was at the time of taking the affidavit, proof or acknowledgment, hereto annexed, such Justice of the Peace that due faith and credit are and ought to be given to his official acts; that I am well acquainted with his signature and hadnwriting, and I verily believe that the signature to the said affidavit, proof or acknowledgment is genuine, and, further, that the annexed instrument is executed and acknowledged according to the laws of said Commonwealth.

Witness my hand and the seal of said Court at Boston, in said County and Commonwealth, this 27th day of November A.D. 1922.

Francis A. Campbell, Clerk.
By Edmund S. Phinney, Ass't. Clerk. COURT SEAL.

State of New York. County of New York, ss. November 28, 1922. Then personally appeared the above named John H. Child and acknowledged the foregoing instrument to be his free act and deed.

Before me, F. G. Henry, Notary Public, No. 153
New York County
N.Y. Register No. 3148, Notarial Seal.

State of New York. County of New York, ss. No26803 Series B. I, James A. Donegan, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, That F. G. Henry whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 28 day of Nov. 1922.

James A. Donegan, Clerk. COURT SEAL.

Received December 1, 1922, at 3h, 25m, P.M. and recorded according to the original.

Howe & Trefethen Evergreen Imp. Assn. Q.C.

KNOW ALL MEN BY THESE PRESENTS, That We, Emily T. Howe and William H. Trefethen, both of Portland, in the County of Cumberland and State of Maine, in consideration of the acceptance of delivery hereof by the Trefethen-Evergreen Improvement Association, a corporation duly organized and existing under and by virtue of law and having a principal place of meeting at Portland aforesaid, but subject to conditions imposed, do hereby remise, release, bargain, sell and convey and quitclaim unto the said Trefethen-Evergreen Improvement Association and its successors and assigns, until break of said covenants or conditions, the following described lot or parcel of land located on Peaks Island, in said Portland,

and bounded and described as follows:

A certain lot or parcel of land at Peaks Island, in said Portland, bounded and described as follows, viz: Beginning on the northerly side of Trefethen Avenue at a point distant easterly seventy-seven and forty-five one-hundredths (77.45) feet from the westerly end of said Avenue where the same adjoins the Easterly bound of land now or formerly of the Casco Bay Wharf Company; thence westerly along the northerly side line of said Trefethen Avenue seventy-seven and forty-five one-hundredths (77.45) feet to the line of land of said Casco Bay Wharf Company; thence northwesterly along the line of the land of said Casco Bay Wharf Company forty-seven and seven-tenths (47.7) feet to a point and angle in line of land of said Casco Bay Wharf Company; thence easterly nearly at right angles eleven and four-tenths (11.4) feet to a spike in the wharf and in the line of land now or formerly of Alonzo E. Drown; thence southeasterly along the line of said Drown land one hundred and fifteen (115) feet more or less to the point begun at. Together with shore and flats appurtenant thereto and embraced within an extension of the bounds given, subject, however, to prior grants.

TO HAVE AND TO HOLD the same together with all the privileges and appurtenances thereto belonging to the Trefethen-Evergreen Improvement Association, its successors and assigns, forever, subject nevertheless to the covenants, conditions and restrictions hereinafter expressed, namely:

(1) That said grantee, its successors or assigns, shall not at any time hereafter devote, employ or use the land and buildings which it is at the present time under contract to purchase of John J. Collins, of Boston, in the County of Suffolk and Commonwealth of Massachusetts, or the real estate herein conveyed or any part thereof for any other purpose or service than those contained in the charter and purposes of said Association as at present constituted.

(2) That said grantee, and its successors and assigns, shall not at any time use or employ any of the aforesaid land or buildings for business or commercial purposes provided, however, that merchandise may be bartered and sold therein at fairs, socials, carnivals, and other assemblies of the members of the Association or of the public, in connection with and in furtherance of the charter and purposes of said Association as at present constituted.

(3) That no permanent structure of any description shall be erected on the land herein conveyed.

(4) That said grantee or its assigns does not by any means lose or part with its title to said Collins land.

It is expressly understood and agreed that this conveyance is made and accepted upon the express condition that if said grantee, its successors or assigns, shall neglect or fail to perform, fulfil- and keep the several covenants herein contained, or any of them or make any default in the performance and fulfilment of said covenants, or any or either of them, then and in either of such events it shall be lawful for said grantors and their heirs and assigns, and they or-

any of them are hereby authorized and empowered to enter into and upon the premises hereby conveyed and take possession thereof, and thereupon the title and right to immediate possession of the land herein conveyed shall at once revert to and revest in the said grantors, their heirs and assigns.

And we do covenant with the said Grantee, its successors and assigns, that we will warrant and forever defend the premises to it, the said Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through or under us.

IN WITNESS WHEREOF, We the said Emily T. Howe and William H. Trefethen, and Elizabeth Trefethen, wife of the said William H. Trefethen (the said Emily T. Howe having no husband) joining in this deed as Grantor, and relinquishing and conveying her rights by descent and all her other rights in the above described premises have hereunto set our hands and seals this twenty-sixth day of September, in the year of our Lord one thousand nine hundred and twenty-two.

Signed, Sealed and Delivered in presence of

Jessie B. Trefethen	Wm. H. Trefethen,	Seal.
Georgia M. Maggi	Emily T. Howe,	Seal.
Myra Olymes.	Elizabeth Trefethen,	Seal.

State of Maine. Cumberland, ss. September 26, 1922. Personally appeared the above named Emily T. Howe and acknowledged the above instrument to be her free act and deed.

Before me, Frederic J. Laughlin, Justice of the Peace.

Received December 1, 1922, at 4h, 29m, P.M. and recorded according to the original.

Howe to Trefethen Evergreen Imp. Assn. Q. C.

KNOW ALL MEN BY THESE PRESENTS, That I, Emily T. Howe, of Portland, in the County of Cumberland and State of Maine, in consideration of the acceptance of delivery hereof by the Trefethen-Evergreen Improvement Association, a corporation duly organized and existing under and by virtue of law and having a principal place of meeting at Portland aforesaid, but subject to conditions imposed, do hereby remise, release, bargain, sell and convey and quit-claim unto the said Trefethen-Evergreen Improvement Association and its successors and assigns, until breach of said covenants or conditions, the following described lot or parcel of land located on Peaks Island, in said Portland, and bounded and described as follows:

A certain lot or parcel of land situated on said Peaks Island on the northeasterly side of Trefethen Avenue, near Trefethen Avenue, bounded as follows:

Beginning at a stake driven into the ground in the northeasterly line of Trefethen Avenue and in the southwesterly corner of land now or formerly of Samuel H. Heath; thence northwesterly following the said northeasterly line of Trefethen Avenue fifty (50) feet to an iron pipe in the Southerly corner of Land now or formerly of Alonzo E. Brown; thence deflecting to the right eighty-seven degrees and thirty-three minutes (87°33') and running north thirty-one degrees and thirty minutes (31°30') east eighty (80) feet to a drill hole in the ledge; thence deflecting to the right