

Milford Sav. Bank
Affidavit

A F F I D A V I T I, Percy L. Walker, the Treasurer and duly authorized agent of the Milford Savings Bank, on oath depose and say, on behalf of the said Corporation, 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 and interest not having been at the time when it became payable, or at any time, paid or tendered to any person authorized to receive the same; and that, pursuant to the provisions of said mortgage deed and to the requirements of the Statutes of the Commonwealth of Massachusetts, the said Milford Savings Bank published on the twenty-sixth day of April and third and tenth days of May, 1937, in the Milford Daily News, a newspaper published in Milford, aforesaid, a notice of which the following is a true copy:

Mortgagee's Sale of Real Estate

By virtue and in execution of the power of sale contained in a certain mortgage deed given by Edward T. Powers to the Milford Savings Bank, dated May 1, 1929, and recorded with Worcester District Deeds, Book 2493, Page 582, for breach of the condition of said mortgage and for the purpose of foreclosing the same will be sold at public auction on the premises hereinafter described on Friday, the twenty-first day of May, 1937, at eleven o'clock in the morning, all and singular the premises conveyed by said mortgage deed and therein substantially described as follows, namely Certain premises, being all the same premises described in deed of Clarence A. Taft to said Edward T. Powers, dated May 5, 1914, recorded with Worcester District Deeds, Book 2053, Page 39, and bounded and described in said deed as follows, to wit:- "The land in said Town of MENDON situated on the easterly side of North Avenue (so-called) in that Town, and bounded and described as follows, viz:- Beginning at a point in the easterly line of said North Avenue, at the southwesterly corner of land this day conveyed to Walter F. Durgin, which point is one hundred and eight and 5-10 feet southerly from the southwesterly corner of North Avenue and "Post Lane" (so called); thence N. 53 degrees 15 minutes E. one hundred and eighty feet, to a corner bounding northerly on said Durgin land; thence S. 20 degrees 15 minutes E. two hundred forty six and 66-100 feet to a corner, bounding easterly on other land of the grantor; thence S. 62 degrees 30 minutes W. one hundred and eighty feet to the easterly line of North Avenue, bounding southerly on land of Harriet E. Freeman; thence N. 18 degrees 30 minutes W. two hundred and seventeen feet, by and with said avenue, to the point of beginning.

The grantee agrees to erect and maintain a suitable fence one hundred and eighty five feet in length, starting from the land of Harriet E. Freeman."

Said premises will be sold subject to all unpaid municipal taxes, tax sales, assessments and liens, if any.

Five hundred dollars will be required to be paid in cash at the time of sale, other terms at sale.

Milford Savings Bank, Mortgagee.

And I further depose and say that, pursuant to said notice and at the time and place therein appointed, the said default still continuing, the said Milford Savings Bank sold the premises conveyed by said mortgage deed at public auction by Gilbert C. Eastman, a duly licensed auctioneer, to above named for the sum of Twenty-two Hundred Dollars which amount was bid by the said Abner Spencer and was the highest bid made therefor at said auction.

W I T N E S S my hand this 28th day of May A. D. 1937.

Percy L. Walker

The Commonwealth of Massachusetts

Worcester ss. May 28, 1937. Then personally appeared the above named Percy L. Walker and made oath that the foregoing statement by him subscribed is true, before me

Clifford A. Cook Justice of the Peace

My commission expires Sept. 10, 1937.

Rec'd June 1, 1937 at 9h. A. M. Ent'd & Ex'd

* * * * *

Spencer
to
Powers
3-\$1.00 Stamps
Cancelled

I, Abner Spencer of Milford, Worcester County, Massachusetts for consideration paid, grant to James H. Powers of Milford, with W A R R A N T Y covenants the land in MENDON, situated on the easterly side of North Avenue (so-called) in that Town and bounded and described as follows viz., Beginning at a point in the easterly line of said North Avenue, at the southwesterly corner of land this day conveyed to Walter F. Durgin, which point is one hundred and eight and 5-10 feet southerly from the southwesterly corner of North Avenue and "Post Lane" (so-called); thence N. 53 degrees 15 minutes E. one hundred and eighty eight feet, to a corner bounding northerly on said Durgin land; thence S. 20 degrees 15 minutes E. two hundred forty six and 66-100 feet to a corner, bounding easterly on other land of the grantor; thence S. 62 degrees 30 minutes W. one hundred and eighty feet to the easterly line of North Avenue, bounding