

FIDUCIARY DEED

ELIZABETH A. McGUIRE of P. O. Box 644, Camelot Road, Yarmouthport, Massachusetts 02675 and THE FIRST NATIONAL BANK OF BOSTON, having a principal place of business at 86 Willow Street, Yarmouthport, Massachusetts 02675, CO-EXECUTORS UNDER THE WILL OF CHARLES A. PHILLIPS, under power conferred by the Barnstable County Probate Court in a License to Sell dated SEPTEMBER 30, 1993, and every other power,

in consideration of ONE HUNDRED FORTY THOUSAND AND 00/100 (\$140,000.00) DOLLARS PAID

grant to ELIZABETH T. O'CONNELL and ARTHUR J. O'CONNELL, Husband and Wife as Tenants by the Entirety, both of 13 Chiplou Lane, Scotch Plains, New Jersey 07076

Unit ("Unit") known as Unit B in Building 6 ("Building") of Sea Pines Condominium II, Sea Pines Drive, Brewster, Barnstable County, Massachusetts, a condominium established by Corcoran, Mullins, Jennison, Inc., pursuant to Massachusetts General Laws, Chapter 183A by Master Deed dated August 7, 1974 and recorded with Barnstable County Registry of Deeds in Book 2081, Page 126 ("Master Deed") which Unit is shown on floor plans of the Building filed simultaneously with said Master Deed in Barnstable County Registry of Deeds and on the copy of the portion of said plans attached to the Unit Deed of the grantors, to which is affixed the verified statement of a registered architect in the form required by Section 9 of said Chapter 183A.

Said Unit is conveyed together with:

1. An undivided 3.86 percent interest as amended in the common areas and facilities of the Property described in said Master Deed ("Common Elements") attributable to the Unit as that undivided interest may change upon amendment to said Master Deed pursuant to Article 12 and Schedule A thereof.

2. An exclusive right to use garaged parking space Number 2 as shown on the plans filed with the Master Deed, and the right to use one open parking space within the open parking area shown on the plans filed with the Master Deed.

3. An exclusive right to use (i) the patio and (ii) any immediately adjacent attic or storage areas to which there is direct access from the Unit.

4. An easement for the continuance of all encroachments by the Unit on any adjoining units or Common Elements existing as a result of construction of the building in which the unit is located, or which may come into existence hereafter as a result of settling or shifting of the building, or as a result of repair or restoration of the Building or of the Unit, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers.

UN11B BLDG 6	24 GROVE LANE	BREWSTER
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5. An easement in common with the owners of other Units to use any pipes, wires, ducts, flues, cable, conduits, public utility lines and other Common Elements located in any of the other units or elsewhere on the Property, and serving the Unit.

Said Unit is conveyed subject to:

(1) All easements, restrictions and encumbrances set forth in the Master Deed.

(2) Easements in favor of adjoining units and in favor of the Common Elements for the continuance of all encroachments of such adjoining units or Common Elements on the Unit, now existing as a result of construction of the building, or which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the building or of any adjoining unit or of the Common Elements after damage or destruction by fire or other casualty or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers.

(3) An easement in favor of the other Unit Owners to use the pipes, wires, ducts, flues, conduits, cables, public utility lines and other Common Elements located in the Unit or elsewhere on the Property and serving such other units.

(4) Exclusive rights in favor of the owner of any Unit to use designated Parking Spaces.

(5) Exclusive rights in favor of the owner of any Unit having sole access to a patio, attic, or storage space directly from the interior of such Unit to use such space.

(6) The provisions of the Master Deed, By-Laws, Land Plan and floor plans of the Condominium recorded simultaneously with and as part of the Master Deed as the same may be amended from time to time by instrument recorded in Barnstable County Registry of Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, his family, servants, lessees and visitors, as though such provisions were recited and stipulated at length herein.

The Unit is intended only for residential purposes. No use may be made of the Unit except as a residence for the Owner thereof or of his permitted lessees and the members of their immediate families.

This instrument relates to a condominium and is subject to the provisions of Chapter 183A of the General Laws.

The land comprising the condominium is shown on plan of land entitled "Plan of Sea Pines Condominium, II Brewster, Mass., prepared by H. W. Moore Associates, Inc., 112 Shawmut Avenue, Boston, Mass, dated July 29, 1974" which plan is recorded at Barnstable County Registry of Deeds in Plan Book 286 Pages 91-95.



For Grantors' title see Deed recorded in Barnstable County Registry of Deeds in Book 2885, Page 035.

EXECUTED as a sealed instrument this 1 day of Nov, 1993.

Elizabeth A. McGuire
ELIZABETH A. MCGUIRE, CO-EXECUTOR
UNDER THE WILL OF CHARLES A. PHILLIPS

THE FIRST NATIONAL BANK OF BOSTON
CO-EXECUTOR UNDER THE WILL OF
CHARLES A. PHILLIPS AND NOT INDIVIDUALLY

BY: Carl J. Izzo
Its Senior Account Manager

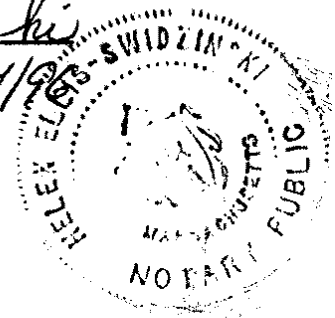
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

November 1, 1993

Then personally appeared the above-named ELIZABETH A. MCGUIRE, CO-EXECUTOR as aforesaid, and acknowledged the foregoing instrument to be her free act and deed, before me,

Helena Ellis-Swidzinski
NOTARY PUBLIC
My Commission Expires: 11/4/95



COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

October 29, 1993

Then personally appeared the above-named Carl J. Izzo, Senior Account Manager of THE FIRST NATIONAL BANK OF BOSTON, CO-EXECUTOR as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me,

Katherine M. Pizzarello
NOTARY PUBLIC
My Commission Expires: Jan 8, 1999

