437, to which deed reference is hereby made for a more particular description of said rights and easements.

The above described premises are a portion of the premises conveyed to said Raffaele Romano by Caroline M. Crisfield et al by Warranty Deed dated July 20, 1922 and recorded in said Registry of Deeds in Book 1110, Page 27.



Un law and in hold the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said THE WAYNFLETE SCHOOL, its successors

heirs and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its ^{successors} heirs and assigns, that we are lawfully seized in fee of the premises, that they are free of all incumbrances, except as aforesaid;

that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will Warrant and Defend the same to the said Grantee, its heirs and assigns forever, against the lawful claims and demands of all persons, except as aforesaid.

In Witness Whereof we the said ALBERT W. ROMANO and RALPH ROMANO, JR., and Celeste C. Romano, wife of the said Albert W. Romano, and June B. Romano, wife of the said Ralph Romano, Jr.

~~wife~~ ~~of the said~~

joining in this deed as Grantors, and relinquishing and conveying all right by descent and all other rights in the above described premises, have hereunto set our hands and seals this eighth day of October in the year of our Lord one thousand nine hundred and fifty-nine.

Signed, Sealed and Delivered in presence of

Louis J. Furstey
to all

Albert W. Romano
Celeste C. Romano
Ralph Romano Jr
June B. Romano

State of Maine. CUMBERLAND, ss. October 8 1959.
Personally appeared the above named Albert W. Romano and Ralph Romano, Jr.

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

Before me, Louis J. Furstey
Justice of the Peace

OCT 9 1959
REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE
Received at 11 H 50M AM, and recorded in Liberty
BOOK 2505 PAGE 259 Martha K. Shaley Register

Know All Men by These Presents,

That I, MILLARD C. WEBBER, JR., of Portland, in the County of Cumberland and State of Maine,

in consideration of One Dollar (\$1.00) and other valuable consideration, being less than One Hundred Dollars (\$100.00),

paid by THE WAYNFLETE SCHOOL, a charitable and educational corporation organized and existing under the laws of the State of Maine and located in said Portland,

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said THE WAYNFLETE SCHOOL, its successors

Webber
Jr
to
Waynflete
School
--
War

~~hereby~~ and assigns forever, a certain lot or parcel of land situated Easterly of Fletcher Street, in said Portland, bounded and described as follows: Beginning at an iron at the Northeast corner of the lot of land conveyed by John W. Gordon et al to this Grantor by deed dated October 1, 1959 and recorded in Cumberland County Registry of Deeds in Book 2507, Page 101, said corner marking an angle in land conveyed by Albert W. Romano et al to said Waynflete School by deed dated October 3, 1959 and recorded in said Registry, Book 2505, Page 259; thence by said Waynflete land S 18° 10' E 14.03 feet to an iron; thence by other land of the Grantor N 45° 57' W 15.37 feet to an iron and land of said Waynflete School; said iron also marking the most Easterly corner of other land conveyed by said Waynflete School to the Grantor by deed of even date herewith; thence by said Waynflete School land N 71° 50' E 7.35 feet to the point of beginning, and being a portion of the land conveyed to this Grantor by John W. Gordon et al as aforesaid. Said above described courses are magnetic and of the date of 1955.

Also hereby conveying all my right, title and interest in and to a certain twenty (20) foot right of way over land now of this Grantee, said right of way being more particularly described in the second paragraph of said deed from John W. Gordon et al to this Grantor.

Also hereby conveying all my right, title and interest in the use of the driveway over land now of this Grantee as more particularly described in paragraph three of said deed from John W. Gordon et al to this Grantor.

Also hereby conveying all my right, title and interest in and to a certain gas pipe easement over land now of this Grantee as more particularly described in paragraph three of said deed from John W. Gordon et al to this Grantor.

282 On here and in hold the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said THE WAYNFLETE SCHOOL, its successors

to its and their use and behoof forever.

And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises, that they are free of all incumbrances;

that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will Warrant and Defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I, the said MILLARD C. WEBBER, JR.,

and HELEN A. WEBBER,

wife of the said Millard C. Webber, Jr.,

joining in this deed as Grantor, and relinquishing and conveying all right by descent and all other rights in the above described premises, have hereunto set our hands and seals this 30th day of November in the year of our Lord one thousand nine hundred and fifty-nine.

