

Barry; thence westerly by said Barry land about 160 feet to land formerly of one George; thence northerly by said George land 85 feet to a stake at other land of said Gaskill; thence easterly by last mentioned land about 136 feet to a stake on the westerly side of said street; and thence southerly by the westerly side of said street 98 feet to the point of beginning; being all the same premises described in deed of Fred F. Brown to said Leonard T. Gaskill, dated November 21, 1901, recorded with Worcester District Deeds, Book 1704, Page 507 and a part of the premises described in deed of Edward L. Smith to said Leonard T. Gaskill, dated November 14, 1903, recorded with said Worcester District Deeds, Book 1767, Page 43."

Including as a part of the realty all portable or sectional buildings, heating apparatus, plumbing, ranges, mantels, storm doors and windows, oil burners, gas and oil and electric fixtures, screens, screen doors, awnings, electric and gas refrigerators, air conditioning apparatus, and other fixtures of whatever kind and nature, on said premises, or hereafter placed thereon prior to the full payment and discharge of this mortgage, insofar as the same are or can by agreement of the parties be made a part of the realty.

The mortgagor covenants and agrees to make, in addition to the monthly payments above stated, to the Association equal monthly payments sufficient to amortize the amount (estimated by the mortgagee) of all taxes and assessments within a period ending one month prior to the due date of such taxes and assessments. The mortgagee shall hold such monthly payments to pay such taxes and assessments when due and payable, subject to an equitable adjustment if the moneys thus paid based on the aforesaid estimate shall be more or less than the actual amount due for said taxes and assessments, and in the event of the foreclosure of this mortgage, all such payments shall be credited to the amount of the principal remaining unpaid on said note to the extent they have not been used for the payment of taxes and assessments as provided herein.

This mortgage is upon the following express conditions:

That the mortgagor will pay on demand to the mortgagee, or the mortgagee may at its option add to the principal balance then due, any sums advanced or paid by the mortgagee on account of any default, of whatever nature, by the mortgagor, or any sums advanced or paid, whether before or after default, for taxes, repairs, improvements, insurance on the mortgaged property or any other insurance pledged as collateral to secure the mortgage loan, or any sums paid by the mortgagee, including reasonable attorney's fees, in prosecuting, defending, or intervening in any legal or equitable proceeding wherein any of the rights created by this mortgage are, in the sold judgment of the Association, jeopardized or in issue, for the breach of any of which the mortgagee shall have the statutory power of sale;

That upon default in any condition of the mortgage or note secured hereby existing for more than ninety days, or if the owner of the premises herein mortgaged shall convey any part thereof or any interest therein, or if proceedings to foreclose any junior mortgage thereon, or to enforce any junior trust deed or junior lien of any kind thereon, shall be instituted, or in the event of any levy or sale upon execution or other proceeding of any nature whereby the owner of said premises shall be deprived of his title or right of possession to said premises or any part thereof, then in either event the entire mortgage debt shall become due and payable on demand at the option of the mortgagee.

This mortgage is upon the statutory condition, for any breach of which, or for the breach of any other condition herein contained, the mortgagee shall have the statutory power of sale.

-^ Nellie M. Sears, wife of said mortgagor Albert W. Sears release to the mortgagee all rights of D O W E R and H O M E S T E A D and other interests in the mortgaged premises.

W I T N E S S our hands and seals this 8th day of October, 1938.

Albert W. Sears (seal)
Nellie M. Sears (seal)

Commonwealth of Massachusetts

Worcester, ss. October 8, 1938. Then personally appeared the above named Albert W. Sears and acknowledged the foregoing instrument to be his free act and deed, before me

Joseph H. Doyle Justice of the Peace
My commission expires Nov. 25, 1938.

Rec'd Oct. 13, 1938 at 3h. 35m. P. M. Ent'd & Ex'd.

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The Milford Federal Savings and Loan Association, a United States Corporation, with its place of business at Milford, Worcester County, Massachusetts, resulting from a legal conversion of the Milford Cooperative Bank, of said Milford, for consideration paid, grants to Charles J. Shanahan and Geraldine R. Shanahan, husband and wife, as tenants by

Milford Federal
Sav. & Loan
Assoc'n
to
Shanahan et ux.