

to make execute and deliver a good and sufficient deed of the equity of re-
 deeming the premises above described and the proceeds thereof to apply
 to the payment of this mortgage in full and the balance of such proceeds
 if any to be accounted for to the said grantor his executors administrators
 or assigns. — Provided that this power shall not be in force till the condition
 of this mortgage be broken and such conveyance shall not be made till the
 expiration of ninety days after written notice from the said Army to the
 said Whipple of his intentions to execute the power herein granted him.

To have and to hold the aforegranted premises to the said Army
 his heirs and assigns to their use and behoof forever and I do for myself my
 heirs executors and administrators covenant with the said Army his heirs
 and assigns that I am lawfully seized in fee of the aforegranted premises that
 they are free of all incumbrances that I have good right to sell and convey the
 same to the said Army and that I will warrant and defend the same
 premises to the said Army his heirs and assigns forever against the lawful claims
 and demands of all persons. — Provided nevertheless that if the said Army
 his heirs executors or administrators pay to the said Army his
 heirs executors administrators or assigns the sum of three thousand dollars
 in one year from the first day of September next then this deed as also a
 certain note of hand bearing date with these presents given by the said
 Whipple to pay the same sum and interest at the time aforesaid shall
 be void otherwise shall remain in full force. — In witness whereof
 the said Jonathan Whipple and Malinda his wife thereby relinquishing
 her right of dower in the premises have hereunto set our hands and
 seals this fifth day of August in the year of our Lord one thousand
 eight hundred and thirty seven.

Signed sealed and delivered
 in presence of us
 Jonathan Whipple (seal)
 Melinda G. Whipple (seal)
 Ira Barton of Worcester Aug. 5th 1837 Then the above named
 Smith Green Jonathan Whipple acknowledged the above instru-
 ment to be his free act and Deed Before me
 Ira Barton Just. of Peace
 Rec. Aug. 7th 1837 at 5.52 P.M. Ent. & Ex. By A. W. Ward, Regt.

Thayer Cushman
 Willard Milcox Jr.
 assigned in
 Book 408. Page 146
 see Possession
 Book 408. P. 146

Know all men by these presents that I Cushman Thayer of Mendon in
 the county of Worcester and Commonwealth of Massachusetts yeoman in con-
 sideration of eight hundred dollars paid by Willard Milcox Jr. of Mendon
 aforesaid Labourer the receipt whereof I do hereby acknowledge do give
 grant sell and convey unto the said Willard Milcox Jr. his heirs and
 assigns forever the following described tracts of land and buildings there-
 situated in Mendon aforesaid containing seventy seven acres be the
 same more or less bounded as follows viz beginning at the South side
 of the town road thence S. 27 2/3 N. 14 rods thence South 78 1/4 N. 18