Grinnell

to

Mason

I, Herbert L. Grinnell, Jr. of Derry, Rockingham County, New Hampshire, for consideration paid, grant to Emma J. Mason, of Hopedale, Worcester County, Lassachusetts, with WARRANTY covenants a certain tract or parcel of land situated in MENDON, in said County of Worcester on the westerly shore of Nipmuck Pond and bounded and described as follows: Beginning at an iron pin on the shore of said lake at land now or formerly of Frank H. French; thence S. 38° 30' W. by land now or formerly of said French one hundred and forty feet more or less, to a stump of a chestnut tree; thence N. 29° 45' W. fifty feet more or less to an iron pin at other land of said grantor; thence northerly by other land of said grantor seventy nine feet and six inches more or less to an iron pin and thence northerly fifty three feet to the center of a tree at the shore of said pond; thence southerly by the shore of said pond twenty-six feet and four inches to the point of beginning. Being a portion of the land conveyed to me by Nellie P. Jewett by deed dated December 3, 1921, and recorded in Worcester District Deeds, Volume 2264, Page 510.

There is also granted a right of way to be used in conjunction with the grantor and his assigns as described in the deed of Nellie P. Jewett to me above referred to, also subject to the condition as to fencing as contained in deed of Luther E. Taft to Frank H. French recorded in Worcester District Deeds, Wolume 1760, Page 355. Also subject to Town of Mendon tax for the year 1926 covering on the premises herein conveyed. A private way having been constructed along the westerly side of said conveyed premises said grantor reserves a right of way to be used in conjunction with his remaining land so far as the same may pass over premises herein con-

I, Jenny B. Grinnell, wife of said grantor release to said grantee HOMESTEAD and other interests. DOWER and all rights of therein.

our hands and seals this 28th day of April 1926 WITNESS B. T. Bartlett

Herbert L. Grinnell Jr. (seal) (seal) Jenny B. Grinnell

State of New Hampshire

Rockingham, ss. April 28th 1926. Then personally appeared the above named Jenny B. Grinnell and Herbert L. Grinnell Jr. and acknowledged the foregoing instrument to be their free act and deed, before me

Benjamin T. Bartlett Notary Public (seal) My commission expires Jan. 14, 1931.

Ent'd & Ex'd. Rec'd Oct. 5, 1926 at 8h. 30m. A. M.

Fostermain Trading Corp'n.

to

Friel

made the 1st day of Septem-INDENTURE, THIS ber 1926, between the Fostermain Trading Corporation, a corporation organized under the laws of the State of New York, Thereinafter designated as the lessor, and Rita M. Friel of the City and County of Worcester, hereinafter designated as the lessee. WITNESSETH that the lessor does hereby lease unto the lessee the following premises in the City of WORCHSTER, the store situated at #353 Main Street in the City of Worcester, together with certain rooms in the basement thereof, now used as a kitchen cloak-room, refrigerator room and storage room, and being the same store and premises occupied as a restaurant by Thompson's Cafeteria, Inc., and being the same premises formerly occupied by the Biltmore Lunch Room. for the term of eight (8) years from the first day of HOLD October 1926, yielding and paying therefor the rent of eight thousand (8000.00) dollars per annum for the first three (3) years of said term, and nine thousand (9000.00) dollars per annum for the remaining five (5) years of said term.

And the said lessee does promise to pay the said rent in monthly payments as follows: For the first three (3) years beginning the first day of October 1926, to the first day of October 1929 the sum of six hundred sixty-six dollars and sixty-seven cents (\$666.67) and for the remaining five (5) years from the first day of October 1929, to the first day of October 1934, the sum of seven hundred fifty (\$750.00) dollars.

And the lessee does promise to quit and deliver up the premises to the lessor as his Attorney, peaceably and quietly at the end of the term, in as good order and condition, reasonable use and wearing thereof, fire and other unavoidable casualties excepted, as the same now are, or may be put into by the said lessor, and to pay the rent as above stated, during the term, and also the rent as above stated, for such further time as the lessee may hold the same, and not make or suffer any waste thereof; and that the lessor may enter to view and make improvements, and to expel the lessee, if she shall fail to pay the rent as aforesaid, or make or suffer any strip or waste thereof.

AND PROVIDED ALSO that in case the premises, or any thereof during said term, be destroyed or damaged by fire or other unthat in case the premises, or any part avoidable casualty, so that the same shall be thereby rendered unfit for