

to Hepsibeth A. Folger, by deed dated August 29, 1867, and recorded with Worcester District Deeds, Book 753, Page 539.

T O H A V E and T O H O L D the granted premises, with all the privileges, easements and appurtenances thereto belonging to the said Milford Savings Bank, and its assigns, to its and their use and behoof forever. And I do hereby, for myself and my heirs, executors and administrators, covenant with the said corporation, and its assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, except two certain mortgages now held by said Bank, on which there is now due \$200. and interest; that I have good right to sell and convey the same as aforesaid, and that I will and my heirs, executors and administrators shall W A R R A N T and D E - F E N D the same to the said corporation and its assigns forever against the lawful claims and demands of all persons.

P R O V I D E D N E V E R T H E L E S S that if the said grantor or his heirs, executors administrators, or assigns shall pay unto the said corporation, or its assigns the sum of One Hundred Dollars on demand, with interest semi-annually at the rate of five per cent per annum, payable on the first day of March and September in each year, until the principal shall be paid, both principal and interest being payable at said Savings Bank, in Milford; and until such payment shall pay all taxes and assessments on the granted premises, to whomsoever laid or assessed; shall keep the buildings thereon insured against fire in a sum not less than One Hundred Dollars for the benefit of said corporation, and its assigns, in such form and at such insurance office as it or they shall approve, 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 certain promissory note of even date herewith signed by the said Rowland Folger whereby he promises to pay to the said corporation, or order the said sum and interest as aforesaid shall be void. But upon any default in the performance or observance of the foregoing conditions, or either of them, the said corporation or its 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, by public auction in said Milford, first publishing a notice of the time and place of sale once each week, the first publication to be not less than twenty-one days before the day of sale, for three successive weeks in one or more newspapers published in said County of Worcester and in its or their own name or names or as the attorney of the said grantor 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 the grantor and all persons claiming under him 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 said corporation or its assigns 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 reason of any failure or default on the part of the said grantor, or his representatives to perform and fulfill the conditions of this deed, or any covenant or agreement herein contained, rendering the surplus, if any, to the said grantor or his heirs or assigns. And it is agreed that, in case any sale shall be made as aforesaid, the grantor or his heirs or assigns will, upon request, execute acknowledge and deliver such further deeds or instruments as may be necessary or proper to confirm such sale, and to vest a perfect title to the premises sold in the purchaser thereof, that the said corporation or its assigns or any person or persons in its or their behalf, may purchase at such sale, and that no other purchaser shall be answerable for the application of the purchase money; and that, until default in the performance of the conditions of this deed, the grantor and his heirs and assigns may hold and enjoy the granted premises and receive the rents and profits thereof.

I N W I T N E S S W H E R E O F I, the said Rowland Folger, a single man, have hereunto set my hand and seal this twenty-eighth day of October in the year one thousand nine hundred and five.

Signed, sealed and delivered

in the presence of

J. E. Walker.

Rowland Folger

(seal)

Commonwealth of Massachusetts.

Worcester, ss, October 28, 1905. Then personally appeared the within-named Rowland Folger and acknowledged the foregoing instrument to be his free act and deed, before me,-

J. E. Walker,

Justice of the Peace.

Rec'd. Oct. 30, 1905, at 8 h. 30 m. A. M.

Ent'd. & Ex'd.

Attest:

Samuel Hunt

Register.

K N O W A L L M E N B Y T H E S E P R E S E N T S, that I, Welcome J. Cutler of Milford, in the County of Worcester and Commonwealth of Massachusetts, in consideration of Fifty Dollars paid by Lutheria M. Alger and Jennie M. Pitts both of Uxbridge in said Worcester

Cutler
to
Alger et al.