Signed, Sealed and Delivered in presence of

Carl Beyer

Millard C. Webber, Jr. Helen A. Webber

State of Maine. CUMBERLAND, ss. November 30, 19 59.

Personally appeared the above named Millard C. Webber, Jr.

and acknowledged the foregoing instrument to be his free act and deed.

Before me, Carl Beyer Justice of the Peace

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE Received at 11.31 57 M A, and recorded in DEC 1 1959 BOOK 2573 PAGE 281

No. 116
1620

Know All Men by these Presents,

That I, MAGEL W. BRAWN, of Portland in the County of Cumberland and State of Maine,

in consideration of one dollar (\$1.00) and other valuable considerations,

paid by **THE WAYNFLETE SCHOOL**, a corporation organized and existing under the laws of the State of Maine and having its principal place of business at said Portland, whose address is 356 Spring Street, Portland, Maine 04102,

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said **The Waynflete School,**

and my heirs, assigns and Successors, **heirs** and Assigns, forever,

the following described property: A certain lot or parcel of land, with the buildings thereon, situated on the easterly side of Fletcher Street in Portland in the County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the easterly side line of said Fletcher Street at the south-westerly corner of that certain lot or parcel of land conveyed to Roy E. Brawn and the Grantor by Alice D. Kilborn by deed, dated August 25, 1952 and recorded in the Cumberland County Registry of Deeds in Book 2100, Page 221; thence easterly by land formerly of T. C. Hersey and parallel with the south-easterly side line of Spring Street one hundred seven and seven tenths (107.7) feet to the westerly side of a passageway about thirteen (13) feet wide leading southerly from Spring Street to the former residence of the late T. C. Hersey; thence northerly by said passageway thirty and one hundredth (30.01) feet to a drill hole; thence westerly at an included angle of ninety-one degrees forty-five minutes (91° 45') with the last described course one hundred six and eighty-four hundredths (106.84) feet, more or less, to a drill hole in said easterly side line of Fletcher Street; thence southerly by said easterly side line of Fletcher Street thirty (30) feet to the point of beginning.

Being a portion of the premises conveyed to Roy E. Brawn and Magel W. Brawn, as joint tenants and not as tenants in common, by Alice D. Kilborn by said deed, dated August 25, 1952 and recorded in said Registry of Deeds in Book 2100, Page 221. The said Roy E. Brawn died on May 13, 1961.

SSI. The said John W. HENCK...
granted unto the said JOHN W. HENCK...
the said premises and has the same...
Heirs & Assigns of the said JOHN W. HENCK...

conveyed unto the said JOHN W. HENCK...
with all the rights and appurtenances...
to the said JOHN W. HENCK...
Heirs & Assigns of the said JOHN W. HENCK...
the said premises and has the same...
Heirs & Assigns of the said JOHN W. HENCK...

And I do covenant with the said Grantee, its
Heirs and Assigns, that I am lawfully seized in fee of the premises;
and that they are free of all incumbrances;

You have and to hold the aforementioned and bargained premises,

**with all privileges and appurtenances thereof to the said The
Waynflete School, its**

Successors **HENCK** and Assigns, to its and their use and behoof

forever.

And I do covenant with the said Grantee, its / **HENCK**

and Assigns, that I am lawfully seized in fee of the premises;

and that they are free of all incumbrances;

that I have good right to sell and convey the same to the said

Grantee to hold as aforesaid; and that I and my Heirs, shall

and will warrant and defend the same to the said Grantee, its

Successors

HENCK and Assigns forever, against the lawful claims and demands

of all persons.

