

Holbrook Amos A. vs.

to
Nathan G. Daniels

Whereas, Amos A. Holbrook did by mortgage deed dated June the seventh, and recorded with Worcester County Deeds, Libro 1055. Folio 143 convey the premises hereinafter described to Christopher Daniels of Mendon in the County of Worcester and Commonwealth of Massachusetts, and whereas in and by said mortgage deed, the grantee therein named his executors administrators or assigns were authorized and empowered upon any default in the performance or observance of the condition of said mortgage to sell the said premises with all improvements that might be thereon at public auction in said Mendon, "on the graveled premises," first publishing a notice as therein required, and to convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple; and whereas, there has been such default and notice has been published and a sale has been made as will more particularly appear in and by the affidavit hereto to be subjoined: Now therefore know all men that I, Nathan G. Daniels Executor of the will of the said Christopher Daniels deceased, by virtue and in execution of the power contained in said mortgage deed as aforesaid, and of every other power one hereto enabling, and in consideration of the sum of Two Hundred and Thirty Dollars to me paid by Nathan G. Daniels of said Mendon, the receipt whereof is hereby acknowledged, and I, Amos A. Holbrook by said Nathan G. Daniels Executor as aforesaid by my attorney duly authorized by the power in said mortgage contained, do hereby grant bargain sell and convey unto the said Nathan G. Daniels all and singular the premises conveyed by the aforesaid mortgage deed, the said premises being described in said deed as follows; "A certain parcel of land with all of the buildings thereon, situated in said Mendon on the Westerly side of the road leading from the residence of Mary Hill by the residence of Andre Southwick; bounded Northerly by land of John M. Fowler, Samuel H. Taft and land of Sullivan H. Taft; Westerly by land of said John M. Fowler; Southerly by land of said Fowler and land of C. Daniels, and Easterly by said road, containing thirty acres more or less; Subject to a prior mortgage deed given by said Holbrook to said Daniels, dated the seventh day of November 1878. To have and to hold the same to the said Nathan G. Daniels and his heirs and as-