

See Assignment,  
B.2061 P.300

See Deed & Aff.  
of Sale  
B.2167 P.86

See Book 2488  
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County, the receipt whereof is hereby acknowledged, do hereby G I V E, G R A N T, B A R G A I N, S E L L and C O N V E Y unto the said Lutheria M. Alger, and Jennie M. Pitts, a certain parcel of land with the buildings thereon situated in the town of MENDON, and bounded easterly by an old back road and land formerly of Alanson S. Freeman; southerly by land formerly of Enos T. Albee; westerly by the road from Mendon Centre to Millville. Being the same premises described in a deed from James T. Warner to the said Lutheria M. Alger dated March 22, 1897, and recorded in Worcester District Deeds, Book 1530, Page 618, which premises were conveyed this day by the grantees to the grantor by deed to be recorded herewith.

T O H A V E and T O H O L D the granted premises, with all the privileges and appurtenances thereto belonging to the said Lutheria M. Alger and Jennie M. Pitts and their respective heirs and assigns to their own use and behoof forever. And I hereby for myself and my heirs, executors and administrators, covenant with the grantees and their heirs and assigns that I am lawfully seized in fee simple of the granted premises; that they are free from all incumbrances, except as aforesaid; 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 grantees and their heirs and 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 I or my heirs, executors, administrators or assigns shall pay unto the grantees or their executors, administrators or assigns the sum of Fifty Dollars on demand, with interest semi-annually at the rate of six per cent per annum, and until such payment shall pay all taxes and assessments, to whomsoever laid or assessed, whether on the granted premises, or on any interest therein, or on the debt secured hereby; shall keep the buildings on said premises insured against fire in a sum not less than grantee's interest for the benefit of the grantees and their executors, administrators and assigns, in such form and at such insurance offices as they shall approve, and at least two days before the expiration of any policy on said premises shall deliver to either of them a new and sufficient policy to take the place of the one so expiring; 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 note of even date herewith, signed by me whereby I promise to pay to the grantee or order the said principal sum and instalments of interest at the times aforesaid, shall be void. But upon any default in the performance or observance of the foregoing condition, the grantees or their executors, administrators or 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 Mendon, first publishing a notice of the time and place of sale once each week for three successive weeks in some one newspaper published in said County and 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 me and all persons claiming under me from all right and interest in the granted premises, whether at law or in equity. And out of money arising from such sale the grantees or their representatives 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 them by reason of any default in the performance or observance of the said condition, rendering the surplus, if any, to me or my heirs or assigns; and I hereby for myself and my heirs or assigns, covenant with the grantee and their heirs, executors, administrators and assigns, that, in case a sale shall be made under the foregoing power I or they will upon request, execute, acknowledge and deliver to the purchaser or purchasers a deed or deeds of release confirming such sale, and said grantee and their assigns are hereby appointed and constituted the attorney or attorneys irrevocable of the said grantor to execute and deliver to the said purchaser a full transfer of all policies of insurance on the buildings upon the land covered by this mortgage at the time of such sale. And it is agreed that the grantee or their executors administrators or assigns or any person or persons in their behalf, may purchase at any sale made as aforesaid, and that no other purchaser shall be answerable for the application of the purchase money; and that, until default in the performance or observance of the condition of this deed I and my 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 Welcome J. Cutler, unmarried, hereunto set my hand and seal this twenty-fourth day of October in the year one thousand nine hundred and five.

Signed and sealed in presence of

Welcome J. Cutler (seal)

Commonwealth of Massachusetts.

Worcester, ss. October-1905. Then personally appeared the above-named Welcome J. Cutler and acknowledged the foregoing instrument to be his free act and deed, before me,-