Know all Men by these Presents, That

Waynflete Latin School, Incorporated, a corporation duly organized under and existing by the laws of the State of Maine and having a place of business at Portland, in the County of Cumberland and State of Maine, in consideration of one dollar and other good and valuable considerations to it paid by The Waynflete School, a literary, educational and scientific corporation organized and existing under the provisions of Chapter 70 of the Revised Statutes of Maine and all acts additional thereto and amendatory thereof, and located at said Portland,

the receipt whereof is hereby acknowledged do hereby give, grant, bargain, sell and convey unto the said The Waynflete School, its successors and assigns forever, A certain lot or parcel of land with the buildings thereon, situated in said Portland, and bounded and described as follows: Beginning at a point in the northeasterly side line of land conveyed by Caroline M. Crisfield and Agnes P. Lowell to Raffaele Romano by deed dated July 20, 1922, and recorded in Cumberland County Registry of Deeds in Book 1110, at page 27, said point being distant along said northeasterly side line one hundred (100) feet from the northerly side line of Danforth Street; thence south, seventy-one degrees (71°) thirty minutes (30') west, a distance of sixty (60) feet to a point; thence north, eighteen degrees (18°) thirty minutes (30') west, a distance of one hundred fifty-three and three tenths (153.3) feet, to a point; thence south, seventy-one degrees (71°) thirty minutes (30') west, a distance of fifty-six (56) feet to a point; thence north, eighteen degrees (18°) thirty minutes (30') west, a distance of fifty and seven-hundredths (50.07) feet to the southwesterly corner of a thirteen (13) foot passageway described in a deed from Margaret C. Dudley to said Crisfield and Lowell, dated April 30, 1912, and recorded in said Cumberland County Registry of Deeds in Book 891, at page 310; thence north, seventy-one degrees (71°) thirty minutes (30') east, along the northwesterly side line of land conveyed by said Crisfield and said Lowell to said Romano, a distance of one hundred sixteen (116) feet to the northerly corner of land so conveyed and to the land of Charles Cook; thence south, eighteen degrees (18°) thirty minutes (30') east, by land of said Cook and by land of the late Edward Fox, along the northeasterly side line of land conveyed as aforesaid by said Crisfield and Lowell to said Romano, a distance of two hundred three and thirty-seven hundredths (203.37) feet to the point of beginning; together with said certain thirteen (13) foot passageway running from the lot hereby conveyed to Spring Street, said passageway being bounded on the west by land now or formerly of George P. Wescott and on the east by land now or formerly of Julia St. F. Thaxter, subject, however, to rights of passage and use heretofore granted to and in said passageway.

The grantor hereby conveys to The Waynflete School the right to maintain for efficient service to the property hereby conveyed, a sewer, water pipes and gas and electric connections in the present location of such sewer, water pipes and gas and electric connections or in any other location provided by said Raffaele Romano or his heirs and assigns.

The premises herein conveyed are subject to a right of way reserved by said Raffaele Romano for himself, his heirs and assigns, from the land now or formerly belonging to him adjoining the land hereby conveyed on the southwest to said passageway leading to Spring Street and also rights of passage over said passageway leading to Spring Street, said right of way to be an extension of said passageway.

This conveyance is made subject to a certain mortgage from the said Waynflete Latin School, Incorporated to the Maine Savings Bank, dated July 2, 1928 and recorded in said Cumberland County Registry of Deeds, Book 1294, Page 50, which grantee assumes and agrees to pay.

~~Un~~ ~~Have~~ and ~~in~~ ~~Hold~~ the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said The Waynflete School, its successors ~~and~~ assigns, to its and their use and behoof forever. And it does ~~do~~ covenant with the said grantee, its successors ~~and~~ assigns, that it is lawfully seized in fee of the premises; that they are free of all ~~in~~ encumbrances; except as above set out, that it has ~~have~~ good right to sell and convey the same to the said grantee to hold as aforesaid; and that it and its ~~successors~~ ^{successors} shall and will warrant and defend the same to the said grantee, its successors ~~and~~ assigns forever, against the lawful claims and demands of all persons.

U.S.I.R.
\$1.00
W.L.S.
Inc.
3/20/35

~~In~~ ~~Witness~~ ~~Whereof~~, the said Waynflete Latin School, Incorporated has caused these presents to be signed and its corporate seal to be hereunto affixed by Anne M. Gannett, its President and Philip C. Keith, its Treasurer, hereto duly authorized,

~~land~~ ~~and~~ ~~seal~~ this 20th day of March in the year of our Lord one thousand nine hundred and thirty-five.

