

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 the said Davenport along an old stone wall to land now or formerly of Thomas Carey; thence northerly and bounded westerly by land now or formerly of said Carey along an old stone wall to the said road; thence easterly along the said road to the place of beginning.

Being the premises conveyed to John Curley by deed of Charles A. Davenport by deed dated September 10, 1866, and described also in a mortgage from said Curley to said Davenport of the same date recorded in the Worcester Registry of Deeds, Book 733, Page 433, to which description reference is hereby made for a more particular description.

Parcel 2. A certain tract or parcel of land, with the buildings thereon, situated in said MENDON, bounded and described as follows, viz: Beginning at a point 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 at a corner of Thomas Carey's land; thence southerly 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.

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 129, to which reference is made for a more particular description."

W I T N E S S my hand and seal this 10th day of October 1949

Edward T. Powers

The Commonwealth of Massachusetts

Worcester, ss. October 10, 1949 Then personally appeared the above-named Edward T. Powers, Assignee and acknowledged the foregoing instrument to be his free act and deed, before me

Henry C. Walker Notary Public

My commission expires September 6, 1953

Rec'd Nov. 3, 1949 at 3h. 36m. P. M. Ent'd & Ex'd.

* * * * *

Powers

Affidavit

A F F I D A V I T I, Edward T. Powers named in the foregoing deed, make oath and say that the principal, interest obligation mentioned in the mortgage above referred to was not paid or tendered or performed when due or prior to the sale, and that I published on the 10, 17 and 24th day of September, 1949, in the Worcester Daily Telegram, a newspaper published, or by its title page purporting to be published, in Worcester, Mass. and having a circulation therein and in said Mendon, a notice of which the following is a true copy:

By virtue and in execution of the power of sale contained in a certain mortgage given by Annie M. Curley to Timothy B. Curley, dated July 3, 1924, and recorded in Worcester District Deeds, Book 2344, Page 96, of which mortgage the undersigned is the present holder by assignment from Norman M. French, Public Administrator of the Estate of Timothy B. Curley, dated February 4, 1948, and recorded in Worcester District Deeds, Book 3114, Page 513, for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at public auction at ten o'clock A. M., on Monday, the tenth day of October A. D. 1949, on the premises, all and singular the premises described in said mortgage, to wit: