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FALL RIVER ELECTRIC LIGHT COMPANY

Indenture of First Mortgage and Deed of Trust
Dated as of January 1, 1953

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Inserted for convenience only and not as a part
of the Indenture of First Mortgage

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INDENTURE OF FIRST MORTGAGE AND DEED OF TRUST

(hereinafter called the "Indenture") dated as of January 1, 1933 and made by FALL RIVER ELECTRIC LIGHT COMPANY, a corporation organized and existing under the laws of the Commonwealth of Massachusetts and having its principal place of business in the City of Fall River in said Commonwealth (hereinafter called the "Company"), party of the first part, and STATE STREET TRUST COMPANY, a corporation organized and existing under the laws of the Commonwealth of Massachusetts and having its principal place of business in the City of Boston in said Commonwealth (hereinafter called the "Trustee"), party of the second part.

WHEREAS, the Company is authorized by law, and deems it necessary from time to time, to borrow money for its proper corporate purposes, and to mortgage and pledge its property hereinafter described to secure the payment thereof; and to that end, in the exercise of said authority, the Company has duly authorized and directed the creation of an issue of its bonds, to an amount limited only by law and the terms of this Indenture, to be known generally as its First Mortgage and Collateral Trust Bonds and to be issued in one or more series, and, in order to secure the payment of the principal of and premium, if any, and interest on said bonds (hereinafter called the "Bonds"), to provide for the authentication and delivery thereof by the Trustee and to establish and declare the terms and conditions upon which the Bonds are to be issued and secured, the Company has heretofore duly authorized and directed the execution and delivery of this Indenture; and

WHEREAS, the Company proposes to procure the authentication and delivery hereunder of Bonds of a series to be known as First Mortgage and Collateral Trust Bonds, 3 1/2% Series due 1983 (hereinafter referred to as the "Bonds of the 1983 Series"), the coupon Bonds of such series, the interest coupons to be attached to such coupon Bonds, the registered Bonds of the 1983 Series, and the Trustee's authentication certificate to be executed on the Bonds of all series to be in substantially the forms set forth in Section 4.01, respectively; and

WHEREAS, all acts and proceedings required by law and by the Certificate of Organization and Certificate of Incorporation and by-laws of the Company necessary to secure the payment of the principal of and interest and premium, if any, on the Bonds of the 1983 Series, to make the Bonds of the 1983 Series to be issued hereunder, when exe-

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cut by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, and to constitute this Indenture a valid and binding mortgage for the security of all of the Bonds, in accordance with its and their terms, have been done and taken; and the execution and delivery of this Indenture have been in all respects duly authorized;

Now, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the principal of and premium, if any, and interest on all Bonds at any time issued and outstanding under this Indenture according to their tenor, purport and effect, and to secure the performance and observance of all the covenants and conditions therein and herein contained, and to declare the terms and conditions upon and subject to which the Bonds are and are to be issued and secured, and for and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the holders thereof, and of the sum of \$1 duly paid to the Company by the Trustee, at or before the executing and delivery hereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company has executed and delivered this Indenture, and by these presents does grant, bargain, sell, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto State Street Trust Company, Trustee, its successors in the trust hereof and its and their successors and assigns, the following property, rights, privileges and franchises (which collectively are hereinafter called the "trust estate"), to wit:

CLAUSE I.

All the property, real, personal or mixed (other than excepted property) of every kind, character and description which is described in the Schedule of Mortgaged Properties and Schedule of Montana Securities and Contract set forth in Article Twenty.

CLAUSE II.

Also all power houses, plants, buildings, distributing stations, substations, transforming stations and other structures for or used for or intended for use in connection with the manufacture, generation, transmission or furnishing of electricity, and the machinery, fixtures, fittings and equipment thereof or appurtenant thereto, including, without limiting the generality of the foregoing, all dynamos,

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engines, turbines, boilers, pumps, generators, transformers, converters, regulators, exciters, meters, shafting and belting and all other apparatus and appliances for generating, producing, transmitting, distributing, or utilizing electricity, which are owned by the Company on the date of the execution hereof or which may be hereafter constructed or acquired by it.

CLAUSE III.

Also all transmission and distribution lines and systems, whether underground, surface or overhead, for or used for or intended for use in connection with the transmission and distribution of electricity, and the conduits, mains, pipes, poles, crossarms, insulators, transformers, cables, wires, motors, fixtures, tools, and all other apparatus and appliances connected therewith or appurtenant thereto, which are owned by the Company on the date of the execution hereof or which may be hereafter constructed or acquired by it.

CLAUSE IV.

Also all water and water rights, water power, riparian and flowage rights and all dams, locks, pumps, reservoirs, aqueducts, canals, flumes, raceways, water wheels, head gates, tail races and all the apparatus and appliances connected therewith or appurtenant thereto (except such as may be appurtenant to the real estate hereinafter described as not used or useful in the public utility business of the Company) which are owned by the Company on the date of the execution hereof or which may be hereafter constructed or acquired by it.

CLAUSE V.

Also all franchises, immunities, privileges, permits, licenses, easements and rights of way authorizing, permitting or facilitating the erection, maintenance or operation upon, over or under any streets, avenues, highways, alleys, lanes, walks, parks and other public places in any county, city, town, township or village, or upon, over or under any private property, of poles, wires, conduits, mains, pipes or other structures or apparatus for the transmission or distribution of electricity, or otherwise relating to the business of generating, producing, transmitting, distributing, utilizing and purchasing electricity, which are owned by the Company on the date of the execution hereof or which may be hereafter constructed or acquired by it.

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CLAUSE VI

And, also, all other real property, interests in real property, lands, rights of way, easements, leaseholds, rights of the Company in and to the streets, roads and avenues adjoining or in front of the Company's properties, and all other property, real, personal and mixed, of every kind, character and description and wheresoever situate (other than excepted property) now owned or which may be hereafter constructed or acquired by the Company, including all other property, which may include any excepted property, at any time hereafter, by delivery or by a supplemental indenture or other instrument, expressly granted, bargained, sold, aliened, remise, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed to the Trustee by the Company or by a successor corporation, or by anyone in its behalf or with its written consent as and for additional security for the Bonds issued and to be issued under this Indenture; the Trustee being authorized at any and all times to receive any such grant, bargain, sale, alienation, remise, release, conveyance, assignment, transfer, mortgage, pledge, setting over or confirmation and to hold and apply any such property upon and subject to the terms and provisions which shall be set forth herein and in such supplemental indenture or other instrument not inconsistent herewith.

Together with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid mortgaged property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 7.01 hereof) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has, or may hereafter acquire, in and to the aforesaid mortgaged property and franchises and every part and parcel thereof.

Save, however, to the following (none of which, in the opinion of the Company, materially interferes with the conduct of its business): the exceptions and reservations and matters specifically recited in the Schedule of Mortgaged Properties set forth in Article Twenty hereof; the reservations, exceptions, conditions, limitations and restrictions contained in the several deeds, franchises and contracts or other instruments through which the Company acquired or claims title to or enjoys the use of the mortgaged property; such servitudes, ense-

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ments, rights and privileges in, over, on, under or through said properties as have been granted by the Company to other persons; statutory and municipal requirements relating to land and buildings; the rights of the public and others in streets, roads and highways, open or unopen, or laid out but unopened, crossing or bounding any of the said parcels; the rights of the Commonwealth of Massachusetts and of the United States of America, in and to any streams, rivers or bodies of water abutting any of the said parcels; the rights of electric, gas, water, telephone and telegraph companies (other than the Company) to maintain and operate pole lines, conduits, and gas and water mains over or through any of the said parcels or on or in the streets, roads or highways abutting thereon as the same may now or hereafter be located; any easements visible on the ground but not evidenced by recorded agreements or grants; and permitted encumbrances as defined in Section 142; and, with respect to any property which the Company may hereafter construct or acquire, to any liens then in effect thereon or placed thereon, for unpaid portions of the purchase money, at the time of such acquisition to the extent permitted by Section 9.10.

CLAUSE VII.

EXCEPTED PROPERTY.

There is, however, expressly excepted and excluded from the lien and operation of this Indenture the following described property of the Company, herein sometimes referred to as "excepted property"; provided, however, that if upon the happening of any default as hereinafter defined the Trustee or a receiver or trustee shall enter upon and take possession of the trust estate, the Trustee or such receiver or trustee may, to the extent permitted by law, at the same time likewise take possession of any and all of the property described in this Clause VII, other than paragraph F, then on hand and use and administer the same to the same extent as if such property were part of the trust estate, unless and until such default shall be remedied or waived and possession of the trust estate restored to the Company:

A. All property expressly excepted from the lien of this Indenture in the descriptions contained in the "Schedule of Specifically Excepted Properties" in Article Twenty;

B. All cash on hand and in banks, contracts, shares of stock, certificates of interest, bonds, notes, evidences of indebtedness and

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other securities, bills, notes and accounts receivable, and other choses in action, conditional sales contracts or agreements and appliance rental or lease agreements, other than any of the foregoing which are by the express provisions of this Indenture subjected or required to be subjected to the lien hereof;

C. All equipment, materials and supplies not installed as part of the fixed property of the Company and held for use or consumption in its business, all goods, wares, merchandise, appliances, materials and supplies, electric energy and other products manufactured, generated, produced, purchased or acquired for the purpose of sale, lease or distribution in the ordinary course of business; and timber, gas, oil, coal and other minerals and other products, fuel and other personal property which are consumable (otherwise than by ordinary wear and tear) in their use in the operation of the plants or systems of the Company;

D. Office furniture, equipment and supplies;

E. Aircraft, automobiles, trucks and similar vehicles, together with all equipment necessary to the operation and maintenance thereof;

F. The last day of the term of each leasehold estate (oral or written and/or any agreement therefor) now or hereafter enjoyed by the Company, and whether falling within a general or particular description of property herein, and all leasehold interests, permits, licenses, franchises and rights which are intended to be hereby granted, conveyed, mortgaged, pledged, transferred and assigned but which cannot be so granted, conveyed, mortgaged, pledged, transferred or assigned without the consent of other parties whose consent is not, after reasonable effort, secured, or without subjecting the Trustee to a liability not otherwise contemplated by the provisions of this Indenture;

G. All other property (not specifically subjected or required to be subjected to the lien hereof) which for some reason does not fall within the character of bondable property as defined in Section 1.27; and

H. All property excepted from the Lien hereof pursuant to the provisions of Article Fourteen.

To Have and to Hold all of the property, real, personal and mixed, and all and singular the lands, properties, estates, rights, franchises,

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privileges and appurtenances hereby granted, bargained, sold, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed, or intended so to be, unto the Trustee and its successors in trust and to its and their assigns, forever.

But in Trust, Nevertheless, for the equal and proportionate use, benefit, security and protection of those who from time to time shall hold the Bonds and coupons, or any of them, authenticated and delivered hereunder and duly issued by the Company, without any discrimination, preference or priority of any one Bond or coupon over any other by reason of priority in the time of issue, sale or negotiation thereof or otherwise, except as provided in Section 12.28, so that, subject to said Section 12.28, each and all of said Bonds and coupons shall have the same right, lien and privilege under this Indenture and shall be equally and proportionately secured thereby (except as any sinking, replacement or other analogous fund established in accordance with the provisions of this Indenture may afford additional security for the Bonds of any particular series), with the same effect as if all of the Bonds and coupons had been issued, sold and negotiated simultaneously on the date of the delivery hereof.

The Company Hereto Declares that it holds and will hold and apply all property and rights, described in the foregoing paragraph F as specifically reserved and excepted, upon the trusts herein set forth and as the Trustee (or any purchaser upon any sale of the mortgaged property hereunder) shall for such purpose direct from time to time, to the fullest extent permitted by law or in equity and by any instruments creating the same, as fully as if the same could be and had been hereby granted, conveyed, mortgaged, pledged, transferred and assigned to and vested in the Trustee.

It is hereby covenanted, declared and agreed by and between the parties hereto that all Bonds and coupons, if any, are to be authenticated, delivered and issued, and that all property subject or to become subject hereto is to be held, subject to the further covenants, conditions, uses and trusts herein set forth, and the Company for itself and its successors or assigns does hereby covenant and agree to and with the Trustee and its successor or successors in such trust, for the benefit of those who shall hold said Bonds, or coupons, or any of them, as follows:

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ARTICLE ONE

Definitions of Certain Terms.

Unless the context otherwise requires, the terms defined in this Article One shall for all purposes of this Indenture and of any indenture supplemental hereto and in all certificates or opinions have the meanings herein specified, such definitions to be equally applicable to both the singular and plural forms of any of the terms herein defined. All other terms used in this Indenture which are defined in the Trust Indenture Act of 1939 or which are defined therein by reference to the Securities Act of 1933, as amended, shall (except as herein otherwise expressly provided) have the meanings assigned to such terms in said Trust Indenture Act and in said Securities Act as they were in force on the date of the execution of this Indenture.

SECTION 1.01. The term "Company" shall mean the party of the first part hereto, Fall River Electric Light Company, and, subject to the provisions of Article Fourteen, shall also include its successors and assigns.

SECTION 1.02. The term "obligor", when used with respect to Bonds issued or issuable under this Indenture, shall mean every person who is liable thereon.

SECTION 1.03. The term "Trustee" shall mean the party of the second part hereto, State Street Trust Company, Boston, Massachusetts, and also any successor trustee or, subject to Section 13.18, co-trustee which shall become such in the manner prescribed in Article Fifteen.

SECTION 1.04. The term "corporation" shall also include any voluntary association, joint stock company, business trust or other similar organization.

SECTION 1.05. The term "person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, an unincorporated organization or a government or any agency or political subdivision thereof.

SECTION 1.06. The term "affiliate" as used with respect to any person shall mean any other person who or which, directly or indirectly, controls or is controlled by or is under common control with such person. The term "control" as used with respect to any person shall

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mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities or by contract, or otherwise. The terms "affiliated", "affiliation", "controlling", "controlled by", and "under common control with" shall have meanings correlative with the foregoing.

Section 1.07. The term "Indenture" shall mean this Indenture, as originally executed and as it may from time to time be supplemented, modified or amended by any supplemental indenture entered into pursuant to the provisions hereof.

Section 1.08. The term "supplemental indenture" or "indenture supplemental hereto" shall mean any indenture hereafter duly authorized and entered into between the Company and the Trustee pursuant to the provisions hereof.

Section 1.09. All references herein to "Articles", "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; and the words "herein", "hereof", "hereby", "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

Section 1.10. The term "Bond" or "Bonds" shall mean any Bond or all of the Bonds, as the case may be, authenticated and delivered under this Indenture.

Section 1.11. The term "outstanding" when used with reference to Bonds shall, except as hereinafter in this Section provided, mean, as of any particular time, all Bonds theretofore authenticated and delivered by the Trustee under this Indenture except

- (a) Bonds theretofore or concurrently therewith cancelled by the Trustee or surrendered to the Trustee for cancellation;
- (b) Bonds held uncanceled by the Trustee under any of the provisions of this Indenture, including any so held in the sinking fund, replacement fund or any analogous fund provided for herein, provided, however, that any such Bonds shall be considered as outstanding for the purpose of determining the annual interest

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charges on bonded indebtedness to be shown in any earnings certificate as defined in Section 1.44;

(c) Bonds for the payment or redemption of which money in the necessary amount shall have theretofore been or shall concurrently therewith be deposited in trust with the Trustee or a paying agent in compliance with the provisions of Section 16.03 with irrevocable direction to apply the same (subject to the provisions of Section 16.04 hereof); provided that if such Bonds are to be redeemed, notice shall have been duly given or waived or irrevocable provision therefor satisfactory to the Trustee shall have been made; and

(d) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee pursuant to the terms of Section 3.12.

In determining the percentage of the principal amount of Bonds outstanding or of Bonds of a particular series outstanding entitling the holders thereof to take any action under this Indenture, or in determining whether the holders of the required percentage of the principal amount of Bonds outstanding or of Bonds of a particular series outstanding have concurred in any direction to the Trustee or in any consent or other action hereunder or in connection with any distribution of the proceeds on any enforcement of this Indenture, Bonds owned legally or equitably by the Company or by any other obligor on the Bonds or by any affiliate of the Company or of any such other obligor shall be disregarded, except that, subject to the provisions of Sections 15.02 and 15.03, for the purpose of determining whether the Trustee shall be protected in relying on any such direction or consent, or making any such distribution, only Bonds which the Trustee knows are so owned shall be so disregarded. Bonds so owned which have been pledged in good faith may be regarded as outstanding for the purpose of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not an affiliate of the Company or of any such other obligor. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

Section 1.12. The term "Bondholders" or "holders of Bonds" or "holders", whenever used herein with respect to a fully registered

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Bond or to a Bond which shall be registered as to principal, shall mean the person in whose name such Bond shall be registered, and whenever used herein with respect to a coupon or other bearer Bond which shall not be registered as to principal, or a coupon, shall mean the bearer of such Bond or coupon.

Section 1.13. The term "responsible officer" of any Trustee shall mean and include the chairman of the Board of Directors, the president, every vice president, every trust officer, every assistant trust officer, the cashier, every assistant cashier, the treasurer, every assistant treasurer, the secretary, every assistant secretary and every officer and assistant officer of such Trustee, other than those specifically above mentioned, to whom any corporate trust matter is referred because of his knowledge of, and familiarity with, a particular subject.

Section 1.14. The term "trust estate" shall mean as of any particular time all of the property, rights, privileges or franchises (except property held by the Trustee for the payment or redemption of particular Bonds or coupons) which at such time is subject or intended to be subject to the lien of this Indenture whether such lien be created by the granting clauses hereof or by subsequent conveyance or delivery to or pledge with the Trustee hereunder or otherwise.

Section 1.15. The term "excepted property" shall mean the property described in Clause VII of the Granting Clauses hereof.

Section 1.16. The term "trust moneys" shall have the meaning specified in Section 8.01.

Section 1.17. The term "sound accounting practice" shall mean recognized principles of accounting practice followed by companies engaged in a business similar to that of the Company; except as otherwise required by any applicable rules, regulations or orders of the Department of Public Utilities of the Commonwealth of Massachusetts, or other public regulatory authority having jurisdiction over the accounts of the Company, provided that the Company may, at the time, contest or controvert in good faith the validity or applicability to the Company of any such rule, regulation or order.

Section 1.18. The terms "written order of the Company", "written request of the Company", "written notice of the Company" and

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"written consent of the Company" shall mean, respectively, a written order, request, notice or consent signed in the name of the Company by its President or a Vice President and by its Treasurer or one of its Assistant Treasurers or its Clerk or one of its Assistant Clerks.

Section 1.19. The terms "Board of Directors" and "Board" shall mean the Board of Directors or Executive Committee of the Company. The term "certified resolution" or "resolution of the Board" shall mean a copy of a resolution or vote of the Board of Directors or Executive Committee certified by the Clerk or an Assistant Clerk of the Company to have been duly adopted by said Board or Executive Committee and to be in full force and effect on the date of such certification.

Section 1.20. The term "officers' certificate" shall mean a certificate signed by the President or a Vice President and the Treasurer or an Assistant Treasurer or the Clerk or an Assistant Clerk of the Company. Each officers' certificate shall, if required by Section 2.08, contain the statements provided for in said Section.

Section 1.21. The term "opinion of counsel" shall mean a written opinion of counsel, who may be counsel for the Company, acceptable to the Trustee. Each opinion of counsel shall, if required by Section 2.08, contain the statements provided for in said Section.

Section 1.22. The term "engineer" shall mean any person engaged in the engineering profession or otherwise qualified to pass upon engineering questions, who, unless required to be independent, may be an officer of or employed by or in any way affiliated with the Company or any other obligor upon the Bonds.

Section 1.23. The term "appraiser" shall mean an individual, co-partnership or corporation engaged in the business of appraising property or securities or otherwise competent to determine the value of the particular property or securities in question, who or which, unless required to be independent, may be employed by or in any way affiliated with the Company or may be the President or Treasurer of the Company or an individual employed by the Company in the capacity of appraiser.

Section 1.24. The term "accountant" shall mean an individual or firm of individuals qualified to pass upon accounting questions, who or which need not be a certified or licensed or public accountant and.

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unless required to be an independent public accountant, may be employed by or in any way affiliated with the Company or may be the Treasurer or the Comptroller or an Assistant Treasurer or an Assistant Comptroller or an individual employed by the Company in the capacity of accountant.

Section 1.25. The term "independent", when applied to any engineer, appraiser, accountant or other expert, shall mean such a person who (1) is in fact independent, and who in the case of a public accountant may be regularly employed by the Company to audit or examine its books, (2) does not have any substantial interest, direct or indirect, in the Company or in any other obligor upon the Bonds or in any affiliate of the Company or of any such other obligor, and (3) is not connected with the Company or any such other obligor or any affiliate of the Company or of any such other obligor, as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions.

Whenever the Company is required to furnish to the Trustee pursuant hereto an opinion or certificate of an independent engineer, appraiser, accountant or other expert, the independent engineer, appraiser, accountant or other expert signing such certificate or opinion shall be appointed by resolution of the Board and approved by the Trustee in the exercise of reasonable care.

The acceptance by the Trustee of a certificate or opinion of an independent engineer, appraiser, accountant or other expert or counsel shall be sufficient evidence that the signer or signers have been approved by the Trustee. Each certificate or opinion of an independent engineer, appraiser, accountant or other expert shall state that the signer has read the definition herein contained of the term "independent" and that the signer is independent within the meaning of such definition, and, if required by Section 2.08, shall contain the statements provided for in said Section.

Section 1.26. An "application" for action by the Trustee hereunder shall consist of, and shall not be deemed complete until the Trustee shall have been furnished with, such resolutions, certificates, opinions, cash, Bonds and other instruments as are required to establish the right of the Company to such action and the date of such application shall be deemed to be the date upon which all such instruments shall have been furnished.

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Section 1.27. The term "bondable property" shall mean and comprise property owned by the Company on December 31, 1952 or thereafter acquired by the Company, located in the Commonwealth of Massachusetts which (except as provided below) is used by or useful to the Company in the business of generating, producing, transmitting, distributing, utilizing or purchasing electricity for heat, light, power or other uses, or in any business which is incidental thereto, including, without limiting the generality of the foregoing, all properties necessary or appropriate for generating, producing, transmitting, distributing, utilizing or purchasing electricity, together with betterments, improvements, additions, replacements, or alterations of, upon and to such property of the Company and equipment and appliances installed as a part of the operating property of the Company; provided that the Company under its charter and all applicable laws shall be lawfully authorized to own and use such property in the business in connection with which the same is used or to be used by it.

Bondable property shall not be deemed to include any property excepted from the lien hereof by paragraphs A to F of Clause VII of the Granting Clauses hereof.

Section 1.28. The term "property additions" shall mean and comprise only bondable property which shall have been constructed or otherwise acquired (including acquisition by merger or consolidation) by the Company subsequent to December 31, 1952, the cost of which is under sound accounting practice properly chargeable to plant accounts, and shall include property in the process of construction on said date in so far as the same is actually constructed subsequent to such date. All property of the character herein described as property additions owned by any successor corporation immediately prior to the time it shall become such successor corporation as provided in Article Fourteen which shall have been subjected to the lien of this Indenture as provided in Section 1.04 shall be deemed to be property additions acquired by such successor corporation at the date upon which it became such and for the purposes of Section 1.44 and of Section 2.01 shall be treated as property used or operated by others in a business similar to that in which it is used or operated by the Company.

Property additions need not consist of a specific or complete accession, addition or improvement or complete new property but may include construction work in progress if carried in plant accounts in accordance with sound accounting practice, whether capable of complete description and identification or not.

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Property additions may include:

(1) the interest of the Company in wires, poles, towers, cross-arms, conduits, substations and property of a similar character used by or useful to the Company in the transmission and distribution of electricity owned jointly with other parties (and the Company's undivided interest in the title thereto shall be deemed title for the purposes of this Indenture); and

(2) paving, grading and other improvements to public highways, streets and alleys and other public lands required for or in connection with the installation or replacement of overhead, surface or underground facilities of the Company and paid for by the Company (notwithstanding the fact that title to such paving, grading and other improvements may not be in the Company).

Property additions shall not be deemed to include (a) any plant, system or other property in which the Company shall acquire only a leasehold interest or, unless the same shall be movable physical property and shall constitute personal property, any betterments, extensions, improvements or additions used by or useful to the Company in connection with any plant, system or property in which the Company shall hold only a leasehold interest; (b) any going concern value or good will, or governmental or municipal franchises, permits or similar rights, as such, separate and distinct from the property operated thereunder, but there shall not be excluded from property additions any equipment or other property of the Company by reason of the fact that it may be located in, upon or under any public highway or customer's premises or other places not owned by the Company; (c) any property subject to a lien or encumbrance other than permitted encumbrances; (d) any property to which the Company shall not have title except as provided in Subparagraphs (1) and (2) above; or (e) any property required to replace similar property the retirement of which has not been credited to plant account, or any property the cost of which has been charged or is properly chargeable to repairs, maintenance or other operating expense accounts.

Any property additions to be acquired or becoming such concurrently with the granting of any application may, at the Company's option, be treated hereunder as already acquired for the purpose of computing property additions, and net additions hereunder.

Bondable property constructed or acquired by the Company after December 31, 1952, subject to any prior lien shall not be deemed to be

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property additions unless and until such prior lien is paid, satisfied or otherwise discharged or all prior lien debt secured thereby has ceased to be outstanding as defined in Section 1.41 and no prior lien debt may then or thereafter be created, authenticated, or issued under such prior lien.

Section 1.29. The term "Montaup Securities" shall mean bonds, notes or other evidences of indebtedness, whether secured or unsecured, and preferred, common or capital stock or other certificates of interest of Montaup Electric Company (a Massachusetts corporation herein sometimes called the "Montaup Company").

Section 1.30. The term "Montaup Contract" shall mean the agreement, dated September 11, 1933, between the Montaup Company, Brockton Edison Company, Blackstone Valley Gas and Electric Company and the Company as amended and supplemented by agreements between the same parties dated February 1, 1934, December 1, 1939 (relative to the authorization of the pledge of Montaup Securities and other matters), May 27, 1935, June 19, 1945, June 27, 1949, and December 31, 1951 and supplemental letters dated November 7, 1939, August 22, 1941, August 26, 1942, and April 1, 1948, and as the same may be further amended from time to time, and any agreement substituted therefor, as provided in Section 9.13 of this Indenture. Said Brockton Edison Company and Blackstone Valley Gas and Electric Company are herein sometimes called "the other shareholder companies".

Section 1.31. (a) The term "cost" as applied to property constructed or acquired by the Company after December 31, 1952, shall, subject to the specific provisions hereinafter in this Section set forth, mean the sum of (1) the amount of cash expenditures made or agreed to be made by the Company therefor, (2) the aggregate principal amount of any debt issued or assumed by the Company in respect of the acquisition thereof or subject to which the same is acquired, (3) the fair value (as of the date of delivery) of any securities, other than debt securities of the Company, delivered by the Company as consideration therefor, (4) the fair value (as of the date of transfer) of any property or such part thereof as may be transferred by the Company in payment therefor, (5) with respect to property constructed by or for the Company, such allowances or charges for interest during construction, taxes, engineering, legal expenses, superintendence, insurance, casualties and other items during construction as, in the opinion of the signers of any certificate hereunder wherein

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the cost of such property is required to be stated, shall be proper under sound accounting practice in respect of the particular property specified in such certificate, and (6) general overhead expense to the extent that it is properly chargeable under sound accounting practice to the cost of such property.

The cost of any new plant or system shall include the cost of any franchises, rights and intangible property simultaneously acquired with the same, for which no separate or distinct consideration shall have been paid or apportioned or shall be readily ascertainable.

In determining cost in cases in which property consists partly of bondable property and partly of non-bondable property, or, in cases in which cost is not allocated between various items of property, and the determination of the cost of any or all of such items is required under any provision of this Indenture, cost may be allocated to the various parts and items of property in accordance with sound accounting practice. For the purpose of making any such allocation the persons signing any officers' certificate in connection therewith may rely on and accept, if they deem it proper so to do, any action duly taken by the Company with respect to such allocation and any valuation and other reports available to them with respect to the property affected including the certificate or opinion of an engineer, appraiser or other expert filed with the Trustee with respect to the fair value of the property so required.

Notwithstanding any other provision of this Indenture, in any case where property shall have been acquired by the Company upon the merger of another corporation into it, or shall have been acquired (otherwise than by construction) without any consideration consisting of cash, property or securities or the incurring or assumption of indebtedness, or in case of property owned by a successor corporation immediately prior to its becoming such successor corporation as provided in Article Fourteen, no determination of cost shall be required, and for all purposes of this Indenture the cost of such property shall be deemed to be the fair value thereof.

(b) The term "cost" as applied to the Montaup Securities at any time certified to the Trustee shall mean their cost in cash, or the equivalent, to the Company.

SECTION 1.32. The term "fair value" when applied to property additions and Montaup Securities when certified to the Trustee, except as otherwise provided in Section 2.07 (c) and Section 8.04, shall mean the fair value to the Company of such property additions and Montaup

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Securities when the same shall have first become properly chargeable to its plant accounts or investment accounts, determined as if such property additions and Montaup Securities were free of liens securing debt, if any.

Section 1.33. (a) The term "amount" as applied to bondable property owned by the Company on December 31, 1952, shall mean sixty per centum (60%) of the book value at which the same shall be recorded upon the books of the Company, exclusive of amounts in plant acquisition adjustment accounts or plant adjustment accounts; and as applied to any property additions shall mean the cost thereof or the fair value thereof, whichever is less.

(b) The term "amount" as applied to Montaup Securities shall mean the cost or fair value thereof, whichever is less, provided, however, that the aggregate amount of all Montaup Securities used as a basis for the authentication and delivery of additional Bonds, for the release of property or withdrawal of trust moneys or as a credit to the replacement fund or any analogous fund or otherwise funded shall not at the time of certification thereof to the Trustee for such use exceed the Company's equity (determined as provided below) in net property additions of the Montaup Company. For this purpose "net property additions of the Montaup Company" means the excess of the cost of property used or useful in its utility business acquired by the Montaup Company and charged to its fixed property accounts subsequent to December 31, 1952 over the sum of (a) the greater of (i) the cost of property retired by it subsequent to that date or (ii) depreciation on the Montaup Company's depreciable utility plant in service accrued after said date computed at a rate of 2 1/4% per annum upon the average of the book cost of such property at the beginning and end of each calendar month and (b) an amount equal to ten sixths (10/6ths) of the principal amount of all outstanding indebtedness (if any) of said Montaup Company represented by bonds, debentures, notes or other evidences of indebtedness, whether secured or unsecured, maturing on demand or not less than one year after the date of issue thereof, excluding any such evidences of indebtedness held by the Company or other shareholders of the Montaup Company who are parties to the Montaup Contract; and the Company's equity therein shall be determined by multiplying the amount of such net property additions of the Montaup Company by the percentage then held by the Company of the total investment of the shareholder companies in the Montaup Company (represented by stock and/or debt).

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Section 1.34. The term "retirements" shall include any bondable property which, subsequent to December 31, 1952, shall have been sold, exchanged or otherwise disposed of, or taken by eminent domain, abandoned, lost, destroyed or retired from service, or shall have become obsolete or worn out, or shall have permanently ceased to be used or useful in the business of the Company, or shall, for any reason, have been removed from the plant account of the Company, or should have been so removed in accordance with sound accounting practice, or is to be treated as a retirement pursuant to Section 2.01 B.

The amount of retirements in respect of bondable property retired otherwise than by release, taking or other disposal in accordance with the provisions of Sections 7.03, 7.04 or 7.05, shall be the excess of

- (a) in the case of bondable property owned by the Company at the close of business on December 31, 1952, the amount thereof,
- (b) in the case of property additions which have been included in a gross additions certificate, the amount at which the same were so included, and/or
- (c) in the case of property additions which have not been included in a gross additions certificate, the cost thereof,

over the amount of any insurance moneys deposited with the Trustee in respect of such properties or applied by the Company in accordance with Section 9.09 hereof to the repair, restoration or replacement of, or other addition to, the trust estate.

The amount of retirements in respect of bondable property released, taken or disposed of in accordance with the provisions of Sections 7.03, 7.04 or 7.05 shall be the excess of the total of the amounts specified in (a), (b) and/or (c) above for all such property, the retirements in respect of which are being determined, over the total of any cash deposited with the Trustee in connection with the release of any of such property pursuant to the provisions of any of said Sections or the deposit of which is not required because of compliance with Subsection A, B, E, F or G of Section 7.06; provided, however, there shall be no retirement in the event that property is taken or disposed of pursuant to the provisions of Section 7.04 and the proceeds thereof are applied to the retirement of Bonds.

Bondable property subject to any prior lien or liens shall not be included in retirements unless and until such prior lien or liens are paid or otherwise satisfied and discharged or all prior lien debt secured

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thereby shall cease to be outstanding as defined in Section 1.41 and provided that no prior lien debt may then or thereafter be created, authenticated or issued under such prior lien.

No reduction in book values of property recorded in the Company's plant accounts nor the transfer of any amount appearing in any such account to intangible or adjustment accounts, arising from adjustments required to be made by any regulatory body, or otherwise, nor the elimination of any amount so transferred, otherwise than in connection with the actual retirement of physical property, shall be taken into account in determining retirements.

Property renewed or replaced through expenditures properly included in operating expenses shall not be taken into account in determining retirements.

If the amount or cost to the Company of any particular property is not separately shown by the books of the Company, an estimate may be used.

In respect of units of property, the cost of which is less than \$2,500 each, retirements may be determined on the basis of such average costs as may be determined in any manner consistent with sound accounting practice, from the books of the Company, without regard to the cost of the particular units of property in question.

Section 1.35. So long as any Bonds of the 1963 Series are outstanding, the term "minimum provision for depreciation" for each calendar year shall mean an amount computed at the rate of 2 1/4% per annum of the average book value of depreciable bondable property subject to the lien of this Indenture and not subject to prior liens, determined on the basis of such depreciable bondable property at the beginning and end of each calendar year or, if any period covering a fraction of a year is involved in any such determination, at the beginning and end of such period. Fractions of a calendar month shall be disregarded in making any calculation of minimum provision for depreciation for any period of time.

After all of the Bonds of the 1963 Series shall have ceased to be outstanding the term "minimum provision for depreciation" shall have such meaning as shall be provided in an indenture supplemental hereto establishing the terms and provisions of a subsequent series of the Bonds.

Section 1.36. (1) The term "funded" when applied to property shall mean all property (other than excepted property) owned by the

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Company on December 31, 1962, and when applied to property additions shall mean property additions to an amount:

- (i) which shall have been made the basis for the withdrawal of trust moneys as provided in Section 8.04, or for the reinstatement of Bonds or Bond credits as provided in Section 2.07 (c);
- (ii) which shall have been made the basis of a credit to any sinking fund or analogous fund established hereby or pursuant to the provisions hereof; or
- (iii) which shall consist of repairs or additions to, or replacements or restorations of, bondable property, made by the application of the proceeds of insurance which shall not have been paid to the Trustee;

(2) The term "funded" when applied to net additions shall mean net additions equal to the amount of net additions shown as having been or being funded in any certificate of available net additions filed with the Trustee:

- (i) as a basis for the reinstatement of Bonds or Bond credits as provided in Section 2.07 (b);
- (ii) as a basis for a credit to any sinking fund or any analogous fund established hereby or pursuant to the provisions hereof;
- (iii) as a basis for the withdrawal of trust moneys, sinking fund moneys or moneys in any analogous fund established hereby or pursuant to the provisions hereof;
- (iv) as a basis for the authentication of Bonds; or
- (v) as a basis for a credit as authorized by Section 7.06 in lieu of the deposit of money with the Trustee;

(3) The term "funded" when applied to Bonds shall mean Bonds:

- (i) delivered to the Trustee to meet the requirements of any sinking fund, replacement fund or analogous fund established hereby or pursuant to the provisions hereof;
- (ii) purchased, paid, redeemed or otherwise retired with trust moneys, sinking fund moneys, replacement fund moneys or moneys in any analogous fund established hereby or pursuant to the provisions hereof;

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(iii) used as a basis for a credit to, or withdrawal of moneys in, any sinking fund, replacement fund or any analogous fund established hereby or pursuant to the provisions hereof; or

(iv) the right to the authentication of which the Company is entitled and which right it has relinquished as a basis for a credit to any sinking fund, replacement fund or analogous fund established hereby or pursuant to the provisions hereof;

(4) The term "funded" when applied to Bond credits shall mean Bond credits equal to the amount thereof shown as being funded in any certificate of available Bond credits filed with the Trustee:

(i) as a basis for a credit to, or withdrawal of moneys in, any sinking fund, replacement fund or any analogous fund established hereby or pursuant to the provisions hereof;

(ii) as a basis for the authentication of Bonds;

(iii) as a basis for a credit as authorized by Section 7.06 in lieu of the deposit of money with the Trustee; or

(iv) as a basis for the withdrawal of trust moneys pursuant to Section 8.03;

(5) The term "funded" when applied to Montaup Securities shall mean (a) all Montaup Securities owned by the Company on December 31, 1932 and (b) Montaup Securities equal to the amount thereof shown as being funded in any certificate of available Montaup Securities filed with the Trustee:

(i) as a basis for the reinstatement of Bonds as provided in Section 2.07(b);

(ii) as a basis for a credit to any sinking fund, replacement fund or any analogous fund established hereby or pursuant to the provisions hereof;

(iii) made the basis of the withdrawal of trust moneys, sinking fund moneys, replacement fund moneys or moneys in any analogous fund established hereby or pursuant to the provisions hereof;

(iv) made the basis for the authentication of Bonds; or

(v) as a basis for a credit authorized by Section 7.06 in lieu of the deposit of money with the Trustee.

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Property additions, net additions, Bonds, Bond credits and Montaup Securities shall be deemed to be funded to the extent provided in this Section 1.36, (i) so long as there are outstanding, or so long as there may be authenticated or delivered hereunder, any Bonds of the 1983 Series or any Bonds of any other series hereafter established, if the provisions of the supplemental indenture creating such series so provide, or (ii) in the case of Bonds or Bond credits, until reinstated as provided in Section 2.07 or in Section 4.04 or under provisions in any supplemental indenture hereto.

Section 1.37. The term "unfunded" shall apply to and include any property additions, net additions, Bonds, Bond credits or Montaup Securities to an amount thereof not theretofore funded pursuant to Section 1.36, or which have become unfunded as provided in the last paragraph of Section 1.36, and any Bonds and Bond credits which having been funded have been reinstated pursuant to Section 2.07 or Section 4.04 or under provisions in any indenture supplemental hereto.

Section 1.38. The terms "gross additions certificate", "certificate of available net additions", "Bond credit certificate", "certificate of available Bond credits", "Montaup Securities credit certificate" and "certificate of available Montaup Securities" shall have the respective meanings specified in Sections 2.01, 2.02, 2.03, 2.04, 2.05 and 2.06.

Section 1.39. The term "net additions" shall mean any property additions established by gross additions certificates and shown as net additions in certificates of available net additions filed with the Trustee; "unfunded net additions" shall mean the amount shown as unfunded net additions in certificates of available net additions filed with the Trustee; "unfunded Bond credits" shall mean the amount established by Bond credit certificates and shown as unfunded Bond credits in certificates of available Bond credits filed with the Trustee; and "unfunded Montaup Securities" shall mean the amount established by Montaup Securities credit certificates and shown as unfunded Montaup Securities in certificates of available Montaup Securities filed with the Trustee.

