

veyed to me by said grantee, by deed, dated November 10, 1894, recorded with Middlesex (S. Dist) Deeds, Book 2319, Page 274. To Have and To Hold the above released premises, with all the privileges and appurtenances to the same belonging, to the said Frank Prescott and his heirs and assigns, to his and their use and behoof forever. In Witness Whereof, I the said William H. Sumner together with Carrie D. Sumner wife of the said William H. who joins herein in token of her release unto the said Frank Prescott and his heirs and assigns, of all right of or to both Dower and Homestead in the above released premises have hereunto set our hands and seals this first day of December in the year of our Lord eighteen hundred and ninety four. William H. Sumner (seal) Carrie D. Sumner (seal). Signed, sealed, and delivered in presence of James J. Johnston Jr. Commonwealth of Massachusetts, Suffolk ss. December 7, 1894. Then personally appeared the above named William H. Sumner and acknowledged the foregoing instrument to be his free act and deed, before me John Bathrop Wakefield. Justice of the Peace.

Middlesex ss. Dec. 18, 1894. Read & Recorded.

Attest/Chas B. Stevens Reg

Prescott
to
Carriett
x

To Now All Men by these Presents.
That I, Frank Prescott of Boston in the County of Suffolk and State of Massachusetts, in consideration of sixty five hundred dollars paid by Harriet O. Carriett of said Boston, singlewoman, the receipt of which is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Harriet O. Carriett and her heirs and assigns, a certain parcel of land situated in the part of Newton in the County of Middlesex and State aforesaid called Newton Centre, bounded; southeasterly by Wesley Road eighty five $\frac{1}{4}$ feet. northeasterly by land now or late of Colby and land now or late of Pratt one hundred and fifty nine $\frac{1}{4}$ feet. northwesterly by land now or late of Dudley and Shaw seventy four $\frac{1}{4}$ feet and southwesterly by land now or late of Dudley and Shaw one hundred and fifty nine $\frac{1}{4}$ feet the said premises are shown on a plan made by C. C. W. Hammett

Deed to Sarah Pease, D. 2661 P. 410.
2986 899

ed October 1, 1894. recorded with misdeeds (So. Dist.) Deeds, Being the same premises conveyed to me by William H. Sumner by deed dated December 1, 1894. to be herewith recorded. I do have and I do hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Harriet O. Wright and her heirs and assigns to her 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 her heirs and assigns that I am lawfully seized in fee simple of the granted premises, that they are free from all incumbrances, 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 her 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 her executors, administrators or assigns, the sum of sixty five hundred dollars in three years from this date 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 whomever 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 her executors, administrators or assigns, shall cause all policies of insurance against fire on said buildings to be made payable in case of loss to her 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 her executors, administrators or assigns, all such sums as she or they shall reasonably pay for taxes, insurance or otherwise in consequence of such default, (she and they being here-

by 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 her 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 demand; 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 sum 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 her 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 her 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 instrument 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 her 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*, I the said Frank Prescott, being unmarried, have hereunto set my hand and seal this first day of December in the year one thousand eight hundred and ninety four. Frank Prescott *(seal)* Signed and sealed in presence of, Commissioner of Massachusetts, Suffolk ss. December 17, 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. Dec. 19, 1894. Read & Recorded.

Attest: Chas B. Stevens Reg

To 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

Prescott
to
Sumner

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