

See Book 4754
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See Certificate
of Poss'n.
B. 4798 P. 42

See Deed &
affidavit of Sale
B. 4798 P. 39+40

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4807
Page 171

We, John H. Curley and Mary G. Curley, husband and wife, both

of Franklin, Norfolk County, Massachusetts

~~being removed~~, for consideration paid, grant to the

Milford Federal Savings and Loan Association

a United States corporation doing business in Milford, Worcester County, Massachusetts,

with mortgage covenants to secure the payment of

-----TWENTY THOUSAND----- (\$ 20,000.00) Dollars

with interest thereon, as provided in our note of even date, and the observance and performance of all of the covenants and agreements of this mortgage and of said note:—

FIRST PARCEL: The land in Holliston, Middlesex County, Massachusetts bounded and described as follows:

Beginning at a stone post at the southeasterly corner of the granted premises at land formerly of one Pluto, now of Charles A. Hendrickson on the northerly side of Washington Street and distant one hundred twenty-three and 17/100 (123.17) feet from a stone post at the corner of said Washington Street and of High Street; thence running S 64° 59' W along said Washington Street, sixty-two and 17/100 (62.17) feet to land formerly of Forbes, now of William Jones; thence running N 20° 56' 10" W along said Jones land one hundred forty-five and 39/100 (145.39) feet to land of Ernest S. Phipps; thence running N 77° 33'E along said Phipps land sixty-five and 15/100 (65.15) feet to a stone bound at land of said Hendrickson; thence running S 19° 52' 40" E along said Hendrickson land one hundred thirty-one and 38/100 (131.38) feet to the stone post at the point of beginning.

Being the same and all the same premises as were conveyed to John H. Curley by Deeds of Marjorie E. Tweedie and Marjorie E. Tweedie guardian dated November 29, 1958 and December 5, 1958 recorded with Middlesex South District Deeds Book 9284, Pages 333 and 334 respectively.

SECOND PARCEL: A certain parcel of land, with the buildings thereon, situated on the easterly side of Main Street, in Mendon, Worcester County, Massachusetts bounded and described as follows, to wit:-

Beginning at a stake at the southwesterly corner of the granted premises and at land of one Taft and at said Main Street, thence turning an interior angle of 89° 09' with the easterly line of said Main Street and running easterly by other land of one Taft 165.40 feet to an iron pipe; thence continuing the same course 2.15 feet to a stake; thence turning an interior angle of 84° 52' and running northwesterly by said Taft land 168 feet to an iron pipe; thence turning an interior angle of 90° 15' and running southwesterly by said Taft land 150.85 feet to the easterly

line of, said Main Street; thence turning an interior angle of 95° 44' and running southeasterly by the easterly line of said Main Street 155.0 feet to the point of beginning.

Meaning and intending to convey and hereby conveying the same and all the same premises as were conveyed to us by Deed of Walter I. Coffin et ux. dated May 11, 1965 to be recorded herewith.

Including as a part of the realty all portable or sectional buildings, stoves, ranges, heating apparatus, including all oil and gas burner equipment, plumbing, mantels, storm doors and windows, oil burners, gas and electric fixtures, screens, screen doors, awnings, air-conditioning apparatus, and other fixtures of whatever kind and nature, on said premises, or hereafter placed thereon prior to the full payment and discharge of this mortgage, insofar as the same are, or can by agreement of the parties, be made a part of the realty. The Mortgagor covenants that no such item now on the premises is subject to a conditional sale agreement; and as to any such item hereafter upon the premises subject to a conditional sale agreement, the Mortgagor covenants to make all payments as they become due.

Whenever 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.

The Mortgagor covenants and agrees that he shall keep the buildings now or hereafter standing on the mortgaged premises insured against fire and (when required by the Mortgagee) also against other casualties and contingencies in sums satisfactory to and for the benefit of the Mortgagee.

The Mortgagor agrees and covenants to pay to the Mortgagee, on the payment dates of the note secured by this mortgage, in addition to the payments of principal and interest therein required, 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 covenants and agrees to perform and observe all of the terms and conditions of the mortgage note secured by this mortgage, and further covenants and agrees to pay on demand to the Mortgagee, or the Mortgagee may at its option add to the principal balance then due, any sums advanced or paid by the Mortgagee on account of any default, of whatever nature, by the Mortgagor, or any sums advanced or paid, whether before or after default, for taxes, repairs, improvements, insurance on the mortgaged property or any other insurance pledged as collateral to secure the mortgage loan, or any sums paid by the Mortgagee, including reasonable attorney's fees, in prosecuting, defending, or intervening in any legal or equitable proceeding wherein any of the rights created by this mortgage are, in the sole judgment of the Association, jeopardized or in issue.

In the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured, and in the same manner as with the Mortgagor without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee and no extension, whether oral or in writing, of the time for the payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either in whole or in part.

This mortgage is upon the STATUTORY CONDITION, for any breach of which the Mortgagee shall have the STATUTORY POWER OF SALE.

This mortgage has been executed in two counterparts each of which shall be deemed an original; and both such counterparts shall constitute but one and the same instrument, which shall for all purposes be sufficient evidenced by each such counterpart.

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Witness our hands and seals this eleventh day of May 1965

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John J. Curley
Mary J. Curley



WORCESTER, ss.

May 11,

1965

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Then personally appeared the above-named John H. Curley and Mary G. Curley

and acknowledged the foregoing instrument to be their free act and deed, before me,

J. Laurence Doyle
J. LAURENCE DOYLE, Notary Public
My commission expires March 3, 1967

Recorded May 13, 1965 at 9h. 24m. A. M.

■ END OF INSTRUMENT ■

L8

No. 05500

The Commonwealth of Massachusetts

DEPARTMENT OF CORPORATIONS AND TAXATION

INHERITANCE TAX BUREAU

N. T.

INHERITANCE TAX REAL ESTATE CERTIFICATE

August 24, 1964.

In the estate of William T. Gallagher
late of Worcester deceased. This is to certify
that an inheritance tax in full has been paid in the amount of \$.....;
that no inheritance tax is due on the real estate herein described, or any interest therein, that passed or
accrued to Constance Gallagher as surviving joint owner; vesting in posses-
sion and enjoyment after death; by conveyance within two years prior to date of death of grantor.

(Description)

Land and buildings in Worcester, as described in deed below.

By deed dated October 24, 1955 and recorded in Worcester

Registry of Deeds, Book 3731 Page 565

\$3. Paid.
Commissioner of Corporations and Taxation

By
Chief of Bureau. *A. Kufstman*

Recorded May 13, 1965 at 10h. 34m. A. M.