Signed, Sealed and Delivered
in presence of

Florence M. Hollywood
Florence M. Hollywood

WAYNFLETE LATIN SCHOOL, INCORPORATED
CORPORATE SEAL
By Anne M. Gannett, its President
And Philip C. Keith, its Treasurer

State of Maine, CUMBERLAND, ss. March -- 1935. Personally appeared
the above named Anne M. Gannett,
and acknowledged the above instrument to be the free act and deed of the
Waynflete Latin School, Incorporated and of herself as President.
Before me, Florence M. Hollywood, Notary Public, Notarial Seal. *Justices of the Peace.*

Received March 30, 1935, at 11h 25m A. M., and recorded according to the original -

Parent
Realty
Co.
to
Waynflote
School
War.

U.S.I.R.
\$1.00
P.R.C.
3/30/35

KNOW ALL MEN BY THESE PRESENTS, That Parent Realty Co., a corporation organized under and existing by the laws of the State of Maine and located at Portland, in the County of Cumberland and State of Maine, in consideration of one dollar and other good and valuable considerations to it paid by The Waynflote School, a literary, educational and scientific corporation organized and existing under the provisions of Chapter 70 of the Revised Statutes of Maine and all acts additional thereto and amendatory thereof, and located at said Portland, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said The Waynflote School, its successors and assigns forever,

A certain lot or parcel of land situated on the Northerly side of Danforth Street, in Portland, in said County, and bounded and described as follows: Beginning on said side of said Danforth Street at the Southeasterly corner of a certain lot of land conveyed to Raffaele Romano by Caroline M. Crisfield and Agnes P. Lowell by deed dated July 20, 1922, and recorded in Cumberland County Registry of Deeds in Book 1110, Page 27, which corner is on the division line between the land hereby conveyed and land now or formerly of the Estate of Edward Fox, and running thence Northwesterly by said division line one hundred (100) feet, more or less, to land conveyed by said Romano to Waynflote Latin School, Incorporated, by deed dated December 10, 1923, and recorded in said Registry in Book 1158, Page 29; thence Southwesterly by said Waynflote Latin School land to the Southwesterly corner thereof; thence continuing Southwesterly to the Southeasterly corner of a lot of land conveyed by said Romano to Philip J. Deering, Jr., by deed dated September 13, 1926, recorded in said Registry in Book 1244, Page 437; thence continuing Southwesterly by said Deering land to Fletcher Street; thence Southeasterly by said Fletcher Street to Danforth Street; thence Northerly by said Danforth Street to the place of beginning.

Being the same premises conveyed to this Grantor by said Raffaele Romano by warranty deed dated May 19th, 1927, and recorded in said Registry in Book 1265, Page 286.

This conveyance is made subject to a reservation, however, in favor of said Raffaele Romano, his heirs and assigns, of the right to maintain and use a certain sewer running from a building on adjoining land of said Romano across the land hereby conveyed to Danforth Street, with the right to enter whenever necessary upon the land hereby conveyed for the purpose of cleaning, repairing, replacing and removing said sewer, and in the event of such entry the premises are to be restored to their previous condition at the expense of said Romano, his heirs and assigns, exercising such right. Provided, however, that said sewer right may be terminated at any time by the Grantee, its successors and assigns, by giving notice of such termination in writing to the then owner of said adjoining premises served by said sewer, and, in the event of such notice, the then owner of said adjoining premises shall, with-

in ninety (90) days of the receipt of said notice, remove and discontinue the use of said sewer at his expense and shall have the right at his expense to run a sewer across the land hereby conveyed at a location to be designated by the Grantee, its successors or assigns, such location to be suitable for the proper drainage of said adjoining premises of said Romano, his heirs and assigns; and the owners of said adjoining premises and of the premises hereby conveyed shall have the same rights and privileges as to said sewer as are herein provided in connection with the existing sewer.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said The Waynflete School, its successors and assigns, to its and their use and behoof forever.

