

same premises to the said Webber, his heirs and assigns, forever, against the lawful claims and demands of all persons.

Provided, nevertheless, that if the said Bephas Derby, his heirs, executors, or administrators, pay to the said Amos J. Webber, his heirs, executors, or administrators or assigns, the sum of seventy five dollars, as follows, viz: twenty five dollars, on the first of August next and fifty dollars in one year from this date, with interest, then this deed, as also two certain notes bearing date with these presents, given by the said Bephas Derby to the said Amos J. Webber, to pay the same sum with interest at the time aforesaid, shall be void, otherwise shall remain in full force.

In witness whereof, I, the said Bephas Derby have hereunto set my hand and seal this Second day of July, in the year of our Lord one thousand eight hundred and forty six.

Bephas Derby (Seal)

Signed, sealed and delivered, in presence of Worcester, July 2^d, 1846. Then the above named Charles Grout, - - - - - Bephas Derby acknowledged the above instrument to be his free act and deed before me,

Charles Grout, Just. of Peace,
Rec'd. August 12th, 1846, at 9th A.M. Ent'd & Ex'd by Alex. H. Wilder, Reg't.

Hand and seal this eighth day of December in the year of
our Lord one thousand eight hundred and forty six.
Witness, Charles Grout, of Worcester, Esq.
Webber, Charles Grout,
Worcester, Dec 5, 1846, then the above named Abner G.
Webber acknowledged the above instrument to be his free
act and deed before me Charles Grout Justice of Peace.
Rec'd. Dec 5, 1846 at 9th A.M. Ent'd & Ex'd by Alex. H. Wilder, Reg't.

Leland Ezra
to
Albert L. Turner.

I know all men by these presents, that I, Ezra Leland of Mendon, in the County of Worcester and Commonwealth of Massachusetts, yeoman, in consideration of one hundred and fifty dollars, paid by Albert L. Turner, of said Mendon, Boot-maker, the receipt whereof I do hereby acknowledge, do give, grant, sell and convey unto the said Albert L. Turner, his heirs and assigns, a certain tract or lot of land situated in said Mendon near where the Old Parish Meeting House, lately stood on the Westerly side of Road by Col. Warren Rawson's house bounded Easterly on said road and Westerly on land belonging to Charles L. P. Hastings and Mary M. Hayward, Northwesterly on Col. Rawson's office lot, about one rod from the Southerly end of his office and Southerly on land of Zerekiah Fletcher to the North end of his house, containing about forty rods be the same more or less, with the buildings standing thereon, being the same tract or lot of land and buildings that I purchased of Marcia Stone conveyed to said Stone by deed from Daniel Rawson, recorded in Registry of Deeds at Worcester, Book 388, Page 605. Said premises are subject to a mortgage made by me to said Daniel Rawson on the first day of April A.D. 1846, for the sum of five hundred fifty dollars and the interest on that sum. The said Albert L. Turner taking the premises subject to said Mortgage with the privileges belonging to said premises.

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

In witness whereof, we the said Ezra Leland and Hannah