

free act and deed, before me-

Frank E. Mann Justice of the Peace
My commission expires Feb. 26th 1919

Rec'd April 4, 1919, at 8h. 30. A. M.

Ent'd & Ex'd

* * * * *

KNOW ALL MEN BY THESE PRESENTS that I, Alice H. Hartshorn of Mendon in the Commonwealth of Massachusetts, wife of Samuel E. D. Hartshorn of said Mendon on consideration of Eight Hundred Dollars paid by Charles A. Smith and Hannah G. Smith -- the receipt whereof is hereby acknowledged, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said Charles A. Smith and Hannah G. Smith a certain tract of land with the buildings thereon; said land is situated in the Village of MENDON aforesaid, upon the northerly side of Maple Street, formly known as the Boston and Hartford Turnpike and is bounded and described as follows viz: Beginning at an iron pin in the ground at the northerly line of said Maple Street, thence N. 21° W. one hundred seventy and 9/10 feet more or less to a stone bound sit in the ground bounded westerly on land of Frank C. Wood; thence N. 65° E. eighty six and 5/10 feet more or less to an iron pin in the ground at the westerly line of Washington Street (so called) bounded northerly by land now or formly of Daniel H. Barnes; thence southerly with said Washington Street, one hundred and seventy nine feet more or less to the northerly line of said Maple Street; thence westerly on said Maple Street to the point of beginning, being the same premises deeded to me this day by grantee for further refference see Libro 2098 Folio 426. TO HAVE and TO HOLD the granted premises, with all the privileges and appurtenances thereto belonging, to the said Charles A. Smith and Hannah G. Smith as joint tennants and their heirs and assigns to their own use and behoof forever. And I hereby, for myself and my heirs, executors, and administrators, covenant with the grantees and their heirs and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances except a mortgage of twenty five hundred dollars that I have good right to sell and convey the same as aforesaid; and that I will, and my heirs, executors, and administrators shall, WARRANT and DEFEND the same to the grantees and their heirs and assigns forever against the lawful claims and demands of all persons except as above PROVIDED NEVERTHELESS that if I, or my heirs, executors, administrators, or assigns, shall pay unto the grantees, or their executors, administrators, or assigns, the sum of Eight Hundred Dollars in manner as follows Twenty five dollars on the principle every six months with the privilege of paying more or the whole ammount at any time from this date, with interest semi-quartily on both mortgages at the rate of six per cent per annum; and until such payment shall pay all taxes and assessments, to whomsoever laid or assessed, whether on the granted premises or any interest therein or on the debt secured hereby; shall keep the buildings on said premises insured against fire in a sum not less than one thousand dollars for the benefit of the grantees, and their executors, administrators, and assigns, in such form and at such insurance offices as they shall approve, and at least two days before the expiration of any policy on said premises shall deliver to then or them a new and sufficient policy to take the place of the one so expiring; and shall not commit or suffer any strip or waste of the granted premises, or any breach of any covenant herein contained; then this deed, as also a note of even date herewith, signed by me whereby I promise to pay to the grantees or order the said sum and the said interest at the times aforesaid, shall be void. But upon any default in the performance or observance of the foregoing condition, the grantees, or their 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, at public auction in said Mendon first publishing a notice of the time and place of sale once a week for three successive weeks in some one newspaper published in said County the first publication of such notice to be not less than twenty-one days before the day of sale, 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 the money arising from such sale, the grantees or their 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 said condition, rendering the surplus, if any, to me or my heirs or assigns; and I hereby, for myself and my heirs and assigns, covenant with the grantees, and their heirs, executors, administrators, and assigns, that, in case a sale shall

Hartshorn

to

Smith et al.

See Discharge

B. 2283 P. 528