sec Certificate of Poss'n. 6.2072 P.566

See Deed & Aff. of Sale B2072 Ps566+567

setts together with all the buildings and improvements thereon, laid out and designated as lots numbered one (1), two (2), three (3) and four (4) on the plat entitled "Hopedale Heights, Mendon, Mass., belonging to Bodwell Land Company by J. A. Latham, Nov 1909" which said plat is recorded in the Records of plats for the District of Worcester in said State of Massachusetts, reference to which is hereby made for a further description. the granted premises, with all the ΤО and HOLD HAVE privileges and appurtenances thereto belonging to the said Bodwell Land Company and its successors and assigns, to their own use and behoof forever. And we hereby for ourselves and our heirs, executors and administrators, covenant with the grantee and its successors and assigns that we are lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances, that we have good right to sell and convey the same as aforesaid; and that we will and our heirs, executors and ad-WARRANT and the same to the ministrators shall DEFEND grantee and its successors and assigns forever against the lawful claims and demands of all persons.
PROVIDED NEVERTHELESS that if we, or our heirs, executors, administrators or assigns, shall pay unto the grantee, or its successors or assigns the sum of Six Hundred and Five Dollars in one years from this date, with interest semi-annually at the rate of six per cent per annum; 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 five hundred dollars, for the benefit of the grantee and its successors 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 deliver to it 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 us whereby we promise to pay to the grantee or order the said principal sum and installments of interest at the times aforesaid, shall be void. But upon any default in the performance or observance of the foregoing condition, the grantee, or 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, by public auction in said Mendon 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 County 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 out of money arising from such sale the grantee or its representatives 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 them by reason of any default in the performance or observance of the said condition, rendering the surplus, if any, to us or our heirs or assigns; and - hereby, for ourselves and our heirs and assigns, covenant with the grantee and its successors and assigns that, in case a sale shall be made under the foregoing power, we or they will upon request execute, acknowledge, and deliver to the purchaser or purchasers a deed or deeds of release confirming such sale. And it is agreed that the grantee, or 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 or observance of the condition of this deed, we and our heirs and assigns may hold and enjoy the granted premises and receive the

And for the consideration aforesaid I, Asunta Castriani wife of Giovanni Castriani do hereby release unto the said grantee and its successors and assigns all right of or to both DOWER and HOME-STEAD in the granted premises, and for the consideration aforesaid I, Giovanni Castriani husband of said Asunta Castriani do hereby release unto the said grantee and its successors and assigns all right to an estate by the CURTESY in the granted premises and all rights by

IN WITNESS WHEREOF we the said Giovanni Castriani and Asunta Castriani have hereunto set our hands and seals this third day of September in the year one thousand nine hundred and ten Signed, sealed and delivered

in presence of Joseph H. Doyle (to both)

Giovanni Castrani

(seal)

her Asunta + Castriani.

(seal)

mark

Commonwealth of Massachusetts.

Worcester ss. Sept. 3nd 1910. Then personally appeared the above-named Giovanni Castriani and acknowledged the foregoing instrument to be his free act and deed, before me -