

366 and above referred to and that we will and our heirs, executors, and administrators shall warrant and defend the same to the said grantees and their heirs and assigns forever against the lawful claims and demands of all persons claiming by, through or under us except as aforesaid but against none other. And for the consideration aforesaid I, Minna A. Wardwell wife of said William H. Wardwell do hereby release unto the grantees and their heirs and assigns all right of or to both dower and homestead in the granted premises. I do witness whereof we the said William H. Wardwell, Henrietta G. Wardwell and Minna A. Wardwell hereunto set our hands and seals, this fifth day of February in the year one thousand eight hundred and ninety one. ~

Signed and sealed in presence of
Harriet Brown. } William H. Wardwell (seal)
Wm B. Durant to W. H. W. & H. G. W. } Henrietta G. Wardwell (seal)
Harriet Brown. } Minna A. Wardwell (seal)

Commonwealth of Massachusetts Suffolk ss. February 5th 1891. Then personally appeared the above-named William H. Wardwell and Henrietta G. Wardwell and acknowledged the foregoing instrument to be their free act and deed, before me, Wm B. Durant Justice of the Peace. Middlesex ss. Feb. 5, 1891. Read & Recorded.
Clara Chas B. Stevens Reg

Dudley
to
Wardwell.

Know all Men by these Presents That we Ezra C. Dudley of Newton, and Elijah A. Shaw of Lexington both in the County of Middlesex and Commonwealth of Massachusetts in consideration of five thousand five hundred dollars paid by Henrietta G. Wardwell of said Newton widow the receipt whereof is hereby acknowledged, do hereby give, grant bargain, sell and convey unto the said Henrietta G. Wardwell two certain parcels of land situated in that part of said Newton called Newton Centre bounded and described as follows: viz: 1st. Parcel: Beginning at the junction of Station and Summer streets on the easterly side of said Summer street and bounded southerly on Station street by a line running in a southeasterly direction fifty one (51) feet to Beacon street, thence bounded southerly by a line running easterly on Beacon street seven hundred twenty and one half (720½) feet, thence turning and bounded easterly on land now or late of Horace Converse by a line running in a northerly direction four hundred and

twenty six (426) feet, thence turning and bounded northerly on land now or late of one Loring by a line running in a westerly direction five hundred and seventy five (575) feet to said Summer street, thence turning and bounded westerly on said Summer street by a line running in a southwesterly direction six hundred and forty five (645) feet to the point of beginning, be any of said measurements more or less and however otherwise bounded, measured or described: containing eight acres, one quarter, three rods and twenty nine feet more or less. 2d. Parcel: bounded northeasterly by Everett street there measuring ninety four (94) feet, easterly by land of one Ellie there measuring ninety five and twenty hundredths (95.20) feet, southerly by the parcel above described there measuring one hundred (100) feet and westerly by land of one Colly there measuring ninety seven and eighty eight hundredths (97.88) feet and containing nine thousand two hundred and forty three square feet of land more or less. Being the same premises conveyed to said Dudley and Shaw by said Henrietta G. Wardwell and by William H. Wardwell by their deed dated February 5th 1891 to be delivered and recorded simultaneously herewith, and this conveyance is made subject to any restrictions therein contained or referred to, to the rights of the city of Boston in and over the parcel first described, with the Sudbury River conduit and to a certain mortgage given by said William H. Wardwell to Joseph H. White and others, trustees, dated September 12, 1884 and recorded with Middlesex So. Dist. Deeds lib. 1679 fol. 366, the principal sum secured by said mortgage being twelve thousand dollars. The grantee for herself, her representatives and assigns covenants and agrees to release from the operation of this mortgage to the grantors their representatives heirs and assigns as requested from time to time, portions of the estates above described, upon the following terms: reference being made in relation thereto to a plan drawn by E. J. Smilie dated June 23, 1884 and recorded in Middlesex So. Dist. Deeds book of plans No. 44, No. 41. The land under and appurtenant to the dwelling house with a right of way to Everett street as shown on said plan is not to be released unless by subsequent agreement between the mortgagee and mortgagee, or those having their respective interests, until payment of the mortgage debt; that land is thus bounded: west by a proposed new street to Everett street forty feet wide including said right of way and produced in the same

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" " 2161 " 412
" " 2210 " 533

