

Then personally appeared the above named Omer J. Houle and Lillian M. Houle, his wife, otherwise known as Lillian Houle

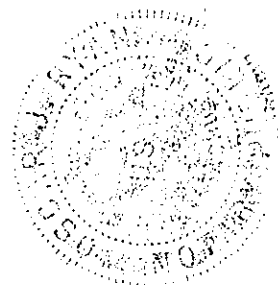
4380

and acknowledged the foregoing instrument to be their free act and deed, before me,

99

Oscar J. Ryan
Oscar J. Ryan Notary Public
~~XXXXXXXXXXXX~~

My commission expires April 28, 1967



Recorded June 25, 1963 at 11h. 15m. A. M.

■ END OF INSTRUMENT ■

We, Thomas J. Malia and Elaine M. Malia, husband and wife, both of Mendon, Worcester County, Massachusetts,

*See Book 4508
Page 472
See Book 4537
Page 587*

~~being married~~, for consideration paid, grant to the

Milford Federal Savings and Loan Association

a United States corporation doing business in Milford, Worcester County, Massachusetts,

with mortgage covenants to secure the payment of

- - - - ELEVEN THOUSAND SEVEN HUNDRED - - - - (\$ 11,700.00) Dollars

with interest thereon, as provided in our note of even date, and the observance and performance of all of the covenants and agreements of this mortgage and of said note:—

*See Certificate
of Poss'n
B. 4537 P. 587
See Deed + AFF.
of Sale
B. 4537 P. 591
+
592*

A certain parcel of land in said Mendon situated at the northerly corner of the intersection of Blackstone Street and Emerson Street, which land is bounded and described as follows:

- BEGINNING at a cement bound in the northwesterly line of said Blackstone Street at land now or formerly of G. Godfrey Davenport, Jr., et ux;
- THENCE southwesterly along the northwesterly line of Blackstone Street to the northeasterly line of Emerson Street;
- THENCE northwesterly along the northeasterly line of Emerson Street to a stone wall at land of one Barrows;
- THENCE northeasterly along the stone wall and land of said Barrows to a cement bound at land now or formerly of said Davenport;
- THENCE S. 48° 30' E. two hundred twenty (220.00) feet, more or less, by said land now or formerly of said Davenport to the point of beginning.

These premises are conveyed subject to any Telephone Company pole rights and subject to any water or water pipe rights mentioned in said deed to us if applicable and in force.

Including as a part of the realty all portable or sectional buildings, stoves, ranges, heating apparatus, including all oil and gas burner equipment, plumbing, mantels, storm doors and windows, oil burners, gas and electric fixtures, screens, screen doors, awnings, air-conditioning apparatus, and other fixtures of whatever kind and nature, on said premises, or hereafter placed thereon prior to the full payment and discharge of this mortgage, insofar as the same are, or can by agreement of the parties, be made a part of the realty. The Mortgagor covenants that no such item now on the premises is subject to a conditional sale agreement; and as to any such item hereafter upon the premises subject to a conditional sale agreement, the Mortgagor covenants to make all payments as they become due.

Whenever the words Mortgagor and Mortgagee are used herein they shall include their several heirs, executors, administrators, successors, grantees and assigns subject to the limitations of law and of this instrument, and if the context requires, the words Mortgagor and Mortgagee and the pronouns referring to them shall be construed as plural, neuter or feminine.

The Mortgagor covenants and agrees that he shall keep the buildings now or hereafter standing on the mortgaged premises insured against fire and (when required by the Mortgagee) also against other casualties and contingencies in sums satisfactory to and for the benefit of the Mortgagee.

The Mortgagor agrees and covenants to pay to the Mortgagee, on the payment dates of the note secured by this mortgage, in addition to the payments of principal and interest therein required, a monthly apportionment of the sum estimated by the Mortgagee to be sufficient to make payment of all municipal taxes, charges and assessments, and insurance premiums, upon the mortgaged property as they shall become due and any balance due for any of said payments shall be paid by the Mortgagor. The Mortgagee is hereby specifically authorized to pay when due, or at any time thereafter, all of said payments and to charge the same to the account of the Mortgagor.

The Mortgagor covenants and agrees to perform and observe all of the terms and conditions of the mortgage note secured by this mortgage, and further covenants and agrees to pay on demand to the Mortgagee, or the Mortgagee may at its option add to the principal balance then due, any sums advanced or paid by the Mortgagee on account of any default, of whatever nature, by the Mortgagor, or any sums advanced or paid, whether before or after default, for taxes, repairs, improvements, insurance on the mortgaged property or any other insurance pledged as collateral to secure the mortgage loan, or any sums paid by the Mortgagee, including reasonable attorney's fees, in prosecuting, defending, or intervening in any legal or equitable proceeding wherein any of the rights created by this mortgage are, in the sole judgment of the Association, jeopardized or in issue.

In the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured, and in the same manner as with the Mortgagor without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no foreclosure on the part of the Mortgagee and no extension, whether oral or in writing, of the time for the payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either in whole or in part.

This mortgage is upon the STATUTORY CONDITION, for any breach of which the Mortgagee shall have the STATUTORY POWER OF SALE.

~~release to the Mortgagee all rights of tenancy by the curtesy and other interests in the mortgaged premises~~
~~deed and homestead~~
Husband of said Mortgagor,
wife

Witness OUR hands and seals this twenty-first day of June 1963

..... Thomas J. Malia
..... Elaine M. Malia

Commonwealth of Massachusetts

WORCESTER, ss. June 21, 1963

Then personally appeared the above-named Thomas J. Malia and Elaine M. Malia

and acknowledged the foregoing instrument to be their free act and deed, before me,

J. Laurence Doyle
J. LAURENCE DOYLE, Notary Public

My commission expires March 3, 1967

Recorded June 25, 1963 at 11h. 17m. A. M.