

Cook Aaron L.

to

Joseph G. Davenport,

Know all men by these presents, that I, Aaron L. Cook, of Mendon, in the County of Worcester, and Commonwealth of Massachusetts, yeoman, in consideration of one hundred fifty two $\frac{88}{100}$ dollars, paid by Joseph G. Davenport, of said Mendon, in said County, and Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, do give, grant, sell and convey unto the said Joseph G. Davenport, his heirs and assigns, the following described piece of real estate situated in said Mendon, and bounded as follows, to wit: Beginning at the Southeasterly corner on the Northerly side of the "Old Hartford Turnpike", so called, at a corner of land belonging to the grantee, thence running Northerly, bounding Easterly on land of the grantee, 13 rods $\frac{3}{4}$ links to a stake at land of the grantor; thence running Westerly, bounding (bounding) Northerly on land of the grantor 3 rods 1 link to a stake and stones at the Northwesterly corner, thence running Southerly, bounding Westerly on land of the grantor 12 rods $\frac{9}{16}$ links to a stake and stones on the Northerly side of said "Old Hartford Turnpike", thence running Easterly, bounding Southerly on said Old Hartford Turnpike, 3 rods $\frac{3}{4}$ link, to the point of beginning; containing 38, 22 square rods. Reserving to Holland Albee or those who may claim by or under him, the right of conducting the water across the Northerly end of said premises in a pipe where it is now laid; and the said Joseph G. Davenport or those who may hold by or under him are to build and maintain a good and sufficient fence against the land of the grantor; and it is also agreed and understood, that neither the said Davenport, nor those who may claim or possess by or under him shall erect or build any house or other building on a line further South, upon the premises, than a line extending from the Southerly front of said Cook's dwelling house to the Southerly front of William J. Metcalf's dwelling house.

To have and to hold the

afore-granted premises, to the said Joseph G. 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 G. Davenport, his heirs and assigns, that I am lawfully seised in fee of the afore-granted premises; that they are free of all incumbrances; that I have good right to sell and convey the same to the said Joseph G. Davenport; and that I will warrant and defend the same premises to the said Joseph G. 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 L. Cook, in token of relinquishment of her right of dower, in said estate have hereunto set our hands and seals this thirteenth day of April, in the year of our Lord, one thousand eight hundred and fifty.

Aaron L. Cook (seal)

Susan Cook (seal)

in presence of { Commonwealth of Massachusetts. Worcester, as 12 April, 1850. Then David Davenport personally appeared the within named Aaron L. Cook, and ac - George Rawson, - knewledged the within instrument to be his free act and deed -

Before me, David Davenport, Justice of the Peace.

Recd. April 23^d 1850, at 10^h 25^m A.M. Ent^d of Ex^d, 83^y Alex. H. Wilder Reg^r