

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. The mortgagor covenants and agrees that in case so much of the funds of the Association as are invested in loans secured by mortgages of taxable real estate shall not be exempt from a State tax, the mortgagor will on demand pay the said Association the same percentage on the debt secured hereby as it shall from time to time be required to pay as such State tax.

The mortgagor covenants and agrees that he shall keep the buildings now or hereafter standing on said land insured (when required by the mortgagee) against casualties and contingencies.

The mortgagor further covenants and agrees that a foreclosure of this mortgage shall forever bar him and all persons claiming under him from all rights to return premiums on cancellations, whether at law or in equity.

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 sole 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 or 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.

Wherever the words Mortgagor and Mortgagee are used herein they shall include their several heirs, executors, administrators, successors, grantees and assigns subject to the limitations of law and of this instrument, and if the context requires, the words Mortgagor and Mortgagee and the pronouns referring to them shall be construed as plural, neuter or feminine.

W I T N E S S our hands and seals this 25th day of October, 1939.

Silas H. Dudley (seal)  
Dorcas M. Dudley (seal)

Commonwealth of Massachusetts

Worcester, ss. October 25, 1939. Then personally appeared the above named Silas H. Dudley and Dorcas M. Dudley and acknowledged the foregoing instrument to be their free act and deed, before me

J. Laurence Doyle Notary Public

My commission expires May 12, 1944.

Rec'd Nov. 8, 1939 at 9h. A. M. Ent'd & Ex'd

\* \* \* \* \*

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

Milford Federal Savings and Loan Association, a United States corporation, resulting from the legal conversion of the Milford Co-operative Bank (for conversion see Worcester District Deeds, Book 2713, Page 572), and having its usual place of business at Milford, Worcester