Dolan et ux.

to

Thayer

KNOW ALL MEN BY THESE PRESENTS that we, Edward Dolan and Sarah A. Dolan, husband and wife, both of Mendon, in the County of Worcester, and Commonwealth of Massachusetts, in consideration of One Dollar and other valuable considerations, paid by Harry A. Thayer, of Holyoke, in the County of Hampden, and Commonwealth aforesaid, the receipt whereof is hereby acknowledged, do hereby G I V E, SELL, CONVEY BARGAIN, and unto the said GRANT, Harry A. Thayer, certain premises, being all the same premises conveyed by Hannah M. Wilcox and Enola L. Bradford to us by deed dated October 19, 1907, recorded with Worcester District Deeds, Libro 1866, Folio 363, and bounded and described in said deed as follows, to wit:- "Three parcels of land, situated in said MENDON and described as follows, viz:

First: A parcel on the westerly side of the road from Milford to Woonsocket, hereinafter called the Woonsocket road, containing three-fourths of an acre, more or less, with a dwelling house thereon, being the first parcel set off to Samuel W. Wilcox by a partition of the Estate of Samuel G. Wilcox made by order of the Superior Court, said partition being dated December 6, 1883, and duly confirmed and recorded with Worcester District Deeds, Book 1275, Page 640, said parcel being bounded as follows: Northerly and westerly by land now or formerly of Heirs of Olney Cook, easterly by said road and southerly by land of Lewis B. Caskill.

Second: A parcel containing 27 acres, more or less, on the easterly side of said Woonsocket road, with a barn thereon, and bounded northerly by land formerly of Mary T. Gould, now of one Whiting, easterly by the westerly bank of Mill River and the bank of Muddy Brook, southerly by the road leading from Mendon to Bellingham, hereinafter called the Bellingham road, and westerly by said Woonsocket road. Excluding from this conveyance all the land owned by us over which said streams or either of them flow, as well as land easterly therefrom, and all right to use their waters for mill or manufacturing purposes. And reserving to grantors, their heirs and assigns, any portion of the dam across Mill River that may be on the granted premises, the right to enter on said granted premises to repair or rebuild the same, and the right to use and repair or rebuild any trench or canal now on the granted premises made for taking water from Mill River or Muddy Brook for any purpose whatever.

Excepting from the land enclosed by the boundaries above given about five acres set off by said partition to Hamilton C. Wilcox. The parcel hereby conveyed is a part of the second parcel set off to Samuel W. Wilcox by said partition, and includes in addition a parcel described in deed of Samuel G. Wilcox to Samuel W. Wilcox, dated April 29, 1873, recorded with

Worcester District Deeds, Book 900, Page 97.

Third: A parcel comprising about 16 acres of wood and sprout land, situated on the southerly side of said Bellingham road, bounded northerly by said Bellingham road, easterly by land now or formerly of Heirs of Robert Allen and land of another, southerly by land formerly of Ariel Cook and westerly by land now or recently of Lewis B. Gaskill. It being the third parcel set off by said partition to Samuel W. Wilcox, excepting a parcel conveyed by him to George S. Chipman and Lavinia—Chipman by deed dated April 29, 1889, and recorded with said Deeds, Book 1412, Page 350. This conveyance is made subject to the right to pass over the premises given by said partition to Hamilton C. Wilcox, his heirs and assigns.

Together with the right to take by a pipe water from the well on land formerly of Gilbert Cook, as granted us this day by deed of Lewis B. The grantors, Hannah M. Gaskill, to be recorded with this instrument. Wilcox and Enola L. Bradford, derive title to the premises by virtue of the deed last named and also their rights, the first as widow, the second as the only child of said Samuel W. Wilcox, now deceased, intestate." the granted premises, with all the TO HOLD HAVE and privileges and appurtenances thereto belonging to the said Harry A. Thayer and his heirs and assigns to their own use and behoof forever. And we do hereby, for ourselves and our heirs, executors and administrators covenant with the said grantee and his heirs and assigns that we are lawfully seized in fee simple of the granted premises, that they are free from all incumbrances except as aforesaid and the taxes for 1912; that we have good right to sell and convey the same as aforesaid; and that we will and our heirs, executors, and administrators shall WARRANT and DEthe same to the said grantee and his heirs and assigns forever against the lawful claims and demands of all persons, except conditions aforesaid.

And for the consideration aforesaid I, Edward Dolan, husband of the said Sarah A. Dolan, do hereby release unto the said grantee and his heirs and assigns all right to an estate by the CURTESY in the granted premises, and all other rights and interests therein; and I, Sarah A. Dolan, wife of the said Edward Dolan, do hereby release unto the said grantee and his heirs and assigns all right of or to both DOWER and HOMESTEAD in the granted premises, and all rights by statutes and all other rights therein.

IN WITHESS WHEREOF we, the said Edward Dolan and Sarah A. Dolan, hereunto set our hands and seals this fifteenth day of August, in the year one thousand nine hundred and twelve.