

in the performance or observance of the foregoing condition, the grantee or its 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, at public auction in said North Brookfield, first publishing a notice of the time and place of sale once a week for three successive weeks in some newspaper published in said North Brookfield, the first publication of such notice to be not less than twenty-one days before the day of sale, and may convey the premises so sold by proper deed or deeds to the purchaser or purchasers 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 said premises, whether at law or in equity. And out of the money arising from such sale the grantee or its assigns 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 said condition, rendering the surplus, if any, to me or my heirs or assigns. And I hereby for me and my heirs and assigns, covenant with the grantee and its assigns that, in case a sale shall be made under the foregoing power, I 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 assigns, or any person or persons in its or 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, I and my heirs and assigns may hold and enjoy the granted premises and receive the rents and profits thereof.

And for the consideration aforesaid I, Susie McIntosh, wife of the said Frederick J. McIntosh do hereby release unto the grantee all right of or to both D O W E R and H O M E S T E A D in the granted premises.

I N W I T N E S S W H E R E O F we, the said Frederick J. McIntosh and Susie McIntosh hereto set our hands and seals this 16th day of May 1905.

Signed and sealed in presence of

Frederick J. McIntosh (seal)
Susie McIntosh (seal)

Commonwealth of Massachusetts.

Worcester ss. May 16th, 1905. Then personally appeared the above-named Frederick J. McIntosh and acknowledged the foregoing instrument to be his free act and deed, before me,

Chas. E. Batcheller, Justice of the Peace.

Rec'd May 23, 1905 at 8h. 30m. A. M. Ent'd & Ex'd.

Attest:

Samuel Hunt

Register.

Kinsley Tr.

to

Sheldon

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, Ella G. Kinsley of Mendon, in the Commonwealth of Massachusetts, trustee under the last will of Elizabeth W. Taft, late of Mendon, in the County of Worcester and Commonwealth aforesaid, deceased, which will was duly proved and allowed by the Probate Court for said County on the fifth day of May 1896, do by virtue and in execution of the power to me given in and by said last will, and of every other power and authority me hereto enabling, and in consideration of the sum of One Hundred Dollars to me paid by George P. Sheldon of Hopedale, in the County and Commonwealth aforesaid, the receipt whereof is hereby acknowledged, hereby 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 George P. Sheldon, a certain lot with land on the southerly side of Nipmuc Pond, so-called in said MENDON, and is bounded and described as follows, viz:- Beginning at a maple tree at the edge of Nipmuc Pond at the northwesterly corner of the granted premises and other land of the said grantor; thence running south 47 degrees 30' E. by other land of the said grantor 86 feet to a heap of stones; thence running N. 38 degrees 47' E. 40 feet on other land of the said grantor to a heap of stones; thence running N. 34 degrees 25' W. 101 feet to a heap of stones at edge of pond, bounding easterly on other land of the said grantor; thence along the edge of pond 67 feet to the place of beginning. With the right to the said grantee and his heirs and assigns, to pass and repass, with teams or otherwise over the grantor's other land from the highway to the granted premises, as at present used. Reserving unto the grantor her heirs and assigns the right to pass and repass over the above granted premises to the grantor's other land. The above granted tract of land is conveyed subject to all existing rights of way over the granted premises.

T O H A V E and T O H O L D the above-granted premises, with all the privileges and appurtenances thereto belonging, to the said George P. Sheldon and his heirs and assigns, to their own use and behoof forever.

I N W I T N E S S W H E R E O F I, the said Ella G. Kinsley,