

Frank E. Mann Justice of the Peace
My commission expires Feb. 26, 1921.

Rec'd July 28, 1920, at 8h. 30m. A. M. Ent'd & Ex'd.

* * * * *

K N O W A L L M E N B Y T H E S E P R E S E N T S

Almoian et al.

to

Cunningham

See Discharge
B2361 P.550

that we, Jacob Almoian and Charles Aroyan of Cambridge, Mass., in consideration of Seventeen Hundred Dollars paid by John H. Cunningham of Milford, Mass., the receipt whereof is hereby acknowledged, do hereby G I V E, G R A N T, B A R G A I N, S E L L and C O N V E Y unto the said John H. Cunningham two certain tracts or parcels of land together with the buiddings thereon, situated in MENDON in the County of Worcester and Commonwealth of Massachusetts, the same being known as the Michael Head Farm and being more particularly described as follows: The first of said parcels containing one acre more or less, being the same and all of the same premises described in a certain deed of Katherine Foley to Michael Head dated April 3, 1891 and recorded with Worcester District Deeds, Book 1350, Page 4.

The second of said parcels being located north of an adjoining first parcel contains 27 acres more or less and is bounded, described and fully set forth in a certain deed given by Lucy E. Walker to Michael Head dated May 17, 1902 and recorded with Worcester District Deeds in Book 1384, Page 70. Being this day deeded to me. For further reference see Libro 1858 Folio 125.

T O H A V E and T O H O L D the granted premises, with all the privileges and appurtenances thereto belonging, to the said John H. Cunningham and his heirs and assigns, to their own use and behoof forever. And we hereby for ourselves and our heirs, executors, and administrators, covenant with the grantee and his heirs and assigns that we are lawfully seized in fee-simple of the granted premises; that they are free from all incumbrances; that we have good right to sell and convey the same as aforesaid; and that we will and our heirs, executors, and administrators shall W A R R A N T and D E F E N D the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons.

P R O V I D E D N E V E R T H E L E S S that if we, or our heirs, executors, administrators, or assigns, shall pay unto the grantee, or his executors, administrators, or assigns, the sum of Seventeen Hundred Dollars on demand from this date, with interest semi-annually at the rate of six per centum 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 us whereby we 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 Milford the first publication of such notice to be not less than twenty-one days before the day of sale 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 us and all persons claiming under us 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 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 us or our heirs or assigns; and we hereby, for ourselves and our heirs or assigns, covenant with the grantee and his heirs, executors, administrators, and assigns, that, in case a sale shall be made under the foregoing power, we or they will upon request, execute, acknowledge, and deliver to the purchaser or purchasers a deed or deeds of release confirming such sale, and said grantee and his assigns are hereby appointed and constituted the attorney or attorneys irrevocable of the said grantor to execute and deliver to the said purchaser a full transfer of all policies