

assessed on the granted premises, and all taxes which the said grantee may be required to pay as holder of this mortgage, shall keep the buildings thereon insured against fire in a sum satisfactory to and for the benefit of the said grantee, its successors or assigns, at such insurance office and by such insurance company as it or they shall approve, or, in default thereof, shall on demand pay to the said grantee all such sums as it shall reasonably pay for such taxes, assessments and insurance, with interest, 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 note of even date herewith signed by us whereby we promise to pay to the said grantee or order the said sums at the times aforesaid, shall be void. But in the case of non-payment of the aforesaid monthly dues, interest or fines for the period of four months after any payment thereof shall be due, or upon any other default in the performance or observance of the foregoing condition, the said grantee, its successors 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, and all benefit and equity of redemption of us or our representatives therein, at public auction in said Winchendon, first publishing a notice of the time and place of sale, once each week for three consecutive weeks, in one or more newspapers published in said Winchendon, and may convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee-simple; and such sale shall forever bar us and all persons claiming under us from all right and interest in the granted premises, whether at law or in equity. And we do hereby, for ourselves and our heirs and assigns, further covenant and agree with the said grantee, its successors and assigns, that on such sale we and they will, upon request, execute and deliver such further deeds and instruments as may be necessary or proper to confirm such sale and to vest the title to the premises sold in the purchaser thereof, and will execute and deliver to the purchaser an assignment of all policies of insurance on the buildings upon the land covered by this mortgage; and the said grantee is hereby appointed the attorney irrevocable of the said grantor, to make such assignment. And out of the money arising from such sale the said grantee, its successors or assigns, shall be entitled to retain all sums then secured by this deed, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by reason of any failure or default on the part of us or of our representatives to perform and fulfill the conditions of this deed, rendering the surplus, if any, to us or our heirs or assigns. And it is agreed that the said grantee, its successors or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid, and that no other purchaser shall be answerable for the application of the purchase money; and that until default in the performance of the conditions of this deed we and our heirs and assigns may hold and enjoy the granted premises and receive the rents and profits thereof. And it is further agreed that if said buildings shall be wholly or partially destroyed by a fire in respect to which the company or companies insuring the same deny liability to the insured, the grantee may at its option forfeit said shares, and, after applying the withdrawal value thereof to the payment of said loan, interest, and fines, assign this mortgage with the note and debt thereby secured to such company or companies upon payment by it or them of the balance then owing to the grantee on account of said loan; whereupon said note and mortgage shall forthwith become a note and mortgage payable on demand with interest at six per centum per annum, payable semi-annually, the first payment of such interest to become due six months after the date of such assignment.

I N W I T N E S S W H E R E O F we, the said Arthur Berard and Lea Berard hereunto set our hands and seals this eleventh day of June in the year nineteen hundred and twenty six

Signed, sealed and delivered
in presence of

Arthur Berard (seal)
Lea Berard (seal)

Commonwealth of Massachusetts

Worcester, ss. June 11, 1926 Then personally appeared the above-named Arthur Berard and acknowledged the foregoing instrument to be his free act and deed, before me.

Austin R. Paull Jr. Notary Public (seal)

Rec'd June 14, 1926 at 8h. 30m. A. M. Ent'd & Ex'd.

* * * * *

Saunders et al.
to
Nuttall

We, John V. Saunders and James A. Mathewson of Mendon Worcester County, Massachusetts both being unmarried, for consideration paid, grant to Viola Nuttall of said Mendon in said County and State with W A R R A N T Y covenants the land in the westerly part - a said MENDON bounded and described as follows Beginning at the southeast corner of the premises at a corner of walls on the northerly side of the Hartford

over