

heirs and assigns, forever, against the lawful claims and demands of all persons.

Provided, nevertheless, that if the said Benjamin Webster, his heirs, executors, or administrators, pay to the said Simon H. Sibley, his heirs, executors, administrators, or assigns, the sum of two hundred dollars to be paid, in four months at Leicester Bank, then this deed, as also a certain note bearing date with these presents, given by the said Benjamin Webster to the said Simon H. Sibley to pay the same sum at the time aforesaid, shall both be void; otherwise shall remain in full force. In witness whereof, I,

the said Benjamin Webster, have hereunto set my hand and seal this fourteenth day of July, in the year of our Lord one thousand eight hundred and forty nine.

Signed, sealed, and delivered, } Benjamin Webster (seal)
 in presence of { Worcester, fs, July 14, 1849. Then the above-named Benjamin Webster
 James Draper } acknowledged the above instrument to be his free act and deed -
 Thos. H. Shovey } Before me, James Draper, Just. of Peace.
 Recd, July 29th, 1849 at 1^h 50^m P. M., Ent. & Ex. By Alex. H. Wilder, Reg.

Davenport George
 to
 Joseph Cummings.

I know all men by these presents, that I, George Davenport, of Mendon, in the County of Worcester, & Commonwealth of Massachusetts, in consideration of four hundred & eighty five dollars, paid me by Joseph Cummings, of Upton, in said County, the receipt whereof I do hereby acknowledge, do hereby grant, sell, and quit-claim unto the said Joseph Cummings, his heirs and assigns, all my right, title, claim, and demand, both in Equity & at Law, in and unto two certain pieces or parcels of Land, described as follows, viz: The first situated in Mendon, aforesaid, on the Westerly side of the Providence & Worcester road, so called, & more fully described in a deed from Charles Davenport, to me, bearing date the fourteenth day of September, A.D. 1847, to which deed reference is made for a more particular description; said deed being recorded in the Registry of Deeds, at Worcester, Book 426, p. 589; with the privileges & appurtenances. The second

piece is situated in said Mendon, on the Westerly side of the aforesaid road adjoining to the first piece, on the North of the same, with a small house & shop standing thereon, containing fifty rods, more or less, and is the first piece of land described in a deed from David Davenport, as Guardian, to me, bearing date the eighth day of July, in the year 1847, & recorded in the Registry of Deeds, at Worcester, Book 426, Page 590.

Both the above named pieces being the same described in a Mortgage deed from me to Joseph Cummings, dated October 25th A.D. 1848.

To have and to hold, the same to the said Joseph Cummings, his heirs and assigns, to his and their use and behoof forever. And I do covenant to warrant and defend said granted and quit-claimed premises to the said Joseph Cummings, his heirs and assigns forever, against the lawful claims and demands of all persons, claiming by or under me. In witness

whereof, I, the said George Davenport, have hereunto set my hands and seals this twenty fifth day of July, in the year of our Lord, one thousand eight hundred and forty nine.