

446

Milcox Willard Jr
to
Ichabod Cook
This assignment
refers to a mortgage
recorded in
Book 326, Page 1192.

I know all Men by these Presents, that I the aforesaid
Millard Milcox Junior, Mortgagee, ^{in the aforesaid deed of mortgage.} in consideration of eight
hundred and nine dollars paid me by Ichabod Cook
of Mendon Mass. the receipt whereof I do hereby acknowl-
edge, do hereby grant, assign and set over unto the
said Ichabod Cook, the tracts of land and buildings de-
scribed in the aforesaid deed of Mortgage (excepting so
much as Lushman Thayer, the grantor in said deed
of Mortgage, deeded to Willard Chilson and Saban Bates
the fifth day of April in the year of our Lord one thousand
eight hundred and thirty nine) together with the said
deed of Mortgage, and the note mentioned in the con-
dition expressed in said deed of Mortgage and all the
monies due on the said note. To Have and
to hold the same assigned and granted premises to
him the said Ichabod Cook his heirs and assigns
forever: Subject to the within named Lushman
Thayer's right to redeem the same by paying the monies
due on said note and I the said Willard Milcox, do
covenant with the said Ichabod Cook that the con-
tents of said note are wholly unpaid saving what
is endorsed. In witness whereof, I the said
Millard Milcox have hereunto set my hand and seal
this twelfth day of October in the year of our
Lord eighteen hundred and forty.
Signed, Sealed, and
delivered in presence of us
the words "on said," interlined
before signing
Elizabeth P. Rathbun
Elizabeth G. Ballou
Millard Milcox Jr. Seal
Worcester Ms. April 6th 1846
Then the above named Willard
Milcox Jr. acknowledged
the above instrument to be his
free act and deed.

Before me Arthur Cook Just. of Peace
Recd. April 13th 1846. at 12^h 15. P.M. Ent. & Ex. By Atty. Ward, Negr.

Thayer Lushman
to
Ichabod Cook
This Possession
refers to a
Mortgage record
ed B. 326, P. 1192.

We Willard Chilson and Paul Chilson, the first of
Mendon and last of Bellingham do on affirmation, depose,
declare and say that Ichabod Cook the within named
Mortgagee on the seventh day of April, 1846, did make open
and peaceable entry, in our presence upon the mortgaged
premises described in the within deed, and did take actual
possession thereof as described, for breach of condition of said
Mortgage, and to foreclose the same.