

Before me, Levi Hammond, Justice of Peace.

Rec'd Oct^r 8th 1846 at 11^h 40^m A. M. Ent^d & Ex^d By Alex. H. Milder, (Clerk)

Hayward Jotham
to
Ezekiel P. Burr, &c.

Know all men by these presents, that I, Jotham Hayward, of Mendon, in the County of Worcester, and Commonwealth of Massachusetts, yeoman, in consideration of eight hundred dollars, paid by Ezekiel P. Burr and Esther L. Burr, both of said Mendon, she single woman, and he, Boat-maker, the receipt whereof I do hereby acknowledge, do give, grant, sell, and convey unto the said Ezekiel P. Burr and Esther L. Burr, their heirs and assigns a certain piece of land situated in the Easterly part of said Mendon, on the road leading from the late residence of Dr. Daniel Thurber, deceased, to Bellingham, containing twelve acres, more or less, with a dwelling house and other buildings thereon: Beginning at the Northwesternly corner of the premises, at a corner of land of Sally Johnson, and at said road; thence running Southerly by said road; twenty eight rods, twelve links to a wall at land of John Howe; thence as said wall stands S. 73 $\frac{1}{2}$ ° E. fifty two rods, five links to a cross wall; thence N. 20° W. forty rods, twenty links; thence N. 28 $\frac{1}{4}$ ° W. twenty six rods, fourteen links; thence S. 55 $\frac{1}{2}$ ° W. thirty three rods, nineteen links, to the place of beginning; bounded Northerly partly by land of Sally Johnson, and partly by land of Benjamin Bates; Easterly by land of said Bates; Southerly by land of John Howe; and Westerly by said road. The grantor reserves to himself, his heirs and assigns, a privilege to pass and repass across the Southeastery corner of the afore-granted premises, by the cartway heretofore used, to and from the land owned by him lying Easterly of said premises, for all necessary purposes.

To have and to hold the afore-granted premises, to the said Ezekiel P. and Esther L. their heirs and assigns, to their use and behoof forever. And I do for myself, my heirs, executors, and administrators, covenant with the said Ezekiel P. and Esther L. their heirs and assigns, that I am lawfully seized in fee of the afore-granted premises; that they are free of all incumbrances; that I have good right to sell and convey the same to the said Ezekiel P. and Esther L.; and that I will warrant and defend the same premises to the said Ezekiel P. and Esther L. their heirs and assigns forever, against the lawful claims and demands of all persons.

In witness whereof, we the said Jotham Hayward, and Levier Hayward, wife of said Jotham, in testimony that she voluntarily relinquishes all her right of dower, in the afore-granted premises, have hereunto set our hands and seals, this eleventh day of February, in the year of our Lord, one thousand eight hundred and forty six.

Signed, sealed and delivered,

Jotham Hayward (seal)

Lever Hayward (seal)

in presence of { Worcester Co. February 11, 1846. Then the above named Jotham Hayward & Ezekiel Burr } acknowledged the above instrument to be his free act and deed—
Isaac Davenport }

Before me, Isaac Davenport, Just. of Peace.

Rec'd Oct^r 8th 1846 at 11^h 43^m A. M. Ent^d & Ex^d By Alex. H. Milder, (Clerk)