

And I hereby for myself and my heirs, executors, and administrators, covenant with the grantee and his heirs and assigns that I -A 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 warrant and defend the same to the grantee and his 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 his executors, administrators or assigns the sum of twelve hundred fifty dollars on demand 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 fifteen hundred

dollars, for the benefit of the grantee and his executors, administrators and assigns in such form and at such insurance offices as they shall approve, and, at least two days before the expiration of any policy on said premises, shall deliver to him or them a new and sufficient policy to take the place of the one so expiring; 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 his 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 Mendon

first publishing a notice of the time and place of sale once each week for three successive weeks in some one newspaper published in said County of Worcester

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 ~~the~~ money arising from such sale the grantee or his 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 his 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 his 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.

And for the consideration aforesaid, I, Frances J. Jenks, wife of Edgar H. Jenks, do hereby release unto the said grantee, and his heirs and assigns all right of or to both DOWER and HOMESTEAD in the granted premises.

In witness whereof we, the said Edgar H. Jenks and Frances J. Jenks

here unto set our hands and seals this sixteenth day of April in the year one thousand nine hundred and three.

Signed, sealed and delivered in presence of

Henry A. Whitney

Edgar H. Jenks (seal)

Frances J. Jenks (seal)

Commonwealth of Massachusetts.

Worcester ss. April 16, 1903. Then personally appeared the above-named Edgar H. Jenks and acknowledged the foregoing instrument to be his free act and deed, before me—

Henry A. Whitney, Justice of the Peace.

Received Apr. 18, 1903 at 8 h. 30 m. A. M. Entered and examined.

Attest: *Daniel Tuck* Register.