Section 1.40. The term "prior lien indebtedness" or "prior lien debt" shall mean indebtedness secured by mortgage or other lien

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(other than permitted encumbrances and other than the lien securing bonds of the Company to be retired before or contemporaneously with the execution and delivery of the initial issue of Bonds hereunder) prior to the lien of this Indenture existing on property constituting a part of the trust estate acquired by the Company after December 31, 1952, whether or not assumed by the Company or placed thereon to secure unpaid portions of the purchase price at the time of such acquisition; and the term "prior lien" shall mean any lien securing outstanding prior lien indebtedness or prior lien debt.

Section 1.41. The term "outstanding", with reference to prior lien indebtedness, shall mean as of any particular time all indebtedness authenticated and delivered by the trustee under the prior lien securing the same or, if there be no such trustee, all indebtedness theretofore issued or incurred under any such prior lien, except (a) prior lien indebtedness theretofore cancelled, (b) prior lien indebtedness in lieu of, or in substitution for, which other prior lien indebtedness shall have been issued in substitution for lost, destroyed or mutilated evidences thereof, (c) prior lien indebtedness pledged hereunder under conditions such that no transfer of ownership or possession thereof is permissible except upon discharge of, or default under, the lien hereof, (d) prior lien indebtedness held uncanceled by the trustee under a prior lien (on the same property as that securing the prior lien indebtedness so held) under conditions such that no transfer of ownership or possession thereof is permissible, except to the Trustee hereunder, or to the trustee or other holder of another prior lien on the same property for cancellation or to be held uncanceled under like conditions under the terms of such other lien, and (e) prior lien indebtedness for the payment or redemption or other retirement of which provision shall have been irrevocably made by the deposit of cash with the Trustee hereunder or with the trustee under the lien securing the same, provided that if such indebtedness is to be redeemed, notice of such redemption shall have been duly given or provision satisfactory to the Trustee for the giving of such notice shall have been made.

Section 1.42. The term "permitted encumbrances" shall mean any of the following:

- (1) Liens for taxes, assessments or governmental charges for the then current year and taxes, assessments or governmental

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charges not then delinquent; liens for workmen's compensation awards and similar obligations not then delinquent; mechanics', laborers', materialmen's and similar liens not then delinquent; and any of such liens, whether or not delinquent, whose validity is at the time being contested in good faith by the Company as provided in Section 9.07;

(2) Liens and charges incidental to construction or current operation which have not at such time been filed or asserted or the payment of which has been adequately secured or which, in the opinion of counsel, are insignificant in amount;

(3) Liens, securing obligations neither assumed by the Company nor on account of which it customarily pays interest directly or indirectly, existing upon real estate or rights in or relating to real estate acquired by the Company for substation or transmission, distribution or other right-of-way purposes;

(4) Any right which any municipal or governmental body or agency may have by virtue of any franchise, license, contract or statute to purchase, or designate a purchaser of or order the sale of, any property of the Company upon payment of reasonable compensation therefor, or to terminate any franchise, license or other rights or to regulate the property and business of the Company;

(5) The lien of judgments covered by insurance, or upon appeal and covered by supersedeas bond, or if not so covered not exceeding at any one time \$50,000 in aggregate amount;

(6) Easements or reservations in respect of any property of the Company for the purpose of transmission and distribution lines or other rights-of-way, including overhead and underground transmission and distribution lines, and similar purposes, zoning ordinances, regulations, reservations, restrictions, covenants, party wall agreements, conditions of record and other encumbrances (other than to secure the payment of money), none of which in the opinion of counsel are such as to interfere with the proper operation and development by the Company of the property affected thereby;

(7) Any lien or encumbrance, moneys sufficient for the discharge of which have been deposited in trust with the Trustee hereunder or with the trustee or mortgagee under the instrument

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evidencing such lien or encumbrance, with irrevocable authority to the Trustee hereunder or to such other trustee or mortgagee to apply such moneys to the discharge of such lien or encumbrance to the extent required for such purpose;

(8) Any exceptions, reservations and other matters described in the Schedule of Mortgaged Properties set forth in Article Twenty hereof and, with respect to any property which the Company may hereafter acquire, any terms, conditions, agreements, covenants, exceptions and reservations expressed or provided in the deeds or other instruments, respectively, under and by virtue of which the Company shall hereafter acquire the same, none of which, in the opinion of counsel, will materially adversely affect the trust estate or the operation thereof by the Company; and

(9) The lien of this Indenture.

Section 1.43. The term "title", for the purpose of any provision hereof requiring an opinion of counsel that the Company has title to any property, shall mean good and marketable title and, in respect to real estate, in fee simple, subject to permitted encumbrances, except as to transmission line property and distribution line property, property held under lease, rights of way, easements, riparian rights, flowage rights and property of a similar character, in which event the term "title" shall be deemed to mean such title, whether fairly deducible of record or based on prescriptive right, as, in the opinion of counsel, is satisfactory and is sufficient for the needs and operations of the Company in its business, and counsel in giving such opinion may disregard irregularities or deficiencies in the record evidence of title which, in the opinion of such counsel, can be cured by proceedings within the power of the Company or which, in the opinion of counsel, are not of a serious nature under the facts and circumstances of the case, and may base such opinion on his own investigation and/or upon affidavits, certificates, statements and/or investigations made by persons in whom he has confidence and/or upon examination of a certificate or guarantee of title or a policy of title insurance in which he has confidence.

Section 1.44. The term "earnings certificate" shall mean an officers' certificate (which, unless one of the officers signing the same is an accountant, and shall so state, shall also be signed by an accountant), dated not more than 30 days prior to the date upon which application is made for the authentication and delivery of Bonds in connection with or on the basis of such certificate and in any event dated subse-

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quent to the last previous date upon which any Bonds have been authenticated and delivered hereunder (other than in connection with any transfer, exchange or substitution of outstanding Bonds), containing the statements required by Section 2.08 and setting forth in reasonable detail:

(1) The net earnings of the Company available for interest, computed as hereinafter provided, for a period of 12 consecutive calendar months within the 15 calendar months immediately preceding the calendar month in which the application for authentication and delivery of Bonds is made;

(2) The "annual interest charges on bonded indebtedness", which term shall mean the aggregate annual interest charges on

(a) all Bonds outstanding hereunder at the date of said certificate;

(b) all Bonds whose authentication and delivery are applied for in such application or in any other pending application; and

(c) all prior lien indebtedness outstanding at the date of said certificate;

excluding, however, from such computation the annual interest charges on any Bond or prior lien indebtedness which is to be paid, redeemed or otherwise retired or provision for the retirement of which is to be made, so that the same will cease to be outstanding as herein defined, prior to or concurrently with the authentication and delivery of the Bonds applied for;

(3) That such net earnings available for interest are at least twice the aggregate of such annual interest charges on bonded indebtedness; and

(4) That such net earnings available for interest have been computed as provided in this Section.

If the aggregate principal amount of Bonds being applied for plus the aggregate principal amount of Bonds authenticated and delivered since the commencement of the then current calendar year (other than Bonds with respect to which an earnings certificate is not required or with respect to which an earnings certificate signed by an independent public accountant has been previously furnished) is 10% or more of the aggregate principal amount of the Bonds at the time outstanding hereunder, and if the 12 months' period in respect of which the net

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earnings are being calculated is a period with respect to which an annual report is required to be filed by the Company pursuant to Section 11.03, then such earnings certificate shall be signed by an independent public accountant, in addition to being signed as hereinabove required.

Net earnings available for interest shall be computed in accordance with sound accounting practice (a) by deducting from the total operating revenues of the Company for the period in question derived from the trust estate (including income from Montaup Securities) an amount equal to the total operating expenses applicable to the trust estate for such period, including (i) all taxes other than income, excess profits and other taxes imposed on or measured by income or undistributed earnings or income; (ii) rentals, insurance, current repairs and maintenance; and (iii) appropriation for depreciation and retirements in respect of depreciable property not subject to prior liens (which shall not be less than the minimum provision for depreciation as defined in Section 1.35), but excluding any charges on account of interest on indebtedness, on account of sinking or replacement or analogous funds established hereby or pursuant hereto, on account of amortization of plant accounts or amounts transferred therefrom, or on account of debt discount and expense; and (b) by adding or deducting (if there is a loss) net income or loss from the operation of property not included in the trust estate and any other income received by the Company, provided that the amount to be added shall in no event exceed 10% of the total of net earnings available for interest, including such income so added. Profits or losses from the sale, abandonment, amortization, retirement or other disposition of property or other assets carried in plant or investment accounts of the Company, or from the reacquisition of any securities of the Company or taxes in respect of any such profits or any amortization or elimination of intangibles or adjustment accounts shall not be taken into account in determining net earnings available for interest.

In case any item of income or expense is not segregated on the books of the Company as between the operation of property which is and property which is not a part of the trust estate, the Company may allocate such expense or income in any reasonable manner.

If the Company shall have acquired, within or after the period for which net earnings available for interest is being determined, or will acquire in connection with the issuance of the Bonds being applied for, properties which within six months prior to such acquisi-

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tion were used or operated in a business similar to that in which they are or are to be used or operated by the Company, and if, the earnings of such properties can be separately determined in accordance with sound accounting practice, then, in computing net earnings available for interest, the net earnings of such properties for the whole of such period shall be included as if such properties had been owned by the Company during the whole of such period; and if, within or after said period, any substantial portion of the properties of the Company shall have been disposed of by the Company, or will be disposed of in connection with the issuance of the Bonds being applied for, and if the earnings of such properties can be separately determined in accordance with sound accounting practice, then in computing net earnings available for interest, the net earnings of such properties for the whole of such period shall be excluded.

ARTICLE TWO.

Certain General Provisions as to Action Under the Indenture.

SECTION 2.01. Method of Evidencing Acquisition of Property Additions. In order to evidence the acquisition of property additions the Company may at any time or from time to time file with the Trustee the following instruments, herein sometimes collectively referred to as a "gross additions certificate", namely,

A. An officers' certificate (which, unless one of the officers signing the same is an accountant and shall so state, shall, as to the statements required by clauses (1), (3), (5), (4) and (7) below, also be subscribed by an accountant, and which as to the statements therein contained respecting the fair value of the property additions therein described shall also be subscribed by an engineer), containing the statements required by Section 2.06 and stating in substance:

- (1) That the Company has purchased, constructed or otherwise acquired, or will acquire prior to or contemporaneously with the granting of an application in connection with which such officers' certificate is then being delivered to the Trustee, property additions, which shall be briefly described in the certificate or in an exhibit attached thereto which may be by reference to the appropriate subdivisions of the Company's plant accounts to which the cost of the same has been or will be charged;

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(2) The latest date as of which any of such property additions has been or will be charged to the Company's plant accounts;

(3) That none of such property additions have been previously included in any gross additions certificate or funded;

(4) That all of such property additions constitute property additions as said term is defined in Section 1.28;

(5) Whether any of the property additions described in said certificate consists of any property acquired or being acquired as an entirety which, within six months prior to the date of acquisition thereof by the Company, has been used or operated by others than the Company in a business similar to that in which it has been or is to be used or operated by the Company; and, if so, such property additions shall be separately described;

(6) Whether any of the property additions described in said certificate was acquired or is being acquired by the Company for a consideration consisting, in whole or in part, of securities (other than debt securities of the Company) or property; and, if so, such property additions shall be separately described, and such securities or property shall also be separately described;

(7) The aggregate amount of such property additions (as defined in Section 1.35(a)), the cost thereof to the Company and the fair value thereof as appraised by said engineer, stating separately such cost and fair value of any property additions separately described by virtue of Clauses (5) and/or (6) of this Subsection A; provided, however, that if, in the opinion of said engineer, the fair value of any property additions separately described by virtue of Clause (5) shall equal or exceed the greater of \$25,000 or 1% of the aggregate principal amount of Bonds at the time outstanding hereunder, such certificate may, in lieu of stating the fair value of such property additions, merely state that such fair value equals or exceeds the greater of said amounts.

B. In case any property additions are separately described pursuant to Clause (5) of the foregoing Subsection A, and if the officers' certificate filed pursuant to such Subsection shows that the fair value of such property additions equals or exceeds the greater of \$25,000 or 1% of the aggregate principal amount of

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Bonds outstanding hereunder, a certificate signed by an independent engineer stating, in the opinion of the signer, the fair value of such property additions so separately described, together with the fair value of any property additions of the character referred to in said Clause (5) which have been subjected to the lien of this Indenture since the commencement of the then current calendar year and as to which a certificate or opinion of an independent engineer has not previously been furnished, and if the aggregate of the fair value as stated in such certificate or opinion of the property additions so previously certified but which are required to be covered by such certificate or opinion is less than the aggregate amount at which such property additions were previously certified then the difference shall be treated as a retirement of bondable property;

C. In case any securities or property delivered or to be delivered as consideration for any property additions are separately described pursuant to Clause (6) of the foregoing Subsection A, a certificate signed by an independent appraiser stating, in the opinion of the signer, the fair value of such securities or property at the time of the delivery thereof;

D. An opinion of counsel (which may expressly exclude from the statements contained therein any property which has been retired and any property additions consisting of paving, grading and other improvements to public highways, streets or alleys or other public lands).

(1) stating that (except as to property which has been retired and except as to paving, grading and other improvements to public highways, streets or alleys or other public lands) the Company has title to all of the property additions described in said certificate previously acquired by it which are still owned at the date of such opinion, and, as to any of said property additions which the Company is acquiring prior to or contemporaneously with the granting of any application in connection with which such opinion is being delivered to the Trustee, that it will have title thereto upon the delivery to the Company of specified deeds or other instruments; and that all such property additions will be free of all liens, charges and encumbrances prior to the lien of this Indenture other than permitted encumbrances;

(2) stating that the Company has lawful power and all necessary permission from governmental authorities to acquire,

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own and use in its business all of said property additions theretofore acquired by it and which it still owns at the date of said opinion or which it is acquiring as aforesaid, and, to the extent that any franchises, permits, licenses, rights-of-way or easements are necessary for the maintenance and use of such property additions, that the Company, either alone or jointly with some other person, lawfully holds or will hold such franchises, permits, licenses, rights-of-way or easements, and that each such franchise, permit, license, right-of-way or easement is in the opinion of such counsel adequate for the operations of the Company and does not contain any provisions materially prejudicial to the interests of the Bondholders, or if the Company does not have all the necessary franchises, permits, licenses, rights-of-way and easements, that the absence of such thereof as the Company does not have will not materially adversely affect the operations, business and properties of the Company as a whole; and

(3) stating that said property additions (except such thereof as have been retired prior to the date of such opinion) are then, or upon the acquisition thereof by the Company will be, subject to the direct lien of this Indenture subject only to permitted encumbrances, upon the execution and delivery to the Trustee of a specified supplemental indenture or indentures or other instruments, or without the execution of any such supplemental indenture or other instrument;

E. The supplemental indenture or other instruments, if any, specified in the opinion of counsel required by the foregoing Subsection D.

Gross additions certificates may be filed by the Company with the Trustee from time to time whether or not the Company is concurrently filing any application with the Trustee. The Company may include in any such gross additions certificate any property additions acquired or constructed by it without also including any other property additions that may have been theretofore acquired by it and by so doing it shall not lose the right later to file a further gross additions certificate including such other property additions.

Section 2.02. Method of Evidencing Availability of Property Additions as a Basis for Action or Credit. The Company, in order to evidence to the Trustee the availability as the basis for any action or credit hereunder of property additions, evidenced by gross addi-

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tions certificates theretofore or concurrently filed with the Trustee, may file from time to time hereunder an officers' certificate substantially in the following form (herein referred to as a "certificate of available net additions"):

FALL RIVER ELECTRIC LIGHT COMPANY
INDENTURE DATED AS OF JANUARY 1, 1953

CERTIFICATE OF AVAILABLE NET ADDITIONS

The undersigned, one of whom is an accountant, with a view to showing the availability of property additions as of the date of this certificate as the basis for

[Here insert a brief statement of the action to be taken or credit to be established.]

do hereby certify as follows:

1. The aggregate amount of property additions included in all gross additions certificates of the Company heretofore or concurrently filed with the Trustee is \$.....

2. The aggregate amount of the minimum provision for depreciation from December 31, 1952 to the end of a calendar month (namely,), not more than 60 days prior to the date hereof, is \$.....; the amount, if any, by which the amount of retirements for the same period exceeds the aforesaid aggregate amount of the minimum provision for depreciation is \$.....; and the sum of said amounts is \$.....

3. The aggregate amount of net additions heretofore or concurrently certified to the Trustee, namely, Item 1 above minus Item 2 above, is \$.....

4. The aggregate amount of net additions funded is \$.....

(If any amount of net additions theretofore funded has become unfunded, show the amount thereof, how such net additions became unfunded and show as Item 4 the amount which remains funded.)

5. The aggregate amount of presently unfunded net additions, namely, Item 3 above minus Item 4 above, is \$.....

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6. The amount of unfunded net additions in Item 5 above being funded as the basis of the action or credit above described is..... \$.....

7. The balance of unfunded net additions, namely, Item 5 above minus Item 6 above, is..... \$.....

The undersigned further certify that the balance of unfunded net additions shown in Item 7 above plus the aggregate cost of property additions acquired or constructed by the Company prior to the date of this certificate (which have not been included in any gross additions certificate and which are not at the time funded) is, in the opinion of the undersigned, at least equal to the amount by which the greater of (i) the aggregate amount of the retirements from December 31, 1952 to the date of this certificate including retirements to be made concurrently with this certificate or incidental to property additions in connection with which this certificate is made or (ii) the aggregate amount of the minimum provision for depreciation from December 31, 1952 to the date of this certificate, exceeds the amount shown in Item 2 above.

The undersigned further certify that of the amounts shown in Items 1 and 2 above, the amount of property additions subject to prior liens which have been discharged subsequent to the last preceding certificate of available net additions filed with the Trustee is equal to \$..... and the minimum provision for depreciation in respect of such property subject to such prior liens is equal to \$..... and the amount of retirements in respect of such property subject to such prior liens is equal to \$..... (This paragraph need not be included unless applicable.)

[Here insert statements required by Section 2.08.]

Dated: [To be dated not more than 10 days prior to the date of filing with the Trustee of the application or other instruments which this certificate accompanies.]

..... President

..... Treasurer or

..... Clerk, of

Fall River Electric Light Company"

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Unless one of the officers signing the certificate is an accountant, the same shall also be signed by an accountant.

Section 2.03. Method of Evidencing Bond Credits. In order to evidence and/or provide for the establishment of Bond credits hereunder, the Company may at any time deliver to and/or file with the Trustee, the following, herein sometimes collectively referred to as a "Bond credit certificate," namely,

A. An officers' certificate (which, unless one of the officers signing the same is an accountant and shall so state, shall also be subscribed by an accountant), containing the statements required by Section 2.08:

(1) stating (i) that specified Bonds theretofore authenticated and delivered hereunder are concurrently being delivered to the Trustee for retirement as hereinafter provided; and/or (ii) that specified Bonds theretofore authenticated and delivered hereunder have been paid, redeemed and theretofore delivered to the Trustee for retirement; and/or (iii) that cash sufficient to pay or redeem specified Bonds or a specified principal amount of Bonds theretofore authenticated and delivered hereunder has been irrevocably deposited with and is held by the Trustee in trust for such payment, redemption and retirement or is concurrently being irrevocably deposited with the Trustee in trust for such purpose; and

(2) stating that none of the Bonds retired or being retired as stated pursuant to Clause (1) above has been previously included in any Bond credit certificate or funded, or if theretofore so included or funded, that such Bonds have become unfunded (i) as provided in the last paragraph of Section 1.36 and describing the manner in which such Bonds became unfunded, or (ii) by reinstatement as provided in Section 2.07 or by similar provisions in any indenture supplemental hereto;

B. Any Bonds specified pursuant to Clause (1)(i) of the certificate provided for in the foregoing Subsection A as being concurrently delivered to the Trustee, which may be either matured or unmatured and cancelled or uncanceled; and/or

C. Cash sufficient to pay and redeem the Bonds specified pursuant to Clause (1)(iii) of such certificate, which shall be irrevocably deposited in trust for such purpose, together with, in case of a redemption of Bonds, proof satisfactory to the Trustee that

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notice of such redemption has been given or waived or a written instrument executed by the Company irrevocably authorizing the Trustee to give such notice for or on behalf of the Company.

Every Bond and its coupons delivered uncanceled to the Trustee pursuant to this Section shall be immediately cancelled by the Trustee and shall upon the written request of the Company be delivered by the Trustee to the Company. No Bond shall be issued in exchange for, in place of, or in lieu of any Bonds the retirement or provision for the retirement of which shall have been evidenced to the Trustee pursuant to this Section, and no action shall be taken or credit allowed hereunder on the basis of the credit thereof, except pursuant to some provision of this Indenture for action or credit on the basis of Bond credits evidenced to the Trustee by a certificate of available Bond credits as provided for in Section 2.04.

Section 2.04. *Method of Evidencing Availability of Bond Credits as a Basis for Action or Credit.* The Company, in order to evidence to the Trustee the availability as the basis for any action or credit hereunder of any Bond credits evidenced by any Bond credit certificate theretofore or concurrently filed with the Trustee, may file from time to time hereunder an officers' certificate substantially in the following form (herein referred to as a "certificate of available Bond credits")

FALL RIVER ELECTRIC LIGHT COMPANY
INDENTURE DATED AS OF JANUARY 1, 1953

CERTIFICATE OF AVAILABLE BOND CREDITS

The undersigned, one of whom is an accountant, with a view to showing the amount of Bond credits which, as of the date of this certificate, is available as the basis for

[Here insert a brief statement of the action to be taken or credit to be established.]

do hereby certify as follows:

1. The balance of unfunded Bond credits, if any, shown in Item 6 of the last previous certificate of available Bond credits is..... \$.....
2. The amount of unfunded Bond credits heretofore funded which have been reinstated but have not been included in any certificate of available Bond credits subsequent to such reinstatement, now unfunded, is..... \$.....

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[Here describe manner of reinstatement.]

3. The amount of unfunded Bonds, as shown by Bond credit certificates heretofore or concurrently filed with the Trustee, but not previously included in certificates of available Bond credits, is \$.....

[Here describe Bonds, stating the interest rate borne by each and refer to Bond credit certificates above mentioned.]

4. The amount of unfunded Bond credits, available for use as the basis of the action or credit above described, namely, the sum of Items 1, 2 and 3 above, is \$.....

5. The amount of unfunded Bond credits in Item 4 being funded in connection with the action or credit above described is \$.....

6. The balance of unfunded Bond credits, namely, Item 4 minus Item 5, to be carried forward and included in Item 1 in the next subsequent certificate of available Bond credits is \$.....

[Here insert statements required by Section 2.08.]

Dated: [To be dated not more than 10 days prior to the date of filing with the Trustee of the application or other instruments which this certificate accompanies.]

..... President

..... Treasurer or

..... Clerk, of

Full River Electric Light Company."

Unless one of the officers signing the certificate is an accountant, the same shall also be signed by an accountant.

Section 2.05. Method of Evidencing Montaup Securities. In order to evidence and/or provide for the establishment of credits for Montaup

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Securities hereunder, the Company may at any time deliver to and/or file with the Trustee the following, herein sometimes collectively referred to as a "Montaup Securities credit certificate," namely,

A. An officers' certificate (which, unless such officers are an accountant and an engineer, and shall so state, shall in respect of the statements provided for in clauses (1), (2), (4) and (5) below, be subscribed by an accountant and shall, in respect of the statement as to fair value in clause (3) below, be subscribed by an engineer), containing the statements required by Section 2.08:

- (1) describing the Montaup Securities (exclusive of Montaup Securities theretofore funded) theretofore or concurrently being delivered to the Trustee,
- (2) stating the cost thereof to the Company,
- (3) stating the fair value thereof to the Company,
- (4) stating the amount thereof and the date or dates of their acquisition by the Company, showing separately the cost and fair value (determined by the engineer) of the bonds, notes or other evidence of indebtedness whether secured or unsecured, and/or the preferred, common and/or capital stock or other certificates of interest and a computation of the amount thereof pursuant to Section 1.33(b), and
- (5) stating that none of the Montaup Securities described in Clause (1) above have been previously included in any Montaup Securities credit certificate or funded or, if theretofore funded, that such Montaup Securities have become unfunded as provided in the last paragraph of Section 1.36 and describing the manner in which such Montaup Securities have become unfunded.

If such certificate is being filed with the Trustee in connection with an application for the authentication and delivery of Bonds, the withdrawal of trust moneys or the release of property or securities subject to the lien hereof, and if the fair value to the Company of the Montaup Securities then being certified to the Trustee plus the fair value to the Company of the Montaup Securities theretofore certified since the commencement of the then current calendar year (other than those with respect to which a certificate of an independent appraiser has been previously furnished) is ten per centum (10%) or more of the aggregate amount of Bonds at the time outstanding, and if the fair value to the Company of such Montaup Securities equals or exceeds

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the greater of \$25,000 or 1% of the principal amount of the Bonds outstanding, such officers' certificate shall include or be accompanied by the certificate of an independent appraiser, and such certificate shall state the fair value to the Company of the Montaup Securities then being certified to the Trustee, and all other Montaup Securities certified since the commencement of the then current calendar year as to which a certificate of an independent appraiser has not previously been furnished.

B. Montaup Securities specified in Clause (1) of Subsection A in the foregoing officers' certificate being concurrently filed with the Trustee, in bearer form or accompanied by proper instruments of transfer, together with all appertenant coupons, if any.

C. An opinion of counsel setting forth in substance

(1) that the execution and delivery of the Montaup Securities described in the officers' certificate have been duly authorized by any and all governmental authorities, the consent or approval of which is requisite to the valid issue thereof, and specifying by what officially authenticated certificates or other documents such consent or approval is or may be evidenced, or that no consent or approval of any governmental authority is requisite to the valid issue thereof, and that they are validly issued securities of the Montaup Company;

(2) that the Company has good title to the Montaup Securities and whether any and, if so, what instruments of transfer are necessary to subject the same to the lien hereof and to effectively make available the securities in case of an event of default to the Trustee or to any successor of the Company acquiring substantially all of the trust estate, and nominated by the Trustee, and that the Montaup Securities are free and clear of liens and encumbrances, other than permitted encumbrances; and

(3) that the securities of the Montaup Company then owned by the Company and all the rights and benefits of the Company in and to and arising from the Montaup Contract, have been effectively made available in case of an event of default to the Trustee or to any successor of the Company acquiring substantially all of the trust estate and nominated by the Trustee.

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D. An opinion of counsel as to compliance with conditions precedent.

Upon receipt and acceptance by the Trustee of the certificates, Montaup Securities, opinions and other documents required by this Section 2.05, the amount of the Montaup Securities so certified may be used by the Company for the purposes and to the extent provided herein.

Section 2.05. Method of Evidencing Availability of Montaup Securities as a Basis for Action or Credit. The Company, in order to evidence to the Trustee the availability as the basis for any action or credit hereunder of any Montaup Securities evidenced by any Montaup Securities credit certificate theretofore or concurrently filed with the Trustee, may file from time to time hereunder an officers' certificate substantially in the following form (herein referred to as a "certificate of available Montaup Securities"):

FALL RIVER ELECTRIC LIGHT COMPANY

INDEBTURE DATED AS OF JANUARY 1, 1953

CERTIFICATE OF AVAILABLE MONTAUP SECURITIES

The undersigned, one of whom is an accountant, with a view to showing the amount of Montaup Securities which, as of the date of this certificate, is available as a credit for

[Here insert a brief statement of the action to be taken or credit to be established.]

do hereby certify as follows:

- 1. The balance of unfunded Montaup Securities, if any, shown in Item 5 of the last previous certificate of available Montaup Securities is \$.....
- 2. The amount of unfunded Montaup Securities, as shown by Montaup Securities credit certificates heretofore or concurrently filed with the Trustee, but not previously included in certificates of available Montaup Securities, is \$.....

[Here describe Montaup Securities and refer to Montaup Securities credit certificates above mentioned.]

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3. The amount of unfunded Montaup Securities available for use as the basis of the action or credit above described, namely, the sum of Items 1 and 2 above, is \$.....

4. The amount of unfunded Montaup Securities in Item 3 being funded in connection with the action or credit above described is \$.....

5. The balance of unfunded Montaup Securities, namely, Item 3 minus Item 4, to be carried forward and included in Item 1 in the next subsequent certificate of available Montaup Securities, is \$.....

[Here insert statements required by Section 2.08.]

Dated: [To be dated not more than 10 days prior to the date of filing with the Trustee of the application or other instruments which this certificate accompanies.]

.....
President

.....
Treasurer or

.....
Clerk, of

Fall River Electric Light Company."

Unless one of the officers signing the certificate is an accountant, the same shall also be signed by an accountant.

SECTION 2.07. Reinstatement of Bonds and Bond Credits. The Company may reinstate, as unfunded, Bonds or Bond credits theretofore funded, but only if such Bonds or Bond credits have been funded pursuant to the provisions of (i) Section 8.03, (ii) Section 8.05, (iii) Section 7.06, or (iv) the replacement fund established pursuant to Section 4.04 and/or any analogous fund established by any indenture supplemental hereto unless otherwise provided herein (but excluding in any case Bonds or Bond credits funded in connection with the application or other withdrawal of cash deposited pursuant to Section 5.04):

- (a) by depositing cash with the Trustee to be held as trust moneys hereunder, or

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(b) by filing with the Trustee a certificate of available net additions or a certificate of available Montaup Securities showing the unfunded amount thereof to be funded as a basis for the reinstatement of Bonds or Bond credits then being requested, or

(c) by filing with the Trustee a written order, certificates, opinions and other documents similar to those required to withdraw cash pursuant to Section 5.04 (with appropriate changes to show that the purpose is for reinstatement of Bonds or Bond credits rather than the withdrawal of cash) showing that the Company has acquired property additions subsequent to the funding of the Bonds or Bond credits being reinstated of a cost or then fair value thereof, whichever is less, or

(d) in the case of Bonds or Bond credits funded pursuant to the provisions of any replacement fund, (i) by filing with the Trustee an annual or interim replacement fund certificate showing that the Company elects to use as specified in Item 8 of such a certificate unfunded property additions and/or unfunded Montaup Securities acquired subsequent to the funding of the Bonds or Bond credits being reinstated or (ii) by the deposit of cash with the Trustee to be held pursuant to the provisions of the replacement fund;

in an amount equal to (i) the principal amount of the Bonds or Bond credits to be reinstated plus (ii) if any of such Bonds were purchased or redeemed with trust moneys or replacement fund cash the amount, if any, by which the cost of such Bonds so purchased or redeemed exceeded the principal amount thereof.

SECTION 2.08. *Statements in Certificates and Opinions as to Compliance with a Condition or Covenant.* Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include: (1) a statement that the person making such certificate or opinion has read such covenant or condition and the definitions herein relating thereto; (2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (3) a statement that, in the opinion of the signer, he has made or caused to be made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such

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covenant or condition has been complied with; (4) a statement as to whether, in the opinion of the signer, such condition or covenant has been complied with; (5) when appropriate, the statements required by Section 1.25 and Section 2.09; and (6) a statement that the terms used by the signer are used in accordance with definitions thereof contained in this Indenture.

Section 2.09. *Certificates and Opinions as to Compliance with Conditions Precedent.* Wherever there is required herein that there be filed in connection with a written request or application by the Company for action by the Trustee an opinion of counsel or an officers' certificate as to compliance with conditions precedent, such opinion or certificate shall each state that in the signers' opinion all conditions precedent, if any, to such action provided for in this Indenture have been or upon delivery to the Trustee of specified documents, instruments or other things will be complied with, and shall include the statements required by Section 2.08.

Section 2.10. *General Provisions Regarding Certificates and Opinions, etc.* Any certificate or opinion of an engineer, appraiser, accountant or other expert required to be delivered to the Trustee under any provision of this Indenture may be signed by an engineer, appraiser, accountant or other expert who is an officer or employee of the Company or of an affiliate of the Company, unless under such provision of this Indenture such certificate or opinion is required to be signed by an independent engineer, appraiser, accountant or other expert. Any certificate of an officer or officers of the Company, or of an engineer, appraiser or accountant or other expert may be based, in so far as it relates to legal matters, upon a certificate or opinion of or representations by counsel unless the maker of such certificate knows or, in the exercise of reasonable care, should have known that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion may be based as aforesaid are erroneous. Any such certificate or opinion of counsel may be based, in so far as it relates to factual matters, information with respect to which is in the possession of the Company, upon the certificate or opinion of or representations by an officer or officers of the Company, and, in so far as it relates to matters required under this Indenture to be covered by a certificate or opinion of an engineer, appraiser or accountant, upon the certificate or opinion of such person, unless such counsel

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knows that the certificate or opinion or representations with respect to the matters upon which his opinion may be based as aforesaid are erroneous, or, in the exercise of reasonable care, should have known that the same were erroneous.

The same officer or officers, engineer, accountant, appraiser, or counsel or other person, as the case may be, need not certify to all the matters required to be certified under any provision hereof, but different persons may certify to different facts, respectively.

Where any person or persons are required to make, give or execute two or more applications, requests, consents, certificates, statements or other instruments under this Indenture, any such instruments may, but need not, be consolidated and form one instrument.

Whenever a clerical, typographical, inadvertent or unintentional error or omission shall be discovered in any instrument filed with the Trustee, a new instrument in corrected form, executed as prescribed herein for that originally filed and which may bear the same date as the instrument originally filed, may be substituted therefor with the same force and effect as if the instrument originally filed had been filed in the corrected form, or in lieu of such substitution an appropriate adjustment may be made in a like instrument filed with the Trustee after such discovery. To the extent that action has been taken hereunder which could not have been taken if the original instrument had been filed in the corrected form, such action shall be validated and rendered effective if the substituted or adjusting instrument shall indicate that any deficiency had been fully satisfied since the filing of the original instrument.

Section 2.11. General Provisions as to Giving Notice and Waiver of Notice. Whenever it is provided in this Indenture that any notice shall be given by publication in any particular city or cities, such notice shall be published, unless otherwise provided in any particular case, at least once each week (on any business day of each such week) for three successive calendar weeks, in a newspaper printed in the English language, customarily published on each business day and of general circulation in the city or cities specified.

In case, by reason of the temporary or permanent suspension of publication of any newspaper or any other cause, it shall be impossible to make publication of any notice required hereby in a newspaper or newspapers as herein provided, then such publication in lieu thereof as the Trustee, or the Company with the approval of the Trustee, shall make, shall be sufficient. Such publication shall, so far as possible,

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approximate the terms and conditions of the publication in lieu of which it is given.

If all of the Bonds at the time outstanding, the holders of which are entitled to any notice hereunder, shall be registered Bonds without coupons and/or coupon Bonds registered as to principal, such notice shall be sufficiently given if mailed, first class, postage prepaid, to each such registered owner of Bonds at his address as the same shall appear on the Bond register, on or before the date on which the first publication of such notice would otherwise have been required and no publication of such notice shall be necessary. If such notice is given to holders of Bonds by publication, however, notice shall also be mailed, in the manner aforesaid, to each registered owner of Bonds, the holders of which are entitled to such notice; but in such case, failure so to mail such notice, or any defect in the notice so mailed, shall not affect the proceedings in connection with which such notice is being given.

Whenever notice is herein required to be given a specified number of days prior to the event in connection with which it is given, such number of days shall be computed from the day of the first publication thereof if published and the day of mailing thereof if mailed.

Whenever notice by publication, mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to such notice. Any such waiver of notice by the holders of Bonds shall be filed with the Trustee.

SECTION 2.12. *Notices, etc., to Trustee and to Company.* Any notice, demand, request, consent or waiver by any Bondholder or the Company to or upon the Trustee shall be sufficient if given or served in writing at the principal office of the Trustee. Any notice or demand to or upon the Company shall be sufficiently given or served by being deposited postage prepaid in a post-office letter box addressed (until another address is filed by the Company with the Trustee for the purpose of this Section), as follows: Fall River Electric Light Company, 85 North Main Street, Fall River, Massachusetts or by delivery to the President, Vice President, Treasurer or any Assistant Treasurer of the Company.

SECTION 2.13. *Form in Which Bonds are to be Delivered to the Trustee.* All coupon Bonds surrendered to the Trustee, whether by the Company or by any other holder thereof, shall be accompanied by all unmatured coupons, if any, appertaining thereto, as well as all

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matured coupons thereto appertaining and representing interest not paid or made available for payment on the Bonds so surrendered, unless the Trustee shall be furnished with indemnity satisfactory to it against any claims in respect of any coupons not so surrendered. All registered Bonds so surrendered, if registered otherwise than in the name of the Company, shall (if required by the Trustee) be accompanied by written instruments of transfer in form approved by the Trustee, duly executed by the registered owner in person or by attorney authorized in writing, except that no such written instrument of transfer shall be required upon the surrender of any Bonds by the registered owner thereof in exchange for similarly registered Bonds of the same series in other forms or denominations, or for payment or redemption.

Section 2.14. Cancellation or Cremation of Bonds. All Bonds and coupons surrendered to the Trustee upon payment or upon redemption thereof (except as provided in Section 10.04 with respect to partially redeemed Bonds on which a notation of partial payment shall be made) or upon exchange or transfer thereof, and, except as specifically provided herein, any Bonds or coupons delivered in uncanceled form by the Company to the Trustee or purchased by the Trustee pursuant to any provision hereof, shall be cancelled by the Trustee and such Bonds and coupons, together with any Bonds or coupons delivered to the Trustee in cancelled form, shall be delivered to the Company; provided, however, that in lieu of such cancellation and delivery, the Trustee may, upon the written request of the Company, cremate any such Bonds and coupons (in the presence of an officer of the Company, if the Company shall so require), and deliver a certificate of such cremation to the Company. No Bonds or coupons shall be issued under this Indenture in lieu of any cancelled or cremated Bonds or coupons except as expressly permitted by the provisions hereof.

