

save the said Melcome, Staples his heirs, executors & administrators, harmless from ever being called on or required to pay said note and mortgage or any part thereof, and from all loss, cost, trouble and expense by reason thereof, the amount secured by the said mortgage is included in the above consideration. The grantor is to be allowed to occupy the premises free of rent, untill the first day of April A.D. 1865. To have and to hold the above granted premises, with the privileges and appurtenances thereto belonging, to the said Thomas J. Nurgent his heirs and assigns, to his and their use and behoof forever. And I, the said grantor for me and my heirs, executors and administrators, do covenant with the said grantee and his heirs and assigns, that I am lawfully seized in fee simple of the above granted premises that they are free from all incumbrances, except dower of Matic Arnold, for which I hold a lease, the rent whereof I am to pay for her life, the rights of way of H. B. & J. M. Staples & of G. Fletcher to and from the meadow tract owned respectively by said Fletcher & by said H. B. & J. M. Staples, also the mortgage before mentioned, that I have a good right to sell and convey the same to the said grantee, and his heirs and assigns forever as aforesaid, and that I will and my heirs, executors and administrators shall warrant and defend the same to the said grantee, his heirs and assigns forever, against the lawful claims and demands of all persons, except against said rights of way and said mortgage.

In witness whereof I, the said Melcome, Staples, also meaning fully, to release all homestead rights in the premises on the same condition, have hereunto set my hand and seal this twenty second day of October in the year of our Lord, eighteen hundred and fifty four.

Signed, sealed and delivered, Melcome Staples
 in presence of us
 H. B. Staples —

Commonwealth of Mass.
 Worcester ss.