

one thousand nine hundred and ten.

Signed, sealed, and delivered

in presence of

Joseph H. Doyle

Charles T. Aldrich.

(seal)

The words "the road from" and "remove or take and sell on the premises" interlined before executed.

Commonwealth of Massachusetts.

Worcester ss. June 4, 1910. Then personally appeared the above-named Charles T. Aldrich and acknowledged the foregoing instrument to be his free act and deed, before me,

Joseph H. Doyle Justice of the Peace.

Rec'd June 8, 1910, at 8h. 30m. A. M. Ent'd & Ex'd.

* * * * *

KNOW ALL MEN BY THESE PRESENTS that I, Blanche M. Dodge, of Worcester, in the County of Worcester, and in the Commonwealth of Massachusetts, Trustee under the last will of Herbert L. Burbank, late of Milford, in the County of Worcester, and Commonwealth aforesaid, do, by virtue of a decree of the Probate Court for said County, made on the power and authority given me in said will, and by virtue of every other power me hereto enabling, and in consideration of Two Hundred Dollars, to me paid by Effie A. Nelson, of said Milford, the receipt whereof is hereby acknowledged, hereby GRANT, BARGAIN, SELL, and CONVEY unto the said Effie A. Nelson, a certain parcel of land, including all building thereon, on the southerly side of Spruce Street, in said MILFORD, being all the same premises conveyed by deed under power in power of sale mortgage given by the Milford Co-operative Bank to said Herbert L. Burbank, dated April 20, 1895, recorded with Worcester District Deeds, Book 1469, Page 523.

Dodge, Tr.

to

Nelson

See Discharge B:2054 P. 368

TO HAVE and TO HOLD the granted premises, with all the privileges and appurtenances thereto belonging, to the said Effie A. Nelson and her heirs and assigns to their own use and behoof forever.

PROVIDED NEVERTHELESS that if I, or those having my estate in the premises, shall pay unto the grantee, or her executors, administrators, or assigns, the sum of Two Hundred Dollars, on demand, from this date, with interest semi-annually at the rate of six per cent per annum, and until such payment shall pay all taxes and assessments, to whomsoever laid or assessed, whether on the granted premises or any interest therein, or on the debt secured hereby; shall keep the buildings on said premises insured against loss by fire in a sum not less than two hundred dollars, for the benefit of the grantee, and her executors, administrators, and assigns, in such form and at such insurance offices as they shall approve, and shall deposit each policy in their hands before the time when it takes effect; and shall not commit or suffer any strip or waste of the granted premises, or any breach of any covenant herein contained, then this deed, as also a note of even date herewith, whereby I promise, as Trustee as aforesaid, to pay to the grantee or order the said sum and interest at the times aforesaid, shall be void. But upon any default in the performance or observance of the foregoing condition, the grantee, or her executors, administrators, or assigns, may sell the granted premises, or such portion thereof as may remain subject to this mortgage in case of any partial release hereof, together with all improvements that may be thereon, at public auction in said Milford first publishing a notice of the time and place of sale once each week for three successive weeks in some one newspaper published in said Worcester County the first publication of such notice to be not less than twenty-one days before the day of sale, and may convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple; and such sale shall forever bar me and all persons claiming under me from all right and interest in the granted premises, whether at law or in equity. And out of the money arising from such sale the grantee or her representatives shall be entitled to retain all sums then secured by this deed, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by them by reason of any default in the performance or observance of said condition, rendering the surplus, if any, to me, or to my heirs, successors, or assigns. And I hereby for myself and my heirs, successors, and assigns, covenant with the grantee and her heirs, executors, administrators, and assigns, that in case a sale shall be made under the foregoing power I or they will upon request execute, acknowledge, and deliver to the purchaser or purchasers a deed or deeds of release confirming such sale. And it is agreed that the grantee, or her executors, administrators, or assigns, or any person or persons in her or their behalf, may purchase at any sale made as aforesaid, and that no other purchaser shall be answerable for the application of the purchase money; and that, until default in the performance of the condition of this deed, I and my successors and assigns may hold and enjoy the granted premises and receive the rents and profits thereof.

IN WITNESS WHEREOF I hereunto set my hand and seal this thirteenth day of October in the year one thousand nine hundred and nine.