Section 2.15. Provisions Regarding Government Obligations. The Company may at any time deposit in lieu of any cash required to be deposited by it hereunder, or may withdraw any cash held by the Trustee upon depositing hereunder in lieu of such cash, or the Trustee may, upon the written request of the Company, apply any deposited cash to the purchase of, direct and unconditional obligations of the United States of America hereinafter called "deposited obligations" of

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a principal amount, and with a market value at the time of the deposit thereof, at least equal to the amount of such cash; provided, however, that the Company shall not be entitled to make any such deposit in lieu of cash, or request any such application of deposited cash, at any time after the tenth day prior to any interest payment date, redemption date or maturity date of any Bonds, or any date upon which such cash is due to be paid to the holders of Bonds or coupons or is to be applied by the Trustee under any of the provisions hereof and provided further that the Company forthwith, upon the written request of the Trustee, shall pay over to the Trustee any amount paid by the Trustee as a commission for purchasing or selling such deposited obligations. Any deposited obligations so deposited shall be in transferable form or registered in the name of the Trustee and shall have attached thereto all unmatured interest coupons and shall be held by the Trustee in all respects as would be held the cash for which such obligations are so substituted. Any deposited obligations so deposited shall be sold by the Trustee upon written order of the Company at such prices as shall be fixed by the Company and approved by the Trustee, provided, however, that the Trustee, without any such order, shall be entitled, in its sole discretion and at such prices as may be determined by it, to sell at public or private sale any deposited obligations so held by it at any time within ten days prior to any interest payment date, redemption date or maturity date of any Bonds upon which the cash in lieu of which such deposited obligations are held is payable, or prior to any date upon which such cash is to be applied by the Trustee under any of the provisions hereof. If the net proceeds from any such sale shall be less than the amount of cash for which the deposited obligations sold were substituted, or if the market value of any deposited obligations hereunder shall, in the judgment of the Trustee, at any time be less than the amount of cash in lieu of or for which they were substituted, in either event the Company shall, and hereby covenants that it will forthwith deposit hereunder with the Trustee cash sufficient to make up the deficiency. If the net proceeds from any such sale shall be greater than the amount of cash for which the deposited obligations sold were substituted, any such excess of any such proceeds shall, unless a default shall exist, be paid over forthwith by the Trustee to the Company. Cash deposited by the Company to make up the deficiency in the market value of any deposited obligations may at any time thereafter be withdrawn by the Company if at the time of withdrawal the market value of such deposited obligations shall, in the

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judgment of the Trustee, be not less than the amount of cash for which they were deposited. The Trustee shall collect from time to time all interest upon the deposited obligations as such interest matures and, unless a default shall exist, shall pay the same to the Company as and when received. Subject to the foregoing, the net proceeds of the sale of deposited obligations (including cash deposited to make up any deficiency as aforesaid) shall be paid out or applied by the Trustee in like manner and for like purposes as is provided in this Indenture in respect of the cash for which such obligations were substituted. The deposited obligations while held by the Trustee, and the net proceeds of the sale thereof (including cash deposited to make up any deficiency as aforesaid until so paid out or applied), shall constitute part of the trust estate.

ARTICLE THREE.

The Bonds.

Section 3.01. The aggregate principal amount of Bonds which may be authenticated, delivered and issued hereunder is not limited except as restricted by the provisions of this Indenture and except as it may be limited by law; and this Indenture shall be and constitute a continuing lien to secure the payment of the principal of and premium, if any, and interest on all Bonds which may, from time to time, be executed, authenticated and delivered hereunder and issued by the Company.

Section 3.02. The Bonds issuable under this Indenture shall be issued in series as from time to time shall be authorized by the Company and may be issued as coupon Bonds and/or as registered Bonds without coupons.

Section 3.03. The Bonds of all series shall be known and entitled generally as the "First Mortgage and Collateral Trust Bonds" of the Company. The Company may incorporate in the title of the Bonds of any particular series the rate of interest borne by the Bonds of such series, the maturity date and/or any other words, letters or figures descriptive thereof or of the security therefor as the Company may determine.

Section 3.04. The Bonds of each series (subject, as to the Bonds of the 1963 Series, to the provisions of Article Four), shall bear such

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date or dates, shall be payable at such place or places, shall mature on such date or dates, shall bear interest at such rate or rates payable in such instalments and on such dates, and may be redeemable before maturity at such price or prices and upon such terms and conditions, as shall be fixed and determined by the Company, and as shall be appropriately expressed in the Bonds of such series. The Company may, at the time of the creation of any particular series of Bonds or at any time thereafter, make, and the Bonds of such series may contain or refer to or be entitled to the benefit of, any provisions not inconsistent with the terms hereof, including, without limitation,

(a) provision for the payment of the principal of and/or the interest on the Bonds of such series without deduction for specified taxes, assessments or other governmental charges; and/or

(b) provision for refunding or reimbursing to the holders of the Bonds of such series specified taxes, assessments or other governmental charges, but the obligation of the Company to refund or reimburse any such taxes, assessments or other governmental charges need not be made a part of the indebtedness secured hereby; and/or

(c) provision for the exchange or conversion of the Bonds of such series for or into new Bonds issuable hereunder of a different series and/or shares of stock of the Company and/or other securities; and/or

(d) provision for sinking, amortization, improvement, depreciation, renewal, maintenance, replacement or other analogous funds; and/or

(e) provision limiting the aggregate principal amount of the Bonds of such series;

all as the Company may determine and fix. All Bonds of the same series having the same date of maturity shall be identical as to rate of interest and terms of redemption if redeemable. All coupon Bonds of any one series shall be dated the same date.

The definitive Bonds of each series and the coupons to be attached to the coupon Bonds, may, at option of the Company be fully engraved, or printed or lithographed on steel engraved borders, and shall be substantially in the forms hereinafter recited for the Bonds of the 1983 Series, with such omissions, variations and insertions as are permitted by this Indenture, and may have such letters, numbers or

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other marks of identification or designation and such legends or endorsements printed, lithographed or engraved thereon, as may be required to comply with the rules of any securities exchange or to conform to any usage in respect thereof. The form of the Bonds of each series (except the Bonds of the 1983 Series) shall be established by an indenture supplemental hereto creating such series, delivered to the Trustee.

The coupons for interest attached to Bonds of any series representing interest installments, and any payments of interest on registered Bonds without coupons, may vary to the extent of one cent to the end that the amount payable shall not be less than the amount due for interest in a year.

SECTION 3.05. The Bonds of each series shall be issued in such denominations as the Board of Directors may determine (except that Bonds of the 1983 Series shall be initially issued in the denominations provided for in Section 4.01). They shall be numbered or otherwise distinguished in such manner or in accordance with such plan as the officers executing such Bonds may determine, such determination by said officers to be evidenced by their signing the Bonds.

Registered Bonds without coupons shall bear interest from, and shall be dated as of, the interest date next preceding the date on which the same shall be authenticated by the Trustee, or, if such date of authentication shall be an interest date, such Bonds shall bear interest from, and shall be dated as of, such interest date, or, if such date of authentication shall be a date prior to the first interest payment date for Bonds of the series being authenticated, such Bonds shall bear interest from, and shall be dated as of, the commencement of the first interest period for such series; provided, however, that if at the time of authentication of any registered Bond without coupons of any series, interest is in default on outstanding Bonds of such series, such Bond shall bear interest from, and shall be dated as of, the interest date to which interest has previously been paid in full or made available for payment in full on outstanding Bonds of such series.

SECTION 3.06. Bonds issued hereunder shall be executed on behalf of the Company by its President or a Vice President, under its corporate seal attested by the Clerk or an Assistant Clerk or by such other form of execution permitted by law as may be proscribed from time to time by a resolution of the Board delivered to the Trustee. The corporate seal of the Company may be affixed to any

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Bond by printing, engraving, lithographing, stamping or otherwise making, placing or affixing upon such Bond, any impression, facsimile or other representation of said corporate seal and said Bond shall state that it shall take effect as a sealed instrument. In case any officer of the Company who shall have signed or sealed any Bond shall cease to be such officer of the Company before the Bond so signed or sealed shall have been actually authenticated and delivered by the Trustee, such Bond, nevertheless, may be authenticated and delivered and issued as though the person who had signed or sealed such Bond had not ceased to be an officer of the Company; and also any Bond may be signed and sealed on behalf of the Company by such person as at the actual date of the execution of such Bond shall be the proper officer of the Company, although at the date of such Bond such person shall not have been an officer of the Company. The coupons to be attached to any coupon Bond shall be authenticated by the facsimile signature of the present or any future Treasurer of the Company. The Company may adopt and use for that purpose the facsimile signature of any person who shall have been such Treasurer, notwithstanding the fact that he may not have been such Treasurer at the date of such Bond or that he may have ceased to be such Treasurer at the time when such Bond shall be actually authenticated and delivered.

Section 3.07. The Bonds when executed shall be delivered to the Trustee for authentication by it; and the Trustee shall authenticate and deliver said Bonds as in this Indenture provided and not otherwise. Only such Bonds as shall bear thereon an authentication certificate substantially in the form recited in Section 4.01 executed by the Trustee, shall be secured by this Indenture or be entitled to any lien, right or benefit hereunder. No Bond and no coupon thereunto appertaining shall be or become valid or obligatory for any purpose until such authentication certificate shall have been duly executed on such Bond; and such authentication by the Trustee upon any Bond shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered hereunder. Before authenticating and delivering any Bond, the Trustee shall, except as otherwise provided in Sections 3.12 and 3.13 detach and cancel all coupons thereto appertaining then matured representing instalments of interest on such Bond which shall have been paid or for which payment shall have been provided, and such coupons shall thereafter be cremated by the Trustee.

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Section 3.08. Pending the preparation of definitive Bonds of any series, the Company may execute and the Trustee shall authenticate and deliver, in lieu of such definitive Bonds and subject to the same provisions, limitations and conditions, one or more temporary printed, lithographed or typewritten Bonds, of any authorized denomination specified in the written order of the Company for authentication of such series, substantially of the tenor of the definitive Bonds issued as hereinbefore recited, in registered form or in bearer form, with or without one or more coupons, and with or without provision for the registration thereof as to principal, and with such omissions, insertions and variations as the officer executing such Bonds may determine. There may be omitted from any temporary Bond a statement of the specific redemption price or prices therefor and in lieu thereof such temporary Bond may contain an appropriate reference to the applicable redemption provisions set forth herein or in any indenture supplemental hereto. The text of a temporary Bond, any coupon attached thereto and any designation of the Bond contained in the text, need not specify the rate or amount of interest but instead may refer to the interest rate specified in the title of the Bond or the amount of interest specified in the heading of the coupon. The Company shall without unreasonable delay, at its own expense, prepare, execute and deliver to the Trustee, and thereupon, upon the surrender of temporary Bonds, the Trustee shall authenticate and deliver in exchange therefor, definitive Bonds of the same series and maturity and for the same principal amount in the aggregate as the temporary Bonds surrendered. Until exchanged for definitive Bonds, each temporary Bond shall in all respects be entitled to the lien and security of this Indenture, and interest thereon, when and as payable, shall be paid to the bearer of such Bond upon presentation thereof for notation of such payment thereon, unless such temporary Bond shall be a fully registered Bond or shall bear a coupon for such interest.

Section 3.09. The Company shall keep or cause to be kept at the office of the Trustee books for the registration and transfer of Bonds issued hereunder; and, upon presentation for such purpose, the Company shall, under such reasonable regulations as it may prescribe, register or transfer or discharge from registration or cause to be registered or transferred or discharged from registration any of the Bonds issued hereunder and entitled to be so registered or transferred.

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Similar books shall also be kept at such other place or places as may be required by the terms of the Bonds of any particular series, and at such other place or places, if any, as the Board of Directors may determine, in which Bonds of such series may be registered and transferred as in this Section provided.

All books for the registration and transfer of Bonds shall at all times be open to inspection by the Trustee.

All coupon Bonds issued hereunder shall be transferable by delivery except while registered as to principal in the manner hereinafter provided. The holder of any coupon Bond which is expressed to be registerable as to principal may have the ownership thereof registered on said books, and such registration shall be noted on the Bond by the Registrar. After such registration, no transfer shall be valid unless made on said books by the registered owner in person, or by attorney authorized in writing, and similarly noted on the Bond; but such Bond may be discharged from registration by being in like manner transferred to bearer, and thereupon transferability by delivery shall be restored, but such Bond may again and from time to time be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the coupons, and every such coupon shall continue to be transferable by delivery merely, and shall remain payable to bearer, and payment thereof to the bearer shall fully discharge the Company in respect of the interest therein mentioned, whether or not the Bond be registered as to principal.

Any registered Bond without coupons may be transferred at the office or agency of the Company specified for such purpose herein or in the Bond upon surrender thereof by the registered owner in person or by attorney duly authorized in writing at said office or agency for cancellation and thereupon the Company shall issue in the name of the transferee or transferees and the Trustee shall authenticate and deliver a new registered Bond or Bonds without coupons of the same series and maturity in authorized denominations for a like aggregate principal amount. No transfer of any registered Bond without coupons shall be valid unless made on the books of the Company at said office or agency of the Company by the registered owner in person or by attorney duly authorized in writing.

The Company and the Trustee and any paying agent shall deem and treat the bearer of any coupon Bond or of any temporary Bond with or without coupons, which shall not at the time be registered in the name

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of the owner thereof as hereinbefore provided, and the holder of any coupon for interest appertaining to any Bond, whether or not such Bond shall be registered as to principal, as the absolute owner of such Bond or coupon, as the case may be, for the purpose of receiving payment of such Bond or coupon or on account thereof and for all other purposes, whether or not such Bond or coupon shall be overdue, and neither the Company nor the Trustee nor any paying agent shall be affected by any notice to the contrary.

The Company and the Trustee and any paying agent shall deem and treat the person in whose name any registered Bond without coupons, temporary or definitive, shall be registered upon the books of the Company as hereinbefore provided, as the absolute owner of such Bond for the purpose of receiving payment of or on account of the principal of and interest on such Bond and for all other purposes, whether or not such Bond shall be overdue, and they may deem and treat the person in whose name any coupon Bond, temporary or definitive, shall be registered as to principal as the absolute owner thereof for the purpose of receiving payment of or on account of the principal thereof and for all other purposes, whether or not such Bond shall be overdue, except receiving payment of interest represented by outstanding coupons; and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Company nor the Trustee nor any paying agent shall be affected by any notice to the contrary.

Neither the Company nor the Trustee shall be bound to recognize any person as the holder of a Bond outstanding hereunder unless and until his Bond is submitted for inspection, if required, and his title thereto established satisfactorily to the Trustee, if disputed.

Section 3.10. To the extent provided in Section 4.01 as to the Bonds of the 1953 Series, and if and to the extent that the Company, by resolution of the Board delivered to the Trustee or by an indenture supplemental hereto duly authorized, shall so determine, either at the time of the creation of any series of Bonds or at any time thereafter,

- (a) Bonds of any series may, at the option of the holders thereof, be exchanged for Bonds of the same series and maturity, of the same aggregate principal amount, but of a different authorized denomination or denominations,
- (b) coupon Bonds of any series may, at the option of the holders thereof, be exchanged for registered Bonds without cou-

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pons of the same series and maturity, of the same aggregate principal amount, and of the same or of a different authorized denomination or denominations, and

(c) registered Bonds without coupons of any series may, at the option of the registered owners thereof, be exchanged for coupon Bonds of the same series and maturity, of the same aggregate principal amount, and of the same or of a different authorized denomination or denominations and with coupons representing interest from the last interest payment date to which interest has been paid on such registered Bonds.

Upon the authentication and delivery hereunder of any registered Bond without coupons, there may be reserved unissued a coupon Bond or Bonds of the denomination of \$1,000 of the same series and maturity, of a like aggregate principal amount, and each such registered Bond without coupons may be endorsed to show the number and series of the coupon Bond or Bonds so reserved, in such form as may be required to comply with the rules of any securities exchange or to conform to usage.

Section 3.11. In all cases in which the privilege of exchanging Bonds or transferring registered Bonds without coupons exists and is exercised, the Bonds to be exchanged or transferred shall be surrendered for cancellation at the office or agency of the Company specified for such purpose in the Bonds or in this Indenture, with all unmaturing coupons (if any) attached and, in the case of coupon Bonds registered as to principal or registered Bonds without coupons, accompanied by such duly executed instruments of transfer as may be required by the Company and the Trustee, and the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor the Bonds, with appropriate coupons attached which the person making the exchange or transfer shall be entitled to receive.

Upon any exchange of Bonds or upon any transfer of any registered Bond with or without coupons, the Company at its option may require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge incident thereto and, in addition thereto, a further sum not exceeding \$2 for each new Bond, if any, issued upon such exchange or transfer. No charge except for taxes or governmental charges shall be made against the holder for the registration or transfer of coupon Bonds. No charge shall be made against the holder for an exchange of a temporary Bond for a definitive Bond.

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Section 3.12. In case any Bond, with the coupons, if any, belonging thereto, shall be mutilated, lost or destroyed, then, upon the production of such mutilated Bond, or upon the receipt of evidence satisfactory to the Company and the Trustee of the loss or destruction of such Bond and its coupons, if any, and of the ownership and authenticity thereof, and upon receipt also of indemnity satisfactory to each of them (naming as obligees the Company, the Trustee, and if requested by the Company, any fiscal agent or Registrar), the Company in its discretion may execute, and thereupon the Trustee shall authenticate and deliver, a new Bond and coupons in exchange for, and upon cancellation of, the mutilated Bond and its Coupons, or in lieu of the Bond and its coupons so lost or destroyed, or, if any such mutilated, lost or destroyed Bond or coupon shall have matured or be about to mature, instead of issuing a substituted Bond or coupon the Company, with the consent of the Trustee, may pay the same, without surrender thereof in the case of any such lost or destroyed Bond or coupon. Any new Bond and coupons issued under this Section in lieu of any Bond and coupons alleged to have been lost or destroyed shall constitute an additional original contractual obligation of the Company, whether or not the Bond and coupons alleged to have been lost or destroyed be at any time enforceable by anyone; and such new Bond and coupons shall be entitled to the benefits and security of this Indenture equally and ratably with all other Bonds and coupons issued hereunder, subject to the provisions of Section 12.28. The Company and the Trustee, in their discretion, may place upon any such new Bond a distinguishing mark or a legend to comply with the rules of any securities exchange or to conform to any usage with respect thereto, but such mark or legend shall in no wise affect the validity of such new Bond. The Company may at its option require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge, and any expenses incurred by the Company or the Trustee in connection with the issuance of any such new Bond, and also a further sum not exceeding \$2 for each such new Bond.

The provisions of this Section shall not be construed as requiring the Company or the Trustee, and neither the Company nor the Trustee shall be required, to treat both the original and duplicate Bonds as outstanding hereunder for the purposes of determining the principal amount of Bonds which may be issued within any limitation as to principal amount herein or hereafter fixed or of determining any percentage of the principal amount of Bonds outstanding hereunder.

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SECTION 3.13. Each Bond delivered pursuant to any provision of this Indenture in exchange or substitution for, or upon the transfer of, the whole or any part, as the case may be, of, one or more other Bonds shall carry all of the rights to interest accrued and unpaid and to accrue which were carried by the whole or such part, as the case may be, of such one or more other Bonds and notwithstanding anything contained in this Indenture each such Bond shall be so dated, or have attached thereto such coupons, that neither gain nor loss in interest shall result from any such exchange, substitution or transfer.

ARTICLE FOUR.

Bonds of the 1983 Series and Certain Provisions Relating Thereto.

SECTION 4.01. A. *Terms of Bonds of the 1983 Series.* There shall be an initial series of Bonds, known as and entitled "First Mortgage and Collateral Trust Bonds, 3 $\frac{3}{4}$ % Series due 1983" (herein referred to as the "Bonds of the 1983 Series"). The principal amount of the Bonds of the 1983 Series shall not be limited except as provided in Section 3.01 and except as may be provided in any indenture supplemental hereto.

The definitive Bonds of the 1983 Series shall be coupon Bonds of the denomination of \$1,000, registerable as to principal, and registered Bonds without coupons of the denomination of \$1,000 or any multiple thereof. Bonds of the 1983 Series may be issued in the first instance as temporary bearer Bonds with privilege of registration as to principal, with or without one or more coupons for interest attached, in the denomination of \$1,000 or multiples thereof, or as temporary fully registered Bonds.

The coupon Bonds of the 1983 Series shall be dated as of January 1, 1983, which date shall be the date of the commencement of the first interest period for all Bonds of the 1983 Series, and the registered Bonds of the 1983 Series without coupons shall be dated as provided in Section 3.05. All Bonds of the 1983 Series shall mature January 1, 1983, and shall bear interest at the rate of 3 $\frac{3}{4}$ % per annum until the payment of the principal thereof, such interest to be payable semi-annually on January 1 and July 1 in each year. The principal of and the premium, if any, and interest on the Bonds of the 1983 Series will be paid in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, at the principal office of the Trustee in the City of Boston, Commonwealth of Massachusetts, or, at the option of the

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holders of the Bonds of the 1983 Series, at the office or agency of the Company in the Borough of Manhattan, City and State of New York.

The definitive Bonds of the 1983 Series may be issued in the form of Bonds engraved, printed or lithographed on steel engraved borders.

As permitted by the provisions of Section 3.10 and upon payment, at the option of the Company, of the charges provided in Section 3.11, registered Bonds of the 1983 Series without coupons may be exchanged for a new registered Bond or Bonds of different authorized denominations of like aggregate principal amount or for a like aggregate principal amount of coupon Bonds of said series, with coupons attached representing interest from the last interest payment date to which interest has been paid on the registered Bonds surrendered in exchange, or both, and coupon Bonds of the 1983 Series may be exchanged for a like aggregate principal amount of registered Bonds of the said series without coupons of the same or a different authorized denomination or denominations.

The Trustee hereunder shall, by virtue of its office as such Trustee, be a paying agent of the Company for the purpose of the payment of the principal of and premium, if any, and interest on the Bonds of the 1983 Series and the registrar and transfer agent of the Company for the purpose of registering and transferring Bonds of the 1983 Series.

B. *Forms of Bonds of the 1983 Series.* The coupon Bonds of the 1983 Series, the interest coupons to be attached thereto, the registered Bonds of said series, and the Trustee's authentication certificate to be executed on all of the Bonds of said series, shall be in substantially the following forms, respectively:

[FORM OF COUPON BOND OF THE 1983 SERIES]

No. M \$1,000
FALL RIVER ELECTRIC LIGHT COMPANY
FIRST MORTGAGE AND COLLATERAL TRUST BOND, 3 3/4% SERIES DUE 1983
DUE JANUARY 1, 1983

FALL RIVER ELECTRIC LIGHT COMPANY, a Massachusetts corporation (hereinafter sometimes called the "Company"), for value received, hereby promises to pay to the bearer or, if this bond be registered as to principal, to the registered owner hereof, on January 1, 1983, One

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Thousand Dollars, and to pay interest hereon from January 1, 1953, at the rate of three and three-quarters per cent per annum on July 1, 1953 and thereafter semi-annually on the first day of January and on the first day of July in each year until payment of the principal hereof, payable, as to interest accruing prior to maturity, only upon surrender of the respective coupons attached hereto as they severally become due.

The principal of and the premium, if any, and interest on this bond will be paid in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts at the principal office of the Trustee in the City of Boston, Commonwealth of Massachusetts, or at the option of the holder hereof, at the office or agency of the Company in the Borough of Manhattan, City and State of New York.

This bond is one of the bonds, of the above designated series, of an authorized issue of bonds of the Company, known as First Mortgage and Collateral Trust Bonds, issued or issuable in one or more series under and equally and proportionately secured (except in so far as any sinking fund, replacement fund or other fund established in accordance with the provisions of the Indenture hereinafter mentioned may afford additional security for the bonds of any specific series) by an Indenture of First Mortgage and Deed of Trust dated as of January 1, 1953, executed and delivered by the Company to State Street Trust Company, Boston, Massachusetts, as Trustee (herein and its successors under said Indenture sometimes called the "Trustee"), to which Indenture of First Mortgage and Deed of Trust and all indentures supplemental thereto to which the Trustee shall be a party (herein sometimes called the "Indenture") reference is hereby made for a description of the property mortgaged and pledged as security for said bonds, the nature and extent of the security, and the rights, duties and immunities thereunder of the Trustee, the rights of the holders of said bonds and of the Trustee and of the Company in respect of such security, and the terms upon which said bonds may be issued thereunder; but neither the foregoing reference to the Indenture nor any provision of this bond or of the Indenture or of any indenture supplemental thereto shall affect or permit any impairment of the obligation of the Company, which is absolute and unconditional, to pay at the stated or accelerated times herein provided, the principal of and the premium, if any, and the interest on this bond as herein provided.

The bonds of this series are subject to redemption prior to maturity as a whole at any time or in part from time to time, (a) at the option

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of the Company (other than in the cases mentioned in the following clause (b)), upon payment of the applicable percentage of the called principal amount thereof during the respective periods set forth in the tabulation below under the heading "Regular Redemption Price"; and (b) for the sinking and improvement fund and the replacement fund provided for in the Indenture and by the application of proceeds of certain property subject to the lien thereof, upon payment of the applicable percentage of the called principal amount thereof during the respective periods set forth in said tabulation under the heading "Special Redemption Price":

Twelve Months' Period Beginning January 1	Regular Redemption Price	Special Redemption Price	Twelve Months' Period Beginning January 1	Regular Redemption Price	Special Redemption Price
1933	103%	102%	1968	102%	101½
1934	105%	102%	1969	102%	101½
1935	105	102%	1970	102½	101¾
1936	104%	102%	1971	102	101¾
1937	104%	102%	1972	101½	101¾
1938	104%	102½	1973	101¾	101¾
1939	104%	102½	1974	101½	101
1940	104	102½	1975	101½	101
1941	103%	102	1976	101½	100%
1942	103%	102	1977	101	100%
1943	103½	101½	1978	100%	100%
1944	103%	101½	1979	100%	100%
1945	103½	101½	1980	100%	100%
1946	103	101½	1981	100%	100%
1947	102%	101½	1982	100	100

together in any case with interest accrued thereon to the date fixed for redemption, upon prior notice given by publication at least once each week for three successive calendar weeks, the first publication to be not less than thirty days nor more than ninety days prior to the date fixed for redemption, in a newspaper printed in the English language, customarily published on each business day and of general circulation in the City of Boston, Massachusetts and in a similar newspaper published and of general circulation in the Borough of Manhattan, City and State of New York; provided that if all of the bonds of this series at the time outstanding shall be registered bonds without coupons and/or coupon

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bonds registered as to principal, such notice may be given by mail in lieu of such publication; all as more fully provided in the Indenture.

If this bond is duly designated for redemption, if payment of the principal hereof, together with accrued interest and premium, if any, is irrevocably provided for, and if notice of such redemption is duly given or provided for, all as specified in the Indenture, this bond shall cease to be entitled to the lien of the Indenture from and after the date such payment and notice are irrevocably so provided for and shall cease to bear interest from and after the date fixed for redemption.

The Indenture contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than sixty-six and two-thirds per cent in principal amount of the bonds at the time outstanding (determined as provided in the Indenture) including, if more than one series of bonds shall be at the time outstanding, not less than sixty-six and two-thirds per cent in principal amount of the bonds at the time outstanding of each series affected, to effect, by an indenture supplemental to the Indenture, modifications or alterations of the Indenture and of the rights and obligations of the Company and of the holders of the bonds and coupons; provided, however, that no such modification or alteration shall be made without the consent of the holder hereof which will (a) extend the maturity of this bond or reduce the rate or extend or otherwise change the time of payment of interest hereon or reduce the amount of the principal hereof or reduce any premium payable on the redemption hereof, or (b) permit the creation of any lien, not otherwise permitted, prior to or on a parity with the lien of the Indenture, or alter the equal and proportionate security afforded by the lien of the Indenture for the bonds issued thereunder, or (c) reduce the number or percentage of the principal amount of the bonds upon the consent of the holders of which modifications or alterations may be made as aforesaid.

This bond shall pass by delivery, except that it may be registered as to principal from time to time at the option of the bearer on registration books to be kept for the purpose at the principal office of the Trustee, such registration being noted hereon, and if so registered shall pass only by transfer upon such books by the registered owner hereof or his duly authorized attorney, similarly noted hereon, unless such transfer shall have been made and registered to bearer and noted hereon, in which case it shall again pass by delivery until again registered. Such registration of this bond as to principal shall not affect the nego-

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liability of its coupons, which shall always be payable to bearer, be treated as negotiable and pass by delivery.

Coupon bonds of this series, bearing all unmatured coupons, may be exchanged at said office of the Trustee for registered bonds of the same series without coupons for a like aggregate principal amount in authorized denominations, upon payment, if the Company shall so require, of the charges provided for in the Indenture and subject to the terms and conditions therein set forth.

If a default as defined in the Indenture shall occur, the principal of this bond may become or be declared due and payable before maturity in the manner and with the effect provided in the Indenture. The holders, however, of certain specified percentages of the bonds at the time outstanding, including in certain cases specified percentages of bonds of particular series, may in the cases, to the extent and under the conditions provided in the Indenture waive past defaults thereunder and the consequences of such defaults.

No recourse shall be had for the payment of the principal of or the premium, if any, or the interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, against any incorporator, stockholder, director or officer, past, present or future, as such, of the Company or of any predecessor or successor corporation, either directly or through the Company or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and as provided in the Indenture.

The Company and the Trustee, any paying agent and any bond registrar shall deem and treat the bearer of this bond, if it is not registered as to principal, or if this bond is registered as to principal as herein authorized, the person in whose name the same is registered, as the absolute owner hereof, and the bearer of any coupon appertaining as the absolute owner thereof, whether or not this bond or such coupon shall be overdue, for the purpose of receiving payment and for all other purposes and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

Neither this bond nor any of the coupons for interest hereon shall become or be valid or obligatory for any purpose until the authentication certificate hereon shall have been signed by the Trustee.

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IN WITNESS WHEREOF, FALL RIVER ELECTRIC LIGHT COMPANY has caused these presents, which are intended to take effect as a sealed instrument, to be executed in its corporate name by its President or one of its Vice Presidents under its corporate seal or a facsimile thereof, attested by its Clerk or one of its Assistant Clerks, and has likewise caused the annexed coupons to be authenticated by a facsimile of the signature of its Treasurer, all as of the first day of January, 1953.

FALL RIVER ELECTRIC LIGHT COMPANY,

By _____

President.

Attest

Assistant Clerk.

[GENERAL FORM OF INTEREST COUPON APPURTENANT TO COUPON BONDS OF THE 1953 SERIES]

\$18.75

No. _____

On the first day of _____, 19____, FALL RIVER ELECTRIC LIGHT COMPANY upon surrender hereof, unless the bond mentioned below shall previously have become due and payable and payment shall have been duly provided therefor, will pay to the bearer at the principal office of the Trustee in the City of Boston, Massachusetts or, at the option of the holder hereof, at the office or agency of the Company, in the Borough of Manhattan, City and State of New York, Eighteen Dollars and Seventy-five Cents (\$18.75) in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, being six months' interest then due on its First Mortgage and Collateral Trust Bond, 2 3/4% Series due 1953, No. M _____

Treasurer.

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[FORM FOR REGISTRATION]

Notice: No writing below except by a Bond Registrar.

Date of Registration	Name of Registered Owner	Signature of Registrar

[FORM OF REGISTERED BOND OF THE 1983 SERIES WITHOUT COUPONS]

No. R _____ \$ _____

FALL RIVER ELECTRIC LIGHT COMPANY

FIRST MORTGAGE AND COLLATERAL TRUST BOND, 3 3/4% SERIES DUE 1983

Due January 1, 1983

FALL RIVER ELECTRIC LIGHT COMPANY, a Massachusetts corporation (hereinafter sometimes called the "Company"), for value received, hereby promises to pay to _____ Dollars on January 1, 1983, and to pay to said payee, or registered assigns, interest hereon from the date hereof at the rate of three and three-quarters per cent per annum, semi-annually on the first day of January and on the first day of July in each year until payment of the principal hereof.

The principal of and the premium, if any, and interest on this bond will be paid in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, at the principal office of the Trustee in the City of Boston, Commonwealth of Massachusetts or, at the option of the holder hereof, at the office or agency of the Company in the Borough of Manhattan, City and State of New York.

This bond is one of the bonds, of the above designated series, of an authorized issue of bonds of the Company known as First Mortgage and

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Collateral Trust Bonds, all issued or issuable in one or more series under and equally and proportionately secured (except in so far as any sinking fund, replacement fund or other fund established in accordance with the provisions of the Indenture hereinafter mentioned may afford additional security for the bonds of any specific series) by an Indenture of First Mortgage and Deed of Trust dated as of January 1, 1953, executed and delivered by the Company to State Street Trust Company, Boston, Massachusetts, as Trustee (herein and its successors under said Indenture sometimes called the "Trustee") to which Indenture of First Mortgage and Deed of Trust and all indentures supplemental thereto to which the Trustee shall be a party (herein sometimes called the "Indenture") reference is hereby made for a description of the property mortgaged and pledged as security for said bonds, the nature and extent of the security, and the rights, duties and immunities thereunder of the Trustee, the rights of the holders of said bonds and of the Trustee and of the Company in respect of such security, and the terms upon which said bonds may be issued thereunder; but neither the foregoing reference to the Indenture nor any provision of this bond or of the Indenture or of any indenture supplemental thereto shall affect or permit the impairment of the obligation of the Company, which is absolute and unconditional, to pay at the stated or accelerated times herein provided, the principal of and the premium, if any, and the interest on this bond as herein provided.

The bonds of this series are subject to redemption prior to maturity as a whole at any time or in part from time to time, (a) at the option of the Company (other than in the cases mentioned in the following clause (b)), upon payment of the applicable percentage of the called principal amount thereof during the respective periods set forth in the tabulation under the heading "Regular Redemption Price"; and (b) for the sinking and improvement fund and the replacement fund provided for in the Indenture and by application of proceeds of certain property subject to the lien thereof, upon payment of the applicable percentage of the called principal amount thereof during the respective periods

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set forth in said tabulation under the heading "Special Redemption Price":

Twelve Months' Period Beginning January 1	Regular Redemption Price	Special Redemption Price	Twelve Months' Period Beginning January 1	Regular Redemption Price	Special Redemption Price
1933.....	105%	102%	1968.....	102%	101%
1934.....	105%	102%	1969.....	102%	101%
1935.....	105	102%	1970.....	102%	101%
1936.....	104%	102%	1971.....	102	101%
1937.....	104%	102%	1972.....	101%	101%
1938.....	104%	102%	1973.....	101%	101%
1939.....	104%	102%	1974.....	101%	101
1940.....	104	102%	1975.....	101%	101
1941.....	103%	102	1976.....	101%	100%
1942.....	103%	102	1977.....	101	100%
1943.....	103%	101%	1978.....	100%	100%
1944.....	103%	101%	1979.....	100%	100%
1945.....	103%	101%	1980.....	100%	100%
1946.....	103	101%	1981.....	100%	100%
1947.....	102%	101%	1982.....	100	100

together in any case with interest accrued thereon to the date fixed for redemption, upon prior notice given by publication at least once each week for three successive calendar weeks, the first publication to be not less than thirty days nor more than ninety days prior to the date fixed for redemption, in a newspaper, printed in the English language, customarily published on each business day and of general circulation in the City of Boston, Massachusetts and in a similar newspaper published and of general circulation in the Borough of Manhattan, City and State of New York; provided that if all of the bonds of this series at the time outstanding shall be registered bonds without coupons and/or coupon bonds registered as to principal, such notice may be given by mail in lieu of such publication; all as more fully provided in the Indenture.

If this bond or any portion thereof (\$1,000 or any multiple thereof) is duly designated for redemption, if payment of the principal hereof or of such portion with accrued interest and premium, if any, is provided for and if notice of such redemption is duly given or provided for, all as specified in the Indenture, this bond or such portion shall cease

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to be entitled to the lien of the Indenture from and after the date such payment and notice are irrevocably so provided for, and shall cease to bear interest from and after the date fixed for redemption.

In the event of the selection for redemption of a portion only of the principal of this bond, payment of the redemption price will be made at the option of the registered owner, either (a) upon presentation of this bond for notation hereon of such payment of the portion of the principal of this bond so called for redemption, or (b) upon surrender of this bond in exchange for a bond or bonds, in either registered or coupon form (but only of authorized denominations of the same series), for the unredeemed balance of the principal amount of this bond.

The Indenture contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than sixty-six and two-thirds per cent in principal amount of the bonds at the time outstanding (determined as provided in the Indenture) including, if more than one series of bonds shall be at the time outstanding, not less than sixty-six and two-thirds per cent in principal amount of the bonds at the time outstanding of each series affected, to effect, by an indenture supplemental to the indenture, modifications or alterations of the Indenture and of the rights and obligations of the Company and of the holders of the bonds and coupons; provided, however, that no such modification or alteration shall be made without the consent of the registered owner hereof which will (a) extend the maturity of this bond or reduce the rate or extend or otherwise change the time of payment of interest hereon or reduce the amount of the principal hereof or reduce any premium payable on the redemption hereof, or (b) permit the creation of any lien, not otherwise permitted, prior to or on a parity with the lien of the Indenture, or alter the equal and proportionate security afforded by the lien of the Indenture for the bonds issued thereunder, or (c) reduce the number or percentage of the principal amount of the bonds upon the consent of the holders of which modifications or alterations may be made as aforesaid.

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney, on books of the Company kept for the purpose, at the principal office of the Trustee upon surrender of this bond for cancellation and upon payment, if the Company shall so require, of the charges provided for in the Indenture, and thereupon a new registered bond of the same series of like principal amount will be issued to the transferee in exchange therefor.

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The registered owner of this bond at his option may surrender the same for cancellation at said office and receive in exchange therefor the same aggregate principal amount of registered bonds of the same series but of other authorized denominations or coupon bonds of the same series of the denomination of One Thousand Dollars, bearing coupons representing interest from the last interest payment date to which interest has been paid on this bond, or both such registered bonds and coupon bonds, upon payment, if the Company shall so require, of the charges provided for in the Indenture and subject to the terms and conditions therein set forth.

If a default as defined in the Indenture shall occur, the principal of this bond may become or be declared due and payable before maturity in the manner and with the effect provided in the Indenture. The holders, however, of certain specified percentages of the bonds at the time outstanding, including in certain cases specified percentages of bonds of particular series, may in the cases, to the extent and under the conditions provided in the Indenture waive past defaults thereunder and the consequences of such defaults.

No recourse shall be had for the payment of the principal of or the premium, if any, or the interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, against any incorporator, stockholder, director or officer, past, present or future, as such, of the Company or of any predecessor or successor corporation, either directly or through the Company or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and as provided in the Indenture.

The Company and the Trustee, any paying agent and any bond registrar shall deem and treat the person in whose name this bond is registered, or his registered assigns, as the absolute owner hereof, whether or not this bond shall be overdue, for the purpose of receiving payment and for all other purposes and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

This bond shall not become or be valid or obligatory for any purpose until the authentication certificate hereon shall have been signed by the Trustee.

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FOR NEW YORK

ASTOR COUNTY (S) REGISTRY OF DEEDS PRIVATE ONLY

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IN WITNESS WHEREOF, FALL RIVER ELECTRIC LIGHT COMPANY has caused these presents, which are intended to take effect as a sealed instrument, to be executed in its corporate name by its President or one of its Vice Presidents under its corporate seal or a facsimile thereof, attested by its Clerk or one of its Assistant Clerks, all as of

FALL RIVER ELECTRIC LIGHT COMPANY,

By _____
President.

Attest

Assistant Clerk.

[FORM OF ENDORSEMENT]

For value received the undersigned hereby sells, assigns, and transfers unto _____ the within bond, and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said bonds on the books of the Company, with full power of substitution in the premises.

Dated:

In the presence of:

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

[FORM OF STAMP TAX LEGEND FOR ALL BONDS OF THE 1983 SERIES]

United States Internal Revenue stamps required by law on the issue of the Bonds have been affixed to the within mentioned Indenture and duly cancelled.

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[FORM OF TRUSTEE'S AUTHENTICATION CERTIFICATE FOR ALL BONDS]

This is one of the bonds, of the series designated therein, described in the within mentioned Indenture.

