grantee or its executors, administrators or assigns, may sell the granted premises or such portion thereof as may remain subject to this mortgage in case of any partial release hereof together with all improvements that may be thereon, by public auction in said Gardner, first publishing a notice of the time and place of sale once each week for three successive weeks in some one newspaper published in said Gardner, and may convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee-simple; and such sale shall forever bar me and all persons claiming under me from all right and interest in the granted premises, whether at law or in equity. And out of money arising from such sale the grantee or -ʌ representatives shall be entitled to retain all sums then secured by this deed, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by them by reason of any default in the performance or observance of the said condition, rendering the surplus, if any, to me or my heirs or assigns; and I hereby for myself and my heirs or assigns, covenant with the grantee and its heirs, executors, administrators and assigns, that in case a sale shall be made under the foregoing power, I or they will upon request execute, acknowledge and deliver to the purchaser or purchasers a deed or deeds of release confirming such sale, and said grantee and its assigns are hereby appointed and constituted the attorney or attorneys irrevocable of the said grantor to execute and deliver to the said purchaser a full transfer of all policies of insurance on the buildings upon the land covered by this mortgage at the time of such sale. And it is agreed that the grantee or its executors, administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid, and that no other purchaser shall be answerable for the application of the purchase money; and that until default in the performance or observance of the condition of this deed, I and my heirs and assigns may hold and enjoy the granted premises and receive the rents and profits thereof.

And for the consideration aforesaid I, Clara Carneau, wife of said Joseph Garneau do hereby release unto the said grantee and its heirs and assigns all right of or to both D O W E R and H O M E S T E A D in the granted premises and all rights by statutes and all other rights therein.

I N W I T N E S S W H E R E O F we, the said Joseph Garneau and Clara Carneau, hereunto set our hands and seals this twenty-seventh day of April in the year one thousand nine hundred and five.

Signed and sealed in presence of

Joseph Garneau (seal)
Clara Garneau (seal)

Commonwealth of Massachusetts.

Worcester ss. Gardner April 27, 1905. Then personally appeared the above-named Joseph Garneau and acknowledged the foregoing instrument to be his free act and deed, before me,

Joseph P. Carney, Justice of the Peace.

Rec'd May 1, 1905 at 8h. 30m. A. M. Ent'd & Ex'd. 1804|373

Attest: Harriet Hunt Register.

Bates Est.

to

Cook

K N O W A L L M E N B Y T H E S E P R E S E N T S that whereas I, Clifford A. Cook of Milford, in the Commonwealth of Massachusetts, as Administrator with the will annexed of the remaining estate of Elias T. Bates late of Mendon, by virtue of a license granted to me on the twenty-eighth day of March last by the Probate Court for the County of Worcester in said Commonwealth, sold the real estate of the said deceased, hereinafter described at public auction on the twelfth day of April 1905, to Orrin C. Cook of Milford, in the Commonwealth aforesaid, for the sum of One Hundred and Twenty Dollars, which amount was bid by the said Orrin C. Cook and was the highest bid made therefor at said auction.

N O W T H E R E F O R E in consideration of the said sum of One Hundred and Twenty Dollars to me paid by the said Orrin C. Cook, the receipt whereof is hereby acknowledged, I do, as Administrator as aforesaid and by virtue of the aforesaid license, hereby G R A N T, B A R G A I N, S E L L and C O N V E Y unto the said Orrin C. Cook, the following tracts of land, viz:- A certain tract of woodland, on the road leading from Bellingham to Mendon, in said MENDON, containing about three acres, three rods, being all the same premises described in deed of Asa Pickering, executor of the will of Daniel J. Pickering to Elias T. Bates, dated May 10, 1886, recorded with Worcester District Deeds, book 1215, page 627. A certain tract of woodland containing about nine acres, one hundred forty-seven rods, on the road leading from Bellingham to Mendon, in said Mendon, being all the same premises described in deed of Nathan A. Cook, Administrator of estate of Lavina T. Pickering to Elias T. Bates, dated November 1, 1887, recorded with Worcester District Deeds, book 1252, page 583.

T O H A V E and T O H O L D the granted premises with all the privileges and appurtenances thereto belonging, to the said Orrin C. Cook and his heirs and assigns, to their own use and behoof forever.