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direction southerly to the Conduit, southerly by the Conduit, easterly by land now or late of Cousins, northerly by land of Ellis and the lot on Everett street, west of Ellis, and shown on said plan. Lots of land fronting on Summer street, south of the Conduit not exceeding in depth one hundred and fifty feet are to be released on payment to the mortgagee of three cents per square foot, provided that twelve cents per foot for the same is paid to the first mortgagee and applied on the first mortgage note; if not so paid and applied, the second mortgage is to be paid before releasing such a sum as will with the amount paid the first mortgage amount to fifteen cents per square foot for the land so released. Lots of land on other part of the estate except the land above set apart with the house are to be released on payment to the second mortgagee of two cents per square foot, provided that three cents per foot is paid to the first mortgagee and applied on the first mortgage debt; if not so paid and applied, the second mortgage is to be paid such a sum as will with the amount paid the first mortgage amount to five cents per square foot for the land so released. **To Have and To Hold** the granted premises, with all the privileges and appurtenances thereto belonging to the said Henrietta G. Wardwell and her heirs and assigns to their own use and behoof forever. And we hereby, for ourselves and our heirs, executors and administrators, covenant with the grantee and her 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, 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 defend the same to the grantee and her heirs and assigns forever against the lawful claims and demands of all persons. **Provided nevertheless** that if we or our heirs, executors administrators or assigns, shall pay to the grantee or her executors, administrators or assigns the sum of five thousand five hundred dollars in, or at our option within three years from this date, with interest semi-annually at the rate of five 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 on any interest therein, or on the debt secured hereby shall keep the buildings on said premises insured against fire, in

a sum not less than five thousand dollars, for the benefit of the grantee and her executors, administrators and assigns, in such form and at such insurance office as they shall approve, and at least two days before the expiration of any policy on said premises, shall deliver to her or them, a new and sufficient policy to take the place of the one so expiring; 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 one note of even date herewith, signed by us whereby we promise to pay to the grantee or order the said principal sum and instalments of 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 thereof, together with all improvements that may be thereon, by public auction in said Newton first publishing or notice of the time and place of sale once each week for three successive weeks in some one newspaper published in said Newton 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 us and all persons claiming under us from all right and interest in the granted premises, whether at law or in equity. And out of 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 the said condition rendering the surplus, if any, to us or our heirs or assigns; and we hereby for ourselves and our heirs or assigns, covenant with the grantee and her heirs, executors, administrators and assigns that, in case a sale shall be made under the foregoing power, we 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 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 or observance of the condition of this deed, we and our heirs and assigns may hold and enjoy the granted premises and receive the rents and profits thereof. And for the consideration aforesaid I, Harriet E. Dudley wife of said Ezra C. Dudley do hereby release unto the said grantee and his heirs and assigns all right of or to dower and homestead in the granted premises. I M. W. Wess, whereof we the said Ezra C. Dudley, Harriet E. Dudley and Elijah A. Shaw (the latter having no wife) herunto set our hands and seals this fifth day of February in the year one thousand eight hundred and ninety one. Ezra C. Dudley (seal) Elijah A. Shaw (seal) Harriet E. Dudley (seal) Signed and sealed in presence of Edward H. Mason to E. C. D. W. H. Shaw to E. A. S. Commonwealth of Massachusetts Suffolk ss Boston Feby. 5, 1891. Then personally appeared the above named Ezra C. Dudley and acknowledged the foregoing instrument to be his free act and deed, before me Edward H. Mason, Justice of the Peace.

Middlesex ss. Feb. 5, 1891. Recd. & Recorded.

(True Copy) H. B. Stearns, Reg.

Dudley
to
Shaw

Know all Men by these Presents That I, Ezra C. Dudley of Newton in the County of Middlesex and Commonwealth of Massachusetts in consideration of three thousand dollars, paid by Elijah A. Shaw of Lexington in said County the receipt whereof is hereby acknowledged, do hereby give, grant bargain, sell and convey unto the said Elijah A. Shaw my undivided half of two certain parcels of land with the buildings thereon, situated in that part of said Newton called Newton Centre and bounded and described as follows: 1st. Parcel beginning at the junction of Station and Summer streets on the easterly side of Summer street and bounded southerly on Station street by a line running in a southeasterly direction fifty one (51) feet to Beacon street, thence bounded southerly by a line running easterly on Beacon street seven hundred twenty and one half ($720\frac{1}{2}$) feet, thence turning and bounded easterly on land now or late of Horace Converse by a line running in a northerly direction four hundred and twenty six (426) feet, thence turning and bounded northerly on land now or late of one Loring by a line running in a westerly direction five hundred and seventy five (575) feet to Summer street, thence turning and bounded westerly on Summer street by a line running in a southwesterly direction