

land of Frank Harwood to stake and stones at land of Wilson Patrell; thence easterly on land of said Patrell to stake and stones; thence still in an easterly direction along land of grantee hereof and land formerly of Cutler Barnes to a stake and stones; thence southerly to stake and stones at said highway; thence westerly on said highway to place of beginning; containing seventy-six acres, more or less, and being a part of the farm known as the George Newland farm, which was conveyed to grantee hereof by deed dated November 11th, 1903, and recorded with Worcester District Deeds, Book 1764, Page 487. This conveyance is made subject to a right of way over the premises to and from the sprout lot of said grantee, which is situate northeasterly of the above described premises. Being the same premises conveyed by the grantee hereof to the grantor hereof by deed of even date herewith, and this mortgage is given to secure the payment of a part of the purchase price. Said premises will be sold subject to all unpaid taxes if any. Terms at the time and place of sale.

Charles F. Smith
H. C. Davis, Attorney.

Ware, Mass., Nov. 28, 1905. 3w26

And I further depose and say that, pursuant to said notice and at the time and place therein appointed, the said default still continuing, I sold the premises conveyed by said mortgage deed at public auction by Benjamin F. Davis, a duly licensed auctioneer, to Henry C. Davis above named for the sum of five hundred dollars, which amount was bid by the said Henry C. Davis and was the highest bid made therefor at said auction.

W I T N E S S my hand this 15th day of January A. D. 1906.

Chas. F. Smith

Commonwealth of Massachusetts.

Hampshire ss. Jan. 26th, 1906. Then personally appeared the above named Chas. F. Smith and made oath that the foregoing statement by him subscribed is true, before me,

Ilzadie A. Jordan,

Special Commissioner.

Rec'd Jan. 26, 1906, at 4h. 32m. P. M. Ent'd & Ex'd.

Attest:

Hamilton

Register.

Barnes
to
Steere et al.

T H I S I N D E N T U R E made the fifteenth day of January in the year of our Lord one thousand nine hundred and six, WITNESSETH that I, Daniel H. Barnes, of Mendon, Massachusetts, do hereby L E A S E, D E M I S E and L E T U N T O Smith A. Steere and Fred K. Brown, co-partners, doing business under the firm name of Steere and Brown, of said Mendon, all of the first floor (except the wood shed) and the cellar beneath the same, in the building owned by me on the corner of Maple and Main Streets, in said MENDON. It is hereby agreed that the lessees shall have the right to a further lease of the aforesaid premises for a period of five years after the termination of this lease upon the same terms and conditions. It is further agreed that the lessees shall have the first option to purchase the land and buildings thereon (in which the leased premises aforesaid are) so long as the premises remain as they now are, for \$4000. whenever the lessor, his heirs or legal representatives desires to sell the same, during the continuance of this lease. And it is further agreed that said lessor shall make all necessary repairs.

T O H O L D for the term of five years beginning with the fifteenth day of January nineteen hundred and six yielding and paying therefor the rent of two hundred dollars per annum. And said lessees do promise to pay the said rent in equal monthly instalments; and to quit and deliver up the premises to the lessor, or his attorney, peaceably and quietly, at the end of the term, in as good order and condition, reasonable use and wearing thereof, fire and other unavoidable casualties excepted, as the same now are, or may be put into by the said lessor, and to pay the rent as above stated, during the term, and also the rent as above stated for such further time as the lessees may hold the same, and not make or suffer any waste thereof; nor make or suffer to be made any alteration therein, but with the approbation of the lessor thereto, in writing, having been first obtained; and that the lessor may enter to view and make improvements, and to expel the lessees, if they shall fail to pay the rent as aforesaid, or make or suffer any strip or waste thereof.

A N D P R O V I D E D A L S O that in case the premises or any part thereof, during said term, be destroyed or damaged by fire or other unavoidable casualty, so that the same shall be thereby rendered unfit for use and habitation, then, and in such case, the rent hereinbefore reserved, or a just and proportional part thereof, according to the nature and extent of the injuries sustained, shall be suspended or abated until the said premises shall have been put in proper condition for use and habitation by the said lessor, or these presents shall thereby be determined and ended at the election of the said lessor or his legal representatives.

I N W I T N E S S W H E R E O F the said parties have hereunto interchangeably set their hands and seals the day and year first above