

effects.

PROVIDED ALWAYS and it is hereby agreed that if at any time during the term of this lease the lessee or his successors and the beneficiaries claiming under said trust shall cease to use said leased premises for the purposes and the uses of the trust hereinbefore mentioned, then and in such case, immediately this present lease and everything herein contained shall cease and be void, without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition herein contained; and then and in such case, the lessor shall have the right without any notice or demand to enter upon said premises and thereby determine the estate hereby created, and may thereupon expel and remove the lessee or his successors and those claiming under him and their effects.

It is also understood and agreed by the parties hereto that nothing herein contained shall operate to defeat the right of the lessee, his successors and the beneficiaries claiming under him, to remove any and all buildings erected by them upon said leased premises at the termination of this lease at any time and for any cause.

IN WITNESS WHEREOF the said parties hereto and to another instrument of like tenor have interchangeably set their hands and seals the day and year first above written.

Signed in presence of
H. A. Billings

Charles E. Guild (seal)
Clare H. Draper (seal)

Commonwealth of Massachusetts.

Worcester ss. July 8, 1904. Then personally appeared the above-named Charles E. Guild and acknowledged the foregoing instrument to be his free act and deed, before me,

Clifford A. Cook, Justice of the Peace.

Rec'd July 16, 1904 at 11h. 52m. A. M. Ent'd & Ex'd.

Attest:

David Hunt Register.

KNOW ALL MEN BY THESE PRESENTS that I, J. Lester Morgan of Milford, in the County of Worcester and Commonwealth of Massachusetts, in consideration of One Dollar and other valuable considerations paid by Lucius E. Heath of said Milford, the receipt whereof is hereby acknowledged, do hereby RELEASE, and forever QUITCLAIM unto the said Lucius E. Heath, a certain lot of land on the westerly side of a private way, 33 feet wide, called Mead Street, leading northerly from Main Street, in said MILFORD, being lot 3 on "Plan of land of S. W. Hayward Estate, surveyed by G. C. Eastman C. E., June 1904" recorded with Worcester District Deeds, plan book 9, page 6, together with a right of way over the streets as shown on said plan, except Samuel Street.

TO HAVE and TO HOLD the granted premises, with all the privileges and appurtenances thereto belonging to the said Lucius E. Heath and his heirs and assigns, to their own use and behoof forever.

IN WITNESS WHEREOF I, the said J. Lester Morgan, single, hereunto set my hand and seal this fifteenth day of July in the year one thousand nine hundred and four.

Signed, sealed and delivered

in presence of

Clifford A. Cook

J. Lester Morgan (seal)

Commonwealth of Massachusetts.

Worcester ss. July 15, 1904. Then personally appeared the above-named J. Lester Morgan and acknowledged the foregoing instrument to be his free act and deed, before me,

Clifford A. Cook, Justice of the Peace.

Rec'd July 16, 1904 at 11h. 52m. A. M. Ent'd & Ex'd.

Attest:

David Hunt Register.

KNOW ALL MEN BY THESE PRESENTS that whereas I, Lucius E. Heath of Milford, in the County of Worcester, and Commonwealth of Massachusetts, was duly appointed commissioner to make partition of real estate in said Milford by making sale and conveyance thereof, as more fully appears by a warrant of the Probate Court within and for the County of Worcester, dated March 3, 1904 reference thereto being made, and whereas said Commissioner has taken the oath required by law and given public notice of the time and place of the sale of the premises described in said warrant by publishing a notification thereof once in each week for three successive weeks in the Milford Daily Journal, a newspaper published in said Milford and under and by virtue of the power me thereunto enabling have sold a part of the real estate described in said warrant at public auction at the time and place fixed in said notice to Luigi Cenedella of said Milford for the sum of One Hundred Twenty Dollars, which amount was bid by the said Luigi Cenedella and was the highest bid made therefor at said auction.

NOW THEREFORE in consideration of the said sum of One Hun-

Morgan

to

Heath

Heath, Comm'r.

to

Cenedella