

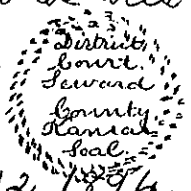
Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

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Doc#	Document Type	Town	Book/Page	File Date	Consideration
2319165	NONE		02319/271	11/09/1894	
Property-Street Address and/or Description					
Grantors					
Grantees					
References-Book/Pg Description Recorded Year					
Registered Land Certificate(s)-Cert# Book/Pg					

State of Texas- State of Kansas, County of Seward ss. 23 October 19th, 1894. Then personally appeared the above-named Ezra b. Dudley, and acknowledged the foregoing instrument to be his free act and deed, before me,

L. A. Etzold Notary Public
Clerk of District Court.



Commonwealth of Massachusetts. Suffolk ss. November 12, 1894. Then personally appeared the above named Elijah A Shaw and acknowledged the foregoing instrument to be his free act and deed, before me, John Lathrop Wakefield, Justice of the Peace. Middlesex ss. Nov. 12, 1894. Rec'd & Recorded.

Attest Chas B. Stevens Reg

I Know all Men by these Presents,

Prescott
to
Bayley.
a

That I, Frank Prescott of Boston, in the County of Suffolk and State of Massachusetts, in consideration of fifty five hundred dollars paid by Charles H. Bayley of said Boston, the receipt of which is hereby acknowledged, do hereby give, grant, bargain, sell, and convey unto the said Charles H. Bayley, and his heirs and assigns, a certain parcel of land, with the buildings thereon, situated in that part of Newton in the County of Middlesex and State aforesaid, called Newton Centre, bounded south-easterly by Chesley Road, eighty five $\frac{4}{100}$ feet; north-easterly by land now or late of Colby and land now or late of Pratt, one hundred and fifty nine $\frac{64}{100}$ feet; north-westerly by land now or late of Ezra b. Dudley et al., seventy four $\frac{93}{100}$ feet; and south-westerly by land now or late of Ezra b. Dudley et al., one hundred and fifty nine $\frac{12}{100}$ feet. containing twelve thousand seven hundred and forty one $\frac{07}{100}$ square feet. Said premises are shown on a plan made by E. A. W. Hammatt, dated October 1, 1894, recorded with Middlesex (South District) Deeds. Being the same premises conveyed to me by Ezra b. Dudley et al., by deed dated October 11, 1894, to be herewith recorded. To Have and To Hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Charles H. Bayley and his heirs and assigns, to his and their own use and behoof forever. And I, the said Frank Prescott do hereby for myself and my heirs, executors and administrators, covenant with the said grantee and his heirs and assigns that I am lawfully seized in fee-simple of the granted premises; that they are free from all incumbrances,

Discharge, No. 2329 of 1894.
See them at end of this book

that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors and administrators shall warrant and defend the same to the said grantee and his heirs and assigns forever against the lawful claims and demands of all persons. Provided nevertheless that if the said grantor or his heirs, executors, administrators or assigns shall pay unto the said grantee or his executors, administrators or assigns, the sum of fifty five hundred dollars in two years from this date, (The right being reserved to prepay said sum at any time before maturity provided that fifty dollars in addition to said principal sum and the interest due thereon be paid at said time) with interest half yearly at the rate of six per cent. per annum, and until such payment shall punctually pay all taxes and assessments to whomsoever laid or assessed, whether on the granted premises or on any interest therein or on the note or debt hereby secured, shall keep the buildings now or hereafter on said premises insured against fire in such an amount, in such form, and at such insurance offices as shall be approved by said grantee, or his executors, administrators or assigns; shall cause all policies of insurance against fire on said buildings to be made payable in case of loss to him or them; and shall not commit or suffer any strip or waste of the granted premises or any breach of any covenant herein contained; or in case of any default in the performance or observance of the condition of this mortgage shall on demand pay to the said grantee or his executors, administrators or assigns, all such sums as he or they shall reasonably pay for taxes, insurance or otherwise, in consequence of such default, (he and they being hereby expressly authorized in case thereof to make, at the expense and on the account of said grantor and his heirs and assigns, any payment or to do any act herein required to be made or done by him or them,) with legal interest and all costs, charges, and expenses, then this deed, as also a certain promissory note of even date herewith, signed by the said grantor, whereby he promises to pay to the said grantee or order, the said principal sum and interest at the times aforesaid shall both be void. But upon any default in the performance or observance of the foregoing condition the said grantee or his executors,

