

Second: A certain tract of land in said Mendon bounded as follows; viz: beginning at the highway; thence running S. 20 degs. W. 130 1/2 rods; thence W. 10 degs. S. 29 rods and 7 links; thence S. 16 1/2 degs. W. 32 rods to land formerly of Moses Daniels; thence W. 35 1/2 degs. N. 19 1/2 rods; thence westerly a straight line to a brook bounded on land formerly belonging to Elijah Thayer; thence upstream on said brook N. 26 1/2 degs. E. 8 rods; thence on said brook 31 rods and 11 links to a point named in the deed referred to below as the southern corner of grantee's land; thence by said land to the highway aforesaid; thence by said highway to the first mentioned bound; containing 58 acres be the same more or less.

Also another tract or parcel of land situated and lying in said Mendon bounded as follows, viz: Beginning at stones on a rock; thence S. 28 2/3 degs. E. 19 rods and 17 links; thence S. 9 degs. W. 12 rods and 20 links; thence S. 34 1/2 degs. W. 13 rods 9 links; thence S. 30 degs. E. 15 rods to a stake by brook; thence down stream on said brook 23 rods to another branch of the brook; bounded easterly on all the above lines by grantee's land; as stated in the deed referred to below; thence downstream on said brook 23 1/2 rods to a stake; thence N. 7 degs. E. 45 rods and 12 links to a stake and stones at the northeasterly corner of land formerly of Willard Chilson and Laban Bates' land bounded by said Chilson's and Bate's land on the last line; thence a straight line to the first mentioned bound, containing by estimation 5 acres be the same more or less. Being all the same premises described in deed of James S. Cook to Clark Cook 2, dated September 8, 1853, and recorded with Worcester District Deeds, book 556, page 531. Also being the same premises conveyed to Elizabeth L. Larking, by Emeline Curley, by deed dated November 2, 1914, and recorded

Including as part of the realty all portable or sectional buildings at any time placed upon said premises and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, screens, mantels, shades, screen doors, storm doors and windows, oil burners, gas or electric refrigerators and all other fixtures of whatever kind and nature at present or hereafter installed in or on the granted premises in any manner which renders such articles usable in connection therewith so far as the same are or can by agreement of parties, be made a part of the realty. Worcester Deeds, Book 207: page 426

The mortgagor agrees and covenants to pay to the mortgagee, on the first business day of each month, in addition to the payments of principal and interest provided for in the note secured by this mortgage, a monthly apportionment of the sum estimated by the mortgagee to be sufficient to make payment of all municipal taxes, charges and assessments, and insurance premiums, upon the mortgaged property, as they shall become due and any balance due for any of said payments shall be paid by the mortgagor. The mortgagee is hereby specifically authorized to pay when due, or at any time thereafter, all of said payments and to charge the same to the account of the mortgagor.

The mortgagor further agrees and covenants that the mortgagee may, in its discretion, enter upon and make such repairs as in its judgment may be necessary to keep said premises in good condition and repair, and that all money so expended shall be secured by this mortgage, shall draw interest at six per cent (6%) per annum from the date of the advance of such payment and shall be payable by the mortgagor to the mortgagee at such time and in such amounts as the mortgagee may determine.

The mortgagor further agrees and covenants that upon default in any condition of this mortgage or the note secured thereby, for more than ~~thirty~~ (60) days, the whole sum of principal and interest then remaining unpaid shall immediately become due and payable without notice, at the option of the mortgagee.

The mortgagor further agrees and covenants that if foreclosure proceedings under any second mortgage or second trust deed or any junior lien of any kind on the within described premises or any part thereof should be instituted, or in the event of any levy or sale upon execution or other proceeding of any nature whereby the owner of said premises shall be deprived of his title or right of possession to said premises or any part thereof, then in either event, the Association may at its option immediately declare the entire debt secured by this mortgage and the note secured thereby, due and payable and state such proceedings as may be necessary to protect its interest in the premises.

This mortgage is upon the STATUTORY CONDITION, for any breach of which, or for any breach of any of the aforementioned provisions or conditions, the mortgagee shall have the STATUTORY POWER OF SALE.

Wherever the words mortgagor and mortgagee are used herein they shall include their several heirs, executors, administrators, successors, grantees and assigns subject to the limitations of law and of this instrument, and if the context requires, the words mortgagor and mortgagee and the pronouns referring to them shall be construed as plural, neuter or feminine.

I, **EVA B. MARSHALL** ..... ~~XXXXX~~ of said mortgagor wife

release to the mortgagee all rights of ~~tenant by the curtesy~~ dower and homestead and other interest in the mortgaged premise.

WITNESS **our** ..... hands and seals this **Sixth** ..... day of **August** ..... 19 **40**

*William Marshall*  
*Eva B. Marshall*