

seven and one half acres, and is bounded as follows. viz. On the north, by land of Samuel Wales Doggett, west, by land of the children of Charles Batsworth, Pinkney Hastings, &c. South, by land of Merrill Kilborn, & east, by land of Adelia Eliza Filton Davenport, and the Eight Rod Road so called. All the foregoing parcels of land, being situated in Mendon, aforesaid.

Also, one undivided third part, of one half of seven and four acres of wood and sprout land, lying in common and undivided, with the children of the aforesaid Charles B. Hastings, situated in Dover, in the County of Norfolk and Commonwealth aforesaid, being all my interest in any land, in said Dover. Also, all my right, title, claim and interest to all the real estate, belonging to me in the Town of Braintree, in the County last mentioned and Commonwealth aforesaid.

Also, all my right, title, claim and interest, to Store No. 7, situated in India Street, in the City of Boston, in the County of Suffolk, and Commonwealth aforesaid. To have and to hold the above granted premises, with all the privileges and appurtenances to the same belonging, to the said Amariah D. Tolt, his heirs and assigns, to his & their use and behoof forever. And we the said grantors, for ourselves and our heirs, executors and administrators, do covenant with the said grantee and his heirs and assigns, that we are lawfully seized in fee simple of the aforesaid premises; that they are free from all incumbrances, except a mortgage of Nine hundred twenty-five dollars, held by T. D. Nelson & wife. That we have good right to sell and convey the same to the said grantee and his heirs and assigns forever, as aforesaid; and that we will and our heirs, executors and administrators, shall warrant and defend the same to the said grantee, and his heirs and assigns forever, against the lawful claims and demands of all persons, except said mortgage.

Provided, nevertheless, that if the said first named grantor, or his heirs, executors or administrators, shall pay unto the said grantee, or his executors, administrators or assigns, the sum of Five hundred dollars, in four months from the date hereof, and pay all taxes, levied or assessed upon, or on account of the said premises, then this deed, as also a certain promissory note, bearing even date with these presents, signed by said Seth H. Hayward, whereby for value received, he promises to pay the said grantee or order, the said sum, at the time aforesaid, shall both be absolutely void, to all intents and purposes. And provided also, that if default shall be made, in the payment of the money above mentioned, then it shall be lawful for the grantee, to sell