STATE STREET TRUST COMPANY,
As Trustee,

By _____
Authorized Officer.

Section 4.03. *Redemption Provisions for Bonds of the 1983 Series.*
The Bonds of the 1983 Series shall be subject to redemption prior to maturity as a whole at any time or in part from time to time,

(a) at the option of the Company (other than in the cases mentioned in the following Clause (b)), upon payment of the applicable percentage of the called principal amount thereof set forth under the heading "Regular Redemption Price" in the tabulation in the forms of the Bonds of the 1983 Series set forth in Section 4.01; and

(b) upon payment of the applicable percentage of the called principal amount thereof set forth under the heading "Special Redemption Price" in the tabulation in the forms of Bonds of the 1983 Series set forth in Section 4.01, either,

(i) through the application of cash deposited with the Trustee for the sinking and improvement fund for the Bonds of said series provided for in Section 4.03,

(ii) at the option of the Company, for use as a basis for credit against any sinking and improvement fund payment for the Bonds of said series due not more than 12 months subsequent to the date fixed for such redemption,

(iii) through the application of cash deposited with the Trustee for the replacement fund provided for in Section 4.04, or

(iv) through the application pursuant to Section 8.05 of any trust moneys held by the Trustee received from the proceeds of property sold or taken pursuant to the provisions of Section 7.04,

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together in any case with interest accrued thereon to the date fixed for redemption, upon not less than thirty days' nor more than ninety days' notice given in the manner provided by Article Ten, by publication in the City of Boston, Massachusetts, and in the Borough of Manhattan, City and State of New York, or otherwise as provided in Section 2.11, unless waived as provided in said Section.

Section 4.03. *Sinking and Improvement Fund for Bonds of the 1983 Series.* As a sinking and improvement fund for the benefit of the Bonds of the 1983 Series, the Company covenants that it will, subject to the provisions in this Section hereinafter set forth, annually on or before December 31 in each year, beginning with 1954 and continuing to and including December 31, 1981, pay to the Trustee an amount equal to the lowest multiple of \$1,000 which equals or exceeds 1% of the greatest aggregate principal amount of Bonds of the 1983 Series authenticated and delivered to the Company pursuant to the provisions of Article Five, prior to November 15 next preceding each December 31, less the sum of credits, if any, shown in the annual sinking fund certificate being filed with the Trustee pursuant to this Section 4.03.

The payments and the dates upon which payments are required for the sinking and improvement fund as above provided are in this Section 4.03 and in the annual sinking fund certificate hereinafter provided for referred to as "sinking fund payments" and "sinking fund payment dates", respectively.

The Company shall file with the Trustee on or before the November 15 next preceding any sinking fund payment date an officers' certificate (herein referred to as an "annual sinking fund certificate"), substantially in the following form:

"FALL RIVER ELECTRIC LIGHT COMPANY

INDENTURE DATED AS OF JANUARY 1, 1953

ANNUAL SINKING FUND CERTIFICATE

The undersigned, one of whom is an accountant, in compliance with the provisions for a sinking and improvement fund contained in Section 4.03 of the above-mentioned Indenture do hereby certify as follows:

1. The amount of the sinking fund payment due on December 31, 19... (here there should be specified the December 31 next succeeding the date of filing

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of the certificate) computed as provided in Section 4.03 of the Indenture, is..... \$.....

2. The credits, if any, which the Company elects to take against said sinking fund payment are as follows:

(i) Bonds of the 1983 Series delivered or to be delivered to the Trustee concurrently herewith, or not later than the date specified in Item 1 above, of a principal amount equal to..... \$.....

(ii) Bonds of the 1983 Series which have been redeemed within 12 months preceding the date specified in Item 1 above, at the Special Redemption Price provided for in, and pursuant to the provisions of, subparagraph (ii) of Clause (b) of Section 4.04, of a principal amount equal to..... \$.....

(Here specify Bonds redeemed.)

(iii) Bonds of the 1983 Series redeemed at any time prior to the date specified in Item 1 above at the Regular Redemption Price provided for in Section 4.02, of a principal amount equal to..... \$.....

(Here specify Bonds redeemed.)

(iv) Bonds which the Company would be entitled to have authenticated, upon compliance with the provisions of Section 5.03, Section 5.05 and/or Section 5.06 of the Indenture, which right it hereby elects to relinquish, as heretofore or concurrently being evidenced to the Trustee, as provided in Section 4.03 of the Indenture, of a principal amount equal to..... \$.....

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(Specify any Sections pursuant to which the Company has the right to have Bonds authenticated, which right is being relinquished.)

Total credits pursuant to Item 2. \$

3. (To be included only if credit is taken pursuant to Clause (i) of Item 2.) All Bonds delivered or to be delivered to the Trustee as stated in Clause (i) of Item 2 above have been bona fide issued and delivered to persons other than affiliates of the Company, and have been reacquired by the Company.

4. (This statement need be included only if credit is taken pursuant to Item 2.) None of the Bonds which are made the basis of a credit pursuant to Item 2 above, and none of the Bond credits, net additions or Montana Securities on the basis of which the Company would have the right to have Bonds authenticated, the relinquishment of which right is made the basis of a credit pursuant to Item 2 above, has previously been funded, or, if funded (in the case of Bonds or Bond credits), has been reinstated as provided in Section 207.

5. The balance, if any, of the above-mentioned sinking fund payment to be paid by the Company in cash, namely, the amount set forth in Item 1 hereof, minus the total credits set forth in Item 2 hereof, is \$

[Here insert statements required by Section 208.]

Dated: _____

President

Treasurer or

Clerk, of

Fall River Electric Light Company."

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Unless one of the officers signing the certificate is an accountant, the same shall also be signed by an accountant.

All Bonds of the 1983 Series delivered to the Trustee and credited against any sinking fund payment and all Bonds of the 1983 Series redeemed by operation of the sinking and improvement fund or the redemption of which has been made the basis of a credit against any sinking fund payment, and all Bond credits and net additions and Montaup Securities on the basis of which the Company would have the right to have Bonds authenticated, the relinquishment of which right has been made the basis of a credit against any sinking fund payment, so long as any of the Bonds of the 1983 Series are outstanding, shall be deemed to be funded. All Bonds so delivered or redeemed shall, if not previously cancelled, be forthwith cancelled by the Trustee.

In order to evidence the Company's relinquishment of the right to have Bonds authenticated, as the basis of a credit pursuant to Clause (iv) of Item 2 in any annual sinking fund certificate, the Company need only file with the Trustee (a) in respect of Bonds, the right to have which authenticated under Section 5.03 is being relinquished, a certificate of available net additions showing that there is being funded an amount of unfunded net additions equal to 10/6ths of the amount of the sinking and improvement fund obligation being so satisfied, (b) in respect of Bonds, the right to have which authenticated under Section 5.03 is being relinquished, a certificate of available Bond credits showing that there is being funded an amount of unfunded Bond credits equal to the amount of the sinking and improvement fund obligation being so satisfied, and (c) in respect of Bonds, the right to have which authenticated under Section 5.06 is being relinquished, a certificate of available Montaup Securities showing that there is being funded an amount of unfunded Montaup Securities equal to 10/6ths of the amount of the sinking and improvement fund obligation being so satisfied.

Forthwith after November 15 preceding each sinking fund payment date on which the Company will be required to make to the Trustee a payment in cash for the sinking and improvement fund, the Trustee shall proceed to select for redemption, in the manner provided in Article Ten, a principal amount of Bonds of the 1983 Series equal to the amount

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of such cash payment and, in the name of the Company, shall (provided no default at the time exists) give notice as required by the provisions of Section 4.02 and Article Ten of the redemption for the sinking and improvement fund on the then next ensuing January 1, of the Bonds so selected. On or before the sinking fund payment date next preceding such January 1, the Company shall pay to the Trustee the cash payment required by this Section, plus the amount of all interest accrued and premium payable on Bonds to be redeemed by the application of such cash payment, and the money so paid shall be applied by the Trustee to the redemption of such Bonds. The Company shall also deliver to the Trustee with the filing of any annual sinking fund certificate, or not later than the next succeeding sinking fund payment date, any Bonds specified in said Clause (1) of Item 2 in such certificate.

All cash paid to the Trustee pursuant to the provisions of this Section shall be held by the Trustee as security for the payment of the Bonds of the 1983 Series until applied as herein provided.

The Company, upon request of the Trustee from time to time, will pay to the Trustee an amount equal to the cost of giving notice of redemption of Bonds for such fund and any other expense of operation of such fund, the intention being that such fund shall not be charged for such expenses.

Section 4.04. *Replacement Fund.* For the purpose of creating a replacement fund, the Company shall on or before May 1 in each year, commencing May 1, 1954, pay to the Trustee cash and/or deliver to the Trustee Bonds of any series (taken for such purpose at the principal amount thereof) to an aggregate amount equal to the excess, if any, of the minimum provision for depreciation as defined in Section 1.35, for the preceding calendar year, and as shown by the annual replacement fund certificate hereinafter provided for, over the sum of credits shown in such certificate.

The Company shall file with the Trustee on or before the first day of May in each year, commencing on May 1, 1954, an officers' certificate (herein referred to as an "annual replacement fund certificate"), substantially in the following form:

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BRISTOL COUNTY (S.S.)
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BRISTOL COUNTY

BRISTOL COUNTY (S.S.)
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BRISTOL COUNTY

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FALL RIVER ELECTRIC LIGHT COMPANY

INDENTURE DATED AS OF JANUARY 1, 1963

ANNUAL REPLACEMENT FUND CERTIFICATE

The undersigned, one of whom is an accountant, in compliance with the provisions for a replacement fund contained in Section 4.04 of the above-mentioned Indenture do hereby certify as follows:

1. The minimum provision for depreciation for the calendar year last preceding the date of this certificate, namely, the calendar year 19___, computed as provided in Section 1.33 of the Indenture, and as shown in Exhibit A hereto annexed, is \$_____

2. The aggregate amount of property additions acquired or constructed by the Company after December 31, 1962 and to _____, 19___ (not earlier than the end of the preceding calendar year), shown by all gross additions certificates heretofore or concurrently herewith filed with the Trustee, is \$_____ and the aggregate cost of property additions not included in a gross additions certificate which have been acquired or constructed by the Company prior to the last mentioned date is \$_____, the sum of said amounts being \$_____

3. The aggregate amount of net additions and/or aggregate cost of property additions of the Company heretofore funded, is \$_____

4. The aggregate amount and/or cost of property additions of the Company used as credit in all previous replacement fund certificates, is \$_____

5. The balance of property additions available for the purposes set forth in Item 6 of this certificate, namely, the amount shown pursuant to Item 2 above minus the sum of the amounts shown pursuant to Items 3 and 4 above, is \$_____

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BRISTOL COUNTY

ASTORIA COUNTY (OR)
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6. The unfunded Bond credits shown in the certificate of available Bond credits, if any, filed with the Trustee herewith aggregate \$.....

7. The unfunded Montana Securities shown in the certificate of available Montana Securities, if any, filed with the Trustee herewith aggregate \$.....

(There may be omitted from the certificate Items 6 and 7 if the Company decides not to use them.)

8. The Company hereby elects to use as a credit \$..... of the property additions available as shown in Item 5 above, \$..... of unfunded Bond credits as shown in Item 6 above and \$..... of unfunded Montana Securities as shown in Item 7 above as follows:

(i) to meet the replacement fund requirement for the calendar year with respect to which this certificate is being filed \$.....

(ii) to reinstate Bond credits heretofore taken against, and Bonds purchased or redeemed for, the replacement fund and not heretofore reinstated \$.....

(iii) to withdraw cash or Bonds (taken at the principal amount thereof) now held by the Trustee in the replacement fund \$.....

(Here specify Bonds to be reinstated or withdrawn.)

No interest on any Bonds now outstanding under the Indenture is due and unpaid and no default now exists under the Indenture. (This statement need be included only if cash or Bonds are to be withdrawn pursuant to (iii) of Item 8.)

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9. The balance, if any, to be paid by the Company in cash or Bonds for account of the replacement fund in respect of the calendar year preceding the date hereof, namely the amount set forth in Item 1 hereof minus the aggregate amount of the credits set forth in Clause (i) of Item 8 hereof, is \$.....

[Here insert statements required by Section 2.08.]

Dated:

..... President

..... Treasurer or

..... Clerk, of

Full River Electric Light Company."

Unless one of the officers signing the certificate is an accountant the same shall also be signed by an accountant.

The Trustee upon receipt of an officers' certificate, and opinion of counsel as to compliance with conditions precedent, shall pay over or deliver to the Company cash and/or Bonds specified in Clause (iii) of Item 8 of the annual or interim replacement fund certificate. Any Bonds delivered to the Company as aforesaid shall upon such delivery be reinstated as unfunded. Any Bond credits or Bonds specified in Clause (ii) of Item 8 shall be deemed to be reinstated as unfunded forthwith upon the filing of the annual or interim replacement fund certificate.

The use of any property additions as a credit in any annual or interim replacement fund certificate shall not prevent the subsequent inclusion of such property additions in any gross additions certificate thereafter filed with the Trustee, but property additions used as such a credit under this Section shall be deemed to be funded for the purpose of release of trust moneys under Section 8.04 or of reinstatement of Bonds or Bond credits under Section 2.07 (e).

The Company may file with the Trustee at any time or from time to time an interim replacement fund certificate or certificates, which, with appropriate modifications, shall be in the general form of and

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PROPERTY ONLY

ASTON COUNTY (S)
REGISTRY OF DEEDS
PREMIER ONLY

ASTON COUNTY (S)
REGISTRY OF DEEDS
PREMIER ONLY

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signed in a manner similar to the annual replacement fund certificate, except that Item 1 thereof may be omitted, and upon such filing shall be entitled to take any action similar to that permitted by Item 8 of the annual replacement fund certificate.

Unmatured Bonds delivered to the Trustee for the replacement fund in uncanceled form shall not be cancelled except as herein provided. The Trustee shall, however, as interest becomes due and payable on any such Bonds, cut off, cancel and return to the Company the maturing coupon and in the case of interest maturing on any fully registered Bonds so held, make or cause to be made a notation thereon of the release of such interest, without payment by the Company of such interest.

Any cash deposited in the replacement fund may, upon the written order and election of the Company, be applied to the redemption of Bonds of any series at the price at which the same are then redeemable for the replacement fund or to the purchase of Bonds of any series at not exceeding such redemption price.

So long as any of the Bonds of the 1983 Series are outstanding, Bonds delivered, redeemed or purchased pursuant to Section 4.04 and any amount of unfunded Bond credits and of unfunded Montaup Securities used as a credit in Item 8 of any replacement fund certificate shall be deemed to be funded, unless and until (in the case of Bonds or Bond credits) the same shall have been reinstated as provided in this Section or in Section 2.07.

SECTION 4.05. *Restriction on Payment of Dividends on Common Stock.* The Company shall not (a) declare or pay any dividend (other than dividends payable in capital stock of the Company) or make any other distribution on any shares of Common Stock, or (b) make any expenditures for the purchase, redemption or other retirement for a consideration of any shares of capital stock of the Company (other than in exchange for, or from the proceeds of, other and new shares of capital stock of the Company and other than any shares of any class of preferred stock required to be purchased, redeemed or otherwise retired for any sinking fund or purchase fund for such class of stock), if the aggregate amount of all such dividends, distributions and expenditures made after March 1, 1953, would exceed the aggregate amount of the Company's net income available for dividends on its Common Stock, accumulated after January 31, 1953, plus the sum of \$250,000.

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Net income of the Company available for dividends on its Common Stock for the purpose of this Section shall mean the gross revenues of the Company, and other income (including interest and dividends received from the Montaup Company not in excess of the net income of the Montaup Company accumulated after January 31, 1953 computed in a manner similar to that provided in this paragraph for the Company), less all proper deductions for expenses, taxes (including without limitation income, excess profits and other taxes based on or measured by income or undistributed earnings or income), interest charges and other appropriate items, including provision for maintenance and provision for retirements, depreciation or obsolescence which shall be the amount actually charged by the Company on its books of account (but in respect of bondable property not subject to prior liens in an amount not less than the minimum provision for depreciation, as defined in Section 1.35), and after provision for all dividends accrued on any outstanding stock of the Company having preference over the Common Stock as to dividends, and otherwise determined in accordance with sound accounting practice; provided, however, that in determining the net income of the Company for the purposes of this Section no deduction or adjustment shall be made for or in respect of any charges which under sound accounting practice are not appropriate deductions in determining net income and, without limiting the generality of the foregoing, no deduction or adjustment shall be made for or in respect of (a) expenses in connection with the redemption or retirement of any securities issued by the Company, including any amount paid in excess of the principal amount or par or stated value of securities redeemed or retired, or, in the event that such redemption or retirement is effected with the proceeds of sale of other securities of the Company, interest or dividends on the securities redeemed or retired from the date on which the funds required for such redemption or retirement are deposited in trust for such purpose to the date of redemption or retirement; (b) profits or losses from sales of property or other assets carried in plant or investment accounts of the Company as of January 31, 1953 or from the reacquisition of any securities of the Company, or taxes on or in respect of any such profits; (c) any change in or adjustment of the book value of any assets owned by the Company as of January 31, 1953; (d) any earned surplus adjustment (including tax adjustments) applicable to any period prior to January 31, 1953; (e) amortization or elimination of utility plant adjustment

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or acquisition accounts or intangibles recorded on the books of the Company as of January 31, 1933, or (f) amounts transferred from Earned Surplus to an account Surplus Invested in Plant representing expenditures for property additions made by the Company from time to time out of net income.

As used in this Section 4.05, the term "Common Stock" shall mean the existing Capital Stock and the Employees' Stock of the Company and any other class of stock hereafter issued not preferred as to dividends or as to assets upon liquidation of the Company.

Section 4.06. *Duration of Effectiveness of Article Four.* This Article shall be of force and effect only so long as any Bonds of the 1933 Series are outstanding.

ARTICLE FIVE.

Authentication and Delivery of Bonds.

Section 5.01. *Initial Issue of \$6,800,000 of Bonds of the 1933 Series.* Bonds of the 1933 Series in the aggregate principal amount of \$6,800,000 may, forthwith upon the execution and delivery of this Indenture or from time to time thereafter, be executed by the Company and delivered to the Trustee and shall thereupon be authenticated and delivered by the Trustee to or upon the written order of the Company, without awaiting the recordation, registration or filing of this Indenture.

Section 5.02. *General Provisions for the Authentication and Delivery of Additional Bonds.* In addition to the Bonds, the authentication and delivery of which are provided for in Section 5.01, the Company may at any time or from time to time execute and deliver to the Trustee and thereupon the Trustee shall authenticate and deliver in accordance with the written order of the Company hereinafter in this Section provided for, Bonds of the 1933 Series or of any other series duly created pursuant to the provisions of Sections 3.04, upon the basis permitted by, and upon compliance by the Company with the provisions of, Section 5.03 (on the basis of net additions), Section 5.04 (on the basis of the deposit of cash), Section 5.05 (on the basis of Bond credits) and/or Section 5.06 (on the basis of Montana Securities).

Such additional Bonds shall be authenticated and delivered by the Trustee only upon receipt by or deposit with the Trustee, in addition to the documents and other things required to be furnished pur-

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pursuant to Section 5.03, Section 5.04, Section 5.05 and/or Section 5.06 as the case may be, of the following:

A. A written order of the Company for the authentication and delivery of such Bonds.

B. A Resolution of the Board requesting and, if required in the opinion of counsel provided for in Subsection E below, a vote of the stockholders, certified by the Clerk or an Assistant Clerk of the Company, authorizing the authentication and delivery pursuant to the provisions of Section 5.03, Section 5.04, Section 5.05 and/or Section 5.06, as the case may be, of a specified principal amount of Bonds of a designated series, and if the designated series is a new series, authorizing the execution and delivery of an indenture supplemental hereto creating such series.

C. An indenture supplemental hereto, duly authorized and executed by the Company, creating the series of Bonds designated as required by Subsection B of this Section, if such series is a new series.

D. An officers' certificate, dated not more than 10 days prior to the application for the authentication and delivery of the Bonds, as to compliance with conditions precedent, which shall also state that no interest on any Bonds then outstanding hereunder is due and unpaid and that no default hereunder then exists.

E. An opinion of counsel as to compliance with conditions precedent, which shall also

(1) specify the instruments and resolutions and votes required under this Section 5.02 which when delivered to the Trustee will conform to the requirements of law and this Indenture and will constitute sufficient authority under this Indenture for the Trustee to authenticate and deliver the Bonds applied for;

(2) specify the certificate or other evidence which will be sufficient to show compliance with the requirements, if any, of any mortgage recording tax law or other tax law applicable to the issuance of the Bonds then applied for, or state that there are no such legal requirements;

(3) specify the certificate or other evidence which will be sufficient to show the authorization, approval or consent of or

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to the issuance by the Company of the Bonds then applied for, by any governmental regulatory body or commission at the time having jurisdiction in the premises, or state that no such authorization, approval or consent is required; and

(4) state that the issuance of the Bonds, the authentication and delivery of which is then applied for, will not cause the then limit of indebtedness, if any, of the Company permitted by law, to be exceeded and the execution, authentication and delivery of the Bonds applied for have been sufficiently and duly authorized by all necessary corporate action on the part of the Company and that said Bonds, when executed by the Company and authenticated and delivered by the Trustee and when issued by the Company, will be valid and binding obligations of the Company, entitled to the security of this Indenture to the same extent as and on a parity, as to all of the trust estate, with all Bonds theretofore issued and then outstanding hereunder.

F. The certificates and other evidence, if any, specified in the opinion of counsel required by the foregoing Subsection E.

Section 5.03. *Authentication and Delivery of Bonds on the Basis of Net Additions.* Upon compliance with the provisions of Section 5.02, additional Bonds may from time to time be executed by the Company and delivered to the Trustee and shall be authenticated and delivered by the Trustee upon the written order of the Company, in an aggregate principal amount not exceeding 60% of the amount of unfunded net additions being funded for such purpose, as shown in the certificate of available net additions provided for in Subsection A of this Section, upon receipt by the Trustee of the following:

- A. A certificate of available net additions.
- B. An earnings certificate.

Section 5.04. *Authentication and Delivery of Bonds on the Basis of the Deposit of Cash.* Upon compliance with the provisions of Section 5.02, additional Bonds may from time to time be executed by the Company and delivered to the Trustee and shall be authenticated and delivered by the Trustee upon the written order of the Company, in an aggregate principal amount not exceeding the amount of cash

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deposited with the Trustee as provided in Subsection A of this Section, upon receipt by and deposit with the Trustee of the following:

- A. Cash equal to the aggregate principal amount of the Bonds the authentication and delivery whereof is then applied for.
- B. An earnings certificate.

SECTION 5.05. *Authentication and Delivery of Bonds on the Basis of Bond Credits.* Upon compliance with the provisions of Section 5.02, additional Bonds may from time to time be executed by the Company and delivered to the Trustee and shall be authenticated and delivered by the Trustee upon the written order of the Company, in an aggregate principal amount not exceeding the amount of unfunded Bond credits being funded for such purpose, as shown in the certificate of available Bond credits provided for in Subsection A of this Section, upon receipt by the Trustee of the following:

- A. A certificate of available Bond credits.
- B. Either (1) an earnings certificate, if
 - (i) an earnings certificate, excluding the annual interest requirements on any of the Bonds whose retirement (or provision therefor) is reflected in the certificate of available Bond credits filed pursuant to Subsection A of this Section, shall have been filed with the Trustee after such Bonds were retired or their retirement provided for; or
 - (ii) any such Bonds shall not have been bona fide sold, pledged or otherwise negotiated to persons other than affiliates of the Company and bear a lower rate of interest than the Bonds then applied for;

or (2) an officers' certificate evidencing that neither of the conditions set forth in Clauses (i) and (ii) of this Subsection exists.

SECTION 5.06. *Authentication and Delivery of Bonds on the Basis of Montana Securities.* Upon compliance with the provisions of Section 5.02, additional Bonds may from time to time be executed by the Company and delivered to the Trustee and shall be authenticated and delivered by the Trustee upon the written order of the Company in an aggregate principal amount not exceeding 60% of the amount of unfunded Montana Securities being funded for such purpose, as shown in the certificate of available Montana Securities pro-

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vided for in Subsection A of this Section, upon receipt by the Trustee of the following:

- A. A certificate of available Montaup Securities.
- B. An earnings certificate.

Section 5.07. Issuance of Bonds by Company—Status of Reacquired Bonds. Whenever any Bonds shall have been authenticated and delivered to or on the written order of the Company by the Trustee, the Company may issue such Bonds or any thereof by selling, pledging or otherwise negotiating the same upon such terms as may be authorized or approved from time to time by its Board of Directors; provided, however, that no Bonds shall be entitled to the lien and security hereof until such Bonds shall have been so issued by the Company. The Company may reacquire any of the Bonds so issued by it and may reissue any of the Bonds so reacquired (including a Bond issued by way of pledge or for other limited purposes and thereafter returned to the Company); but until the same shall have been so reissued by the Company, the Bonds so reacquired shall not be entitled to the lien or security hereof. The Company, however, shall not reissue any Bond which is required by any other provision of this Indenture to be cancelled by the Trustee. Nothing in this Section, however, is intended or shall be construed in such a way as to affect or impair the transferability of any of the Bonds or the negotiability of any of the coupon Bonds or as entitling the Company or any other party or parties to deny or contest the status as fully issued and outstanding hereunder and entitled to the lien and security aforesaid of any Bond bearing the authentication certificate of the Trustee, in the hands of any bona fide holder in due course thereof other than the Company.

ARTICLE SIX

Concerning Pledged Securities.

Section 6.01. The securities of Montaup Company described in the Schedule of Montaup Securities and Contract in Article Twenty hereof have been deposited and pledged with the Trustee coincidentally with the execution and delivery of this Indenture. As and when any certificates for any other shares of stock or any obligations or evidences of indebtedness or other securities of the Montaup Company and of any other company, the securities of which the Company has agreed to deposit or pledge with the Trustee, shall come into the possession of the

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Company or under its control, the Company shall forthwith deposit and pledge the same with the Trustee, together with such proper instruments of assignment and transfer as the Trustee may require, which shall include express authority to the Trustee to vote such shares of stock to the extent herein provided or permitted. All shares of stock, obligations or evidences of indebtedness or other securities of the Montaup Company and of any other company, the securities of which the Company has agreed to deposit or pledge with the Trustee, are herein sometimes referred to as "pledged securities".

Subject to the provisions of the Montaup Contract and the By-laws of the Montaup Company, the Trustee may require any securities deposited and pledged hereunder to be registered in its name or in the name of any nominee of the Trustee, or the Trustee may receive and hold such securities in the name of the Company or of anyone else, endorsed in blank or in favor of the Trustee or with a power of assignment in blank or in favor of the Trustee. The Trustee may hold any obligations or evidences of indebtedness deposited and pledged hereunder in bearer form or otherwise, as it may see fit.

Section 6.02. The Trustee may do whatever in its judgment may be necessary for the purpose of maintaining, preserving, renewing or extending the corporate existence of any company, the securities of which are pledged hereunder, but, unless a default hereunder shall exist, the Trustee shall be under no duty to take any action in respect thereof. Upon the written request of the Company, the Trustee shall assign, transfer and deliver, or permit the Company to assign, transfer and deliver, to the persons designated in such request a sufficient number of any shares of stock then held by the Trustee in pledge hereunder to qualify such persons to act as directors of, or in any other official relation to, the issuer thereof; and in every such case the Trustee may make such arrangements as it shall deem necessary for the protection of the trust hereunder in respect of the shares so assigned, transferred and delivered.

Section 6.03. Unless a default hereunder shall exist, the Company from time to time shall be entitled to receive and collect for its own use

- (1) all dividends paid on shares of stock held by the Trustee hereunder which are paid in cash out of net income or earned surplus; and
- (2) all interest upon obligations or indebtedness held by the Trustee hereunder;

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and the Trustee from time to time shall execute and deliver upon the written order of the Company, suitable assignments and orders in favor of the Company or its nominee for the payment of such cash dividends and interest, and as the date of their maturity approaches shall deliver upon a like order any and all coupons representing such interest. The Company agrees that it will not sell, assign or transfer any coupon or right to interest or dividends delivered or assigned to it hereunder, except subject to the lien of this Indenture; that it will not collect any such interest by legal proceedings or by any enforcement of any security therefor without the prior written assent of the Trustee, or in any manner which the Trustee shall deem prejudicial to the trust hereunder; and that until actually paid, released or discharged, each such right to interest or dividends shall remain subject to the lien of this Indenture.

If a default hereunder shall exist, then, in addition to the other remedies herein provided, the Trustee shall be entitled to receive all dividends on any stock and all sums payable for interest on any obligations held by the Trustee hereunder, and the Trustee shall cancel and revoke all assignments and orders for the payment of dividends and interest, and all moneys so received by the Trustee shall, prior to any sale of the pledged securities under this Indenture, be applied as provided in Section 12.02, and upon any such sale shall be held and applied in the same manner as the proceeds of such sale; but in every such case, after the Company's rights shall have been restored as hereinafter in Section 6.11 provided, the right of the Company to receive and collect cash dividends and interest to the extent aforesaid, and the duty of the Trustee to execute and deliver assignments and orders for the same as hereinabove provided, shall revive and continue as though no default had occurred; and the Trustee shall pay over upon the written order of the Company the amount, if any there be, of any such dividends or interest collected or received by the Trustee and then remaining unexpended in its hands.

Provided, however, and it is hereby declared and agreed that the Company shall not be entitled to receive and the Trustee shall not pay over to it

- (a) the principal of any obligation at the time held by the Trustee hereunder, or
- (b) except to the extent provided in subparagraph (1) or (2) of this Section 6.03, any sum paid upon or in respect of any share of stock or any obligation at the time held by the Trustee

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hereunder upon the liquidation or dissolution or reduction of capital of the issuer thereof or the redemption of any of the pledged securities or otherwise.

All sums paid on account of any of its items specified in the foregoing proviso as not to be received by the Company shall be paid to the Trustee, and the same shall be held and applied by the Trustee as trust moneys in accordance with the provisions of Section 8.01.

Section 6.04. Unless a default hereunder shall exist, the Company shall have the right, except as hereinafter expressly limited, to vote and/or give consent with respect to all shares of stock held by the Trustee hereunder; and from time to time, in case such shares of stock shall have been transferred into the name of the Trustee or of its nominee, the Trustee, upon the written request of the Company, shall execute and deliver or cause to be executed and delivered to the Company or its nominee appropriate powers of attorney or proxies to vote such stock or to execute a waiver or consent or certificate with respect to such stock for such purposes as may be specified in such request, except that each such power of attorney or proxy may be limited so as to provide in effect that the powers thereby conferred do not include any power to vote for or to authorize or consent to any act or thing inconsistent with this Indenture.

If a default hereunder shall exist, then, in addition to the other remedies herein provided, the Trustee, if it shall deem it advisable, shall revoke all such powers of attorney and proxies and shall vote and exercise or cause its nominee to vote and exercise all the powers of an owner with respect to any such shares of stock then held by the Trustee hereunder; but in every such case, after the Company's rights shall have been restored as hereinafter in Section 6.11 provided, the right of the Company to vote such shares, and the duty of the Trustee to execute powers of attorney and proxies as hereinabove provided, shall revive and continue as though no default had occurred.

Section 6.05. The capital stock of any company, the stock of which is pledged hereunder, may be increased or reduced or reclassified, and any such company may be dissolved; provided, however, that in the case of any such increase effective provision shall be made that the certificates for all additional stock acquired by the Company upon such increase shall be deposited and pledged with the Trustee hereunder and subjected to the lien hereof as a direct lien thereon subject

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to no prior lien or encumbrance, and in the case of any such reduction there shall continue to be held by the Trustee subject to the lien hereof certificates for not less than the same proportion of each class of the reduced capital stock as the proportion of such class of capital stock held by the Trustee before such reduction. The Trustee may make any exchange, substitution, cancellation or surrender of certificates of stock held by it for the purpose of such increase, reduction, reclassification or dissolution; provided, however, that prior to any such cancellation or surrender of certificates for the purpose of dissolution, the share, if any, of all of the assets of the company so being dissolved distributable to the holder of such stock shall be subject to the lien of this Indenture. The Trustee may receive and, subject to the provisions of Section 15.02 and Section 15.03, shall be fully protected in relying upon a certificate of the Company as to the amount of the share of the assets of any such company which is distributable upon dissolution as aforesaid to the holder of the stock held by the Trustee hereunder.

The Trustee shall be entitled, before taking any action under this Section 6.05, to receive an opinion of counsel stating the legal effect, in respect of the matters hereinabove set forth, of any such increase, reduction or reclassification of capital stock or dissolution and the steps necessary to be taken to consummate the same, and stating that such action will not impair the security of the Bondholders, and such opinion of counsel shall, subject to the provisions of Section 15.02 and Section 15.03, be full protection to the Trustee for any action taken or omitted to be taken by it pursuant hereto.

Section 6.06. Unless a default shall exist under this Indenture, in case default shall be made in the payment of the principal of or interest on any obligation or indebtedness which shall at the time be held by the Trustee hereunder, or in the due performance or observance of any covenant contained in any instrument securing the same or under which the same were issued, or in the due performance or observance of the Mortgage Contract, then and in any such case, upon the written request of the Company, and upon being indemnified to its reasonable satisfaction against all liability and expense which it might thereby incur, the Trustee shall cause, or join with other owners of like obligation or indebtedness in causing, proper proceedings to be instituted and prosecuted in a court of competent jurisdiction to enforce the payment of such obligation or indebted-

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ness and to collect the amounts due upon the same and/or to enforce the performance or observance of such covenant or the Montaup Contract. If a default shall exist under this Indenture, the Trustee in its discretion may, and upon the written request of the holders of not less than a majority in principal amount of the Bonds then outstanding shall, institute such proceedings without such written request of the Company, and, with respect to the Montaup Contract, may nominate a successor to the Company and take such action and exercise such rights as are permitted by the Montaup Contract.

SECTION 607. Unless a default hereunder shall exist, if at any time, (a) any company, securities of which are held by the Trustee hereunder, shall be dissolved or liquidated, or (b) all or any part of the property of any such company shall be sold upon the insolvency thereof or upon foreclosure or otherwise at any judicial or other sale, then and in every such case, if the property of such company or any part thereof can be acquired by crediting on the securities thereof held by the Trustee hereunder any sum accruing or to be received thereon out of the proceeds of such property and by paying not more than ten per centum (10%) of the price of such property in cash (or more than ten per centum (10%) if the holders of not less than a majority in principal amount of the Bonds then outstanding shall so request), the Trustee, if requested by the Company or by the holders of not less than a majority in principal amount of the Bonds then outstanding and provided with the amount of cash necessary therefor, shall purchase such property or cause the same to be purchased and shall use the securities thereof as far as may be necessary to make payment for such property, and in case of any such purchase the Trustee shall take such steps as it may deem proper to cause the property so purchased to be vested in some other company organized or to be organized with power to acquire and manage such property, upon such terms and conditions as may be approved in an opinion of counsel, provided that all evidences of indebtedness (excepting the obligations and other evidences of indebtedness, if any, subject to which such property shall have been sold to said corporation) and certificates for all of the capital stock (except directors' qualifying shares) of said company shall be deposited and pledged with the Trustee hereunder subject to the direct lien of this Indenture and shall be held by the Trustee subject to the provisions of this Article Six. In case neither the Trustee nor

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the Company shall purchase or cause to be purchased the property sold at any such sale, then the Trustee shall receive any portion of the proceeds of sale accruing on and apportioned to the securities held by it hereunder, and such proceeds shall be held and applied by the Trustee as trust moneys in accordance with the provisions of Section 8.01.

SECTION 6.08. With the written consent of the Company, the Trustee may at any time vote any shares of stock held by it hereunder, and with or without such written consent may take such action as in its discretion the Trustee shall deem advisable to protect its interests and the interests of the Bondholders in respect of any of the pledged securities; and with such written consent of the Company, the Trustee may join in any plan of voluntary or involuntary reorganization or readjustment or rearrangement in respect of any of the pledged securities including a readjustment and a release of any part of the Company's investment in Montaup Securities required by the provisions of the Montaup Contract, and may accept or authorize the acceptance of new securities issued under any such plan in exchange for any of the pledged securities then held by the Trustee hereunder. If a default shall exist under this Indenture, the Trustee shall be entitled to take such steps without the consent of the Company. Any new securities so received shall be held by the Trustee subject to the direct lien of this Indenture, and all the provisions herein contained shall be applicable to such new securities in like manner as to the pledged securities in exchange for which they were issued. In case the Trustee shall not join in (or be bound by) any such plan of reorganization or readjustment or rearrangement, the Trustee shall receive any moneys apportioned to the pledged securities and such moneys shall be held and applied by the Trustee as trust moneys in accordance with the provisions of Section 8.01.

The Trustee shall be entitled, before taking any action under this Section 6.08 with respect to the release of any Montaup Securities incident to a readjustment of the Company's investment therein required by the Montaup Contract, to receive an opinion of counsel as to compliance with the provisions of the Montaup Contract, and such opinion of counsel shall, subject to the provisions of Section 15.02 and Section 15.03, be full protection to the Trustee for any action taken or omitted to be taken by it pursuant hereto.

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Section 6.09. On demand of the Trustee, the Company forthwith will pay or satisfactorily provide for all expenditures incurred by the Trustee under any provisions of this Article Six, including all expenditures made to obtain and perfect the ownership and title to any property which the Trustee shall purchase or shall cause or authorize to be purchased pursuant thereto; and in any case, without impairment of or prejudice to any of its rights hereunder by reason of any default of the Company, if the Trustee shall advance any such expenses and/or other sums required, or shall procure such advances to be made by others, the Company covenants and agrees that it will forthwith repay all such advances and will pay interest thereon at the rate of six per centum (6%) per annum; and until so paid such advances shall be secured by a lien under and by virtue of this Indenture upon the trust estate, in preference to the Bonds and coupons issued hereunder.

Section 6.10. Nothing herein contained shall prevent (1) the surrender by the Trustee of any obligations or indebtedness which have been duly paid and the release of any lien securing the same, (2) the renewal or extension, without impairment of lien or security, at the same or a lower or higher rate of interest, of any of the obligations or indebtedness which shall at the time be subject to the lien hereof, or (3) the issue, in place of or in discharge of or in substitution for any such obligations or indebtedness, of other obligations or indebtedness of the same obligor for equivalent amounts, and (in the case of secured obligations or indebtedness) secured by mortgage or lien of substantially equal rank upon the same property; provided, however, that in case any obligation or indebtedness held by the Trustee shall be so renewed or extended such obligation or indebtedness as so renewed or extended, to the same extent and in the same manner as theretofore, shall continue to be subject to the lien hereof; and that in case any obligations or indebtedness held by the Trustee shall be exchanged for obligations or indebtedness substituted as aforesaid, the substituted obligations or indebtedness and the evidences thereof, to the same extent and in the same manner as those for which they are substituted, shall be deposited and pledged with the Trustee hereunder; and that as a condition precedent to any such exchange or substitution the Trustee shall receive an independent appraiser's certificate as to the fair value of the obligations or indebtedness to be released

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and as to the fair value to the Company of those to be received by the Trustee and to the effect that such exchange or substitution is desirable in the conduct of the business of the Company and will not impair the security under this Indenture in contravention of the provisions hereof. Unless a default shall exist under this Indenture the Trustee shall, upon receipt of a written request of the Company, together with the above-mentioned appraiser's certificate and an officer's certificate and an opinion of counsel as to compliance with conditions precedent, consent to any such release, surrender, renewal, extension or substitution.