And I hereby covenant with the grantee and his heirs and assigns that the notice of the time and place of said sale was given according to the order of said Probate Court, and that the said premises were sold accordingly at public auction as above set forth.
I N W I T N E S S W H E R E O F I hereunto set my hand and seal this eighteenth day of April in the year one thousand nine hundred and five.
Signed and sealed in the presence of
Effie A. Nelson Clifford A. Cook (seal)
Commonwealth of Massachusetts.
Worcester ss. April 18, 1905. Then personally appeared the above-named Clifford A. Cook and acknowledged the foregoing instrument to be his free act and deed, before me,
Jesse A. Taft, Justice of the Peace.
Rec'd May 1, 1905 at 8h. 30m. A. M. Ent'd & Ex'd.
Attest: Daniel Kent Register.

Downey

to

Webster Five Cts. Sav. Bank

K N O W A L L M E N B Y T H E S E P R E S E N T S that I, Bertha I. Downey, mortgagee in a certain mortgage given by Felix C. Gagnon to me dated May 29, A. D. 1899 and recorded with Worcester District Registry of Deeds, libro 1616, folio 142, in consideration of One Dollar and other valuable considerations paid by the Webster Five Cents Savings Bank of Webster, in County of Worcester and Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, do hereby A S S I G N, transfer and set over unto the said Webster Five Cents Savings Bank, the said mortgage deed, the real estate thereby conveyed and the note and claim thereby secured, as security for a loan.
T O H A V E and T O H O L D the same to the said Bank and its successors and assigns, to their own use and behoof forever; subject nevertheless, to the conditions therein contained and to redemption according to law.
I N W I T N E S S W H E R E O F I hereto set my hand and seal this 28th day of April A. D. 1905.
Signed and sealed in presence of
Archer R. Greeley Bertha 1. Downey (seal)
Commonwealth of Massachusetts.
Worcester ss. April 28, 1905. Then personally appeared the above-named Bertha I. Downey and acknowledged the foregoing instrument to be her free act and deed, before me,
Archer R. Greeley, Justice of the Peace.
Rec'd May 1, 1905 at 8h. 30m. A. M. Ent'd & Ex'd.
Attest: Daniel Kent Register.

Fairfield

to

Downey et ux.

K N O W A L L M E N B Y T H E S E P R E S E N T S that whereas I Walter H. Paine of Dudley, in the Commonwealth of Massachusetts, as Guardian of Addie L. Fairfield, an insane person formerly residing in said Dudley by virtue of a license granted to me on the fourth day of April last by the Probate Court for the County of Worcester in said Commonwealth, have sold the real estate of the said insane person hereinafter described at private sale, to John H. Downey and Bertha I. Downey, husband and wife, both of said Dudley for the sum of thirty-five Hundred (3500) Dollars.
N O W T H E R E F O R E in consideration of the said sum of Thirty-five Hundred (3500) Dollars to me paid by the said John H. Downey and Bertha I. Downey, the receipt of which sum is hereby acknowledged, I do as Guardian as aforesaid, and by virtue of the aforesaid license, hereby G R A N T, B A R G A I N, S E L L and C O N V E Y unto the said John H. Downey and Bertha I. Downey, the real estate hereinafter described as follows:- A certain tract of land situated in said DUDLEY, containing twenty-seven (27) acres, more or less, bounded and described as follows:- Beginning at the southwest corner of that part lying on the east side of the road leading past the Colonel Eddy place; thence easterly by land now or formerly of Deacon A. Jacobs, twenty-five (25) rods; thence N. 2 degrees E. forty-two (42) rods; thence No. 77 degrees W. twenty-one (21) rods and two (2) links to said road by the aforesaid bounds, being by land of said Jacobs; thence N. 84½ degrees W. sixty-two (62) rods by land of A. Bisco to land now or formerly of F. A. Clark; thence by said Clark land S. 1 degree W. fifty-eight (58) rods and twelve (12) links to land now or formerly of D. Bisco; thence easterly by said Bisco land to the point of beginning. Being the same conveyed to said Addie L. Fairfield by David A. Bisco by deed dated April 17, 1897, recorded in the Worcester District Registry of Deeds for the County of Worcester, book 1541, page 629. Also a tract of land situated in said Dudley, containing nineteen (19) acres and eighty-six (86) rods, bounded and described as follows:- Beginning at the northeast corner thereof on the Charlton and Woodstock road by land now or formerly of Alton Bisco; thence running S. 82 degrees 15' W. seventy (70) rods and nine (9) links to a corner at