

Said premises are subject to a mortgage given to the Milford Co-operative Bank and all unpaid taxes.

Consideration less than \$100.00; no stamps required.

W I T N E S S my hand and seal this 17th day of October, 1938.

Olive F. Mathewson (seal)

Commonwealth of Massachusetts

Worcester, ss. October 17, 1938. Then personally appeared the above named Olive F. Mathewson and acknowledged the foregoing instrument to be her free act and deed, before me

Joseph H. Doyle Justice of the Peace

My commission expires Nov. 25, 1938

Rec'd Oct. 18, 1938 at 4h. 19m. P. M. Ent'd & Ex'd

* * * * *

We, John D. Daigle and Mary A. Daigle, husband and wife, and Rita M. Daigle, unmarried, as joint tenants, all of Milford, Worcester County, Massachusetts, for consideration paid, grant to the Milford Federal Savings and Loan Association a United States corporation doing business in Milford, Worcester County, Massachusetts, with M O R T G A G E covenants, to secure the payment of Twenty-four Hundred Dollars with interest from the date hereof at the rate of $\frac{1}{4}$ per cent per annum on the unpaid balance, principal and interest payable in installments of Nineteen and $\frac{46}{100}$ Dollars on the first day of each and every month, beginning on the first day of November, 1938, to be applied first to the interest on the unpaid balance and the remainder to principal, until said debt is paid in full; with the right to make additional payments on account of said principal sum except that when a prepayment made at any time equals or exceeds 20 per cent of the original principal amount of the loan not more than 90 days' interest on the amount of such prepayment may be charged and also to secure the performance of all covenants and agreements herein contained;

Daigle et ali.

to

Milford Federal
Sav. & Loan
Assoc'n

See Discharge
B.3621 P.265

All as provided in our note of even date; that certain tract or parcel of land, with the dwelling house thereon, situated on the easterly side of Parker Hill Avenue, bounded and described as follows: Beginning at the northwesterly corner of the granted premises at the easterly side of Parker Hill Avenue; thence N. $78^{\circ} 34'$ E. along land of John E. Swift 92.5 feet to land of the Milford Water Company; thence S. $13^{\circ} 30'$ E. along said land of the Milford Water Company 66.5 feet to land of George F. Birch; thence S. $89^{\circ} 30'$ W. along said land of George F. Birch and land of John E. Swift 126.9 feet to the easterly side of Parker Hill Avenue; thence in a northerly direction along Parker Hill Avenue with the arc to the point of beginning.

Being lot numbered six (6) on plan of lots of Parker Hill; together with a right of way over land adjoining the granted premises on the north, extending from said Parker Hill Avenue easterly to land of the Milford Water Company and 5 feet in width and next to the northerly line of the granted premises.

The said premises are conveyed subject to the following restrictions:

The land herein conveyed shall always be used solely for residential purposes.

The building line as established by the dwelling house at present on said premises shall be considered the permanent building line of said lot

No structure of any kind shall be erected between the line of the present dwelling house on said lot and said Parker Hill Avenue.

Said premises are conveyed subject to a right of way over said granted premises, extending from Parker Hill Avenue easterly to the land of the Milford Water Company 5 feet in width southerly of and next to the northerly line of the granted premises.

Being all those granted premises conveyed to us by deed of Michael J. Bird, dated October 13, 1928, and recorded with Worcester District Deeds; together with the rights of way therein mentioned and subject to the restrictions and rights of way therein mentioned.

Including as a part of the realty all portable or sectional buildings, heating apparatus, plumbing, ranges, mantels, storm doors and windows, oil burners, gas and oil and electric fixtures, screens, screen doors, awnings, electric and gas refrigerators, air conditioning apparatus, and other fixtures of whatever kind and nature, on said premises, or hereafter placed thereon prior to the full payment and discharge of this mortgage, insofar as the same are or can by agreement of the parties be made a part of the realty.

This mortgage is upon the following express conditions:

That the mortgagor will pay on demand to the mortgagee, or the mortgagee may at its option add to the principal balance then due, any sums advanced or paid by the mortgagee on account of any default of whatever nature, by the mortgagor, or any sums advanced or paid, whether before or after default, for taxes, repairs, improvements, insurance on the mortgaged property or any other insurance pledged as collateral to secure the mortgage.