Section 6.11. Whenever under the provisions of Section 6.03 or Section 6.04 any right shall have arisen in the Trustee either to receive and retain any cash dividends or interest which, under the provisions of sub-paragraphs (1) and (2) of Section 6.03, the Company would in the absence of a default be entitled to receive upon any of the pledged securities, or to vote any stock held by the Trustee hereunder, but before the sale of all or any substantial part of the trust estate shall have been made pursuant to Article Twelve and before the Bonds shall have matured by their terms or the principal of the Bonds shall have been declared due (unless such declaration shall have been annulled as provided in Section 12.01), then, if all arrears of interest upon all the Bonds, with interest on overdue instalments of interest at the same rates respectively borne by the Bonds, the interest on which shall be in default, together with the reasonable charges and expenses of the Trustee and its agents and attorneys, and all other sums which may have become due and payable by the Company under this Indenture, shall either be paid by the Company to those entitled thereto (or to the Trustee, for their account) or be collected out of the income from or earnings of the trust estate, and all other defaults known to the Trustee under the Bonds or under this Indenture shall be made good or be cured to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall be made therefor, or shall have been waived as in Section 12.23 provided, then and in every such case the right of the Trustee to collect and retain cash dividends or interest as aforesaid or to vote any shares of stock as aforesaid shall terminate, and thereupon the Company and the Trustee shall be restored to their former positions and rights hereunder in respect of the pledged securities; but no such restoration shall extend to or affect any subsequent default or impair any right consequent thereon.

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ARTICLE SEVEN.

Release of Mortgaged Property.

SECTION 7.01. Unless a default shall exist, the Company shall be suffered and permitted to possess, use and enjoy the mortgaged property (except such cash and securities as are expressly required to be or have been deposited with the Trustee) and to receive, use and dispose of, free from the lien of this Indenture, the tolls, rents, revenues, issues, earnings, income, product and profits of the mortgaged property, with power in the ordinary course of business freely and without let or hindrance on the part of the Trustee or of the Bondholders, to use, consume and dispose of its materials and supplies, to sell, use or dispose of its products, to alter and repair its buildings and structures and remove them when desirable in the conduct of its business, to change the position of any of its plants, poles, wires, conduits or other property whatsoever, to replace and renew any of its equipment, machinery or other property, to dismantle and remove any property no longer useful in the conduct of its business, and, subject to the provisions of Article Fourteen hereof, to lease (subject to the continuing lien of this Indenture and to all the provisions hereof on the property so leased) any part of its properties as may be desirable or advisable in the proper conduct of the business or in the operations of the properties of the Company, and, except as herein otherwise expressly provided to the contrary, to exercise any and all rights under choses in action, contracts, franchises and claims.

SECTION 7.02. Unless a default shall exist, the Company may at any time and from time to time, without any notice to or release or consent by the Trustee or accountability thereto for any consideration received by the Company except as provided in this Section 7.02:

(a) sell or otherwise dispose of, free from the lien of this Indenture, any machinery, apparatus, equipment, fixtures, appliances, tools and implements, or other similar property which shall have become old, worn out, obsolete, inadequate, unfit, unnecessary or unadapted for use in the operations of the Company; provided that the Company shall replace the property so sold or otherwise disposed of with other property not necessarily of the same character (but which shall be bondable property if the property sold or disposed of was bondable property) which shall be of a fair value to the Company at least equal to the fair value of the property so

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sold or otherwise disposed of and which shall become subject to the lien of this Indenture free and clear of all prior liens (except permitted encumbrances and prior liens to which the property so sold or otherwise disposed of was subject);

(b) abandon, terminate, cancel, release or make changes or alterations in or substitutions for any and all leases and right-of-way grants, provided that such action is in the opinion of the Company necessary, desirable or advisable in the conduct of the business of the Company;

(c) surrender or assent to the modification of any right, power, franchise, license, governmental consent or permit which it may hold or under which it may be operating, provided that such surrender or modification is, in the opinion of the Board of Directors of the Company, necessary, desirable or advisable in the conduct of the business of the Company;

(d) sell, exchange or otherwise dispose of free from the lien of this Indenture interests in poles in electric lines to telephone, telegraph or other electric utilities or to municipalities as may from time to time in the opinion of the Company be desirable or advisable in establishing or maintaining joint pole operations; or

(e) grant or convey rights-of-way and easements over or in respect to any real property owned by the Company, provided that such grant or conveyance will not materially impair the usefulness of such real property in the conduct of the business of the Company;

provided that in the event of any change, alteration or substitution pursuant to clause (b) of this Section 7.02 or any modification pursuant to clause (c) of this Section 7.02, the changed, altered or substituted lease or right-of-way grant, or the modified right, power, franchise, license, governmental consent or permit, as the case may be, shall be subject to the lien of this Indenture. The Company either (i) shall apply any net cash proceeds received for or in connection with the taking of any of the steps authorized by this Section to the acquisition of, or the reimbursement of itself for, other property or rights, not necessarily of the same character but of a value at least equal for the purposes of the Company to that of the property or rights disposed of, which shall forthwith become a part of the trust estate, or (ii) if and to the extent that such net proceeds are not so applied within 12 calendar months

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after receipt thereof or such further period as the Trustee shall deem reasonable, shall pay the same to the Trustee, subject to the provisions of Section 7.06.

The Trustee shall, from time to time, upon the written request of the Company, execute any release or consent requested to confirm any action taken by the Company pursuant to this Section, but only upon receipt by the Trustee of an officers' certificate and an opinion of counsel that the execution of such release or consent is appropriate to confirm action taken by the Company pursuant to this Section.

Section 7.03. The Trustee shall from time to time (unless the provisions of Section 7.04 are applicable) execute and deliver to the Company, pursuant to this Section, an appropriate release from the lien and operation of this Indenture of any property constituting part of the trust estate, including pledged securities, but excluding, without limiting any disposition thereof otherwise specifically provided in the Indenture, (a) trust moneys and other cash, (b) less than all the capital stock of the Montaup Company, (c) deposited obligations, and (d) purchase money obligations, upon receipt by and deposit with the Trustee of the following:

A. A written request of the Company for such release.

B. An officers' certificate, dated not more than 10 days prior to the application for such release, as to compliance with conditions precedent, which shall also state in substance:

- (1) that the Company has sold, exchanged or disposed of or has contracted to sell, exchange or dispose of the property so to be released, describing such property and the proceeds to be received by the Company therefor;
- (2) that no default then exists hereunder; and
- (3) that, in the opinion of the signers, the proposed release will not impair the security under this Indenture in contravention of the provisions hereof.

C. A certificate of an engineer or appraiser, dated not more than 20 days prior to the application for such release, stating, in the opinion of the signer,

- (1) the fair value, at the date of such certificate, of the property to be released,

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(2) the fair value to the Company of any consideration other than cash or purchase money obligations defined in Section 7.06 to be received by the Company for the property to be released, and

(3) that the proposed release will not impair the security under this Indenture in contravention of the provisions hereof.

The engineer or appraiser signing such certificate shall be independent in case

(a) the fair value of the property to be released as stated in said certificate is in excess of \$50,000, or

(b) the aggregate of the fair value of the property to be released as stated in said certificate and the fair value of all other property or securities released since the commencement of the then current calendar year as stated in the engineer's or appraiser's certificates furnished in connection with the release thereof is 10% or more of the aggregate principal amount of all Bonds at the time outstanding hereunder, and if the fair value of the property to be released as stated in said certificate equals or exceeds the greater of \$25,000 or 1% of the aggregate principal amount of the Bonds at the time outstanding, or

(c) any consideration to be received by the Company for the property to be released consists of property which within six months prior to the date of acquisition thereof by the Company has been used or operated by a person or persons other than the Company in a business similar to that in which it has been or is to be used by the Company and the fair value to the Company of such property as set forth in such certificate equals or exceeds the greater of \$25,000 or 1% of the aggregate principal amount of the Bonds at the time outstanding, or

(d) any securities other than purchase money obligations are to be received by the Company for the property to be released, if the fair value to the Company of such securities and all other securities received by the Company as consideration for property released since the commencement of the then current calendar year, as set forth in the certificates required by this Subsection C, is 10% or more of the aggregate principal amount of the Bonds at the time outstanding, and if

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the fair value of the securities described in such certificate equals or exceeds the greater of \$25,000 or 1% of the aggregate principal amount of the Bonds at the time outstanding.

D. Subject to the provisions of Section 7.06, cash in an amount equal to the fair value (as certified pursuant to Subsection C of this Section) of the property to be released.

E. An opinion or opinions of counsel as to compliance with conditions precedent, which shall also state that the instruments therein designated which have been or are therewith delivered to the Trustee conform to the requirements of this Indenture.

SECTION 7.04. Should all or any part of the trust estate be taken by the exercise of the power of eminent domain or should any municipal or governmental body, agency, instrumentality or authority at any time exercise any right which it may have to purchase or designate a purchaser of, or to order the sale of, all or any part of the trust estate, or should the Company sell all or any part of the trust estate to, or to any nominee of, or purchaser designated by, any municipal or governmental body, agency, instrumentality or authority pursuant to, or in anticipation of the exercise of, its power of eminent domain or any such right to purchase, or designate a purchaser of, or order the sale of, the property so sold, the Company shall, subject to the provisions of Section 7.05, forthwith upon receipt, deposit with the Trustee the award for, or proceeds of, any property so taken, purchased or sold. The Trustee shall release any property so taken, purchased or sold, upon receipt by the Trustee of:

A. A written request of the Company for such release.

B. An officers' certificate, dated not more than 10 days prior to the application for such release, as to compliance with conditions precedent, and describing the property so to be released, stating the amount of the award therefor or proceeds therefrom, and stating in substance that such property has been taken, purchased or sold in the manner set forth above in this Section.

C. Cash in the amount specified in Subsection B above, representing the award for, or the proceeds of, such property, or in lieu thereof, any of the things the deposit of which is permitted under Section 7.05.

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D. A certificate of an engineer dated not more than 20 days prior to the application for such release, stating, in the opinion of the signer, in case such property is sold pursuant to the provisions of this Section but otherwise than upon the exercise by any municipal or governmental body, agency, instrumentality or authority of its right to order the sale of, or to purchase or designate a purchaser of, said property, (i) the fair value of such property at the date of such certificate and (ii) that the proposed release will not impair the security under this Indenture in contravention of the provisions hereof.

Such certificate, however, shall be filed with the Trustee only as information and shall not affect in any way the basis of the release of such property. The engineer signing such certificate shall be an independent engineer in case of the existence of any circumstances described in Clauses (a), (b) or (d) of Subsection C of Section 7.03.

E. An opinion of counsel as to compliance with conditions precedent, stating that such property has been lawfully taken, purchased or sold in the manner set forth above in this Section, and that the instruments designated therein which have been or are therewith delivered to the Trustee conform to the requirements of this Indenture and constitute sufficient authority under this Indenture for the Trustee to execute and deliver the release requested.

In any proceedings for the taking of all or any part of the trust estate by the exercise of the power of eminent domain, the Trustee may be represented by counsel who may be counsel for the Company.

Section 7.05. In addition to and not in derogation of the authority contained in Sections 7.01 to 7.04, inclusive, unless a default shall exist, the Company may at any time and from time to time, without any release or consent by the Trustee (unless under the provisions of Section 7.03 the Company would then be required to furnish an independent engineer's certificate, in which event this Section shall not be applicable), sell, exchange or otherwise dispose of any part of the trust estate which shall no longer be used or useful in the conduct of the business of the Company, provided the aggregate of the fair value at the time of disposition of the property so disposed of in any one calendar year shall not exceed \$25,000.

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The Company covenants that, upon the completion of any such disposition, it will, subject to the provisions of Section 7.06, deposit with the Trustee cash in an amount equal to the fair value of the property disposed of at the time of disposition.

On or before May 1 of each year, beginning with the year 1954, the Company shall deliver to the Trustee an officers' certificate containing the statements required by Section 2.08 and briefly describing the property sold, exchanged or otherwise disposed of pursuant to this Section 7.03 during the preceding calendar year (or in the case of the first such certificate, since the date of the execution and delivery hereof). Said certificate shall set forth, and, unless signed by an engineer, shall be accompanied by a certificate of an engineer setting forth, the fair value of the property described in said officers' certificate.

In order to clear the title of record of any property so disposed of, the Trustee shall from time to time, upon the written request of the Company, execute and deliver confirmatory releases or certificates that such property is free from the lien of this Indenture upon delivery to the Trustee of an officers' certificate as to compliance with conditions precedent and stating that such property has been, or upon or prior to the delivery of said release or certificate will be, disposed of by the Company pursuant to this Section and that the execution and delivery of the confirmatory release or certificate will not impair the security under this Indenture in contravention of the provisions hereof and an opinion of counsel as to compliance with conditions precedent.

Section 7.06. The Company shall have the right, except in the case of the taking, sale or release of all or substantially all of the trust estate pursuant to Section 7.04, and except a release under Section 7.03 of property of the character referred to in Section 9.12 A, in lieu of all or any part of any cash, the deposit of which with the Trustee is required by any provision of this Article Seven, to deposit with or deliver to the Trustee any of the things described in the following Subsections A to G, inclusive, namely:

- A. Obligations of the United States of America as provided in Section 2.15; or
- B. Any obligations (herein sometimes referred to as "purchase money obligations") secured by a mortgage on the property to be disposed of maturing not more than 10 years after the date

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of such deposit, which purchase money obligations and mortgages securing the same shall be duly assigned to the Trustee and shall be credited by the Trustee at the principal amount thereof against, and in lieu of, the deposit of cash; provided that the principal amount thereof so to be credited shall not exceed (a) in the case of any release pursuant to Section 7.03, 60% of the fair value (as certified pursuant to said Section) of the property covered by any such purchase money mortgage, or (b) an amount which, together with the aggregate principal amount of all purchase money obligations which have been theretofore deposited with the Trustee under this Section 7.06 and are then held as part of the trust estate, does not exceed 15% of the aggregate principal amount of the Bonds at the time outstanding; or

C. A certificate of the trustee or other holder of a prior lien on all or any part of the property to be taken or disposed of, stating that a specified amount of cash and/or a specified principal amount of purchase money obligations of the character described in the preceding Subsection B and representing proceeds of such property, have been deposited with such trustee or other holder pursuant to the requirements of such prior lien, and such certificate shall be received by the Trustee in lieu of cash equal to the cash and the principal amount of the purchase money obligations so certified to have been deposited with such trustee or other holder; or

D. An officers' certificate, stating that the property to be released, taken or disposed of or a portion thereof has been sold, taken or disposed of subject to a specified prior lien existing thereon immediately prior to such sale, taking or other disposition, and briefly describing or otherwise identifying such prior lien and stating the principal amount of the obligations secured thereby, and stating that such property or such portion thereof constitutes all of the property which immediately prior to such sale, taking or other disposition was subject to such prior lien or liens; and such officers' certificate shall be received by the Trustee in lieu of cash in an amount equal to the principal amount of obligations so stated to be secured by such prior lien or liens; or

E. A certificate of available net additions, which certificate shall be received by the Trustee in lieu of cash up to the amount of unfunded net additions being funded for such purpose, as shown therein; or

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F. A certificate of available Bond credits, which certificate shall be received by the Trustee in lieu of cash up to the amount of unfunded Bond credits being funded for such purpose, as shown therein; or

G. A certificate of available Montaup Securities, which certificate shall be received by the Trustee in lieu of cash up to the amount of unfunded Montaup Securities being funded for such purpose, as shown therein.

In case of the delivery to the Trustee of any purchase money obligations or of a certificate of the trustee or other holder of a prior lien or an officers' certificate pursuant to Subsection B, C or D of this Section, there shall also be delivered to the Trustee an opinion or opinions of counsel

(1) in case any purchase money obligations are being delivered to the Trustee or to the trustee or other holder of a prior lien pursuant to Subsection B or C of this Section, stating that the same are valid obligations and are duly secured by a valid purchase money mortgage constituting a direct lien upon all the property to be released, taken or disposed of, free and clear of all prior liens, charges or encumbrances, except any prior liens or other charges or encumbrances prior to the lien of this Indenture which may have existed on such property to be released immediately prior to such release, taking or disposition, and that any such mortgage has been validly assigned to the Trustee and/or to the trustee or other holder of a prior lien, as the case may be, and that such assignment is in recordable form;

(2) in case any cash or purchase money obligations shall be certified to have been deposited with the trustee or other holder of a prior lien pursuant to Subsection C of this Section, stating that the property to be taken or disposed of, or a specified portion thereof is, or immediately before such release, taking or disposition was, subject to such prior lien, and that such deposit is required by such prior lien; and

(3) in case an officers' certificate shall have been delivered to the Trustee pursuant to Subsection D of this Section, stating that the property to be taken or disposed of is, or immediately before such release, taking or disposition was, subject to the prior lien or liens stated in such certificate, and that the nature and

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extent of such prior lien or liens are correctly stated in such certificate.

Section 7.07. In case the Company proposes to sell or has sold any property of the character excepted from the lien hereof and the purchaser thereof requests the Company to furnish a written disclaimer or quit-claim by the Trustee of any interest in such property under this Indenture, the Trustee shall execute such an instrument without substitution of other property or cash upon receipt by the Trustee of

- (1) a written request of the Company for the execution of such disclaimer or quit-claim;
- (2) an officers' certificate as to compliance with conditions precedent, which shall also recite the sale or proposed sale, describe in reasonable detail the property sold or to be sold, state that such property is not subject to the lien hereof, and state that the purchaser has requested a written disclaimer or quit-claim by the Trustee; and
- (3) an opinion of counsel as to compliance with conditions precedent, which shall also state that such property is not subject to the lien hereof or required to be subjected thereto by any of the provisions hereof.

Section 7.08. In case a default shall exist, the Company, while in possession of the trust estate (other than securities and cash held by the Trustee or the trustee or other holder of a prior lien), may do any of the things enumerated in Sections 7.01 to 7.06, both inclusive, if the Trustee, in its discretion, or the holders of at least a majority in principal amount of the Bonds at the time outstanding, shall in writing expressly authorize or consent to such action, in which event the certificate required by Subsection B of Section 7.03 need not contain the statement that no default then exists hereunder.

In case the trust estate (other than securities and cash held by the Trustee or the trustee or other holder of a prior lien) shall be in the possession of a receiver or trustee lawfully appointed, the powers in this Article conferred upon the Company with respect to the sale or other disposition of the trust estate may be exercised by such receiver or trustee (subject to authorization or consent of the Trustee or Bondholders as hereinabove in this Section provided), in which case a written request signed by said receiver or trustee shall be

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deemed the equivalent of a written request of the Company and a certificate signed by such receiver or trustee shall be deemed the equivalent of any officers' certificate required by any provision of this Article. If the Trustee shall be in possession of the trust estate (other than securities and cash held by the trustee or other holder of a prior lien), then such powers may be exercised by the Trustee in its discretion.

Section 7.09. No purchaser in good faith of property purporting to be released herefrom shall be bound to ascertain the authority of the Trustee to execute the release, or to inquire as to the existence of any conditions required by the provisions hereof for the exercise of such authority; nor shall any purchaser or grantee of any property or rights permitted by this Article to be sold, granted or otherwise disposed of by the Company be under any obligation to ascertain or inquire into the authority of the Company to make any such sale, grant or other disposition, or look to the application of the purchase money.

Section 7.10. Except as herein otherwise specifically provided, cash deposited with the Trustee pursuant to this Article shall be held, paid over or applied by the Trustee as provided in Article Eight.

Section 7.11. Any property constituting part of the trust estate which is sold, exchanged or otherwise disposed of by the Company and released from the lien of this Indenture and which is thereafter reacquired by the Company shall without further action become subject to the lien of this Indenture.

Section 7.12. Sections 7.01 to 7.05, inclusive, and Sections 7.07 and 7.08, except as therein specified, shall not be construed as being in limitation of one another, but as separate and independent methods of releasing or disposing of property.

ARTICLE EIGHT.

Application of Trust Moneys.

Section 8.01. All moneys deposited with the Trustee in respect of the release, sale or other disposition of any part of the trust estate pursuant to the provisions of Article Seven, payments on account of the principal of all purchase money obligations held by the Trustee, other moneys required by Article Six to be treated as trust moneys, all moneys deposited with the Trustee as proceeds of the sale of, or

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insurance upon, any part of the trust estate, all moneys deposited with the Trustee pursuant to Section 5.04 as the basis for the authentication and delivery of Bonds, all moneys deposited with the Trustee pursuant to Section 2.07(a) as the basis for the reinstatement of Bonds, and all other moneys elsewhere herein provided to be held and applied as in this Article provided, and all moneys, if any, deposited with the Trustee the disposition whereof is not elsewhere herein otherwise specifically provided for, (all such moneys hereinabove referred to being herein sometimes called "trust moneys") shall be held by the Trustee as a part of the trust estate and all or any part of said trust moneys, at the request and election of the Company, may be withdrawn from, and/or shall be applied by, the Trustee from time to time as provided in this Article, subject to the following restrictions:

(a) no moneys deposited with the Trustee pursuant to Section 5.04 as the basis for the authentication and delivery of Bonds shall be withdrawn pursuant to the provisions of Section 8.04;

(b) in the event of the sale, taking or release of all or substantially all the bondable property of the Company subject to the lien of this Indenture, any money deposited with the Trustee in connection with such release, taking or sale, whether or not interest on any Bonds then outstanding hereunder shall be due and unpaid or a default shall exist, shall be applied only to the retirement of Bonds pursuant to the provisions of Section 8.05, and if the money so deposited, together with other moneys then held by the Trustee and available for the purpose, is not sufficient to effect the retirement of all Bonds then outstanding, it shall be applied to the retirement of Bonds as aforesaid only upon the deposit by the Company with the Trustee (and the Company covenants to make such deposit), of an amount sufficient, together with such moneys, so to effect the retirement of all the Bonds then outstanding; and

(c) in the event of the sale or disposition of property referred to in Section 9.12A any money deposited with the Trustee shall be applied only to the retirement of Bonds pursuant to the provisions of Section 8.05.

Section 8.02. Subject to the provisions of Section 8.01, the Trustee shall pay to or upon the order of the Company an amount of trust moneys up to but not exceeding:

(a) in the case of moneys deposited with the Trustee pursuant to Section 5.04, 60%, and,

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(b) in the case of any other trust moneys, 100%,

of the amount of unfunded net additions being funded for such purpose, as shown in the certificate of available net additions provided for in Subsection C of this Section, upon receipt by and deposit with the Trustee of the following:

A. A written order of the Company for the withdrawal and payment of a specified amount of trust moneys.

B. An officers' certificate, dated not more than 10 days prior to the application for such withdrawal, as to compliance with conditions precedent, stating also that no interest on any Bonds then outstanding hereunder is due and unpaid and that no default hereunder then exists.

C. A certificate of available net additions.

D. An opinion of counsel as to compliance with conditions precedent.

Section 8.03. Subject to the provisions of Section 8.01, the Trustee shall pay to or upon the order of the Company an amount of trust moneys equal to the amount of the unfunded Bond credits being funded for such purpose, as shown in the certificate of available Bond credits provided for in Subsection C of this Section, and/or the amount of unfunded Montaup Securities being funded for such purpose, as shown in the certificate of available Montaup Securities provided for in Subsection C of this Section, except that with respect to trust moneys deposited with the Trustee pursuant to Section 5.04 the amount so payable in respect of unfunded Montaup Securities shall be 60% of such amount of unfunded Montaup Securities, upon receipt by the Trustee of the following:

A. A written order of the Company for the withdrawal and payment of a specified amount of trust moneys.

B. An officers' certificate, dated not more than 10 days prior to the application for such withdrawal, as to compliance with conditions precedent, stating also that no interest on any Bonds then outstanding hereunder is due and unpaid and that no default hereunder then exists.

C. A certificate of available Bond credits and/or a certificate of available Montaup Securities.

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D. An opinion of counsel as to compliance with conditions precedent.

Section 8.04. Subject to the provisions of Section 8.01 and Section 9.12 A, the Trustee shall pay to or upon the order of the Company any trust moneys (except cash deposited pursuant to Section 5.04 as the basis for authentication and delivery of Bonds) to an amount equal to the cost or fair value to the Company, as evidenced as hereinafter in this Section provided, whichever is less, of property additions acquired or constructed by the Company contemporaneously with or subsequent to the deposit of such moneys with the Trustee, or, in respect of trust moneys arising from insurance proceeds, to an amount equal to the cost of repairs to the damaged bondable property made prior to or subsequent to the deposit of such moneys with the Trustee, upon receipt by the Trustee of the following:

A. A written order of the Company for the withdrawal and payment of a specified amount of trust moneys.

B. An officers' certificate, signed as provided in Subsection A of Section 2.01, dated not more than 10 days prior to the application for such withdrawal,

(a) stating that no interest on any Bonds then outstanding hereunder is due and unpaid and that no default hereunder then exists;

(b) stating that the Company has acquired or is to acquire by purchase, construction or otherwise property additions (or, with respect to trust moneys arising from insurance proceeds has made or is to make repairs to damaged bondable property) which shall be described as provided in Subsection A of Section 2.01;

(c) stating that none of said property additions have been included in any gross additions certificate pursuant to Section 2.01 or in any replacement fund certificate, or funded as defined in Section 1.36;

(d) containing the statements required by Clauses (4), (5), (6) and (7) of Subsection A of Section 2.01, modified as hereinafter in this Section provided, and

(e) containing statements as to compliance with conditions precedent.

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C. The certificates, opinion and other documents required by Subsections B to E, both inclusive, of Section 2.01 to the extent applicable, provided that the certificate required by said Subsection B shall be modified as hereinafter in this Section provided.

D. An opinion of counsel as to compliance with conditions precedent.

The officers' certificate required by the foregoing Subsection B of this Section and the independent engineer's certificate provided for in Subsection B of Section 2.01 and required by the foregoing Subsection C of this Section shall, in lieu of stating the fair value of the property additions referred to therein as defined in Section 1.32, state the fair value thereof to the Company as of a date not more than 60 days prior to the filing of such certificates with the Trustee.

Section 5.05. Trust moneys may, and in the case of the proceeds of the sale or disposition of property referred to in Section 3.12A shall, be applied by the Trustee at any time and from time to time to the redemption prior to maturity of Bonds which are by their terms redeemable prior to maturity or to the purchase of Bonds upon advertisement for tenders or in the open market or upon any securities exchange or in any one or more of said ways, as the Company shall determine, upon receipt by the Trustee of the following:

A. A written order of the Company for the application pursuant to this Section of a specified amount of trust moneys, and specifying the principal amount of Bonds and the series (and maturities, if of serial maturity) thereof to be redeemed and the redemption price applicable to the redemption thereof with the trust moneys to be applied for the purpose, or, in case such moneys are to be applied to the purchase of Bonds, prescribing the method of purchase, the maximum price or prices to be paid (which shall not exceed the redemption price or prices at which the Bonds of the series to be purchased are at the time redeemable by the application of the trust moneys to be applied), and the principal amount of Bonds and the series (and maturities, if of serial maturity) thereof to be purchased.

B. In case the order is for the application of trust moneys deposited with the Trustee as the basis for the authentication and delivery of Bonds pursuant to Section 5.04, cash equivalent to the

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maximum amount of the accrued interest and the premium, if any, required to be paid in connection with any such redemption or purchase, which cash shall be held by the Trustee in trust for such purpose, and, to the extent not required for such purpose, shall be repaid to the Company upon request.

C. An officers' certificate, dated not more than 10 days prior to the application for such use of trust moneys, as to compliance with conditions precedent, stating also that no interest on any Bonds then outstanding is due and unpaid and that no default hereunder then exists.

D. An opinion of counsel as to compliance with conditions precedent.

In the case provided in Subsection B of this Section, the Trustee shall use the cash deposited pursuant to such Subsection, to the extent necessary, to pay any accrued interest and premium required in connection with any such redemption or purchase.

No Bonds shall be issued in place of or in lieu of any Bonds redeemed or purchased as aforesaid or other action taken or credit allowed pursuant hereto on the basis of the retirement thereof unless and until the same are reinstated as unfunded as provided in Section 2.07 or as provided in any indenture supplemental hereto.

Section 8.06. In case a default shall exist hereunder (other than a default as to the payment of the principal of any Bond), the Company, while in possession of the trust estate (other than securities and cash held by the Trustee or the trustee or other holder of a prior lien), may do any of the things enumerated in Sections 8.02 to 8.05, both inclusive, if the Trustee in its discretion, or the holders of at least a majority in principal amount of the Bonds at the time outstanding, shall in writing expressly authorize or consent to such action, in which event no certificate filed pursuant to any of said Sections need contain a statement to the effect that no interest on any Bonds then outstanding hereunder is due and unpaid and that no default hereunder then exists.

In case the trust estate (other than securities and cash held by the Trustee or the trustee or other holder of a prior lien) shall be in the possession of a receiver or trustee lawfully appointed, the powers hereinbefore in this Article conferred upon the Company with respect to the withdrawal or application of trust moneys may be exercised by such receiver or trustee (subject to authorization or consent of the

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Trustee or Bondholders as hereinabove in this Section provided), in which case a written request signed by said receiver or trustee shall be deemed the equivalent of any written order of the Company required by any provision of this Article, and a certificate signed by such receiver or trustee shall be deemed the equivalent of any officers' certificate required by any provision of this Article. If the Trustee shall be in possession of the trust estate (other than securities and cash held by the trustee or other holder of a prior lien) under any provisions of this Indenture, then such powers may be exercised by the Trustee in its discretion.

ARTICLE NINE

Certain Covenants of the Company.

Section 9.01. The Company will punctually pay the principal and the interest (and premium, if any) to become due in respect of all the Bonds issued under this Indenture at the times and places and in the manner specified herein and in the Bonds and in the coupons appertaining thereto, according to the true intent and meaning thereof, all in coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Money deposited with the Trustee or with any paying agent for the purpose of paying the principal of and premium, if any, or interest on Bonds shall constitute a trust fund for such purpose and for no other purpose whatever, subject to the provisions of Sections 16.04 and 16.05.

Section 9.02. A. The Company will maintain an office or agency at each place at which the principal of and premium, if any, or interest on any outstanding Bonds shall be payable, and where notices, presentations and demands to or upon the Company in respect of this Indenture or of such Bonds or coupons as may be payable at such place may be given or made, and will give the Trustee written notice of the location of and any change in the location of each such office or agency. In case the Company shall at any time fail to designate and maintain such office or offices, agency or agencies, the office of the Trustee shall be conclusively deemed to be the office or agency of the Company for all such purposes, and the Company hereby appoints the Trustee its agent, on its behalf, to receive all such notices, presentations and demands.

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B. If the Company shall at any time appoint a paying agent other than the Trustee, it will cause such paying agent to execute and deliver to the Trustee an instrument in writing in which such paying agent shall agree with the Trustee, subject to the provisions of this Section, (1) that such paying agent shall hold in trust for the benefit of the Bondholders entitled thereto or of the Trustee all sums held by such paying agent for the payment of the principal of and premium, if any, or interest on any of the Bonds, and (2) that such paying agent shall give to the Trustee notice of any default by the Company, or any other obligor on the Bonds, in the making of any payment to such paying agent on account of the principal of and premium, if any, or interest on any of the Bonds. Such paying agent shall not be obligated to segregate such sums from its other funds except to the extent required by law.

C. If the Company acts as its own paying agent, it will, on or before each due date of such instalment of principal of and premium, if any, or interest on the Bonds, set aside and segregate and hold in trust for the benefit of the Bondholders entitled thereto or for the Trustee, as the case may be, a sum sufficient to pay such principal and premium, if any, or interest so becoming due on the Bonds and will notify the Trustee of such action or of any failure to take such action.

D. The Company may at any time cause any paying agent, or itself, to pay to the Trustee or to any successor paying agent, upon the same trusts, any sums so held in trust by such paying agent or by itself.

E. The holding in trust by the Trustee, any paying agent, or the Company, of funds referred to in this Section 9.02, is subject to the provisions of Article Sixteen.

Section 9.03. In order to prevent any accumulation of coupons or claims for interest after maturity, the Company will not, directly or indirectly, extend or consent to the extension of the time for the payment of any coupon appertaining to or claims for interest on any of the Bonds, except pursuant to a plan proposed by the Company to the holders of all Bonds then outstanding, and will not, directly or indirectly, be a party to or approve any such arrangement by purchasing or funding said coupons or claims for interest or in any other manner.

Section 9.04. The Company will not issue, or permit to be issued, any Bonds hereunder in any manner other than in accordance with the

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provisions of this Indenture and the Company will faithfully observe and perform all the conditions and requirements hereof.

Section 2.05. The Company covenants that it is lawfully seized and possessed of all the trust estate at the date of the execution of this Indenture except as herein specifically otherwise stated; that upon the first issuance of any Bonds hereunder the trust estate will be free and clear of any lien other than permitted encumbrances; that the Company will warrant and forever defend the trust estate to the Trustee against the claims of all persons whomsoever except as herein specifically otherwise stated; that it will maintain and preserve the lien of this Indenture so long as any of the Bonds issued hereunder are outstanding; and that it has good right and lawful authority to subject said property to the lien hereof, as provided in and by this Indenture.

Section 2.06. Any and all property hereafter required by the Company, and any and all improvements, extensions, betterments or additions to property of the Company, which by this Indenture are to become subject hereto, immediately upon the acquisition or construction thereof by the Company, and without any further conveyance, mortgage, assignment or act on the part of the Company or of the Trustee, shall become and be subject to the lien of this Indenture, as fully and completely as though now owned by the Company and specifically described in the Granting Clauses hereof; but nevertheless, the Company will from time to time execute, acknowledge and deliver any and all such further assurances, conveyances, mortgages or assignments thereof as are required by the terms and provisions of this Indenture or as the Trustee may reasonably require.

The Company will cause this Indenture and any and all supplemental indentures and instruments of further assurance at all times to be kept recorded, filed and registered in such manner and in such places as may, according to an opinion of counsel, be required by law in order fully to preserve and protect the rights of the Bondholders and the Trustee hereunder as to all property included in the trust estate, and, without in any wise limiting the generality of the foregoing covenant, the Company will furnish to the Trustee

(a) promptly after the execution and delivery of this Indenture and of each indenture supplemental hereto, an opinion of counsel containing the statements required by Section 2.04 and stating that in the opinion of such counsel this Indenture or such

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supplemental indenture, as the case may be, has been properly recorded, filed and registered so as to make effective the lien intended to be created thereby, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to make such lien effective;

(b) on or before May 1 of each year, beginning with the year 1954,

(1) an opinion of counsel containing the statements required by Section 2.06 and either stating that in the opinion of such counsel such action has been taken with respect to the recording, filing, re-recording and re-filing of this Indenture and of all previous supplemental indentures, or the execution, filing and/or recording of any further supplemental indenture, as is necessary to maintain the lien of this Indenture, as supplemented, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary for such purposes; and

(2) such additional supplemental indentures or other instruments as may be specified as necessary for any of the purposes aforesaid in the opinion of counsel required by the foregoing Clause (1).

The requirements of this Section as to filing and recording shall be deemed to be complied with if any opinion of counsel required by this Section shall state that this Indenture or the supplemental indenture in question, as the case may be, has been received for recording, filing or registration in each public office in which it is required to be recorded, filed or registered and that, in the opinion of such counsel, no further action need be taken by the Company to make effective the lien intended to be created thereby.

Section 9.07. Except as otherwise herein expressly permitted, the Company will not create or suffer to be created any mortgage, lien or charge having priority to or preference over, or ranking on a parity with, the lien of this Indenture upon the trust estate or any part thereof or upon the income therefrom, except permitted encumbrances and except prior liens upon property hereafter acquired, created or existing at the time of acquisition thereof; and the Company will from time to time pay or cause to be paid, as the same shall become due and payable

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and before they become delinquent, all taxes, assessments, governmental charges or levies which may be levied or assessed or imposed upon the trust estate or any part thereof or in connection with the operation of the same or upon any income therefrom and also (to the extent that such payment will not be contrary to any applicable laws relating to usury applying to corporate obligations and that such payment will not otherwise be unlawful) all taxes, assessments, governmental charges or levies which may be levied or assessed or imposed upon the fee or interest of the Trustee or of the Bondholders in the trust estate, so that (to the extent aforesaid) the lien of this Indenture shall at all times be wholly preserved at the cost of the Company and without expense to the Trustee or the Bondholders; and within four months after there has become delinquent any lawful claim or demand which if unpaid would or might be secured by or give rise to any mechanics', materialmen's or other similar liens upon the trust estate, or any part thereof, the lien whereof might be held to be prior to or on a parity with the lien of this Indenture, the Company will pay or discharge or make adequate provision to satisfy or discharge the same; provided, however, that nothing in this Section 9.07 contained shall require the Company to pay any such tax, assessment or governmental charge, or to observe or conform to any requirement of governmental authority in connection with any of the foregoing or to cause to be paid or discharged any such lien or charge, so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

SECTION 9.08. (A) The Company will use its best efforts at all times to maintain, preserve and keep all the trust estate and every part thereof in good condition, repair and working order and equipped with suitable machinery and appliances. The Company from time to time will use its best efforts to make all needful and proper repairs, replacements, additions, betterments and improvements so that the operations and business of the Company pertaining to the trust estate and every part thereof shall at all times be conducted properly and advantageously, and so that at all times the efficiency of the trust estate shall be fully maintained.

Except as otherwise permitted hereby, the Company will perform or comply with all the conditions, covenants, stipulations and provisions of any and all leases or other instruments under which it holds rights included in the trust estate and will promptly pay all rentals

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and other indebtedness accruing thereunder and will do all other things necessary to keep unimpaired the Company's rights thereunder and to prevent any forfeiture or termination thereof.

The Company will, except as herein otherwise specifically provided, preserve its corporate existence and will use its best efforts to preserve all its rights and franchises to the extent necessary or desirable to conduct its business properly and advantageously.

Nothing in this Section contained shall, however, be held to prevent the Company from permanently discontinuing the operation of any of its properties if such discontinuance is, in the opinion of the Board of Directors, necessary or advisable in the conduct of the business of the Company and not disadvantageous to the holders of the Bonds or if the Company is ordered to do so by any regulatory authority having jurisdiction in the premises; nor to prevent the Company from taking or causing to be taken such action with respect to the use of its properties as is proper under the circumstances, including the cessation or omission to exercise rights, permits, licenses, privileges or franchises which, in the opinion of the Board of Directors, can no longer be profitably exercised or availed of.

(B) Whenever the holders of at least 25% in principal amount of the Bonds outstanding hereunder shall so request in a written notice served upon the Trustee, but not more frequently than once every two years, and whether or not requested by the Bondholders as aforesaid, at least once in every five years, the Company shall appoint an independent engineer to make an inspection of the trust estate of the Company.

