

hereby acknowledged, do give, grant, sell, and convey unto the said Joseph L. Davenport, his heirs and assigns, the following described piece of land situated in said Mendon and bounded as follows, to wit: Beginning at the South-westerly corner of William T. Metcalf's lot on the Northwesterly side of the County road leading from Mendon to Uxbridge; thence running Northwesterly, bounding Northeasterly on land of William T. Metcalf and land of the grantor, fourteen rods to a stake at the corner; thence turning Westerly, bounding Northerly on land of the grantor, eight rods and a half rods to a stake at the Northwesterly corner; thence running Southerly, bounding Westerly on land of the grantor, thirteen rods two and half links to the road; thence running Easterly, bounding Southerly on said road five and a half rods to an angle; thence continuing Easterly bounding Southerly on said road six rods to the point of beginning, containing one hundred and thirty seven rods. It is agreed and understood in part consideration of this deed, that the said grantee shall build and maintain a good and sufficient fence, against the land of the grantor, and also that the grantee shall not by himself or by those claiming under him, erect any buildings upon the above described premises on a line further South than a line running with the Southerly fronts of W. T. Metcalf's dwelling house and the dwelling house of the grantor. Also, reserving to Holland Albee and his heirs or assigns the right which he now enjoys of conducting the water across the Northerly end of the above described premises in a pipe.

To have and to hold the afore-granted premises, to the said Joseph L. Davenport, his heirs and assigns, to his and their use and behoof forever. And I, do for myself, my heirs, executors, and administrators, covenant with the said Joseph L. Davenport, his heirs and assigns, that I lawfully seized in fee of the afore-granted premises; that they are free of all incumbrances; excepting as above written; that I have good right to sell and convey the same to the said Joseph L. Davenport; and that I will warrant and defend the same premises to the said Joseph L. Davenport, his heirs and assigns forever, against the lawful claims and demands of all persons.

In witness whereof, we, the said Aaron L. Cook and Susan Cook, wife of the said Aaron, in token of her voluntary relinquishment of dower in said estate, have hereunto set our hands and seals this twenty first day of January, in the year of our Lord one thousand eight hundred and fifty.

Aaron L. Cook (seal)

Signed, sealed, and delivered;

Susan Cook (seal)

in presence of { Commonwealth of Massachusetts, Worcester, ss. 22 January, 1850.
 David Davenport } Then personally appeared the within named Aaron L. Cook, and acknowledged
 the within instrument to be his free act
 and deed - before me, David Davenport, Justice of the Peace.
 Recd April 23^d, 1850, at 10th 25 A.M., Ent'd & Ex'd By Alex H. Wilder Reg't