

written.

Signed, sealed and delivered
in presence of
Clifford A. Cook (to all)

Daniel H. Barnes (seal)
Smith A. Steere (seal)
Fred K. Brown (seal)

Commonwealth of Massachusetts.

Worcester ss. January 15, 1906. Then personally appeared the above
named Daniel H. Barnes and acknowledged the foregoing instrument to be
his free act and deed, before me,

Clifford A. Cook, Justice of the Peace.

Rec'd Jan. 27, 1906, at 8h. 30m. A. M. Ent'd & Ex'd.

Attest:

Daniel Reed Register.

K N O W A L L M E N B Y T H E S E P R E S E N T S
that I, Daniel W. Dorman of Roxbury, Massachusetts, in consideration of
six hundred (\$600.00) dollars to me paid by Melvin J. Messer - the re-
ceipt whereof is hereby acknowledged, do hereby G I V E, 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 Melvin J.
Messer, all my interest, right and title in and to a certain tract of land
with a brick store thereon, situated on the southerly side of Washington
Square, so called (which is a portion of Front Street) in said WORCESTER
bounded and described as follows, to wit: Beginning at the northeasterly
corner thereof, at the northwesterly corner of land formerly of Edson
Merritt; thence southerly by land formerly of said Merritt sixty-five
(65) feet, more or less, to land of Warren McFarland; thence westerly by
land of said McFarland twenty-five (25) feet, more or less, to a point
exactly opposite the center of the brick wall which divides the store on
the lot hereby conveyed from the store on the lot next adjoining on the
west; thence northerly through the center of said brick wall in a
straight line sixty-five (65) feet, more or less, to the southerly line
of said street or square; thence easterly by the southerly line of said
street or square twenty-five feet (25) more or less to the place of be-
ginning. My interest in said estate is one undivided third, being one
of the three heirs to said estate as Emeline R. Dorman, my mother, left
only three children.

T O H A V E and T O H O L D the granted premises, with all the
privileges and appurtenances thereto belonging, to the said Melvin J.
Messer and his heirs and assigns, to their own use and behoof forever.
And I hereby for myself and my heirs, executors, and administrators, cove-
nant with the grantee and his heirs and assigns that I am lawfully seized
in fee simple of the granted premises; that they are free from all in-
cumbrances, excepting a mortgage of six thousand five hundred fifty dol-
lars held by the Worcester County Institution for Savings or the whole of
said estate; also a mortgage indebtedness of about \$375. to M. J. Finn-
gan, also mortgage to G. H. Putnam of about \$125 on my interest; that
I have good right to sell and convey the same as aforesaid; and that I
will and my heirs, executors, and administrators shall W A R R A N T
and D E F E N D the same to the grantee and his heirs and assigns
forever against the lawful claims and demands of all persons.

P R O V I D E D N E V E R T H E L E S S that if I, or my heirs, ex-
ecutors, administrators, or assigns shall pay unto the grantee, or his
executors, administrators, or assigns, the sum of six hundred (\$600.)
dollars with interest as stated in my note of even date on demand; and
until such payment shall pay all taxes and assessments, to whomsoever laid
or assessed, whether on the granted premises or on any interest therein,
or on the debt secured hereby; shall keep the buildings on said premises
insured against fire in a sum not less than \$600 dollars for the benefit
of the grantee, and his executors, administrators, and assigns, in such
form and at such insurance offices as they shall approve; and, at least
two days before the expiration of any policy on said premises, shall de-
liver to him or them a new and sufficient policy to take the place of
the one so expiring; 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 me where-
by I promise to pay to the grantee or order, the said principal sum and
instalments of interest at the time aforesaid, shall be void. But upon
any default in the performance or observance of the foregoing condition,
the grantee, or his executors, administrators, 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 im-
provements that may be thereon, by public auction in said Worcester first
publishing a notice of the time and place of sale once each week for
three successive weeks in some one newspaper published in said Worcester
and may convey the same by proper deed or deeds to the purchaser or pur-
chasers absolutely and in fee simple; and such sale shall forever bar
me and all persons claiming under me from all right and interest in the
granted premises, whether at law or in equity. And out of money arising
from such sale the grantee or his representatives shall be entitled to

Dorman

to

Messer

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