

with the grantee and her heirs and assigns that I am lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall

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WARRANT and DEFEND the same to the grantee and her heirs and assigns forever against the lawful claims and demands of all persons. PROVIDED NEVERTHELESS that if I, or my heirs, executors, administrators, or assigns, shall pay unto the grantee, or her executors, administrators, or assigns, the sum named in a note of even date herewith, with interest semi-annually at the rate of five 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 what is reasonable for the benefit of the grantee, and her executors, administrators, and assigns, in such form and at such insurance offices as 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 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 grantee, or her 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 Charlton first publishing a notice of the time and place of sale once each week for three successive weeks in some one newspaper published in Worcester 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 grantee or her 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 and assigns, covenant with the grantee and her 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 it is agreed that the grantee, or her 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.

IN WITNESS WHEREOF I the said Elida M. Capen single woman hereunto set my hand and seal this eleventh day of April in the year one thousand nine hundred and ten (1910)

Signed, sealed, and delivered
in presence of
J. R. Kane Elida M. Capen (seal)
Commonwealth of Massachusetts.

Worcester ss. April 10 1910. Then personally appeared the above-named Elida M. Capen and acknowledged the foregoing instrument to be her free act and deed, before me.

Jerry R Kane Justice of the Peace.

Rec'd April 20, 1910, at 11h. 33m. A. K. Ent'd & Ex'd.

* * * * *

KNOW ALL MEN BY THESE PRESENTS that we, Charlotte A. Snow and Mary E. Dudley, both of Mendon, in the County of Worcester and Commonwealth of Massachusetts, and Silas A. Dudley of Corona, in the County of Riverside and State of California, in consideration of One Dollar and other valuable considerations, paid by George H. Taft of said Mendon, the receipt whereof is hereby acknowledged, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said George H. Taft two certain tracts of land, both situated in said MENDON.

Snow et ali.
to
Taft

The first tract has farm buildings thereon, and comprises the homestead farm of our father, Edward Dudley, is situated on the northerly side of the road leading from Mendon to Milford and the easterly side of the road leading from Mendon to Upton, and is bounded as follows: Beginning at the southwesterly corner of the premises, at the junction of said roads; thence running northerly with said Upton road to land formerly of Liberty Freeman, recently deceased, at a fence; thence easterly with said land and fence, about 120 feet to a corner; thence northerly with said