

We, Thomas W. Ford and Joan H. Ford, husband and wife, both

of Milford,

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

- - - - NINETEEN THOUSAND SIX HUNDRED- - - - (\$ 19,600.00) 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:

A certain parcel of land with all the buildings thereon located on the southerly shore of Lake Nipmuck in Mendon, Worcester County, Massachusetts, bounded and described as follows:

Beginning at the easterly corner of the granted premises, being the northerly corner of land now or formerly of Wilfrid Remillard et ux.,

THENCE S. 32° 36' W., seven (7) feet to a drill hole in a rock;

THENCE along the same course, fifty-six and 87/100ths (56.87) feet to a point;

THENCE along the same course, sixty-six and 62/100ths (66.62) feet to a stake, the total length of the last three mentioned courses being one hundred thirty and 49/100ths (130.49) feet;

THENCE turning and running N. 54° 30' W., thirty-nine and 90/100ths (39.90) feet to a stake;

THENCE turning and running N. 37° 55' E., thirty and 24/100ths (30.24) feet to a drill hole in a ledge;

THENCE turning and running N. 12° 29' E., one hundred three and 54/100ths (103.54) feet to an iron pipe;

THENCE along the same course, three (3) feet to the southerly shore of said Lake Nipmuck;

THENCE turning and running in a southeasterly direction by said Lake Nipmuck; fifty (50) feet more or less to a point;

THENCE along the southerly shore of said Lake Nipmuck, twenty three (23) feet more or less 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 Patrick V. Ahearn et ux. dated February 25, 1965 to be recorded herewith.

SECOND PARCEL:

A certain parcel of real estate, including the buildings thereon, located on the northerly side of West Brook Street in said Milford, being lots numbered 7 and 8 on plan entitled Plan of Congress Park House Lots, Milford, Mass., owned by Edwin A. Varney, April, 1916, Henry W. Gaskill, C. E., recorded with Worcester District Deeds, Plan Book 29, Plan 38 and bounded as follows, to wit:—

4543

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See Partial

Release

B.4569 P. 203

See Book 4735,

Page 172

See Book 4758

Page 301

See Certificate

of Possession

B4758 P 303

See Book 4758

Page 304

See Deed &

Affidavit of

Sale

B4758 P 305 &

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Beginning at the southeasterly corner of the granted premises on the northerly side of said West Brook Street at land formerly of one Day;

THENCE northerly by land now or formerly of said Day 176 feet to a private way designated on said plan as Congress Terrace;

THENCE westerly by said Terrace 50 feet to lot numbered 10 as shown on said plan;

THENCE southerly by said lot numbered 10, 88 feet;

THENCE westerly by said lot numbered 10, 5 feet to the northeasterly corner of lot numbered 9 as shown on said plan;

THENCE southerly by said lot numbered 9, 88 feet, to the northerly side of said West Brook Street;

THENCE easterly with the northerly side of said West Brook Street, 55 feet to the point of beginning;

Together with a right of way four feet wide over lot numbered 9 on said plan extending northerly from said West Brook Street, 88 feet, parallel and adjoining the westerly line of said lot numbered 7.

Said premises are conveyed subject to a right of way four feet wide over said lot numbered 7 extending northerly from said West Brook Street 88 feet, parallel and adjoining the westerly line of said lot numbered 7.

Meaning and intending to convey and hereby conveying the same and all the same premises as were conveyed to us by deed of the Milford Federal Savings and Loan Association dated June 8, 1962, recorded with Worcester District Deeds Book 4286, Page 460.

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
wife of said Mortgagor,

release to the Mortgagee all rights of tenancy by the entirety, dower and homestead and other interests in the mortgaged premises

Witness our hands and seals this twenty-sixth day of February, 1965

Thomas W. Ford.
Joan H. Ford.

Commonwealth of Massachusetts

WORCESTER, ss.

February 26, 1965

Then personally appeared the above-named Thomas W. Ford and Joan H. Ford

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

J. Laurence Doyle, Notary Public

My commission expires March 3, 1967

Recorded March 2, 1965 at 4h. 7m. P. M.

■ END OF INSTRUMENT ■

BAY STATE FEDERAL SAVINGS AND LOAN ASSOCIATION holder of a mortgage from
(Formerly Brookline Federal Savings and Loan Association)

----- Harold J. Ellis, Jr. -----

to it

dated August 6, 1964 and recorded with Worcester

Deeds, Book 4488 Page 363

for consideration paid, namely One Thousand One Hundred and 00/100 Dollars

releases to Harold J. Ellis, Jr.

all interest acquired under said mortgage in the following described portion of the mortgaged premises:

A certain parcel of land in