The Company shall cause such independent engineer, within a reasonable time after the date of his appointment, to report to the Company and to the Trustee whether or not the trust estate (other than property which has been retired) of the Company, as an operating system or systems, has been maintained in good repair, working order and condition, and as to whether or not any part of the trust estate that is no longer used or useful in the business of the Company, has been duly recorded as retired on its books. If such independent engineer shall report that the trust estate has not been so maintained, he shall state in his report the character and extent and estimated cost of making good such deficiency, and, if longer than one year, the time reasonably necessary to make good such deficiency, and if he shall report that there is any of the trust estate no longer used or useful

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which has not been recorded as retired on the books of the Company, he shall briefly describe such property and state the aggregate retirement which should be stated on such books with respect thereto. Said report shall be placed on file by the Trustee and shall be open to inspection by any Bondholder at any reasonable time.

If the Company, within 30 days after the filing of the report of such independent engineer, shall object in writing to any of the statements in such certificate, the matters so objected to shall be forthwith referred to three arbitrators selected in the following manner: the Trustee, within 10 days after the expiration of said period of 30 days, shall name one arbitrator and give notice of such selection to the Company. Within 10 days after receipt of such notice, the Company shall name one arbitrator and give notice of such selection to the Trustee, and failure to do so shall entitle the Trustee to name an arbitrator to represent the Company. The two thus selected shall, within 10 days after the appointment of the arbitrator representing the Company, select a third arbitrator, but if said arbitrators are unable, within said 10 days, to agree upon such third arbitrator, then the District Judge of the United States of America for the District of Massachusetts senior in service may appoint such third arbitrator, upon application to said District Judge by either party on 5 days' notice thereof to the other party. The written decision of a majority of such arbitrators shall be filed as soon as practicable with the Trustee and a copy thereof delivered to the Company, and shall be binding upon the Trustee, the Company and the Bondholders.

The Company, upon the expiration of 30 days after the filing as aforesaid of the report of an independent engineer, if it shall not have objected thereto, or upon the filing as aforesaid of any decision of arbitrators, shall proceed with all reasonable speed, to do such maintenance work as may be necessary to make good any such maintenance deficiency as shall have been determined to exist as heretofore provided at the time of the report of such independent engineer or at the time of such decision of arbitrators, as the case may be, whereupon such independent engineer or such arbitrators, as the case may be, shall report in writing to the Trustee whether such deficiency has been made good; provided, however, that in case such independent engineer or arbitrators shall fail or refuse to make such report within such period as the Trustee may deem reasonable, the Trustee may in

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its discretion appoint another independent engineer to make such report, or in lieu of such report, may accept an officers' certificate that such deficiency has been made good.

If the report of such independent engineer or such decision of arbitrators, as the case may be, shall state that there has not been recorded as retired on the books of the Company, any portion of the trust estate which is no longer used or useful, the Company shall, after 30 days from the filing of any such report, if it shall not have objected thereto, or if it shall have so objected, then upon the filing of such decision of arbitrators, make on its books appropriate entries recording the retirement of such property, and shall forthwith deliver to the Trustee an officers' certificate stating that such entries have been made.

Unless the Trustee shall be so advised in writing by such independent engineer or arbitrators or by an officers' certificate accepted by the Trustee, as the case may be, within one year from the date of any report of an independent engineer or any decision of arbitrators, as the case may be, determining a maintenance deficiency to exist, or such longer period as may be stated in such report or decision to be reasonably necessary for the purpose, that such deficiency has been made good, the Company shall be deemed to have failed in the due performance of the covenant as to the maintenance of the trust estate contained in this Section 9.08 and in any proceeding consequent upon such failure said report or decision shall be conclusive evidence against the Company of the existence of the facts and conditions therein set forth.

All expenses incurred pursuant to this Section shall be borne by the Company.

Section 9.09. The Company will at all times keep all its insurable property included in the trust estate insured against fire and other risks to the extent usually insured against by companies operating similar properties, either (a) by reputable insurance companies, or (b) at the Company's election, with respect to any or all of the trust estate, by means of some other adequate method or plan of protection (the adequacy of such other method or plan to be evidenced by a certificate, filed with the Trustee, of an actuary or other qualified person selected by the Company and satisfactory to the Trustee). All insurance policies and rights under other insurance methods or plans, except

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as to materials and supplies and except as to any particular loss less than \$25,000 in amount, shall be made payable to the Trustee, as its interest may appear, provided that any loss with respect to any property which is subject to a prior lien may be payable also to the trustee or the other holder of such prior lien as its interest may appear.

All proceeds of insurance received by the Trustee under the provisions of this Section shall be held by the Trustee and paid over or applied by the Trustee as provided with respect to trust moneys in Article Eight.

All proceeds of any insurance on the trust estate, to the extent that the same shall not be payable to the Trustee as aforesaid or to the trustee or other holder of a prior lien, shall be applied by the Company to the repair, restoration or replacement of the property destroyed or damaged or other additions to the trust estate of the Company.

In case of any loss covered by any policy of insurance, any appraisal or adjustment of such loss and settlement which, so long as no default shall exist under this Indenture, may be agreed upon between the Company and the insurance company shall be conclusive upon and shall be consented to and accepted by the Trustee.

The Company will furnish to the Trustee, within 60 days after the end of each fiscal year, an officers' certificate summarizing the insurance outstanding and in force upon the trust estate or any part thereof, and containing the statements required by Section 2.08.

Section 9.10. A. The Company covenants that at the time of execution of this Indenture no prior lien exists upon the trust estate. If, however, in the future any prior lien is created it shall be created only pursuant to Section 9.07, Section 14.01 and this Section in which event the Company will duly and punctually perform all the conditions imposed upon it by the terms of any prior lien, and will not permit any default under any prior lien to occur or continue for the period of grace specified therein.

B. The Company will not acquire any property which at the time of acquisition thereof shall be or become subject to any prior lien, other than liens securing the unpaid purchase price of new equipment or machinery, (a) if at the date of acquisition of such property the principal amount of indebtedness secured by such prior lien or liens shall exceed 60% of the cost to the Company of the property so acquired, or (b) if such property, prior to the acquisition thereof by the Company, was operated by another in a business similar to that carried on or to be carried on by the Company, unless the net earnings of the

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Company, plus net earnings of such property, for a period of twelve consecutive calendar months within the fifteen calendar months immediately preceding the date of acquisition, computed as to such property as nearly as may be in the manner set forth in Section 1.44 hereof for the computation of the net earnings of the Company, but after deduction of actual charges or provisions for depreciation or obsolescence determined, with respect to the property of the Company, as provided in Section 1.44 hereof and, with respect to the properties to be acquired, as provided in the prior lien securing the indebtedness to be outstanding upon such acquisition, but in any event not less than would result upon the application of the provisions of Section 1.44 hereof, shall have been at least twice the aggregate of the annual interest charges upon all Bonds and prior lien indebtedness outstanding plus the prior lien indebtedness to be secured by such prior lien or liens to be outstanding immediately after such acquisition. The Company will not permit any increase in the aggregate principal amount of the outstanding indebtedness secured by any prior lien.

C. The Company may renew, refund or extend the unpaid portion of any prior lien indebtedness (except prior lien indebtedness which has ceased to be outstanding as defined in Section 1.41 hereof) without additional security on any property required to be subject to the lien of this Indenture as a first lien upon delivering to the Trustee an officers' certificate, signed also by an independent engineer in case the unpaid principal amount of such prior lien indebtedness is in excess of \$100,000, stating that such renewal, refunding or extension, as the case may be, is desirable in the conduct of the business of the Company and will not be materially prejudicial to the interests of the Bondholders.

D. In case the Company shall, as hereinabove permitted, acquire any bondable property subject to any prior lien, the interest of the Company in all such property shall at all times be subject to the lien of this Indenture and, if and when the title to such property shall vest in the Company free and clear of such prior lien, then such property shall forthwith be and become subject to the lien of this Indenture as a first mortgage thereon, subject only to permitted encumbrances as herein defined.

Section 9.11. Upon the cancellation and discharge of any prior lien, the Company will cause all cash or purchase money obligations then held by the trustee or other holder of such prior lien, which represent the proceeds of the release, taking by eminent domain or any other

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disposition of, or the proceeds of insurance on, any of the trust estate (including all proceeds of or substitutes for any thereof), to be paid to and/or deposited and pledged with the Trustee, subject to no lien or charge prior to the lien of this Indenture, such cash to be held and paid over or applied by the Trustee as provided in Article Eight, and such purchase money obligations to be held and disposed of as provided in Article Six; provided, however, that in lieu of paying or delivering to the Trustee all or any part of such cash or purchase money obligations, the Company may deliver to the Trustee (i) a certificate of the trustee or other holder of some other prior lien, stating that a specified amount thereof has been deposited with such trustee or other holder pursuant to the requirements of such other prior lien, and (ii) an opinion of counsel stating that such deposit is required by such other prior lien.

Section 9.12. A. The Company will not voluntarily sell or dispose of a principal part of its distribution system or all or any substantial part of its Montaup Securities pledged hereunder or its rights as an entirety under the Montaup Contract, unless cash in an amount equal to the fair value thereof, determined as provided in Section 7.03, is deposited with the Trustee and used to retire Bonds pursuant to Section 8.05.

B. The Company will not consolidate or merge with or into or sell, convey, transfer, or lease the trust estate as an entirety or substantially as an entirety to any other corporation except as provided in Article Fourteen.

Section 9.13. The Company will pledge hereunder all securities and stock of the Montaup Company hereafter acquired and will not sell less than all the capital stock of the Montaup Company except as permitted by Section 6.08 hereof and, until and unless terminated as hereinafter provided, will perform and carry out the terms of the Montaup Contract (or any agreement substituted therefor) or as the same may be hereafter amended, subject to the right of the Company to cause the Montaup Contract to be amended or terminated, or a new agreement to be substituted therefor, upon the following terms and conditions:

The Company will not amend or terminate the Montaup Contract or substitute a new agreement therefor which affects the provisions of the amendment to the Montaup Contract dated December 1, 1930, relative to the authorization of the pledge of Montaup Securities and

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other matters, in any manner in derogation of the interests of the Bondholders.

The Company will furnish to the Trustee, as a condition precedent to any other amendment or termination of or substitution for the Montaup Contract

- (1) a certificate of an independent engineer stating in substance that the proposed amendment, termination or substitution in his opinion will not be prejudicial to the interests of the Company, or an opinion of counsel to the effect that such amendment, termination or substitution has been approved or ordered by governmental authority having jurisdiction thereof,

and as a further condition precedent to any such amendment or substitution

- (2) a draft of the proposed amendment or new agreement, and

- (3) an opinion of counsel to the effect that the Company's rights under the Montaup Contract as amended by the proposed amendment or under the new agreement to be substituted therefor, as the case may be, will be subject to the lien of this Indenture in the same manner and to the same extent as its rights under the Montaup Contract prior to such amendment or substitution.

Subject to the provisions of Section 15.02 and Section 15.03 hereof, the foregoing shall be full evidence of authority for the Trustee to permit the Company to make such amendments to or termination of the Montaup Contract or to enter into a substituted agreement. The Company further agrees as soon as such amendments or substituted agreement have become effective to file with the Trustee a copy of such agreement, as amended, or substitution agreement, certified to by the Clerk or an Assistant Clerk of the Company.

The Trustee may determine from time to time whether or not any particular written instrument to which the Company is or is proposed to be a party does or will constitute an amendment to the Montaup Contract or to any agreement effectively substituted therefor, within the meaning of this Section 9.13. Such determination, if made in writing, shall be conclusive upon the Company and the Bondholders and all other persons claiming rights through or under this Indenture.

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In making such a determination the Trustee may rely upon an opinion of counsel.

Section 9.14. Not later than 120 days after the expiration of each fiscal year, the Company will deliver to the Trustee statements of income and of surplus of the Company for such fiscal year and a balance sheet of the Company as of the last day of such fiscal year. Such statements and balance sheets shall set forth fairly in accordance with sound accounting practice and in reasonable detail the results of operations and the financial condition of the Company and shall be accompanied by the certificate or opinion of an independent public accountant or firm of independent public accountants satisfactory to the Trustee (who may be the public accountants regularly employed by the Company to audit and examine its books).

The Company will at any and all times, upon the written request of the Trustee, furnish or cause to be furnished to the Trustee earnings statements, balance sheets and other statements in writing with respect to the accounts and obligations of the Company, presenting fairly, in accordance with sound accounting practice, its financial condition, with information as to its assets, liabilities, earnings, income and expenses and income charges and deductions.

Upon the written request of the Trustee, the Company will permit the Trustee, by its agents and attorneys, to examine, at any and all reasonable times, such of the books of account, records, reports and other papers of the Company and to take copies and extracts therefrom, as may be necessary to enable the Trustee to determine whether the Company has complied with the covenants contained in this Indenture. The Company will bear all expenses of any such examination by the Trustee or by such accountants, engineers, attorneys or other agents as the Trustee may from time to time designate.

Section 9.15. On or before May 1 of each year, beginning with the year 1964, the Company will deliver to the Trustee an officers' certificate, complying with Section 2.08, stating whether or not, to the best of the knowledge of the signers, the Company is in default in the performance of any covenant, agreement or condition contained herein, and if so, specifying each such default of which the signers may have knowledge.

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ARTICLE TEN.

Redemption and Purchase of Bonds.

Section 10.01. The Bonds of the 1983 Series shall be redeemable as provided in Section 4.02 and in this Article. The Bonds of any other series issued hereunder may be made subject to redemption prior to maturity at the option of the Company, at such times, in such amounts, at such prices and on such terms as may be determined by the Company at the time such series is created and as shall be specified in the Bonds of such series. In case there is outstanding any registered Bond of any series of a denomination larger than \$1,000, such Bond may be made subject to redemption in part only, in units of \$1,000 or any integral multiple thereof. Except as otherwise provided in any indenture supplemental hereto, with respect to Bonds of any particular series, the procedure for the redemption of Bonds of all series which are made redeemable prior to maturity shall be as hereinafter in this Article provided.

Section 10.02. Unless otherwise specified in the Bonds of any series which are subject to redemption prior to maturity, notice of redemption of such Bonds shall be given in the manner provided in Section 2.11, by publication in each city where the principal of or interest on any of the Bonds of such series is payable, or otherwise as may be permitted by said Section, unless waived as provided in said Section. Each notice of redemption shall state the date fixed for redemption and the principal amount of Bonds of each series to be redeemed, and shall specify, in case less than all of the Bonds of a series are to be redeemed, the distinctive numbers of the Bonds to be redeemed (which may be stated separately or in groups from one number to another, inclusive, except such as shall have been previously called for redemption or otherwise retired, or in groups ending in the same digit or series of digits), and in case any registered Bond without coupons is to be redeemed in part only, the distinctive number thereof and the principal amount thereof to be redeemed, and shall also state that the interest on the Bonds in such notice designated for redemption (or, in the case of any registered Bond without coupons which is to be redeemed in part only, the interest on the part to be redeemed) shall cease on each date fixed for redemption and that on said date there will become due and payable upon each of said Bonds the redemption price therein specified, and

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shall state the place or places where said Bonds shall be surrendered for payment of such redemption price and, to the extent applicable, shall state the effect of redemption pursuant to Article Sixteen. Each notice of redemption of Bonds for any sinking, improvement, renewal, maintenance, replacement fund or analogous fund, shall state that such redemption is for such fund, and each notice of redemption of Bonds through the application of any proceeds of any of the trust estate which under the provisions hereof or of any supplemental indenture are required to be applied solely to the redemption or purchase of Bonds, or by the application of which Bonds are being redeemed at a price lower than the then applicable regular redemption price at which the same are redeemable at the option of the Company, shall state that the redemption is through the application of such proceeds.

Section 10.03. In case the Company shall elect to redeem less than all the outstanding Bonds of any series, it shall, in each such instance, at least 10 days before the date upon which the first publication or the mailing of notice of redemption is required to be made (unless a shorter notice is accepted by the Trustee as sufficient), notify the Trustee in writing of such election and of the aggregate principal amount of Bonds of such series to be redeemed.

The selection of Bonds (or, in case of fully registered Bonds, of portions thereof) to be redeemed shall, in case less than all of the outstanding Bonds of any series are to be redeemed, be made by the Trustee either (a) in accordance with the provisions of any written instrument, satisfactory to the Trustee, duly executed by the registered owners of all the Bonds of such series if at the time of selection all of the outstanding Bonds of such series shall be either registered Bonds without coupons and/or coupon Bonds registered as to principal and shall all be registered in the name or names of one or more parties to said instrument and an executed counterpart of said instrument shall have been filed with the Trustee at or prior to the time of selection, or (b) if the provisions of the preceding Clause (a) shall not be applicable, by lot (either separately or in groups as contemplated by Section 10.02, or by both such methods) in any manner deemed by the Trustee to be proper. In case there are outstanding fully registered Bonds of a denomination greater than \$1,000, the Trustee may draw by lot the portions of such Bonds to be redeemed in such manner as it may determine. The Trustee shall promptly notify the Company in writing of

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BOSTON COUNTY (Seal)
REGISTRY OF DEEDS
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REGISTRY OF DEEDS
FRENCH MARKET

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the distinctive numbers of the Bonds which, or portions of which, have been selected for redemption, and the principal amount thereof to be redeemed in the case of fully registered Bonds of a denomination greater than \$1,000.

Section 10.04. Notice of redemption having been duly given as aforesaid, the Bonds (or a specified portion of registered Bonds without coupons) to be redeemed shall on the date designated in such notice become due and payable at the redemption price specified in such notice; and on and after the date so designated (unless the Company shall make default in making the deposit hereinafter in this Section required) interest on the Bonds so designated for redemption (or in the case of partial redemption of a registered Bond without coupons, on the portion thereof to be redeemed) shall cease to accrue, and upon surrender for payment of any Bond specified therein, together with all coupons thereto appertaining unexpired at the redemption date, such Bonds (or such specified portions) shall be paid by the Company at the redemption price aforesaid.

In the case of coupon Bonds such part of the redemption price as shall be represented by coupons matured prior to, or on, the date fixed for redemption shall continue to be payable (but without interest thereon) to the respective bearers of the coupons therefor, upon the presentation and surrender thereof.

In case any registered Bond without coupons shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the Company shall execute and the Trustee shall authenticate and shall deliver or cause to be delivered to or upon the written order of the registered owner of any such registered Bond, at the expense of the Company, a Bond or Bonds of the same series, and in either coupon or registered form (but only in authorized denominations) for the unredeemed portion of such registered Bond, or, at the option of the registered owner thereof, the Trustee shall make or cause to be made a notation thereon of the payment of the portion thereof so redeemed.

The Company shall deposit with the Trustee prior to each date designated for redemption moneys sufficient to enable the Trustee to pay the redemption price of all Bonds which the Company has elected to redeem on such date. The Company shall also deliver to the Trustee an officers' certificate and an opinion of counsel as to compliance with conditions precedent.

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Section 10.05. If at any time the Trustee holds any cash which by any of the provisions of this Indenture is required to be applied to the redemption and/or purchase of Bonds, or which the Company shall have directed the Trustee so to apply, the Company shall, upon request of the Trustee, forthwith take all action necessary on its part in connection with such purchase or to call the appropriate principal amount of Bonds for redemption, if so required, and to cause any notice of such redemption, if not waived as hereinabove provided, to be given as provided in this Article Ten, and if the Company shall fail or refuse, upon request of the Trustee, to take any such action, or to give or complete any such notice, then the Trustee is hereby irrevocably authorized and empowered, either in the name and on behalf of the Company or in its own name as Trustee, to take or cause to be taken any such action and to give or complete or cause to be given or completed any such notice, with like force and effect as if such action were taken or such notice were given by the Company. Any direction given by the Company to the Trustee pursuant to this Section shall be accompanied by an officers' certificate and an opinion of counsel as to compliance with conditions precedent.

Section 10.06. All Bonds redeemed pursuant to Section 10.04 and the appurtenant coupons, if any, shall (except as provided in said Section 10.04 with respect to Bonds on which a notation of partial payment is made) be cancelled by the Trustee, and shall, upon the written request of the Company, be delivered by the Trustee to the Company.

Section 10.07. All expenses incurred by the Trustee in connection with any purchase or redemption of Bonds issued hereunder shall be paid by the Company out of its general funds and the Company agrees to reimburse the Trustee on demand for funds disbursed by it for such purposes; or if required by the Trustee the funds necessary for such purposes shall be paid by the Company in anticipation of such disbursements by the Trustee.

ARTICLE ELEVEN.

Bondholders' Lists and Reports by the Company and the Trustee.

Section 11.01. The Company covenants and agrees that it will furnish or cause to be furnished to the Trustee, as to each series of Bonds, from time to time outstanding, not less than 45 nor more than

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60 days after each interest payment date on Bonds of such series and at such other times as the Trustee may request in writing, within 30 days after receipt of such request, a list, in such form as the Trustee may reasonably require, containing all information, in the possession or control of the Company or of its paying agents, as to the names and addresses of the holders of Bonds of such series, obtained since the date as of which the next previous list, if any, relating to Bonds of that series, was furnished. Any such list may be as of a date not more than 30 days prior to the time such information is furnished or caused to be furnished, and need not include information received after such date.

Section 11.02. A. The Trustee shall preserve, in as current a form as is reasonably practicable, all information as to the names and addresses of the holders of Bonds (1) contained in the most recent list furnished to it as provided in Section 11.01, (2) received by it in the capacity of paying agent hereunder, and (3) filed with it within two preceding years pursuant to the provisions of Clause (2) of Subsection C of Section 11.04. The Trustee may (i) destroy any list furnished to it as provided in Section 11.01 upon receipt of a new list so furnished; (ii) destroy any information received by it as paying agent upon delivering to itself as Trustee, not earlier than 45 days after an interest payment date of the Bonds, a list containing the names and addresses of the holders of Bonds obtained from such information since the delivery of the next previous list, if any; (iii) destroy any list delivered to itself as Trustee which was compiled from information received by it as paying agent upon the receipt of a new list so delivered; and (iv) destroy any information received by it pursuant to the provisions of Clause (2) of Subsection C of Section 11.04, but not until two years after such information has been filed with it.

B. In case three or more holders of Bonds (hereinafter in this Subsection referred to as applicants) apply in writing to the Trustee, and furnish to the Trustee reasonable proof that each such applicant has owned a Bond for a period of at least six months preceding the date of such application, and such application states that the applicants desire to communicate with other holders of Bonds with respect to their rights under this Indenture or under the Bonds, and is accompanied by a copy of the form of proxy or other communication which

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such applicants propose to transmit, then the Trustee shall, within five business days after the receipt of such application, at its election either

(1) afford to such applicants access to the information preserved at the time by the Trustee in accordance with the provisions of Subsection A of this Section; or

(2) inform such applicants as to the approximate number of holders of Bonds whose names and addresses appear in the most recent information preserved at the time by the Trustee, in accordance with the provisions of Subsection A of this Section, and as to the approximate cost mailing to such Bondholders the form of proxy or other communication, if any, specified in such application.

If the Trustee shall elect not to afford to such applicants access to such information, the Trustee shall, upon the written request of such applicants, mail to each Bondholder whose name and address appears in the information preserved at the time by the Trustee in accordance with the provisions of Subsection A of this Section, a copy of the form of proxy or other communication which is specified in such request, with reasonable promptness after a tender to the Trustee of the material to be mailed and of payment or provision for the payment of the reasonable expenses of mailing, unless within five days after such tender the Trustee shall mail to such applicants and file with the Securities and Exchange Commission, together with a copy of the material to be mailed, a written statement to the effect that, in the opinion of the Trustee, such mailing would be contrary to the best interests of the holders of Bonds, or would be in violation of applicable law. Such written statement shall specify the basis of such opinion. If said Commission, after opportunity for a hearing upon the objections specified in the written statement so filed, shall enter an order refusing to sustain any of such objections or if, after the entry of an order sustaining one or more of such objections, said Commission shall find, after notice and opportunity for a hearing, that all the objections so sustained have been met and shall enter an order so declaring, the Trustee shall mail copies of such material to all such Bondholders with reasonable promptness after the entry of such order and the renewal of such tender; otherwise the Trustee shall be relieved of any obligation or duty to such applicants respecting their application.

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C. As provided in the Trust Indenture Act of 1939, the disclosure of any such information as to the names and addresses of the holders of the Bonds in accordance with the provisions of Subsection B of this Section, regardless of the source from which such information was derived, shall not be deemed to be a violation of any law existing on the effective date of the Trust Indenture Act of 1939, or of any law thereafter enacted which does not specifically refer to Section 312 of said Act, and the Trustee shall not be accountable by reason of any such disclosure or the mailing of any material pursuant to a request made under Subsection B of this Section.

Section 11.03. The Company covenants and agrees:

(1) to file with the Trustee, within 15 days after the Company is required to file the same with the Securities and Exchange Commission, copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as said Commission may from time to time by rules and regulations prescribe) which the Company may be required to file with said Commission pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934; or, if the Company is not required to file information, documents or reports pursuant to either of such Sections, then to file with the Trustee and the Securities and Exchange Commission, in accordance with such rules and regulations as may be prescribed from time to time by said Commission under the Trust Indenture Act of 1939, such of the supplementary and periodic information, documents, and reports which may be required pursuant to Section 13 of the Securities Exchange Act of 1934 in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time by such rules and regulations;

(2) to file with the Trustee and the Securities and Exchange Commission, in accordance with the rules and regulations prescribed from time to time by said Commission, such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants contained in this Indenture as may be required from time to time by such rules and regulations;

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(3) to transmit to the holders of Bonds in the manner and to the extent provided in Subsection C of Section 11.04 with respect to reports pursuant to Subsection A of Section 11.04, such summaries of any information, documents and reports required to be filed by the Company pursuant to Clauses (1) and (2) of this Section as may be required by the rules and regulations prescribed from time to time by the Securities and Exchange Commission.

Section 11.04. A. The Trustee shall transmit, within 60 days after March 15, in each year beginning with the year 1954, to the Bondholders as hereinafter in this Section provided, a brief report dated as of such March 15 with respect to

(1) its eligibility and qualifications under Section 15.01 and 15.13 or in lieu thereof, if to the best of its knowledge the Trustee has continued to be eligible and qualified under such Sections, a written statement to such effect;

(2) the character and amount of any advances (and if the Trustee elects so to state, the circumstances surrounding the making thereof) made by the Trustee as such which remain unpaid on the date of such report, and for the reimbursement of which the Trustee claims or may claim a lien or charge prior to that of the Bonds on the trust estate or on property or funds held or collected by it as such, except that the Trustee shall not be required, (but may elect) to state such advances if such advances so remaining unpaid aggregate not more than 1/2 of 1% of the principal amount of the Bonds outstanding on the date of such report;

(3) the amount, interest rate and maturity date of all other indebtedness owing by the Company or any other obligor on the Bonds to the Trustee in its individual capacity on the date of such report, with a brief description of any property held as collateral security therefor, except an indebtedness based upon a creditor relationship arising in any manner described in Clause (2), (3), (4) or (6) of Subsection B of Section 15.14;

(4) the property and funds physically in the possession of the Trustee, as such, or of a depository for it, on the date of such report;

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(5) any release, or release and substitution, of property subject to the lien of this Indenture (and the consideration therefor, if any) which it has not previously reported; provided, however, that to the extent that the aggregate value as shown by the release papers of any or all of such released properties does not exceed an amount equal to 1% of the principal amount of Bonds then outstanding, the report need only indicate the number of such releases, the total value of property released as shown by the release papers, the aggregate amount of cash received and the aggregate value of property received in substitution therefor as shown by the release papers;

(6) any additional issue of Bonds which it has not previously reported; and

(7) any action taken by the Trustee in the performance of its duties under this Indenture which it has not previously reported and which in its opinion materially affect the Bonds or the trust estate, except action in respect of a default notice of which has been or is to be withheld by it in accordance with the provisions of Section 15.09.

B. The Trustee shall transmit to the Bondholders as hereinafter provided a brief report with respect to

(1) the release, or release and substitution, of property subject to the lien of this Indenture (and the consideration therefor, if any) unless the fair value of such property, as set forth in the certificate required by Section 7.03 or 7.04 is less than 10% of the principal amount of Bonds outstanding at the time of such release, or such release and substitution, such report to be so transmitted within 90 days after such time; and

(2) the character and amount of any advances (and if the Trustee elects so to state, the circumstances surrounding the making thereof) made by the Trustee, as such, since the date of the last report transmitted pursuant to the provisions of Subsection A of this Section (or if no such report has yet been so transmitted, since the date of execution of this Indenture), for the reimbursement of which the Trustee claims or may claim a lien or charge prior to that of the Bonds on the trust estate or on property or

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funds held or collected by it as such Trustee, and which it has not previously reported pursuant to this Clause, except that the Trustee shall not be required (but may elect) to report such advances if such advances remaining unpaid at any time aggregate not more than 10% of the principal amount of Bonds outstanding at such time, such report to be so transmitted within 90 days after such time.

C. Reports pursuant to this Section shall be transmitted by mail

(1) to all registered holders of Bonds, as the names and addresses of such holders appear upon the registry books of the Company;

(2) to such holders of Bonds as have, within two years preceding such transmission, filed their names and addresses with the Trustee for that purpose; and

(3) except in the case of reports pursuant to Subsection B of this Section, to each Bondholder whose name and address is preserved at the time by the Trustee, as provided in Subsection A of Section 11.02.

D. At the time of the transmission to the Bondholders of any report pursuant to this Section, a copy of such report shall be filed by the Trustee with each securities exchange upon which the Bonds are listed, and also with the Securities and Exchange Commission and with the Company. The Company covenants that it will give to the Trustee immediate written notice of any listing and/or delisting of the Bonds upon any stock exchange.

E. If a separate or co-trustee is appointed pursuant to Section 15.18, the provisions of this Section which have been made specifically applicable to the Trustee shall also apply to such separate or co-trustee to the extent consistent with the rights, powers, duties and obligations conferred or imposed upon such separate or co-trustee by the supplemental indenture appointing such separate or co-trustee. Any such separate or co-trustee may, if he so elects, furnish to the Trustee all information concerning such separate or co-trustee which such separate or co-trustee is required to report, and the Trustee shall transmit and file such information, in accordance with the provisions of this Sec.

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tion on behalf of such separate or co-trustee; provided, however, that the Trustee shall not be responsible for the accuracy or completeness of any such information or for the failure of any such separate or co-trustee to report or to furnish any such information. In the event that any such separate or co-trustee shall elect to furnish information to the Trustee in accordance with the provisions of this Subsection, the information required pursuant to Subsection A of this Section shall be furnished to the Trustee in writing not less than 15 days before the report is required to be made and, in the case of information required pursuant to Subsection B of this Section, such information shall be furnished to the Trustee in writing within 60 days after the taking by any such separate or co-trustee of any action required to be reported.

ARTICLE TWELVE.

Remedies on Default.

Section 12.01. The following events are hereby defined for all purposes of this Indenture (except where the term is otherwise defined for specific purposes) as "defaults", namely:

- (a) failure to pay the principal of, or premium (if any) on, any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, upon proceedings for redemption, by declaration or otherwise;
- (b) failure to pay interest on any Bond for a period of 30 days after such interest shall have become due and payable;
- (c) failure to discharge or satisfy any sinking, improvement, maintenance, or renewal and replacement fund obligation for a period of 90 days after such obligation shall have become due;
- (d) failure to perform or observe any other of the covenants, agreements or conditions on the part of the Company in this Indenture or in any of the Bonds contained, and the continuance of such failure for a period of 90 days after written notice thereof to the Company by the Trustee or to the Company and to the Trustee by the holders of not less than 15% in principal amount of the Bonds outstanding;
- (e) either (1) the entry of an order approving a petition seeking reorganization of the Company upon the basis of insolvency

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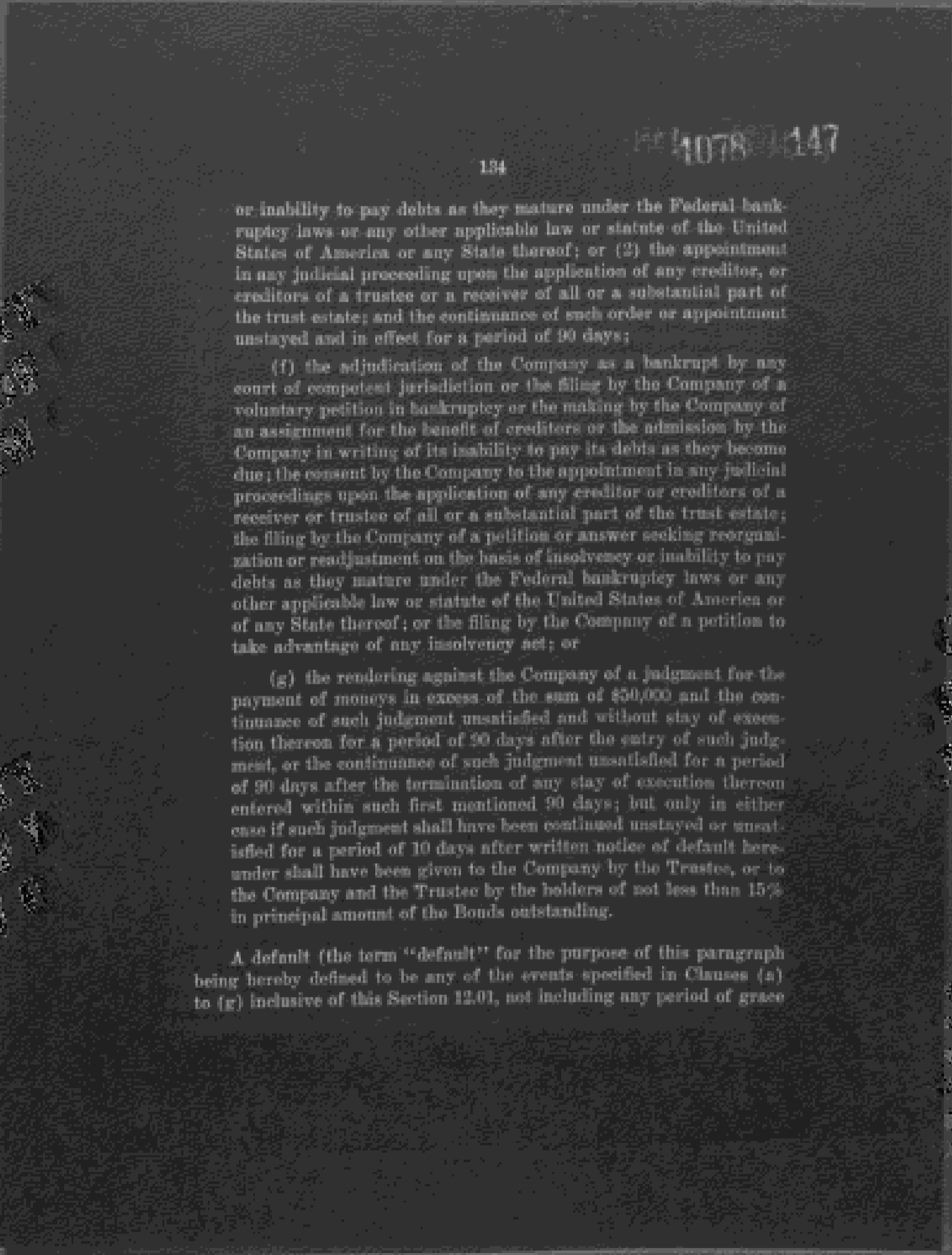
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or inability to pay debts as they mature under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any State thereof; or (2) the appointment in any judicial proceeding upon the application of any creditor, or creditors of a trustee or a receiver of all or a substantial part of the trust estate; and the continuance of such order or appointment unstayed and in effect for a period of 90 days;

(f) the adjudication of the Company as a bankrupt by any court of competent jurisdiction or the filing by the Company of a voluntary petition in bankruptcy or the making by the Company of an assignment for the benefit of creditors or the admission by the Company in writing of its inability to pay its debts as they become due; the consent by the Company to the appointment in any judicial proceedings upon the application of any creditor or creditors of a receiver or trustee of all or a substantial part of the trust estate; the filing by the Company of a petition or answer seeking reorganization or readjustment on the basis of insolvency or inability to pay debts as they mature under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or of any State thereof; or the filing by the Company of a petition to take advantage of any insolvency act; or

(g) the rendering against the Company of a judgment for the payment of moneys in excess of the sum of \$50,000 and the continuance of such judgment unsatisfied and without stay of execution thereon for a period of 90 days after the entry of such judgment, or the continuance of such judgment unsatisfied for a period of 90 days after the termination of any stay of execution thereon entered within such first mentioned 90 days; but only in either case if such judgment shall have been continued unstayed or unsatisfied for a period of 10 days after written notice of default hereunder shall have been given to the Company by the Trustee, or to the Company and the Trustee by the holders of not less than 15% in principal amount of the Bonds outstanding.

A default (the term "default" for the purpose of this paragraph being hereby defined to be any of the events specified in Clauses (a) to (g) inclusive of this Section 12.01, not including any period of grace

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provided in said Clauses and irrespective of the giving of the notice provided in Clauses (d) and (g) of this Section 12.01 shall be deemed for all purposes of this Indenture to have been cured and made good and no longer to exist when the act or omission or other event giving rise to such default shall have been remedied or terminated whether before or after the expiration of any grace period or the giving of any notice. The failure of the Company to satisfy any requirement hereof that an act or event shall occur at a particular time relative to any other act or event may nevertheless be deemed to be remedied if and so long as in the opinion of the Board of Directors, the executive committee or a trust committee of directors and/or responsible officers of the Trustee such failure is not in derogation of the interests of the Bondholders. Any proceeding instituted by the Trustee based on a default may in the discretion of the Trustee continue notwithstanding the curing thereof except as otherwise provided in Section 12.02. If a default is waived as provided in Section 12.23, such default shall be deemed to have been cured.

In case one or more of such defaults exist and so long as it shall continue to exist, then, in each and every case, unless the principal of all the Bonds shall have already become due and payable, either the Trustee (by notice in writing to the Company) or the holders of not less than 25% in principal amount of the Bonds outstanding (by notice in writing to the Company and the Trustee) may declare the principal of all the Bonds then outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable, anything in this Indenture or in any of the Bonds contained to the contrary notwithstanding.

This provision, however, is subject to the condition that, if at any time after the principal of all the Bonds shall have been so declared due and payable, and before any sale of all or any substantial part of the trust estate shall have been made, all arrears of interest upon all the Bonds, with interest, so far as the same may be legally enforceable, on overdue instalments of interest at the same rates, respectively, borne by the Bonds the interest on which shall be in default, together with the reasonable charges and expenses of the Trustee, its agents

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and attorneys, and all other sums which may have become due and payable by the Company under this Indenture, other than the principal of such Bonds as shall not have become due and payable by their terms (other than upon such declaration) or upon call for redemption, shall either be paid by the Company to those entitled thereto (or to the Trustee for their account) or be collected out of the income from or earnings of the trust estate, and all other defaults known to the Trustee under the Bonds or under this Indenture shall be made good or be cured to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall be made therefor, or shall have been waived as in Section 12.23 provided, then and in every such case the holders of not less than a majority in principal amount of the Bonds then outstanding, by written notice to the Company and to the Trustee, before any sale or all or any part of the trust estate pursuant to the provisions of this Article, may annul any such declaration and its consequences.

