

W H E R E A S William McVeity did by mortgage deed, dated May 10, 1899, and recorded in Worcester District Registry of Deeds, Libro 1612, Folio 415, convey the premises hereinafter described to Aldrich B. Cook and Alonzo A. Cook; and whereas in and by said mortgage deed the grantees therein named, their executors, administrators or assigns, were authorized and empowered, upon any default in the performance or observance of the condition of said mortgage, to sell the said premises, with all improvements that might be thereon, at public auction in Mendon, first publishing a notice as therein required, and to convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee-simple; and whereas there has been such default, and notice has been published, and a sale has been made, as will more particularly appear in and by the affidavit hereto to be sub-joined.

McVeity

to

Nelson

N O W T H E R E F O R E, K N O W A L L M E N, that we, the said Alonzo A. Cook and Elizabeth Fletcher, the assignee of the said Aldrich B. Cook, by virtue and in execution of the power contained in said mortgage deed as aforesaid, and of every other power us hereto enabling, and in consideration of the sum of Nine Hundred and Fifty Dollars to us paid by Effie A. Nelson, of Milford, in the County of Worcester and Commonwealth of Massachusetts, do hereby G R A N T, B A R G A I N, S E L L and C O N V E Y unto the said Effie A. Nelson all and singular the premises conveyed by the aforesaid mortgage deed, namely:

"Two certain tracts or parcels of land, with the buildings thereon, situated in the southerly part of said MENDON on both sides of the road leading from Mendon to Bellingham, Mass., called South Hopedale Road. Beginning at the corner of land of H. S. Swan on the south side of said road and running southerly as the wall now stands across Muddy Brook to a stone by an oak tree by Rehabet Road, bounded on the west by said Swan land; thence easterly 530 feet more or less, to land of or formerly Olney Cook and bounded on the south by said Street; thence running northerly across Muddy Brook to a wall; thence easterly about 500 feet to a stone wall in the center of the trench; thence northerly as the wall now stands to South Hopedale Road and bounded on the east by land of Lewis Gaskill; thence westerly by said road to the place of beginning.

Second tract is situated on the north side of South Hopedale Road, beginning at land of Warren Wilcox by a small pond; thence running northerly to a corner in the wall; thence northwesterly to a bend in the wall by a large chestnut tree; thence northerly by said wall to a corner in the wall and bounded on the east by land of one Wilcox & Lowell Cook; thence northwesterly to a chestnut tree and rock to land of Albert Gaskill; thence southerly to a jog in the wall of land of one Swan; thence westerly a few feet as the wall now stands; thence southerly as the wall now stands to South Hopedale Road bounded on the west by land of Davis Hill & H. S. Swan; thence running easterly as the wall now stands to the place of beginning and bounded on the south by South Hopedale Road. Said parcels contain seventy acres of land, more or less". Said premises are subject to "a right to one Wilcox to have a dam on Muddy Brook & flow water through the trench and a right to one Wilcox to take water from well in pasture in a pipe & to go on said land and repair said pipe and a right to Rupert Bates to draw his lumber & wood from the lot in north part of the farm through the pasture west of the house".

T O H A V E and T O H O L D the same to the said Effie A. Nelson and her heirs and assigns, to their own use and benefit forever. I N W I T N E S S W H E R E O F, we, the said Alonzo A. Cook and Elizabeth Fletcher hereunto set our hands and seals this twenty-ninth day of May in the year one thousand nine hundred and five.

Signed and sealed in presence of

Clifford A. Cook (to A.A.C.)

Alonzo A. Cook (seal)

Elizabeth Fletcher (seal)

Commonwealth of Massachusetts.

Worcester ss. June 10, 1905. Then personally appeared the above named Alonzo A. Cook and Elizabeth Fletcher, and acknowledged the foregoing instrument to be their free act and deed, before me,

Clifford A. Cook, Justice of the Peace.

Rec'd June 17, 1905, at 8h. 30m. A. M. Ent'd & Ex'd

Attest:

*David T. ...*

Register.

Cook et al.

A F F I D A V I T We, Alonzo A. Cook and Elizabeth Fletcher named in the foregoing deed, on oath depose and say that default has been made in the payment of the interest mentioned in the condition of the mortgage deed above referred to, the said interest not having been at the time when it became payable, or at any time, paid or tendered to any person authorized to receive the same; and that, pursuant to the provisions of said mortgage deed and to the requirements of the statutes of the Commonwealth of Massachusetts, we published on the sixth, thirteenth and twentieth days of May, 1905, in the Milford Daily

Affidavit