

ly and bounded easterly by said Carey's land, now or formerly, to an old crop wall; thence crossing said wall and continuing southerly, turning a little easterly, and bounded easterly by land now or formerly of said Carey to a corner of said wall; thence westerly and bounded southerly by said land now or formerly of said Carey to a corner of the said wall and to land now or formerly of John Keegan; thence northerly and bounded westerly by said land now or formerly of said Keegan to a lane leading from land of said Keegan to the aforesaid road; thence easterly and bounded northerly by said lane and said road to the place of beginning, containing eight acres, more or less. Being the same property which is described in a mortgage from John Curley to Austin A. Taft dated, May 17, 1862, and recorded in the Worcester Registry of Deeds, Book 651, Page 598 to which reference is made for a more particular description.

See Deed & Aff.  
of Sale

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See Book 3219

Page 33

Parcel 3. A certain tract or parcel of land, situated in the northerly part of said Mendon, on the southerly side of a crop road leading westerly from Providence and Worcester road past the dwelling house now or formerly of Charles A. Davenport, containing about six acres, more or less, and bounded as follows: Northerly by said crop road; westerly by land now or formerly of John Keegan; southerly by land now or formerly of said Keegan and land formerly of Holland Allbe and easterly by land now or formerly of Holland Allbe. Being the same premises purchased by John Curley from Holland Allbe and which are more particularly described in a mortgage from the said Curley to Amariah A. Taft recorded in the Worcester County Registry of Deeds, Book 656, Page 127\* to which reference is made for a more particular description. \*Should be 129

T O H A V E and T O H O L D the granted premises with all the privileges and appurtenances thereto belonging, to the said Timothy B. Curley and his heirs and assigns, to their own use and behoof forever. And I hereby for myself and my heirs, executors and administrators, covenant with the grantee and his heirs and assigns that - a lawfully seized in fee simple of the granted premises, that they are free from all encumbrances, that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors and administrators shall W A R R A N T and D E F E N D the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons. P R O V I D E D N E V E R T H E L E S S that if I, or my heirs, executors, administrators, or assigns, shall pay unto the grantee or his executors, administrators, or assigns, the sum of Nine Hundred and Sixty-two (\$962.00) Dollars on demand five years after date, with interest semi-annually at the rate of five 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 satisfactorily to and for the benefit of the grantee, and his executors, administrators, 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 him 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 one note of even date herewith, signed by me, whereby I 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 his executors, administrators, 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, either as a whole or in separate parcels, and at one time or at different times, 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 me and all persons claiming under me 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 his 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 me or my heirs or assigns; and I hereby, for myself and my heirs and assigns, covenant with the grantee and his heirs, executors, administrators and 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 that the benefit of any entry shall enure to any purchaser at said sale who shall be held to claim thereunder in case of any defect in said sale, and said grantee and his assigns are hereby appointed and constituted the attorney or attorneys irrevocable of the said grantor and her successors in the title in the granted premises to execute and deliver to the said purchaser a full transfer of all policies of insurance on the buildings upon the land covered by this