Section 12.02. In case one or more of the defaults enumerated in Section 12.01 shall exist, then and in each and every such case the Trustee, personally or by its attorneys or agents, is hereby authorized and empowered, whether or not the principal of the Bonds shall have matured or been declared due, to exercise any one or more of the following remedies, and to do or cause to be done any or all of the following acts and things, namely:

- (1) The Trustee, by its agents or attorneys, may (provided such action shall at the time be permitted by law) enter into and upon and take possession of any or all of the trust estate and each and every part thereof, and may exclude the Company, its successors or assigns, its or their agents, servants and employees wholly therefrom, and have, hold, use, operate, manage and control the same and each and every part thereof and, in the name of the Company or otherwise as the Trustee shall deem best, conduct the business thereof and exercise the franchises pertaining thereto and all the rights and powers of the Company, including the rights, powers and remedies specifically conferred upon the Trustee by Article Six hereof, and use all of the then existing property and assets of the Company for that purpose, and at the expense of the trust estate from time to time, insure and keep insured the prop-

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erties, plants, equipment and apparatus provided or required for use in connection with such business thereof and make all such necessary or proper repairs, renewals and replacements, and all such useful alterations, additions, betterments and improvements as to the Trustee may seem judicious, and collect and receive all tolls, earnings, income, rents, issues, profits and revenues of the same and of every part thereof, and after deducting therefrom the expenses of operation and all expenses incurred hereunder, and all payments which may be made for taxes, assessments and other liens prior hereto and charges upon the trust estate or any part thereof, as well as just and reasonable compensation for its own services and for the services of its attorneys, agents and assistants, the Trustee shall apply the rest and residue of such moneys received by it, as follows:

(a) In case the principal of none of the Bonds shall have become due, to the payment of the interest in default, in the order of the maturity of the instalments of such interest, with interest, so far as the same may be legally enforceable, on the overdue instalments thereof at the same rates, respectively, as were borne by the Bonds on which such interest shall be in default, such payments to be made ratably to the parties entitled thereto without discrimination or preference, subject, however, to the provisions of Section 12.28.

(b) In case the principal of any, but not all, of the Bonds shall have become due, first to the payment of the interest in default, in the order of the maturity of the instalment thereof, with interest, so far as the same may be legally enforceable, on the overdue instalments thereof at the same rates, respectively, as were borne by the Bonds on which such interest shall be in default, and next to the payment of the principal and premium, if any, of all Bonds then due, with interest on the overdue principal and premium, if any, at the rates specified in the respective Bonds, such payments to be made ratably to the parties entitled thereto without discrimination or preference, subject, however, to the provisions of Section 12.28.

(c) In case the principal of all of the Bonds shall have become due, by declaration or otherwise, then as provided in Paragraph Sixteen of Section 12.11.

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In case all payments provided for in Clauses (a) and (b) above and any other payments required by any provision of this Indenture shall have been made in full, and no sale shall have been made as hereinafter provided, and all other defaults shall have been made good, the Trustee shall surrender possession of the trust estate (other than cash and/or property required to be held by the Trustee hereunder) to the Company or whosoever shall be entitled thereto, and in such case this Indenture shall continue in full force and effect until discharged as herein provided as if no default had occurred.

(2) The Trustee may, with or without entry, collect or enforce the collection of all dividends and interest payable in respect of any stocks, bonds, notes or other evidences of indebtedness which may at the time be held in pledge hereunder, and/or may exercise in its discretion any or all of the voting powers represented by any such pledged securities, if any. Any sums so collected or received by the Trustee shall be held and applied by the Trustee in like manner as is provided in the foregoing Subdivision (1) of this Section in respect to tolls, earnings, income, rents, issues, profits and revenues collected or received by the Trustee from or on account of the trust estate.

(3) The Trustee may (if such action shall at the time be permitted by law), with or without entry, sell, subject to the prior liens, if any, then existing thereon, or free from such of said liens as the Trustee in its discretion may elect to discharge, the trust estate and all the right, title, interest, claim and demand of the Company therein and thereto, and the right of redemption thereof, to the highest and best bidder, at public auction, at such times and places and upon such conditions as to upset or reserve bids or prices and as to terms of payment and other terms of sale as the Trustee may fix, or as may be required by law, including power and authority to the Trustee to rescind or vary any contract of sale that may be entered into and to resell under the powers herein conferred.

(4) The Trustee may proceed to protect and enforce its rights and the rights of the Bondholders under this Indenture by a suit or suits in equity or at law, whether for the specific performance of any

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covenant or agreement contained in this Indenture, or in aid of the execution of any power granted in this Indenture, or for the foreclosure of this Indenture, or for the enforcement of any other appropriate legal or equitable remedy as the Trustee being advised by counsel shall, subject to the provisions of Section 15.02 and 15.03, deem most effectual to protect and enforce any of the rights aforesaid.

Section 12.03. In case the Trustee shall proceed by suit or suits at law or in equity, after a default, it shall be entitled to have the trust estate sold by judicial sale or sales under the orders, judgments or decrees of a court or courts of competent jurisdiction, or under execution or other legal process, for or toward the satisfaction of the principal and interest then due or owing on the Bonds then outstanding, and for the enforcement of the rights, liens and benefits of the Trustee and the Bondholders, and shall be entitled, pending any such suit or proceedings, as a matter of right, to the appointment of a receiver of the trust estate and of the rents, earnings, revenues, issues, profits and income thereof, with such powers as the court making such appointment may confer; but, notwithstanding the appointment of any receiver, the Trustee shall be entitled as pledgee to the possession and control of any cash or securities at the time deposited or pledged with, or required by the provisions hereof to be deposited and pledged with, the Trustee.

Section 12.04. In the event of any sale under this Article, whether made under the power of sale herein granted or by virtue of judicial proceedings, the whole of the trust estate shall be sold in one parcel and as an entirety, unless such sale as an entirety, in the judgment of the Trustee, shall not be practicable or desirable in the interest of the Bondholders, or unless the holders of not less than a majority in principal amount of the Bonds at the time outstanding shall in writing request the Trustee to cause the trust estate to be sold in parcels, or the court entering the decree of sale shall so direct, in which case the sale shall be made in such parcels and in such order as in the former case the Trustee shall determine and in the latter case as may be specified in such request or decree, but, if not so specified, as the Trustee shall determine. The Company, for itself, its successors and

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assigns, and for all persons and corporations hereafter claiming through or under it or them or who may at any time hereafter become holders of liens junior to the lien of this Indenture, hereby expressly waives and releases all right to have the trust estate or any part thereof marshalled upon any foreclosure, sale or other enforcement hereof; and the Trustee or any court in which the foreclosure of this Indenture or the administration of the trusts hereby created is sought shall have the right as aforesaid to sell the entire trust estate as a whole in a single parcel, unless otherwise required by law.

Section 12.05. Notice of any sale pursuant to any provision of this Article shall state the time and place when and where the same is to be made, shall contain a brief general description of the property to be sold and shall briefly state the terms of the sale, and shall be sufficiently given (unless otherwise required by law) if published in the manner provided in Section 2.11 once each week for four successive calendar weeks prior to such sale in the City of Boston, Massachusetts.

Section 12.06. The Trustee may adjourn from time to time any sale to be made by it under the provisions of this Indenture by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and, without further notice or publication (unless otherwise required by law), it may make such sale at the time and place to which the same may be adjourned.

Section 12.07. The receipt or receipts of the Trustee or of the court officer conducting any such sale for the purchase money paid at or under any such sale shall be a sufficient discharge therefor to any purchaser of the property or any part thereof sold as aforesaid; and no such purchaser, or his representatives, grantees, or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this Indenture, or in any manner whatsoever be answerable for any loss, misapplication or non-application of any such purchase money or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

Section 12.08. Upon any sale, as aforesaid, any purchaser, for the purpose of making settlement or payment for the property par-

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chased, shall be entitled to use and apply any Bonds then outstanding, and any matured and unpaid interest coupons appertaining thereto or claims for interest thereon, by presenting the same so that there may be credited, as paid thereon, the sums payable out of the net proceeds of such sale to the holder of such Bonds and coupons or claims as his ratable share of such net proceeds after allowing for the proportion of the total purchase price required to be paid in cash for the cost and expenses of the sale, compensation and other charges; and thereupon such purchaser shall be credited on account of such purchase price payable by him with the portion of such net proceeds that shall be applicable to the payment of, and that shall have been credited upon, the Bonds and coupons and claims so presented; and at any such sale any Bondholder or Bondholders may bid for and purchase such property, and make payment on account thereof as aforesaid, and, upon compliance with the terms of sale, may hold, retain and dispose of such property without further accountability therefor. The provisions of this Section are subject to the provisions of Section 12.28.

Section 12.09. Upon the completion of any sale or sales under or by virtue of this Indenture, the Trustee shall execute and deliver to the purchaser a good and sufficient deed or other instruments conveying, assigning and transferring the property sold. The Trustee is hereby irrevocably appointed the true and lawful attorney of the Company, in its name and stead, to make all necessary conveyances, assignments and transfers of property thus sold; and for that purpose may execute all necessary deeds and instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, the Company hereby ratifying and confirming all that its said attorney, or such substitute or substitutes, shall lawfully do by virtue hereof. Nevertheless, the Company, if so requested by the Trustee, shall ratify and confirm any such sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or in the judgment of the Trustee proper for the purpose and as may be designated in such request.

Section 12.10. Any such sale or sales, whether made under the power of sale herein granted or pursuant to judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Company in and to the premises sold,

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and shall be a perpetual bar both at law and in equity against the Company, its successors and assigns, and against all and any persons now or hereafter claiming the premises sold or any part thereof from, through or under the Company or its successors or assigns.

Section 12.11. The purchase money, proceeds and avails of any sale, whether made under the power of sale herein granted or pursuant to judicial proceedings, together with any other sums which then may be held by the Trustee under any provision of this Indenture as part of the trust estate or the proceeds thereof, shall be applied in the following order:

First. To the payment of the costs and expenses of such sale and reasonable compensation of the Trustee, its agents, attorneys and counsel, and of all necessary or proper expenses, liabilities and advances made or incurred by the Trustee, without negligence or bad faith, under this Indenture or in executing any power or trust hereunder, and to the payment of all taxes, assessments or liens superior to the lien of this Indenture, except any taxes, assessments or other superior liens subject to which such sale shall have been made;

Second. To the payment of the whole amount then owing and unpaid upon the Bonds then outstanding for principal, premium, if any, and interest, with interest, so far as the same may be legally enforceable, on overdue principal, premium, if any, and overdue instalments of interest at the same rates, respectively, as were borne by the respective Bonds, and, in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the Bonds, then to the payment of, such principal, premium and interest, without preference or priority of one over the other, or of any instalment of interest over any other instalment of interest, or of the Bonds of any series over the Bonds of any other series, ratably to the aggregate of each principal, premium, if any, and unpaid interest, subject, however, to the provisions of Section 12.28. Such payments shall be made on the date fixed therefor by the Trustee upon presentation of the several Bonds and coupons and stamping such payment thereof, if partly paid, and upon surrender and cancellation thereof, if fully paid; and

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Trust: To the payment of the surplus, if any, to the Company, its successors or assigns, or to whosoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

Section 12.12. In case of any sale of the trust estate or any part thereof under this Article, whether made under the power of sale herein granted or pursuant to judicial proceedings, the principal of all the Bonds, if not previously due, together with all accrued and unpaid interest thereon, immediately thereupon shall become due and payable, anything in the Bonds or in this Indenture contained to the contrary notwithstanding.

Section 12.13. The Company covenants that in case it shall fail to pay any interest on any Bond or Bonds at any time outstanding, and/or to pay the principal of or premium, if any, on any such Bonds when the same shall have become payable, whether at the maturity of said Bonds or otherwise as herein provided, then the Company will pay to the Trustee at its office, for the benefit of the holders of the Bonds and coupons then outstanding, the whole amount then due and payable on all such Bonds and coupons then outstanding, for interest, principal and premium, if any, with interest upon the overdue principal and premium, if any, and overdue instalments of interest, so far as the same may be legally enforceable at the same rates, respectively, as were borne by the respective Bonds; and, in case the Company shall fail to pay the same forthwith, the Trustee shall be entitled in its own name and as trustee of an express trust to recover judgment against the Company or any other obligor upon the Bonds for the whole amount so due and unpaid.

The Trustee shall be entitled in its own name and as trustee of an express trust, or as attorney in fact for the bearers or registered owners of the Bonds and coupons, to file such proofs of debt, amendments to proofs of debt, petitions or other documents as may be necessary in order to have the claims of the bearers or registered owners of the Bonds and/or coupons allowed in any equity receivership, insolvency, liquidation, readjustment, reorganization, bankruptcy or other similar proceedings involving the Company or any other obligor upon the Bonds or the property or the creditors of the Company or of any such obligor. The Trustee is hereby appointed, and the succes-

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sive respective bearers or registered owners of the Bonds and/or coupons issued hereunder, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee the true and lawful attorney in fact of the respective bearers and registered owners of the Bonds and coupons issued hereunder, with authority to make and file, in any such proceeding, either in the respective names of the bearers and registered owners of the Bonds and/or coupons or in behalf of all bearers and registered owners of the Bonds and/or coupons as a class (subject to deduction from any such claim of the amounts of any claims filed by any holders of the Bonds and/or coupons themselves), any proof of debt, amendment to proof of debt, petition or other document; to receive payment of any sums becoming distributable on account thereof; and to execute any other papers and documents and to do and perform any and all such acts and things as may be necessary or advisable, in the opinion of the Trustee, in order to have the respective claims of the bearers and registered owners of the Bonds and/or coupons against the Company or any other obligor upon the Bonds allowed in any such proceeding. The Trustee shall have full power of substitution and delegation in respect of any such powers.

Nothing herein shall be deemed, however, to give power to the Trustee to vote the claims of the holders of the Bonds or coupons in any such proceeding, or to accept or consent or reject to any plan or reorganization, readjustment, arrangement, or composition or other like plan, or by other action of any character in any such proceeding to waive or change any right of any holder of the Bonds or coupons.

The Trustee shall be entitled to recover judgment or make or file proof of debt as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture and the right of the Trustee to recover such judgment or make such proof of debt shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture or the foreclosure of the lien hereof. In the case of a sale of the trust estate, and of the application of the proceeds of sale to the payment of the indebtedness hereby secured, the Trustee in its own name and as trustee of an express trust shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon any and all of the Bonds and coupons then outstanding, for the benefit of the holders thereof, and shall be entitled to recover judgment or make or file proof of debt for any portion of the

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indebtedness remaining unpaid, with interest, as aforesaid. No recovery of any such judgment by the Trustee, nor any attachment or levy of execution under any such judgment upon the trust estate or any part thereof, or upon any other property, nor any such proof of debt, shall in any manner or to any extent affect the lien of this Indenture upon the trust estate or any part thereof, or any lien, rights, powers, or remedies of the Trustee, or of the holders of the Bonds, but such lien, rights, power and remedies shall continue unimpaired as before.

Any moneys collected by the Trustee under this Section shall be applied in the following order:

First. To the payment of the costs and expenses of the proceedings resulting in the collection of such moneys, the reasonable compensation of the Trustee, its agents, attorneys and counsel, and of all necessary or proper expenses, liabilities and advances made or incurred by the Trustee, without negligence or bad faith, under this Indenture or in executing any trust or power hereunder; and

Second. To the payment of the amounts then due and unpaid upon the Bonds and for interest in respect whereof such moneys shall have been collected, ratably and without any preference or priority of any kind (subject to the provisions of Section 12.28), according to the amounts due and payable upon such Bonds and for interest, respectively, to the date fixed by the Trustee for the distribution of such moneys, upon presentation of the several Bonds and coupons, if any, and stamping such payment thereon, if partly paid, and upon surrender and cancellation thereof, if fully paid.

Section 12.14. The Trustee may, and when requested by the holders of not less than a majority in principal amount of the Bonds then outstanding and when reasonably indemnified against any expenditures in connection therewith, shall have power to, participate in or institute and maintain such suits and proceedings as the Trustee, being advised by counsel, shall deem necessary or expedient to prevent any impairment of the security hereunder by any acts of the Company, or of others, which are unlawful, or as the Trustee, being advised by counsel, shall deem necessary or expedient to preserve or protect its interests and the interests of the Bondholders in respect of the trust

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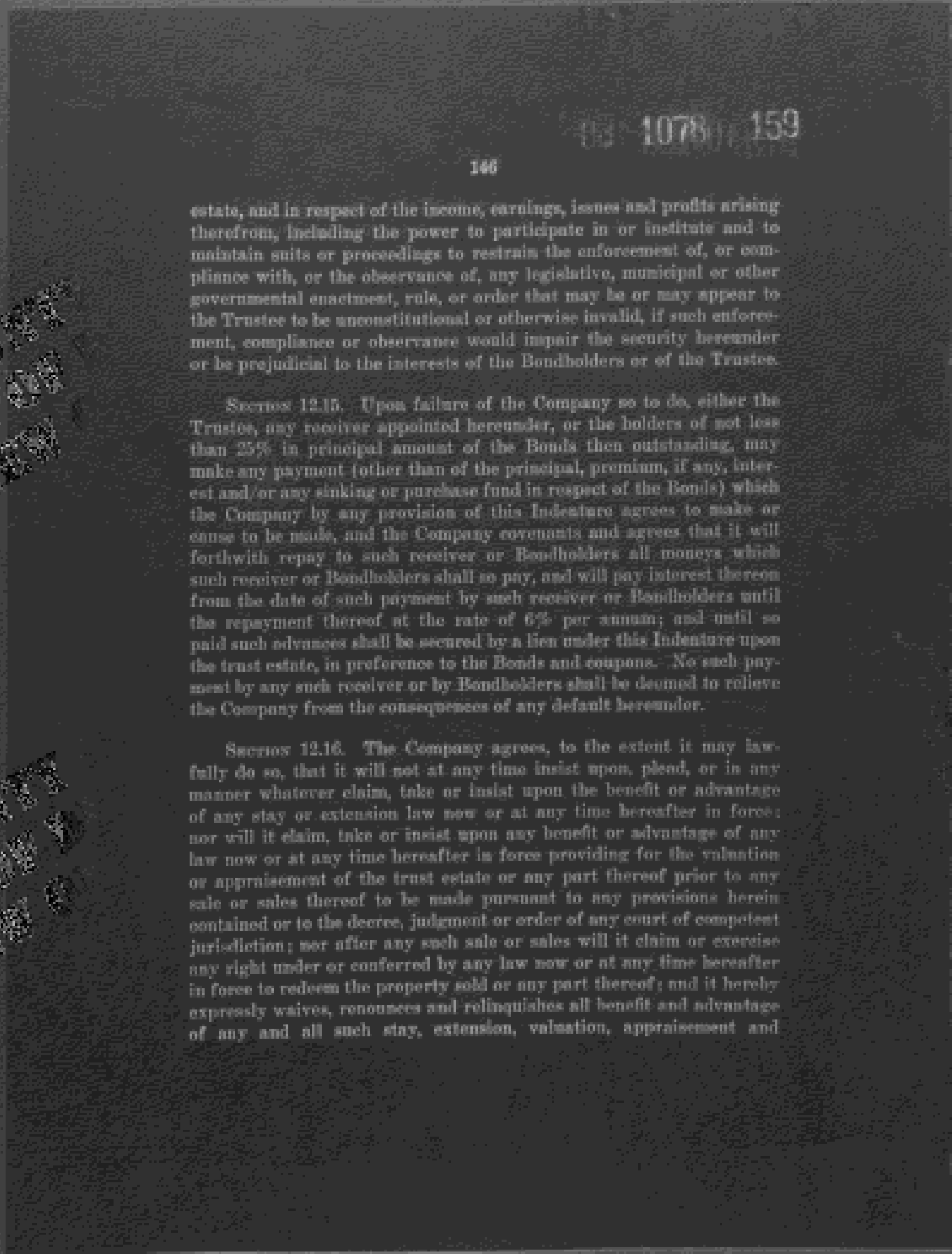
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estate, and in respect of the income, earnings, issues and profits arising therefrom, including the power to participate in or institute and to maintain suits or proceedings to restrain the enforcement of, or compliance with, or the observance of, any legislative, municipal or other governmental enactment, rule, or order that may be or may appear to the Trustee to be unconstitutional or otherwise invalid, if such enforcement, compliance or observance would impair the security hereunder or be prejudicial to the interests of the Bondholders or of the Trustee.

Section 12.15. Upon failure of the Company so to do, either the Trustee, any receiver appointed hereunder, or the holders of not less than 25% in principal amount of the Bonds then outstanding, may make any payment (other than of the principal, premium, if any, interest and/or any sinking or purchase fund in respect of the Bonds) which the Company by any provision of this Indenture agrees to make or cause to be made, and the Company covenants and agrees that it will forthwith repay to such receiver or Bondholders all moneys which such receiver or Bondholders shall so pay, and will pay interest thereon from the date of such payment by such receiver or Bondholders until the repayment thereof at the rate of 6% per annum; and until so paid such advances shall be secured by a lien under this Indenture upon the trust estate, in preference to the Bonds and coupons. No such payment by any such receiver or by Bondholders shall be deemed to relieve the Company from the consequences of any default hereunder.

Section 12.16. The Company agrees, to the extent it may lawfully do so, that it will not at any time insist upon, plead, or in any manner whatever claim, take or insist upon the benefit or advantage of any stay or extension law now or at any time hereafter in force; nor will it claim, take or insist upon any benefit or advantage of any law now or at any time hereafter in force providing for the valuation or appraisement of the trust estate or any part thereof prior to any sale or sales thereof to be made pursuant to any provisions herein contained or to the decree, judgment or order of any court of competent jurisdiction; nor after any such sale or sales will it claim or exercise any right under or conferred by any law now or at any time hereafter in force to redeem the property sold or any part thereof; and it hereby expressly waives, renounces and relinquishes all benefit and advantage of any and all such stay, extension, valuation, appraisement and

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redemption law or laws; and it hereby covenants that it will not hinder, delay or impede the execution of any power herein granted or delegated to the Trustee but that it will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

Section 12.17. The Company, for itself, its successors and assigns, hereby expressly covenants to and with the Trustee that, at and immediately upon the commencement of any action, suit or other legal proceeding by the Trustee, pursuant to the provisions hereof, (1) to obtain possession of the trust estate, or any part thereof, the Company, its successors and assigns, shall and will, severally, waiving the issuance and service of process, enter its or their voluntary appearance in such action, suit or proceeding, and consent to the entry of a judgment for the recovery and possession of the trust estate and every part thereof; (2) for the foreclosure of the lien of this Indenture, the Company, its successors and assigns, shall and will, severally, waiving the issuance and service of process, enter its or their voluntary appearance in such action, suit or proceeding and consent to the appointment of a receiver of the trust estate and the tolls, income and revenues thereof for the sole benefit of the holders of the Bonds; and (3) to obtain judgment for the principal of, premium, if any, or interest on any of the Bonds or for both, or to obtain a judgment or decree of any other nature in aid of the enforcement of the Bonds or coupons or any of them, or of this Indenture, the Company, its successors and assigns, shall and will, severally, waiving the issuance and service of process, enter its or their voluntary appearance in such action, suit or proceeding and consent to the entry of a judgment for such principal and/or interest, with interest on overdue principal and instalments of interest, and for the lawful costs and expenses and compensation of the Trustee and its agents and attorneys, and for such other relief as the Trustee may be entitled to under the provisions hereof.

Section 12.18. The personal property and chattels hereby mortgaged, pledged and transferred, or intended so to be, whether now held or hereafter acquired, shall be deemed real estate for all the purposes of this Indenture and shall be held and taken to be fixtures and appurtenances of the Company's real estate and, in case of a foreclosure sale of the property hereunder whether by legal process, judicial sale or under the powers hereof or otherwise, the same may be sold therewith

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and in the same manner and not separate therefrom, except as herein otherwise provided.

Section 12.19. Upon application of the Trustee and with the consent of the Company, if none of the defaults enumerated in Section 12.01 shall exist, and without such consent if one or more of such defaults shall exist, a receiver may be appointed to take possession of, and to operate, maintain and manage the trust estate or any part thereof, and the Company shall transfer and deliver to such receiver possession of the trust estate, wheresoever the same may be situated; but, notwithstanding the appointment of any receiver, the Trustee shall be entitled as pledgee to the possession and control of any cash and/or securities at the time held by, or payable or deliverable under the provisions of this Indenture to, the Trustee. In every case, when a receiver of the whole or any part of the trust estate shall be appointed under this Section or otherwise, the net income and profits of the trust estate shall be paid over to, and shall be received by, the Trustee for the benefit of the holders of the Bonds.

Section 12.20. The holders of not less than a majority in aggregate principal amount of the Bonds then outstanding shall, if they so elect and manifest such election by an instrument or concurrent instruments in writing executed and delivered to the Trustee, have the right (1) in the event of default, to require the Trustee to proceed to enforce the lien of this Indenture, either by suit or suits at law or in equity for the enforcement of the payment of the Bonds then outstanding hereunder and for the foreclosure of this Indenture and for the sale of the trust estate under the judgment or decree of a court of competent jurisdiction, or at the election of the Trustee by exercise of its powers with respect to entry or sale, and (2) to direct and control the time, method and place of conducting any and all proceedings for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; provided, however, that no such direction shall require the Trustee without its consent to enter into or take possession of any tangible part of the trust estate, or to transfer into its name any securities pledged hereunder, and that any such direction shall not be otherwise than in accordance with the provisions of law and this Indenture, and the Trustee shall not be responsible to anyone for any action taken or omitted by it in

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good faith pursuant to any such direction; and, *provided further*, that subject to the provisions of Sections 15.02 and 15.03, the Trustee shall have the right to decline to follow any such direction if it shall be advised by counsel that the action or proceeding so directed may not be lawfully taken or if the Trustee in good faith shall by responsible officers determine that the action or proceeding so directed would involve it in personal liability or be unjustifiably prejudicial to the non-assenting Bondholders, or that it will not be sufficiently indemnified for any expenditures in such action or proceeding.

Section 12.21. No holder of any Bond or coupon issued hereunder shall have the right to institute any suit, action or proceeding in equity or at law for the foreclosure of this Indenture, or for the execution of any trust or power hereof, or for the appointment of a receiver, or for the enforcement of any other remedy under or upon this Indenture, unless

(1) such holder shall have previously given to the Trustee written notice of some existing default, as hereinbefore provided;

(2) the holders of not less than 25% in principal amount of the Bonds at the time outstanding shall, after the right to exercise such powers, or right of action, as the case may be, shall have accrued, have requested the Trustee in writing to act;

(3) such holder or holders shall have offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, without negligence or bad faith; and

(4) the Trustee shall have refused or neglected to comply with such request for a period of 60 days.

Nothing in this Indenture shall impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and premium, if any, and interest on each of the Bonds to the respective holders thereof at the time and place in said Bonds and the appurtenant coupons expressed, or without the consent of any Bondholder shall impair the right of such holder, which is also absolute and unconditional, to receive payment of the principal of and premium, if any, and interest on such Bond on or after the respective due dates thereof as therein

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expressed, or to institute suit for the enforcement of any such payment on or after such respective dates, except that no such holder shall have any right to institute such suit, if and to the extent that the institution or prosecution thereof or the entry of judgment therein would, under applicable law, result in the surrender, impairment, waiver or loss of the lien of this Indenture upon any property subject to such lien, and no Bondholder may, by virtue of this paragraph, institute any action for the foreclosure of this Indenture or to enforce any other right given by this Indenture to the Trustee for the protection of the holders of the Bonds and the Trustee.

Section 12.22. The Company, by a resolution of the Board filed with the Trustee, may waive any period of grace provided for in this Article.

Section 12.23. The holders of 66 2/3% or more in principal amount of the Bonds then outstanding (including, if more than one series of Bonds be at the time outstanding, not less than 66 2/3% in principal amount of the Bonds at the time outstanding of each such series) may, by written instrument or instruments, delivered to the Trustee and to the Company, waive any past default hereunder and its consequences, except a default in the payment of the principal of, premium, if any, or interest on any of the Bonds as and when the same shall become due by the terms of such Bonds and upon such waiver such default or event of default shall be deemed not to exist for any purpose of this Indenture.

Section 12.24. No delay or omission of the Trustee or of any holder of Bonds to exercise any right or power arising from any default shall impair any such right or power or shall be construed as a waiver of such default or an acquiescence therein, nor shall any waiver of any default affect or impair the rights of the Trustee or of such holders in respect of any subsequent default on the part of the Company or impair any right resulting therefrom; and every right, power and remedy given by this Article to the Trustee or to the Bondholders, respectively, may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the Bondholders, respectively.

Section 12.25. In case the Trustee shall have proceeded to enforce any right, power or remedy under this Indenture, by foreclosure or

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otherwise, and such proceedings shall have been discontinued or abandoned because of any waiver as in this Article provided or for any other reason, or shall have been determined adversely to the Trustee, then and in each and every such case the Company and the Trustee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Trustee shall continue as though no such proceedings had been taken.

Section 12.26. Unless herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustee or the holders of the Bonds is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute; and the employment of any remedy hereunder or otherwise shall not prevent the concurrent employment of any other appropriate remedy or remedies.

Section 12.27. All rights of action under this Indenture may be enforced by the Trustee, to the extent permitted by the provisions hereof, without the possession of any of the Bonds or any of the coupons appertaining thereto or the production thereof on the trial or other proceedings relative thereto.

Section 12.28. No coupon appertaining to any Bond which in any way before, at or after maturity shall have been transferred or pledged separate and apart from the Bond to which it relates shall, unless accompanied by such Bond, be entitled in case of a default hereunder to any benefit of or from this Indenture, except after the prior payment in full of the principal of all Bonds issued hereunder and of all coupons not so transferred or pledged. No purchase or sale of coupons nor any advance or loan thereon by or on behalf of or at the request of or with the privity of the Company, and no redemption of coupons or any of them by any guarantor of the payment of same, shall be taken or shall operate as keeping such coupons alive or in force as a lien upon the trust estate or under this Indenture as against the holders of the Bonds or of the remaining coupons. In case the time for the payment of any coupon issued hereunder shall be extended or in case any such coupons shall be funded, whether or not such extension be by or with the consent of the Company, such coupon so extended or funded

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shall not be entitled in case of default hereunder to the lien, benefit or security of this Indenture, except after the prior payment in full of the principal of all Bonds then outstanding and of all coupons which shall not have been funded, or the time for the payment of which shall not have been extended; provided, however, that this Section shall not apply in any case where an extension shall be pursuant to a plan proposed by the Company to the holders of all of the Bonds then outstanding. The provisions of this Section shall apply with like force and effect to interest and claims for interest on registered Bonds without coupons.

Section 12.29. All of the rights, remedies and powers provided for in this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law in the premises, and all of the provisions of this Article are intended to be subject to all applicable mandatory provisions of law that may be controlling in the premises and to be limited to the extent necessary in order that they will not render this Indenture invalid or unenforceable in whole or in part or prevent the recording or filing thereof under the provisions of any applicable law.

ARTICLE THIRTEEN.

Evidence of Rights of Bondholders and Ownership of Bonds.

Section 13.01. Any request or other instrument which this Indenture may require or permit to be signed and executed by Bondholders may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Bondholders in person or by attorney appointed in writing. The signature to any such instrument and to the instrument appointing any such attorney shall be guaranteed by a bank or trust company located or having a correspondent in the City of Boston, Commonwealth of Massachusetts, or in the Borough of Manhattan, City and State of New York, or, if acceptable to the Trustee, by a firm having a membership upon the Boston Stock Exchange, New York Stock Exchange or the New York Curb Exchange, or the execution of such writing shall be acknowledged before a notary public or other officer in any jurisdiction who by the laws thereof has power to take acknowledgments or proof of deeds within such jurisdiction, or shall be supported by an affidavit of a witness to such execution.

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In order to establish the fact of the holding by any person of Bonds not registered as to principal and the amounts and numbers of such Bonds and the date of his holding the same, such person shall exhibit such Bonds to the Trustee or shall deliver to the Trustee a certificate executed by any trust company, bank or banker satisfactory to the Trustee showing that at the date therein mentioned such person had on deposit with such trust company, bank or banker the Bonds described in such certificate and claimed to be the owner thereof or shall furnish such other evidence of the holding, amounts and numbers thereof as shall be satisfactory to the Trustee.

The ownership of registered Bonds and of coupon Bonds which shall at the time be registered as to principal shall be proved by the registry books as hereinbefore provided.

The Trustee may, until otherwise advised, continue to recognize as a Bondholder any person whose title to the Bonds held by him is so proved.

Section 13.02. Any request, consent or vote of the holder of any Bond shall bind every future holder of the same Bond and the holder of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Company in pursuance of such request, consent or vote.

ARTICLE FOURTEEN.

Effect of Merger, Consolidation, Etc.

Section 14.01. Nothing in this Indenture or any of the Bonds contained shall prevent any merger or consolidation of the Company (either singly or with one or more other corporations) into or with, or any sale, conveyance, transfer or lease, subject to the lien of this Indenture, of all the trust estate as, or substantially as, an entirety to, any corporation lawfully entitled to acquire or lease and operate the same; provided, however, and the Company covenants and agrees (1) that such consolidation, merger, sale, conveyance, transfer or lease shall be on such terms as in no respect to impair the lien and security of this Indenture or any of the rights or powers of the Trustee or of the Bondholders hereunder; (2) that any such lease shall contain a provision that, if any default described in Section 12.01 shall exist when

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such lease is made, or shall occur while it is in effect, such lease may be terminated at any time while such default exists, by the Trustee or by the purchaser at any sale hereunder of the property so leased, whether under the power of sale hereby conferred or under judicial proceedings; (3) that if the property of the corporation with which the Company is to be merged or consolidated, or to which it is to sell, or convey or transfer the trust estate, is subject to a lien or liens which after such consolidation, merger, sale, or conveyance or transfer would be prior to the lien of this Indenture upon such property, upon being subjected to the lien of this Indenture, such lien shall be deemed to be a prior lien within the meaning hereof, and such consolidation, merger, sale, or conveyance or transfer shall be deemed to be an acquisition of property subject to a prior lien; and (4) that in case the Company shall be merged or consolidated as aforesaid (either singly or with one or more other corporations) into or with any other corporation, or shall sell, convey or transfer as aforesaid to another corporation all the trust estate as, or substantially as, an entirety (but not in case of any lease) the corporation resulting from such merger or consolidation or into or with which the Company shall have been merged or consolidated or which shall have received a sale, conveyance or transfer as aforesaid (such corporation being sometimes herein called the "successor corporation") shall, prior to or contemporaneously with such merger, consolidation, sale, conveyance or transfer, execute, and promptly cause to be recorded, a supplemental indenture to and with the Trustee, satisfactory to the Trustee, whereby the successor corporation shall assume and agree to pay duly and punctually the principal of and interest on the Bonds issued hereunder in accordance with the provisions of said Bonds and any coupons thereto appertaining and this Indenture, and shall agree to perform and fulfill all the terms, covenants and conditions of this Indenture binding the Company.

SECTION 14.02. Upon the execution by any successor corporation of the supplemental indenture provided for in Section 14.01, such successor corporation shall thereupon succeed to the Company with the same effect as if it had been named herein as the mortgagor company and in the Bonds and coupons as the obligor thereon or maker thereof, and such supplemental indenture shall be construed as and shall con-

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stitute a novation releasing the Company, unless its identity is merged into or consolidated with that of the successor corporation, from all liabilities upon or with respect to any of the covenants or agreements in this Indenture contained, but not, however, from its liabilities otherwise on the Bonds and the coupons appertaining thereto at the time outstanding. Upon and after the execution of such supplemental indenture, the successor corporation may thereupon cause to be signed, issued and delivered in its own name any or all such Bonds; and upon the application of the successor corporation in lieu of the Company, and subject to all the terms, conditions and restrictions in this Indenture prescribed with respect to the authentication and delivery of Bonds, the Trustee shall authenticate and deliver any of such Bonds which the successor corporation shall thereafter, in accordance with the provisions of this Indenture, cause to be signed by its appropriate officers and delivered to the Trustee for such purpose. All the Bonds so issued shall in all respects have the same legal rank and security as the Bonds theretofore or thereafter issued in accordance with the terms of this Indenture as though all of said Bonds had been issued at the date of the execution hereof.

Section 14.03. In respect of property (including pledged securities) owned by the Company at the time of any consolidation, merger, sale, conveyance or transfer as provided in Section 14.01, and substitutions, replacements, additions, betterments, developments, extensions and enlargements thereto subsequently made, constructed or acquired, the rights and duties of the successor corporation hereunder shall be the same as the rights and duties of the Company would have been had such consolidation, merger, sale, conveyance or transfer not taken place.

Section 14.04. In respect of property at the time of such consolidation, merger, sale, conveyance or transfer owned by the successor corporation, and/or owned by any other corporation or corporations merged or consolidated into or with, or the property of other corporations which is sold, conveyed or transferred to, such successor corporation, and/or of property thereafter acquired by the successor corporation except said substitutions, replacements, additions, betterments, developments, extensions and enlargements to, of or upon the property owned by the Company referred to in Section 14.03, this Indenture

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or the supplemental indenture to be recorded as above provided in Section 14.01 shall not become or be a lien upon any of such property except so much thereof as shall be subjected to the lien hereof by supplemental indenture, duly executed, subject, however, to the provisions of Section 14.01. Such supplemental indenture may, but need not necessarily, form one and the same instrument with the supplemental indenture provided for in said Section 14.01. Nothing herein shall be construed to prevent such supplemental indenture, at the option of the Company or the successor corporation, from subjecting to the lien hereof all or any part of the property of such successor corporation then owned or thereafter acquired.

Section 14.05. In case any other corporation or corporations shall be merged or consolidated into or with the Company under such circumstances that the corporate identity of the Company is not changed, the rights and duties of the Company, with respect to the property owned by such other corporation or corporations at the time of such merger or consolidation which is acquired by the Company by virtue of the merger or consolidation and charged to its fixed property accounts, shall be the same as if such property had been acquired by the Company by purchase and charged to its fixed property accounts as of the date of such merger or consolidation.

Section 14.06. The Company covenants that if Bonds at any time be issued in any new name the Company will provide for the stamping or for the exchange of any Bonds previously issued for Bonds of the same tenor and amounts issued in any such new name, at the option of the holders and without expense to them, and the Trustee shall also do such acts as may be necessary on its part to that end, including authentication of the Bonds so to be issued in exchange.

Section 14.07. In case of any such consolidation, merger, sale, conveyance, transfer or lease the Trustee shall be furnished with an officers' certificate and an opinion of counsel that the applicable provisions of Sections 14.01 to 14.04, inclusive, or any of them, have been complied with and that any supplemental indenture made under any of said Sections of this Article complies with the conditions and provisions thereof.

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Section 14.08. At any time prior to the exercise of any power by this Article reserved to the Company or to a successor corporation, the Company or such successor corporation may surrender any such reserved power by delivering to the Trustee an officers' certificate setting forth the power surrendered and stating that the execution of such instrument was authorized by the vote of at least two-thirds of its entire Board of Directors passed at a meeting duly held; and thereupon the power so surrendered shall cease. Until so surrendered, the provisions of this Article shall continue to apply to any number of successive mergers, consolidations, sales, conveyances or transfers, the terms "the Company" referring in each such case to the corporation which immediately before such merger, consolidation, sale, conveyance or transfer was the owner of the trust estate.