administrators or assigns, may sell the granted premises or such portions thereof as shall not have been released from the operation hereof, as a whole or in parcels, with all improvements that may be thereon, at public auction, such sale or sales to be on or near the granted premises, or at the Real Estate Exchange and Auction Board in the City of Boston, without notice or demands, except giving notice of the time and place of sale by publishing the same once in each week for three successive weeks in one or more newspapers published in said County of Middlesex and may convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee-simple; and out of the proceeds of such sale or sales retain all sums then secured by this deed, whether then or thereafter payable, including all sums mentioned in the foregoing condition, and all costs, charges and expenses of advertising and selling as aforesaid, or incurred or sustained by him or them by reason of any default in the performance or observance of the condition of this deed, or of any covenant or agreement herein contained, including a reasonable compensation for his or their own time and services, rendering the surplus, if any, together with an account of all such costs, charges and expenses, to the said grantor or his heirs or assigns: and such sale or sales, so to be made, shall forever be a bar both at law and in equity against the said grantor, his heirs and assigns, and all persons claiming or to claim the premises or any part thereof, by, from or under him or them or any of them. And it is agreed that, in case any sale shall be made as aforesaid, the grantor or his heirs or assigns, will upon request execute and deliver such further deeds or instruments as may be necessary or proper to confirm such sale, and to vest a perfect title to the premises sold in the purchaser or purchasers thereof; that the said grantee or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at such sale, and that no other purchaser shall be answerable for the application of the purchase money; that, until default in the performance or observance of the condition of this deed, the grantor and his heirs and assigns, may hold and enjoy the granted premises and

receive the rents and profits thereof; and that if the principal sum hereby secured shall not be paid promptly at maturity, it shall not be afterwards tendered before the commencement of proceedings for foreclosure by entry or sale, except upon thirty days' notice in writing of the intention to make such tender; but this agreement shall not be held to prevent or delay the commencement of such proceedings in case of default in the performance or observance of the above condition. In witness whereof, the said Frank Prescott, being unmarried, have hereunto set my hand and seal this tenth day of November in the year one thousand eight hundred and ninety four. Frank Prescott. (seal). Signed and sealed in presence of Commonwealth of Massachusetts. Suffolk ss. November 12, 1894. Then personally appeared the above-named Frank Prescott and acknowledged the foregoing instrument to be his free act and deed, before me, John Lathrop Wakefield, Justice of the Peace. Middlesex ss. Nov. 12, 1894. Read & Recorded.

Attest C. H. J. B. Stevens, Reg.

Prescott
to
Sumner.
a

Know all Men by these Presents, That I, Frank Prescott of Boston, in the County of Suffolk and State of Massachusetts, in consideration of one dollar and other valuable considerations paid by William H. Sumner of said Boston, the receipt of which is hereby acknowledged, do hereby convey, remise, release and forever quitclaim unto the said William H. Sumner and his heirs and assigns, a certain parcel of land, with the buildings thereon, situated in that part of Newton in the County of Middlesex and State aforesaid, called Newton Centre, bounded south-easterly by Chesley Road, eighty five $\frac{44}{100}$ feet; north-easterly by land now or late of Bolby and land now or late of Pratt, one hundred and fifty nine $\frac{64}{100}$ feet; north-westerly by land now or late of Ezra B. Dudley et al., seventy four $\frac{93}{100}$ feet; and south-westerly by land now or late of Ezra B. Dudley et al., one hundred and fifty nine $\frac{12}{100}$ feet. Containing twelve thousand seven hundred and forty one $\frac{0}{100}$ square feet. Said premises are shown on a plan made by E. A. W. Hammatt, dated October 1, 1894, recorded with Middlesex (South District) Deeds Being the same premises conveyed to me by Ezra B. Dudley

See Plan at end of this book.