

Then personally appeared the above-named Florence C. Bonati

4648

335

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

J. Lawrence Doyle
J. Lawrence Doyle, Notary Public

My commission expires March 3, 1967

Recorded March 14, 1966 at 2h. 4m. P. M.

■ END OF INSTRUMENT ■

We, Primo F. Bonati and Marie N. Bonati, husband and wife, both
of Mendon Worcester County, Massachusetts

~~being married~~ 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

-----FIFTEEN THOUSAND----- (\$ 15,000.00) 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:—

A certain tract or parcel of land, with the buildings thereon, situated on the northerly side of Mendon Street, in said Mendon, bounded and described as follows, to wit:—

Beginning at a stone bound at the southeasterly corner of said tract on the northerly side of said street at land now or formerly of John J. Harrington, being the westerly line of a proposed street leading northerly from said Mendon Street;

THENCE westerly by the northerly side of said Mendon Street, 130 feet to a stone bound at other land now or formerly of Harrington;

THENCE turning an interior angle of 90° and running northerly by last-mentioned land, 240 feet to a stone bound;

THENCE turning an interior angle of 90° and running easterly by other land now or formerly of said Harrington, 130 feet to a stone bound on the westerly line of said proposed street;

THENCE turning an interior angle of 90° and running southerly by other land now or formerly of said Harrington, being the westerly line of said proposed street, 240 feet to the point of beginning.

Together with a right of way in common with others entitled thereto 30 feet wide over said proposed street.

Said premises are conveyed subject to the restriction of record that no gasoline or oil shall ever be sold on the granted premises.

Meaning and intending to convey and hereby conveying the same and all the same premises as were conveyed to us by deed of Florence C. Bonati of even date to be recorded herewith.

*See Book 5066
Page 128*

*See Book 5090
Page 511*

*See Certificate
of Pass'n
B. 5090 P. 514*

*See Deed &
affidavit of
Sale
B. 5090 pgs 515
516*

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.

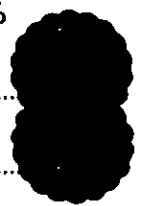
~~husband~~ ~~of said Mortgagee~~

~~release of the Mortgagee's rights of~~ ~~to any by the courts~~ ~~and other interests in the mortgaged premises~~

Witness OUR hands and seals this tenth day of March 1966

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.....

Piero J. Bonati
Marie J. Bonati



Commonwealth of Massachusetts

WORCESTER, ss.

March 10, 1966

Then personally appeared the above-named Primo F. Bonati and Marie N. Bonati

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 March 14, 1966 at 2h. 4m. P. M.

■ END OF INSTRUMENT ■

*Deed
in Book
4646,
Page 49*

CERTIFICATE OF VOTE

I, Hilda P. Cutler, hereby certify that I am Clerk of Worcester Taper Pin Co., and that at a special meeting of the stockholders, all stock represented and voting, and of the Board of Directors of the corporation duly called and held on February 2, 1966 the following resolution was adopted: unanimously at each such meeting:

"VOTED: That Bartholomew J. Murphy, Jr., Treasurer of the corporation, is hereby authorized and directed for and in behalf of the corporation to sign, seal, acknowledge and deliver to C and B Taper Pin Corp. a deed to property owned by the corporation located at 47 Lagrange Street, Worcester, Massachusetts, said deed to be in such form as the Treasurer may determine, and his execution thereof shall be a sufficient determination."

A true copy.

Attest:

Hilda P. Cutler
Clerk

Recorded March 14, 1966 at 2h. 20m. P. M.