And it does covenant with the said Grantee, its successors and assigns, that it is lawfully seized in fee of the premises, that they are free of all incumbrances except as above set out, that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors, shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said Parent Realty Co. has caused these presents to be signed and a wafer seal which it adopts as its corporate seal to be hereunto affixed by Spaulding Bisbee, its President and William D. Ireland, its Treasurer, heretoduly authorized this 30th day of March, in the year of our Lord one thousand nine hundred and thirty-five.

Signed, Sealed and Delivered in Presence of

Florence M. Hollywood

PARENT REALTY CO. Seal

By Spaulding Bisbee, Its President

Marguerite T. Mahoney

And William D. Ireland Its Treasurer

State of Maine. Cumberland, ss. March 30th, 1935. Personally appeared the above named Spaulding Bisbee and acknowledged the above instrument by him signed to be the free act and deed of the Parent Realty Co. and of himself as President.

Before me, Roger V. Snow Justice of the Peace

Received March 30, 1935, at 11h 45m A. M., and recorded according to the original

 KNOW ALL MEN BY THESE PRESENTS, That I, Claud H. Thomas of Otisfield, in the County of Cumberland and State of Maine mortgagee owner of a certain mortgage given by Lester F. Thomas of Otisfield, in the County of Cumberland and State of Maine to me dated March 30, 1934 A. D. and recorded in Cumberland Registry of Deeds, Book 1435, Page 196, do hereby acknowledge that I have received full payment and satisfaction of the same and of the debt thereby secured, and in consideration thereof I do hereby cancel and discharge said mortgage, and release unto the said Lester F. Thomas, his heirs and assigns forever the premises therein described.

Thomas
to
Thomas
Disch.

IN WITNESS WHEREOF, I the said Claud H. Thomas have hereunto set my hand and seal this twenty-ninth day of March A. D. 1935.

Know all Men by these Presents, That

I, Ethel Fox Baxter, of Cape Elizabeth in the County of Cumberland and State of Maine,

in consideration of one dollar and other valuable considerations paid by Waynflete School, a corporation organized and existing under the laws of the State of Maine and located at Portland in said County of Cumberland and State of Maine, the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Waynflete School, its successors and assigns forever, the following described property:

A certain lot or parcel of land with the buildings thereon situated on the northerly side of Danforth Street and westerly side of Storer Street in said City of Portland, bounded and described as follows: Beginning on the northerly side of Danforth Street at the easterly corner of land formerly of T. C. Hersey; thence easterly on Danforth Street one hundred seventy-four (174) feet six and one-half (6½) inches to the center line of Storer Street; thence northerly parallel with said Hersey line and in the middle line of said Storer Street two hundred twenty-seven (227) feet more or less to a point equally distant from Spring Street and Danforth Street; thence westerly one hundred seventy-four (174) feet six and one-half (6½) inches to said Hersey land; thence southerly by said Hersey land to said Danforth Street at the point of beginning, subject to the location of the westerly half of a way twenty-five (25) feet wide now known as Storer Street.

Being the same premises conveyed to me by Clinton L. Baxter, Trustee, by deed dated April 23, 1901, recorded in Cumberland County Registry of Deeds in Book 851, Page 77.

U.S.I.R.
\$7.70
E.F.B.
10/1/42

On Here and in Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Waynflete School, its successors

heirs and assigns, to its and their use and behoof forever. And I do covenant with the said Grantee, its successors heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances;

that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Grantee, its successors heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I, the said Ethel Fox Baxter by Ellen B. Moyer, my Attorney acting under power of Attorney, dated February 12, 1942 and recorded in Cumberland County Registry of Deeds, said Ethel Fox Baxter being a widow,

my hand and seal this first day of October have hereunto set one thousand nine hundred and forty-two. in the year of our Lord

Signed, Sealed and Delivered in presence of

John F. Dana

Ethel Fox Baxter Seal

by Ellen B. Moyer, her attorney

State of Maine, CUMBERLAND, ss. October 1, 1942.

Personally appeared

the above named Ellen B. Moyer, Attorney for Ethel Fox Baxter, and acknowledged the above instrument to be her free act and deed. in her said capacity and the free act and deed of said Ethel Fox Baxter.

Before me, John F. Dana, Justice of the Peace.

Received October 1 19 42, at 1 o'clock 44 m. P. M., and recorded according to the original.

o
x

