And for the consideration aforesaid I, Elmyra R. Quimby, wife of the said Jesse L. Quimby, hereby release unto the grantee and his heirs and assigns all right of or to both DOWER and HOMESTEAD in the granted premises, and all other rights and interests therein.

IN WITNESS WHEREOF we, the said Jesse L. Quimby and Elmyra R. Quimby, hereunto set our hands and seals this twenty-third day of May, in the year one thousand nine hundred and twelve.

Signed and sealed in presence of

Wendell Williams

Jesse, L. Quimby Elmyra R. Quimby

(seal) (seal)

Commonwealth of Massachusetts.

Worcester, ss. May 23, 1912. Then personally appeared the above-named Jesse L. Quimby and acknowledged the foregoing instrument to be his free act and deed, before me-

Wendell Williams Justice of the Peace. Rec'd June 17, 1912, at 9h. 54m. A. M. Ent'd & Ex'd

Quimby

to

Spindel

See Discharge B.2074P.143

3.5

MEN ВЧ THESE KNOW ALL PRESENTS that I, Oramandel Quimby, of Mendon, in the County of Worcester, and Commonwealth of Massachusetts in consideration of Six Hundred Dollars, paid by Jennie L. Spindel, of Holliston, in the County of Middlesex, and Commonwealth aforesaid, the receipt whereof is hereby acknowledged, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said Jennie L. Spindel, a certain tract of land situated in said MEN-DON, on the southerly side of the road leading therefrom to Uxbridge, bound+ ing on Nipmuck Pond, so-called, and bounded and described as follows, viz:-: Commencing at the north-easterly corner of the granted premises at land belong to George E. Draper and Henry W. Gaskill, and in the southerly line of said road at a point measured fifty feet westerly on said line from a drill hole in a stone; thence westerly fifty feet with line of said road to a point; thence running south 54° east 164 feet with land of Jesse Quimby, to said pond; thence easterly with said pond to said Draper and Gaskill land; thence with said Draper and Gaskill land, north 54° W. 190 feet more or less, to the point of beginning. Being the same premises conveyed to me by deed of John T. Manson, dated May 18th 1908, and recorded with Worcester District Deeds, Book 1880, Page 64. These premises are conveyed subject to the strict condition mentioned in said deed of Manson to

TO HAVE and TO HOLD the granted premises, with all the privileges and appurtenances thereto belonging, to the said Jennie L. Spindel and her heirs and assigns, to their own use and behoof forever. And I hereby for myself and my heirs, executors and administrators covenant with the grantee and her heirs and assigns that I am lawfully seized in fee simple of the granted premises, that they are free from all incumbrances except said condition 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 her heirs and assigns forever against the lawful claims and demands of all persons, except as above

sons, except as above PRŌVIDED NEVERTHELESS that if I, or my heirs, executors, administrators or assigns shall pay unto the grantee, or her executors, administrators or assigns, the sum of Six Hundred Dollars payable as follows, viz: One hundred and twenty dollars, annually from this date, follows, viz: with interest semi-annually at the rate of six 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 six hundred dollars, for the benefit of the grantee, and her 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 her 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 certain 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 time aforesaid, shall be void. But upon any default in the performance or observance of the foregoing condition, the grantee, or her 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 Worcester County and may convey the same by proper deed or deeds to the purchaser or purchasers absolutely and