

shall immediately become due and payable by the party of the second part, and upon the payment of said sum title to said system is to pass from the party of the first part to the party of the second part.

The party of the second part hereby waives and relinquishes any and all claims against the party of the first part, and does hereby exonerate, discharge and agree to protect and save harmless and indemnified said party of the first part, and its assignees from any and all liability for damage which may be suffered by the party of the second part, their agents, servants, or by any other person or persons on or about said premises, by reason of leakage, fire, explosion, or other casualty occurring through any imperfection in, injury or damage to, or by reason of the operation of the said system or premises, or from any cause whatsoever.

The party of the second part covenants and agrees that, at the time of the signing of this agreement, the property or premises are free of all liens and encumbrances

The party of the second part hereby agrees to make application for and secure necessary permits from the respective City and State authorities for the making of said improvements and the installing of said equipment, and for the storing, handling and dispensing of petroleum products on and from said piece of land first above described. Should any of said permits be refused or unduly delayed by the City and/or State authorities, then the party of the first part may at its election forthwith cancel this agreement.

The party of the second part shall pay for all water, gas and electricity used on the premises, keep the premises and the improvements on the premises in a clean and neat condition and not misuse or permit to be misused any of the mechanical equipment placed upon the premises by the party of the first part.

This agreement shall continue in full force and effect for a further period of one (1) year from the end of the period hereinbefore stipulated, unless either party shall give written notice to the contrary, to the other party, sixty days prior to the termination of said first mentioned period; and after termination of said second period this agreement shall continue until termination by either party, by the giving of ninety days' written notice of such termination.

This agreement is not assignable without the written consent of the party of the first part.

All rights, remedies and liabilities herein given to, or imposed upon either of the parties hereto, shall extend to the respective heirs, executors, administrators, successors, and assigns of such party.

I N W I T N E S S W H E R E O F the parties have hereunto set their hands the day and year first above written.

Witnesses:  
F. B. Burke  
J H Randall  
J H Randall

The Atlantic Refining  
Company  
By D T Colley  
Boy-Jac Service  
By A. E. Boyden  
By Everett E. Jacobson

Signed subject to elimination of paragraphs marked x  
State of Massachusetts

County of Worcester ss. In Worcester, on this 27th day of September A. D. 1932, before me the undersigned personally appeared Alfred E. Boyden and Everett E. Jacobson personally known to me and known to be the person executing the foregoing instrument, and acknowledged the said instrument by then executed to be their free and voluntary act and deed,

Lloyd Morton Notary Public (seal)  
My commission expires May 11, 1939

Rec'd Oct. 25, 1932 at 2h. 29m. P. M.

Ent'd & Ex'd

\* \* \* \*

Curley  
to  
Curley  
-\$1.00 Stamp  
Cancelled

I, Timothy B. Curley of Mendon, County of Worcester holder of a mortgage from Annie M. Curley to me dated July 3, 1924 recorded with Worcester District Deeds, Book 2344, Page 96, by the power conferred by said mortgage and every other power, for Six Hundred Dollars paid, G R A N T to Timothy B. Curley the premises conveyed by said mortgage. Parcel 1. A certain tract or parcel of land, with the buildings thereon situated in said MENDON, on the southerly side of the road leading from the house now or formerly of Charles A. Davenport to the house now or formerly of Perley Taft, in Upton, and bounded as follows: Beginning at a point on said road at the northeasterly corner of the premises to be conveyed and at the northwesterly corner of land now or formerly of Charles A. Davenport; thence running southerly and bounded easterly by land now or formerly of said Davenport along an old wall to a corner; thence westerly and bounded southerly by land now or formerly of said Davenport along an old stone wall to land now or formerly of Thomas Carey;