

which there is now nine hundred fifty dollars (\$950.00).

It is hereby agreed between the mortgagees named herein that Morris J. Price is the owner of one-half interest in said mortgage, David Feigen-son, the owner of one-quarter interest in said mortgage, and Israel Feigen-son, the owner of one-quarter interest in this mortgage.

This mortgage is upon the statutory condition, for any breach of which the mortgagees shall have the statutory power of sale.

W I T N E S S my hand and seal this seventeenth day of January, nineteen hundred and nineteen.

Bessie Zitowitz (seal)

Commonwealth of Massachusetts.

Worcester, ss. January 17, 1919. Then personally appeared the above-named Bessie Zitowitz and acknowledged the foregoing instrument to be her free act and deed, before me

Louis E Feingold Justice of the Peace.

My commission expires Aug. 6, 1921.

Rec'd Jan. 17, 1919, at 4h. 54m. P. M. Ent'd & Ex'd.

\* \* \* \* \*

Cutler  
to  
Alger

W H E R E A S Welcome J. Cutler of Mendon in the County of Worcester and Commonwealth of Massachusetts, did by mortgage deed, dated October 24th 1905 and recorded in Worcester District Registry of Deeds, Book 1818 Page 129 convey the real estate hereinafter described, to Lutheria M. Alger and Jennie M. Pitts, and assigned to Herbert A. Alger and whereas in and by said mortgage deed the grantees therein named, and their executors, administrators, or assigns were authorized and empowered upon any default in the performance or observance of the condition of said mortgage to sell the said premises, with all improvements that might be thereon, at public auction first publishing a notice, as therein required, and to convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple; and whereas there has been such default, and notice has been published, and a sale has been made, as will more particularly appear in and by the affidavit hereto subjoined.

N O W T H E R E F O R E K N O W A L L M E N, that I the said Herbert A. Alger by virtue and in execution of the power contained in said mortgage deed as aforesaid, and of every other power, me hereto enabling, and in consideration of the sum of Fifty Dollars to me paid by said Herbert A. Alger, the receipt whereof is hereby acknowledged, do hereby 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 Herbert A. Alger his heirs and assigns forever, all and singular, the premises conveyed by the aforesaid mortgage deed, namely: "A certain parcel of land, with buildings thereon, situated in the Town of MENDON, Massachusetts, and bounded easterly by an old back road and land formerly of Alan-son S. Freeman; southerly to land formerly of Enos. T. Albee; westerly by the road from Mendon center to Millville. Being the same premises de-scribed in the deed of James T. Warner to Lutheria M. Alger dated March 22, 1897, and recorded in Worcester District Deeds, Book 1530, Page 618, and the same premises conveyed to said Welcome J. Cutler by the said Lutheria M. Alger by deed dated October 24th, 1905 to be recorded in said Registry of Deeds."

T O H A V E and T O H O L D the same to the said Herbert A. Alger and his heirs and assigns, to their own use and behoof forever. I N W I T N E S S W H E R E O F, I the said Herbert A. Alger hereun-to set my hand and seal this tenth day of January in the year one thousand nine hundred and nineteen.

Signed and sealed in presence of

Herbert A Alger (seal)

Commonwealth of Massachusetts.

Worcester ss. January 10th 1919. Then personally appeared the above-named Herbert A. Alger and acknowledged the foregoing instrument to be his free act and deed; before me,

Francis P. Brady Notary Public.

Rec'd Jan. 17, 1919, at 4h. 58m. P. M. Ent'd & Ex'd.

\* \* \* \* \*

Alger  
Affidavit

A F F I D A V I T. I, Herbert A. Alger, assignee of the mortgagee named in the foregoing deed, on oath depose and say that default has been made in the payment of the principal and interest mentioned in the condition of the mortgage deed above referred to, the said principal when it became payable, not having been at that time, or at any other time, paid or tendered to any person authorized to receive the same; and that, pursuant to the provisions of said mortgage and to the requirements of the Statutes of the Commonwealth of Massachusetts, I published once a week for three successive weeks, to wit: on the 5th, 12th and 19th days of December