James E. Forsythe, Trustee of Forsythe Family Trust, under a Declaration of Trust, dated October 20, 1975, recorded herewith as Instrument Vo. 37628

with interest as provided in a note of even date, and also to secure the performance of all agreements and covenants contained herein and in the note secured hereby:—
a certain parcel of land, with the buildings thereon and all the privileges and appurtenances thereto belonging: situated in Mondon, bounded and described as follows:

A certain tract or parcel of land situated on the westerly side of North Avenue in Mendon, Worcester County, Massachusetts, and being more particularly bounded and described as follows, to wit:-

Beginning at the northeasterly corner of the granted premises at the end of a stone wall on the westerly side of said avenue and at land of Mendon-Upton Regional School, which point is 3.75 feet distant N. 74° 29' 40" E. of a drill hole in said stone wall, thence S. 74° 29' 40" W., by said stone wall and land of the Mendon-Upton Regional School, 225.0 feet to a drill hole in said stone wall; thence S. 25° 13' 20" E., 200.0 feet to an iron pipe in the ground; thence N. 74° 29' 40" E., 225.0 feet to an iron pipe in the westerly line of said avenue, the last two courses bounding by land of one Davenport; thence N. 25° 12' 30" W., by said avenue, 197.65 feet to a Worcester County Highway Bound; and thence N. 24° 12' 20" W., by said avenue, 2.35 feet to the point of beginning.

Containing 44,354 square feet, more or less.

Said premises are shown on plan entitled Land of Emma B. Davenport, Mendon, Mass. dated June 11, 1966 by John R. Andrews, Jr. Surveyor, recorded with Worcester District Deeds, Plan Book 304, Plan 76.

Including as part of the realty all heating apparatus, oil burners, plumbing, gas and electric fixtures, screens, mantels, shades, screen doors, storm doors and windows, awnings and all other fixtures of whatever kind and nature at present or hereafter installed in or on the granted premises in any manner which renders such articles usable in connection therewith, so far as the same are, or can by agreement of parties be made, a part of the realty.

The Mortgagor covenant **s** and agree **s** that he shall keep buildings now or hereafter standing on 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 hereby covenants and agree s to pay the Mortgagee each month, commencing one month from date hereof, a sum equal to one-twelfth of the annual taxes assessed on the granted premises for the last preceding taxable year, which payments are to be applied towards the payment of the taxes assessed on said premises when said taxes become due and payable, and any balance due on said taxes after the application of such payments shall be paid by the Mortgagor and any surplus shall be applied by the Mortgagee on account of the debt hereby secured.

This mortgage is upon the Statutory Condition, for any breach of which the Mortgagee shall have the Statutory Power of Sale.

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Witness my hand and seal this

20th

day of Oct.

1975

FORSYTHE FAMILY TRUST

By Trustee Trustee

Commonwealth of Massachusetts

Worcester ss..

Oct. 20, 1975.

Then personally appeared the above

named

James E. Forsythe

and

acknowledged the foregoing instrument to be his free act and deed, scientific as Trustee of Forsythe Family Trust, before me,

Notary Public Anthony N. Compagnone
My commission expires July 17, 1979

Recorded NOV 7 1975 at 3 h. 3 m. M.