ARTICLE FIFTEEN.

Concerning the Trustee.

Section 15.01. The Trustee shall at all times be a bank or trust company having its principal office and place of business in the City of Boston, Massachusetts or in the Borough of Manhattan, City and State of New York, if there be such a bank or trust company willing and able to accept the trust upon reasonable or customary terms, and shall at all times be a corporation organized and doing business under the laws of the United States, or of the State in which it has its principal office and place of business, with a combined capital and surplus of at least \$2,500,000 and authorized under such laws to exercise corporate trust powers and subject to supervision or examination by Federal or State authority. If the Trustee publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority referred to in this Section, then for the purposes of this Section the combined capital and surplus of the Trustee shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Company covenants that whenever necessary to avoid or fill a vacancy in the office of trustee, it will, in the manner provided in Section 15.17, appoint a trustee so that there shall at all times be a trustee eligible under this Section.

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Section 15.02. The Trustee hereby accepts the trust hereby created. The Trustee undertakes, prior to the occurrence of a default, and after the curing of all defaults which may have occurred, to perform such duties and only such duties as are specifically set forth in this Indenture, and in case of the occurrence of a default (which has not been cured) to exercise such of the rights and powers vested in it by this Indenture, and to use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

The provisions of this Section shall be applicable to any separate trustee or co-trustee which may hereafter be appointed pursuant to the provisions of Section 15.18 hereof.

Section 15.03. No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, or its own negligent failure to act, or its own wilful misconduct, except that

(a) prior to the occurrence of a default hereunder and after the curing of all defaults which may have occurred, the Trustee shall not be liable except for the performance of such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee but the duties and obligations of the Trustee prior to default and after the curing of all defaults which may have occurred shall be determined solely by the express provisions of this Indenture;

(b) prior to the occurrence of a default hereunder and after the curing of all defaults which may have occurred, and in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely as to the truth of the statements and the correctness of opinions expressed therein, upon certificates or opinions conforming to the requirements of this Indenture; but in the case of any such certificate or opinion which by any provision hereof is specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not it conforms to the requirements of this Indenture;

(c) the Trustee shall not be personally liable for any error of judgment made in good faith by a responsible officer or officers

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thereof, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

(d) the Trustee shall not be personally liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of not less than a majority in principal amount of the Bonds at the time outstanding or their attorneys-in-fact duly authorized, determined as provided in Section 1.11, relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee under this Indenture.

The provisions of this Section shall be applicable to any separate trustee or co-trustee which may hereafter be appointed pursuant to the provisions of Section 15.18 hereof.

Section 15.04. The recitals of fact contained herein and in the Bonds (other than the Trustee's authentication certificate) shall be taken as the statements of the Company and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the value of the trust estate or any part thereof, or as to the title of the Company thereto, or as to the validity or adequacy of the security afforded thereby and hereby, or as to the validity of this Indenture or of the Bonds or coupons issued hereunder.

Section 15.05. Subject to the provisions of Sections 15.02 and 15.03, the Trustee shall not be personally liable in case of entry by it upon the trust estate for debts contracted or liability or damage incurred in the management or operation thereof.

Section 15.06. To the extent permitted by Sections 15.02 and 15.03, the Trustee may rely and shall be protected in acting upon any resolution, certificate, opinion, notice, request, consent, direction, order, appraisal, report, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

The Trustee shall not be required to give any notice of the occurrence of a default to the Company under Section 12.01 or to take any

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other action with respect to such default unless the Trustee knows of the occurrence thereof or in the exercise of reasonable care should know thereof.

The Trustee may consult with counsel and, subject to the provisions of Sections 15.02 and 15.03, the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or liability is not reasonably assured to it.

Section 15.07. The Trustee shall not be under any responsibility for the approval of any engineer, accountant, appraiser or other expert for any of the purposes expressed in this Indenture, except that nothing in this Section contained shall relieve the Trustee of its obligation to exercise reasonable care with respect to the approval of independent experts who may furnish opinions or certificates to the Trustee pursuant to any provision of this Indenture.

Nothing contained in this Section shall be deemed to modify the obligation of the Trustee to exercise after default (which has not been cured) the rights and powers vested in it by this Indenture with the degree of care and skill specified in Section 15.02.

Section 15.08. The Trustee in its individual or any capacity, other than as Trustee, may become the owner or pledgee of Bonds or coupons secured hereby, and, subject to the provisions of Sections 15.13 and 15.14, may otherwise deal with the Company with the same rights it would have if not the Trustee.

Section 15.09. The Trustee shall, within 90 days after the occurrence thereof, give to the Bondholders, in the manner and to the extent provided in Subsection C of Section 11.04, notice of all defaults known to the Trustee, unless such defaults shall have been cured before the giving of such notice (the term "default" for the purpose of this Section being hereby defined to be any of the events specified in Clauses (a) to (g), inclusive, of Section 12.01, not including any period of grace

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provided for in said Clauses and irrespective of the giving of the notice provided for in Clauses (d) and (g) of said Section), but in the case of any default of the character specified in Clause (d) of Section 12.01 no such notice shall be given until at least 60 days after the occurrence thereof; provided, however, that except in the case of default in the payment of the principal of or interest on any of the Bonds, or in the payment of any sinking, improvement or purchase fund instalment, the Trustee shall be protected in withholding such notice if and so long as its board of directors, the executive committee or a trust committee of directors and/or responsible officers of the Trustee in good faith determine that the withholding of such notice is in the interests of the Bondholders.

Nothing herein contained shall require the Trustee to give any notice of any default which shall have been cured.

The provisions of this Section shall be applicable to any separate trustee or co-trustee which may hereafter be appointed pursuant to the provisions of Section 15.18 hereof.

Section 15.10. The Company covenants and agrees to pay to the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation for all services rendered by it in the execution of the trusts hereby created and in the exercise and performance of any of the powers and duties hereunder of the Trustee, which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust; and the Company will reimburse the Trustee with interest at the then current legal rate for all advances made by the Trustee in accordance with any of the provisions of this Indenture and will pay to the Trustee from time to time its expenses and disbursements (including all costs, charges and expenses of every kind incidental to any action at law or proceedings in equity to enforce the provisions of this Indenture or to foreclose the same, or any proceeding which the Trustee is authorized to participate in, institute or maintain pursuant to Section 13.14, including attorneys and counsel fees, if placed in the hands of attorneys and counsel for collection, and further including the reasonable compensation and the expenses and disbursements of all persons not regularly in its employ). The Company also covenants to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the Trustee arising out of or in connection with the acceptance or

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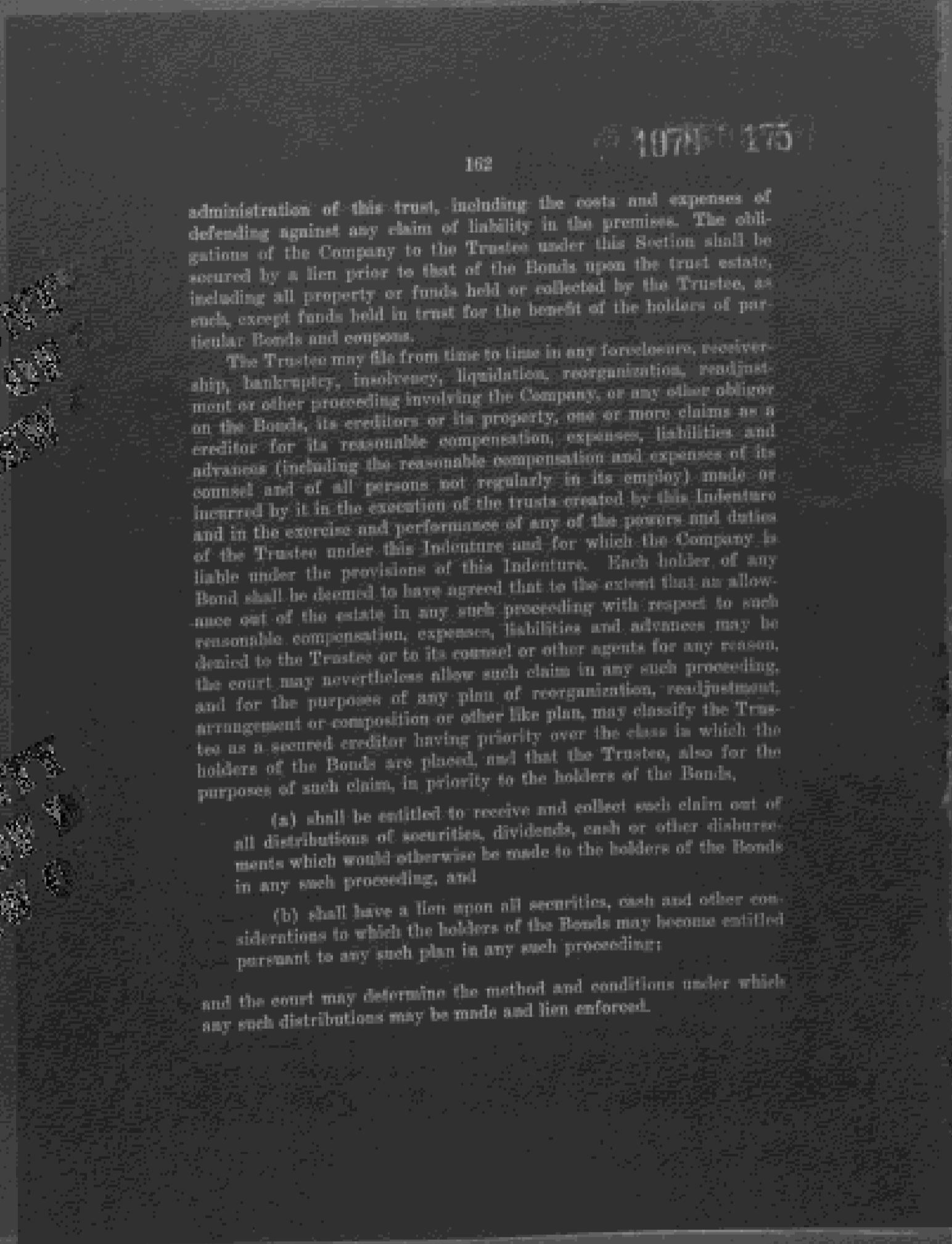
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administration of this trust, including the costs and expenses of defending against any claim of liability in the premises. The obligations of the Company to the Trustee under this Section shall be secured by a lien prior to that of the Bonds upon the trust estate, including all property or funds held or collected by the Trustee, as such, except funds held in trust for the benefit of the holders of particular Bonds and coupons.

The Trustee may file from time to time in any foreclosure, receivership, bankruptcy, insolvency, liquidation, reorganization, readjustment or other proceeding involving the Company, or any other obligor on the Bonds, its creditors or its property, one or more claims as a creditor for its reasonable compensation, expenses, liabilities and advances (including the reasonable compensation and expenses of its counsel and of all persons not regularly in its employ) made or incurred by it in the execution of the trusts created by this Indenture and in the exercise and performance of any of the powers and duties of the Trustee under this Indenture and for which the Company is liable under the provisions of this Indenture. Each holder of any Bond shall be deemed to have agreed that to the extent that an allowance out of the estate in any such proceeding with respect to such reasonable compensation, expenses, liabilities and advances may be denied to the Trustee or to its counsel or other agents for any reason, the court may nevertheless allow such claim in any such proceeding, and for the purposes of any plan of reorganization, readjustment, arrangement or composition or other like plan, may classify the Trustee as a secured creditor having priority over the class in which the holders of the Bonds are placed, and that the Trustee, also for the purposes of such claim, in priority to the holders of the Bonds,

(a) shall be entitled to receive and collect such claim out of all distributions of securities, dividends, cash or other disbursements which would otherwise be made to the holders of the Bonds in any such proceeding, and

(b) shall have a lien upon all securities, cash and other considerations to which the holders of the Bonds may become entitled pursuant to any such plan in any such proceeding;

and the court may determine the method and conditions under which any such distributions may be made and lien enforced.

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Section 15.11. Whenever in the administration of the trusts of this Indenture, prior to a default hereunder and after the curing of all defaults which may have occurred, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Trustee, be deemed to be conclusively proved and established by an officers' certificate, and such certificate shall be full warrant to the Trustee for any action taken or suffered by it under the provisions of this Indenture upon the faith thereof.

Section 15.12. Whenever it is provided in this Indenture that the Trustee shall take any action upon the happening of a specified event or upon the fulfillment of any condition or upon the request of the Company or of Bondholders, the Trustee shall have full power to give any and all notices and to do any and all acts and things incidental to such action.

Section 15.13. A. If the Trustee has or acquires any conflicting interest, as defined by Subsection D of this Section, the Trustee shall within 90 days after ascertaining that it has such conflicting interest either eliminate such conflicting interest or resign by giving written notice to the Company, but such resignation shall not become effective until the appointment of a successor trustee and such successor's acceptance of such appointment. The Company covenants to take prompt steps to have a successor appointed in the manner hereinafter provided in Section 15.17. Upon giving such notice of resignation, the resigning trustee shall give notice thereof in the manner provided in Section 2.11 by publication in each city in which the principal of any of the Bonds shall be payable. If the resigning trustee fails to first publish such notice within 10 days after giving written notice of resignation to the Company, the Company shall publish such notice.

B. In the event that the Trustee shall fail to comply with the provisions of the preceding Subsection A of this Section, the Trustee shall within 10 days after the expiration of such 90-day period transmit notice of such failure to the Bondholders, in the manner and to the extent provided in Subsection C of Section 11.04 with respect to reports pursuant to Subsection A of Section 11.04.

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C. Subject to the provisions of Section 19.03, any Bondholder who has been a bona fide holder of a Bond or Bonds for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor if the Trustee fails, after written request therefor by such Bondholder, to comply with the provisions of Sub-section A of this Section.

D. The Trustee shall be deemed to have a conflicting interest if—

(1) such trustee is trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of an obligor upon the Bonds are outstanding, unless such other indenture is a collateral trust indenture under which the only collateral consists of Bonds issued under this Indenture; provided that there shall be excluded from the operation of this Clause any other indenture or indentures under which other securities, or certificates of interest or participation in other securities, of such an obligor are outstanding if the Company shall have sustained the burden of proving, on application to the Securities and Exchange Commission and after opportunity for hearing thereon, that the trusteeship under this Indenture and such other indenture is not so likely to involve a material conflict of interest as to make it necessary in the public interest or for the protection of investors to disqualify such trustee from acting as such under one of such indentures;

(2) such trustee or any of its directors or executive officers is an obligor upon the Bonds or an underwriter for such an obligor;

(3) such trustee directly or indirectly controls or is directly or indirectly controlled by or is under direct or indirect common control with an obligor upon the Bonds or an underwriter for such an obligor;

(4) such trustee or any of its directors or executive officers is a director, officer, partner, employee, appointee or representative of an obligor upon the Bonds, or of an underwriter (other than such trustee itself) for such an obligor who is currently engaged in the business of underwriting except that (a) one individual may

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be a director and/or an executive officer of such trustee and a director and/or an executive officer of such obligor, but may not be at the same time an executive officer of both such trustee and such obligor; (b) if and so long as the number of directors of such trustee in office is more than nine, one additional individual may be a director and/or an executive officer of such trustee and a director of such obligor; and (c) such trustee may be designated by any such obligor or by any underwriter for any such obligor to act in the capacity of transfer agent, registrar, custodian, paying agent, fiscal agent, escrow agent or depository or in any other similar capacity or, subject to the provisions of Clause (1) of this Subsection D, to act as trustee whether under an indenture or otherwise;

(5) 10% or more of the voting securities of such trustee is beneficially owned either by an obligor upon the Bonds or by any director, partner or executive officer thereof, or 30% or more of such voting securities is beneficially owned, collectively, by any two or more of such persons; or 10% or more of the voting securities of such trustee is beneficially owned either by an underwriter for any such obligor or by any director, partner or executive officer thereof, or is beneficially owned, collectively, by any two or more such persons;

(6) such trustee is the beneficial owner of or holds as collateral security for an obligation which is in default, (a) 5% or more of the voting securities or 10% or more of any other class of security of an obligor upon the Bonds, not including the Bonds issued under this Indenture and securities issued under any other indenture under which such trustee is also trustee, or (b) 10% or more of any class of security of an underwriter for an obligor upon the Bonds;

(7) such trustee is the beneficial owner of or holds as collateral security for an obligation which is in default, 5% or more of the voting securities of any person who, to the knowledge of such trustee, owns 10% or more of the voting securities of, or controls directly or indirectly or is under direct or indirect common control with, an obligor upon the Bonds;

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(8) such trustee is the beneficial owner of or holds as collateral security for an obligation which is in default, 10% or more of any class of security of any person who, to the knowledge of such trustee, owns 50% or more of the voting securities of an obligor upon the Bonds; or

(9) such trustee owns on May 15 in any calendar year in the capacity of executor, administrator, testamentary or inter vivos trustee, guardian, committee or conservator, or in any other similar capacity, an aggregate of 25% or more of the voting securities or of any class of security of any person, the beneficial ownership of a specified percentage of which would have constituted a conflicting interest under Clause (6), (7) or (8) of this Subsection. As to any such securities of which such trustee acquired ownership through becoming executor, administrator or testamentary trustee of an estate which included them, the provisions of the preceding sentence shall not apply for a period of two years from the date of such acquisition, to the extent that such securities included in such estate do not exceed 25% of such voting securities or 25% of any such class of security. Promptly after May 15 in each calendar year, such trustee shall make a check of its holdings of such securities in any of the above-mentioned capacities as of May 15. If the Company or any other obligor upon the Bonds fails to make payment in full of principal or interest in respect of the Bonds when and as the same becomes due and payable, and such failure continues for 30 days thereafter, such trustee shall make a prompt check of its holdings of such securities in any of the above-mentioned capacities as of the date of the expiration of such 30 day period and after such date, notwithstanding the foregoing provisions of this Clause, all such securities so held by such trustee, with sole or joint control over such securities vested in it, shall, but only so long as such failure shall continue, be considered as though beneficially owned by such trustee for the purposes of Clauses (6), (7) and (8) of this Subsection.

The specifications of percentages in Clauses (5) to (9), inclusive, of this Subsection shall not be construed as indicating that the ownership of such percentages of the securities of a person is or is not

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necessary or sufficient to constitute direct or indirect control for the purposes of Clause (3) or (7) of this Subsection.

For the purposes of Clauses (6), (7), (8) and (9) of this Subsection only, (a) the terms "security" and "securities" shall include only such securities as are generally known as corporate securities, but shall not include any note or other evidence of indebtedness issued to evidence an obligation to repay moneys lent to a person by one or more banks, trust companies or banking firms or any certificate of interest or participation in any such note or evidence of indebtedness; (b) an obligation shall be deemed to be in default when a default in payment of principal shall have continued for 30 days or more and shall not have been cured; and (c) the Trustee shall not be deemed to be the owner or holder of (i) any security which it holds as collateral security (as trustee or otherwise) for an obligation which is not in default as above defined, or (ii) any security which it holds as collateral security under this Indenture, irrespective of any default hereunder, or (iii) any security which it holds as agent for collection, or as custodian, escrow agent or depository, or in any similar representative capacity.

For the purposes of this Subsection

(1) the term "voting security" shall mean any security presently entitling the owner or holder thereof to vote in the direction or management of the affairs of a person, or any security issued under or pursuant to any trust, agreement or arrangement whereby a trustee or trustees or agent or agents for the owner or holder of such security are presently entitled to vote in the direction or management of the affairs of a person;

(2) the term "director" shall mean any director of a corporation or any individual performing similar functions with respect to any organization whether incorporated or unincorporated;

(3) the term "executive officer" shall mean the President every Vice President, every Trust Officer, the Cashier, the Secretary and the Treasurer of a corporation, and any individual customarily performing similar functions with respect to any organization whether incorporated or unincorporated, but subject to the foregoing shall not include the Chairman of the Board of Directors; and

(4) the term "underwriter" when used with reference to an obligor upon the Bonds shall mean every person who, within three

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years prior to the time as of which the determination is made, has purchased from such obligor with a view to, or has sold for such obligor in connection with, the distribution of any security of such obligor outstanding at such time, or has participated or has had a direct or indirect participation in any such undertaking or has participated or has had a participation in the direct or indirect underwriting of any such undertaking, but such term shall not include a person whose interest was limited to a commission from an underwriter or dealer not in excess of the usual and customary distributor's or seller's commission.

E. The percentages of voting securities and other securities specified in Subsection D of this Section shall be calculated in accordance with the following provisions:

(1) A specified percentage of the voting securities of the Trustee, the Company or any other person referred to in this Section (each of whom is referred to as a "person" in this Subsection) means such amount of the outstanding voting securities of such person as entitles the holder or holders thereof to cast such specified percentage of the aggregate votes which the holders of all the outstanding voting securities of such person are entitled to cast in the direction or management of the affairs of such person.

(2) A specified percentage of a class of securities of a person means such percentage of the aggregate amount of securities of the class outstanding.

(3) The term "amount", when used in regard to securities, means the principal amount if relating to evidences of indebtedness, the number of shares if relating to capital shares, and the number of units if relating to any other kind of security.

(4) The term "outstanding", for the purpose of this Section, means issued and not held by or for the account of the issuer. The following securities shall not be deemed outstanding within the meaning of this definition:

- (a) Securities of an issuer held in a sinking fund relating to securities of the issuer of the same class;
- (b) Securities of an issuer held in a sinking fund relating to another class of securities of the issuer, if the obligation

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evidenced by such other class of securities is not in default as to principal or interest or otherwise;

(c) Securities pledged by the issuer thereof as security for an obligation of the issuer not in default as to principal or interest or otherwise;

(d) Securities held in escrow if placed in escrow by the issuer thereof;

provided, however, that any voting securities of an issuer shall be deemed outstanding if any person other than the issuer is entitled to exercise the voting rights thereof.

(5) A security shall be deemed to be of the same class as another security if both securities confer upon the holder or holders thereof substantially the same rights and privileges; provided, however, that in the case of secured evidences of indebtedness, all of which are issued under a single indenture, differences in the interest rates or maturity dates of various series thereof shall not be deemed sufficient to constitute such series different classes; and provided further, that in the case of unsecured evidences of indebtedness, differences in the interest rates or maturity dates thereof shall not be deemed sufficient to constitute them securities of different classes, whether or not they are issued under a single indenture.

F. The provisions of this Section which have been made specifically applicable to the Trustee shall apply to the Trustee and, if a separate trustee or co-trustee is appointed pursuant to Section 15.13, to any separate trustee or co-trustee, except that in case of the resignation of a separate trustee or co-trustee such resignation and the appointment of a successor shall (subject to the provisions of Subsection C of this Section) be governed by the provisions of Section 15.18.

Section 15.14. A. Subject to the provisions of Subsection B of this Section, if the Trustee shall be or shall become a creditor, directly or indirectly, secured or unsecured, of the Company or any other obligor upon the Bonds within four months prior to a default (as defined in the last paragraph of this Subsection), or subsequent to such a default then, unless and until such default shall be cured, such trustee shall set apart and hold in a special account for the benefit of such trustee individually, the holders of the Bonds, and the holders of other indenture securities (as defined in the last paragraph of this Subsection)

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(1) an amount equal to any and all reductions in the amount due and owing upon any claim as such creditor in respect of principal or interest effected after the beginning of such four months' period and valid as against such obligor and its other creditors, except any such reduction resulting from the receipt or disposition of any property described in Clause (2) of this Subsection or from the exercise of any right of set-off which such trustee could have exercised if a petition in bankruptcy had been filed by or against such obligor upon the date of such default; and

(2) all property received by such trustee in respect of any claim as such creditor, either as security therefor, or in satisfaction or composition thereof, or otherwise after the beginning of such four months' period, or an amount equal to the proceeds of any such property, if disposed of, subject, however, to the rights, if any, of such obligor and its other creditors in such property or such proceeds.

Nothing herein contained, however, shall affect the right of the Trustee,

(a) to retain for its own account (i) payments made on account of any such claim by any person (other than such obligor) who is liable thereon, and (ii) the proceeds of the bona fide sale of any such claim by such trustee to a third person, and (iii) distributions made in cash, securities or other property in respect of claims filed against such obligor in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law;

(b) to realize, for its own account, upon any property held by it as security for any such claim, if such property was so held prior to the beginning of such four months' period;

(c) to realize, for its own account, but only to the extent of the claim hereinafter mentioned, upon any property held by it as security for any such claim, if such claim was created after the beginning of such four months' period and such property was received as security therefor simultaneously with the creation thereof, and if such trustee shall sustain the burden of proving that at the time such property was so received such trustee had no reasonable cause to believe that a default as defined in the last paragraph of this Subsection would occur within four months; or

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(d) to receive payment on any claim referred to in the foregoing subparagraph (b) or (c) against the release of any property held as security for such claim as provided in said subparagraph (b) or (c), as the case may be, to the extent of the fair value of such property.

For the purposes of subparagraphs (b), (c) and (d), property substituted after the beginning of such four months' period for property held as security at the time of such substitution shall, to the extent of the fair value of the property released, have the same status as the property released and, to the extent that any claim referred to in any of such subparagraphs is created in renewal of or in substitution for or for the purpose of repaying or refunding any pre-existing claim of such trustee as such creditor, such claim shall have the same status as such pre-existing claim.

If the Trustee shall be required to account, the funds and property held in such special account and the proceeds thereof shall be apportioned between such trustee, the Bondholders and the holders of other indenture securities in such manner that such trustee, the Bondholders and the holders of other indenture securities realize, as a result of payments from such special account and payments of dividends on claims filed against such obligor in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, the same percentage of their respective claims, figured before crediting to the claims of such trustee anything on account of the receipt by it from such obligor of the funds and property in such special account and before crediting to the respective claims of such trustee, the Bondholders and the holders of other indenture securities dividends on claims filed against such obligor in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, but after crediting thereon receipts on account of the indebtedness represented by their respective claims from all sources other than from such dividends and from the funds and property so held in such special account. As used in this paragraph, with respect to any claim, the term "dividends" shall include any distribution with respect to such claim, in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, whether such distribution is made in cash, securities or other property, but shall not include any such distribution with respect to the secured portion, if any, of such claim. The court in which such bankruptcy, receivership or

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proceeding for reorganization is pending shall have jurisdiction (i) to apportion between such trustee, the Bondholders and the holders of other indenture securities, in accordance with the provisions of this paragraph, the funds and property held in such special account and the proceeds thereof, or (ii) in lieu of such apportionment, in whole or in part, to give to the provisions of this paragraph due consideration in determining the fairness of the distributions to be made to such trustee, the Bondholders and the holders of other indenture securities, with respect to their respective claims, in which event it shall not be necessary to liquidate or to appraise the value of any securities or other property held in such special account or as security for any such claim, or to make a specific allocation of such distributions as between the secured and unsecured portions of such claims, or otherwise to apply the provisions of this paragraph as a mathematical formula.

Any trustee who has resigned or been removed after the beginning of such four months' period shall be subject to the provisions of this Subsection as though such resignation or removal had not occurred. If any trustee has resigned or been removed prior to the beginning of such four months' period, it shall be subject to the provisions of this Subsection if and only if the following conditions exist:

- (i) the receipt of property or reduction of claim which would have given rise to the obligation to account, if such trustee had continued as trustee, occurred after the beginning of such four months' period; and
- (ii) such receipt of property or reduction of claim occurred within four months after such resignation or removal.

As used in this Section, the term "default" shall mean any failure to make payment in full of the principal of or interest on the Bonds or the other indenture securities when and as such principal or interest becomes due and payable; and the term "other indenture securities" shall mean securities upon which an obligor upon the Bonds, of whom the Trustee is directly or indirectly a creditor, is an obligor (as defined in the Trust Indenture Act of 1939) outstanding under any other indenture (a) which has been qualified under the provisions of the Trust Indenture Act of 1939, (b) under which such Trustee is also trustee, (c) which contains provisions substantially similar to the provisions of this Subsection, and (d) under which a default exists at the time of

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the apportionment of the funds and property held in said special account.

R. There shall be excluded from the operation of Subsection A of this Section a creditor relationship arising from—

- (1) the ownership or acquisition of securities issued under any indenture, or any security or securities having a maturity of one year or more at the time of acquisition by the Trustee; and for the purposes of this Clause the term "security" shall mean any note, bond, debenture, evidence of indebtedness, certificate of interest or participation in any profit-sharing agreement, collateral-trust certificate, investment contract, certificate of deposit for a security or, in general, any interest or instrument commonly known as a "security" or any certificate of interest or participation in, temporary or interim certificate for, receipt for, or guaranty of, any of the foregoing;
- (2) advances authorized by a receivership or bankruptcy court of competent jurisdiction or by this Indenture for the purpose of preserving the property subject to the lien of this Indenture or of discharging tax liens or other liens or encumbrances, prior to the lien of this Indenture, on the trust estate, if notice of such advance and of the circumstances surrounding the making thereof is given to the Bondholders as provided in Subsections A, B and C of Section 11.04 with respect to advances by the Trustee as such;
- (3) disbursements made in the ordinary course of business in the capacity of trustee under an indenture, transfer agent, registrar, custodian, paying agent, fiscal agent or depository, or other similar capacity;
- (4) an indebtedness created as a result of services rendered or premises rented; or an indebtedness created as a result of goods or securities sold in a cash transaction as defined in the last paragraph of this Subsection;
- (5) the ownership of stock or of other securities of a corporation organized under the provisions of Section 23 (a) of the Federal Reserve Act, as amended, which is directly or indirectly a creditor of an obligor upon the Bonds; or

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(6) the acquisition, ownership, acceptance or negotiation of any drafts, bills of exchange, acceptances or obligations which fall within the classification of self-liquidating paper as defined in the last paragraph of this Subsection.

As used in this Section, the term "cash transaction" shall mean any transaction in which full payment for goods or securities sold is made within seven days after delivery of the goods or securities in currency or in checks or other orders drawn upon banks or bankers and payable upon demand; the term "self-liquidating paper" shall mean any draft, bill of exchange, acceptance or obligation which is made, drawn, negotiated or incurred by an obligor upon the Bonds for the purpose of financing the purchase, processing, manufacture, shipment, storage or sale of goods, wares or merchandise and which is secured by documents evidencing title to, possession of, or a lien upon, the goods, wares or merchandise or the receivables or proceeds arising from the sale of the goods, wares or merchandise previously constituting the security, provided the security is received by the Trustee simultaneously with the creation of the creditor relationship with an obligor upon the Bonds arising from the making, drawing, negotiating or incurring of the draft, bill of exchange, acceptance or obligation; and the term "Trustee" shall include the Trustee, and any other separate trustee or co-trustee appointed pursuant to Section 15.15.

SECTION 15.15. The Trustee may at any time resign and be discharged of the trusts hereby created by giving written notice to the Company, specifying the day upon which such resignation shall take effect, and thereafter publishing notice thereof in each city in which the principal of any of the Bonds shall be payable, such publication to be in the manner provided in Section 2.11. Such resignation shall take effect upon the day specified in such notice unless previously a successor trustee shall have been appointed by the Bondholders or the Company in the manner hereinafter provided in Section 15.17, and in such event such resignation shall take effect immediately on the appointment of such successor trustee. This Section shall not be applicable to resignations pursuant to Section 15.13.

SECTION 15.16. The Trustee may be removed at any time by the holders of a majority in principal amount of the Bonds then outstanding or by their attorneys-in-fact duly authorized, notification thereof being given to the Company and to the Trustee.

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In case at any time the Trustee shall cease to be eligible in accordance with the provisions of Section 15.01, then the Trustee shall resign immediately in the manner and with the effect specified in Section 15.15 and, in the event that the Trustee does not resign immediately in such case, then it may be removed forthwith (a) by the Company evidenced by an instrument signed in the name of the Company by its President or a Vice President and its Secretary or an Assistant Secretary or its Treasurer or an Assistant Treasurer and filed with the Trustee or (b) by the holders of a majority in principal amount of the Bonds then outstanding or by their attorneys-in-fact duly authorized, notification thereof being given to the Company and to the Trustee.

Section 15.17. In case at any time the Trustee shall resign or shall be removed (unless the Trustee shall be removed as provided in Subsection C of Section 15.13 in which event the vacancy shall be filled as provided in said Subsection C) or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, a vacancy shall be deemed to exist in the office of trustee, and a successor may be appointed by the holders of a majority in principal amount of the Bonds then outstanding, or by their attorneys-in-fact duly authorized, notification thereof being given to the Company and the retiring trustee as well as the new trustee; provided, nevertheless, that until a new trustee shall be appointed by the Bondholders as aforesaid, the Company, by instrument executed by order of its Board of Directors and duly signed by its President or a Vice President and its Secretary or an Assistant Secretary or its Treasurer or an Assistant Treasurer, may appoint a trustee to fill such vacancy until a new trustee shall be appointed by the Bondholders as herein authorized. The Company shall publish notice of any such appointment made by it in the manner provided in Section 15.15 hereof. Any new trustee appointed by the Company shall, immediately and without further act, be superseded by a trustee appointed by the Bondholders as above provided, if such appointment by the Bondholders be made prior to the expiration of one year after the first publication of notice of the appointment of the new trustee by the Company.

If in a proper case no appointment of a successor trustee shall be made pursuant to the foregoing provisions of this Section within six

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months after a vacancy shall have occurred in the office of trustee, the holder of any Bond outstanding hereunder or any retiring trustee may apply to any court of competent jurisdiction to appoint a successor trustee. Said court may thereupon after such notice, if any, as such court may deem proper and prescribe, appoint a successor trustee.

If the Trustee resigns because of a conflict of interest as provided in Subsection A of Section 15.13 and a successor has not been appointed by the Company or the Bondholders, or, if appointed, has not accepted the appointment within 30 days after the date of such resignation, the resigning trustee may apply to any court of competent jurisdiction for the appointment of a successor trustee.

Any trustee appointed under the provisions of this Section in succession to the Trustee shall be eligible under Section 15.01 hereof and qualified under Section 15.13.

Any trustee which has resigned or been removed shall nevertheless retain the lien upon the trust estate, including all property or funds held or collected by the trustee as such, except funds held in trust for the benefit of particular Bonds or coupons, to secure the amounts due to such trustee as compensation, reimbursement, expenses and indemnity afforded to it by Section 15.10 and shall retain the further rights afforded to it by said Section.

Section 15.18. At any time or times, for the purpose of conforming to any legal requirements, restrictions or conditions in any State or jurisdiction in which any part of the trust estate then subject, or to become subject, to this Indenture may be located, the Company and the Trustee shall have power to appoint and, upon request of the Trustee the Company shall for such purposes join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint, another corporation or one or more persons approved by the Trustee either to act as separate trustee or trustees, or co-trustee or co-trustees jointly with the Trustee of all or any of the property subject to the lien hereof. In the event that the Company shall not have joined in such appointment within 15 days after the receipt by it of a request so to do, the Trustee alone shall have power to make such appointment.

Every separate trustee and every co-trustee, other than any trustee which may be appointed as successor to State Street Trust Company, shall to the extent permitted by law, but to such extent only, be appointed subject to the following provisions and conditions, namely:

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(1) The rights, powers, duties and obligations conferred or imposed upon the Trustee shall be conferred or imposed upon and exercised or performed by the Trustee, or the Trustee and such separate trustee or separate trustees or co-trustee or co-trustees jointly, as shall be provided in the supplemental indenture appointing such separate trustee or trustees or co-trustee or co-trustees, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by such separate trustee or trustees or co-trustee or co-trustees;

(2) The Bonds secured hereby shall be authenticated and delivered, and all powers, duties, obligations and rights conferred upon the Trustee in respect of the custody of all Bonds and other securities and of all cash pledged or deposited hereunder, shall be exercised solely by State Street Trust Company or its successors in the trust hereunder;

(3) The Company and the Trustee, at any time by an instrument in writing executed by them jointly, may accept the resignation of or remove any separate trustee or co-trustee appointed under this Section or otherwise and, upon the request of the Trustee, the Company shall, for such purpose, join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to make effective such resignation or removal. In the event that the Company shall not have joined in such action within 15 days after the receipt by it of a request so to do, the Trustee alone shall have power to accept such resignation or to remove any such separate trustee or co-trustee. A successor to a separate trustee or co-trustee so resigned or removed may be appointed in the manner provided in this Section; and

(4) No trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder.

Any notice, request or other writing by or on behalf of the holders of the Bonds delivered to State Street Trust Company, or its successor in the trust hereunder, shall be deemed to have been delivered to all of the then separate trustees or co-trustees as effectually as if delivered to

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each of them. Every instrument appointing any trustee or trustees other than a successor to State Street Trust Company shall refer to this Indenture and the conditions in this Article expressed, and upon the acceptance in writing by such separate trustee or trustees or co-trustee or co-trustees, he, they or it shall be vested with the estates or property specified in such instrument, either jointly with State Street Trust Company or its successor, or separately, as may be provided therein, subject to all the trusts, conditions and provisions of this Indenture; and every such instrument shall be filed with State Street Trust Company or its successor in the trust hereunder. Any separate trustee or trustees, or any co-trustee or co-trustees, may at any time by an instrument in writing constitute State Street Trust Company, or its successor in the trust hereunder his, their or its agent or attorney-in-fact, with full power and authority, to the extent which may be permitted by law to do any and all acts and things and exercise all discretion authorized or permitted by him, them or it, for and in behalf of him, them or it, and in his, their or its name. In case any separate trustee or trustees or co-trustee or co-trustees, or a successor to any of them, shall die, become incapable of acting, resign or be removed, all the estate, property, rights, powers, trusts, duties and obligations of said separate trustee or co-trustee, so far as permitted by law, shall be vested in and be exercised by State Street Trust Company, or its successor in the trust hereunder, without the appointment of a new trustee as successor to such separate trustee or co-trustee.

Section 15.19. Any successor trustee appointed hereunder shall execute, acknowledge and deliver to his or its predecessor trustee, and also to the Company, an instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of his or its predecessor in trust hereunder, with like effect as if originally named as trustee herein; but the trustee ceasing to act shall nevertheless, on the written request of the Company, or of the successor trustee, or of the holders of 10% in principal amount of the Bonds then outstanding hereunder, execute and, upon receipt by it of all amounts owing to it hereunder, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor trustee all the right, title and interest of the

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trustee to which he or it succeeds, in and to the trust estate and such rights, powers, trusts, duties and obligations, and the trustee ceasing to act shall also, upon like request and payment, pay over, assign and deliver to the successor trustee any money or other property subject to the lien of this Indenture, including any pledged securities which may then be in his or its possession. Should any deed, conveyance or instrument in writing from the Company be required by the new trustee for more fully and certainly vesting in and confirming to such new trustee such estates, properties, rights, powers, trusts and duties, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Company.

Section 15.20. Any corporation into which the Trustee may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which the Trustee shall be a party or any corporation to which substantially all the business and assets of the Trustee may be transferred, provided such corporation shall be eligible under the provisions of Section 15.01 and qualified under Section 15.13, shall be the successor Trustee under this Indenture, without the execution or filing of any paper or the performance of any further act on the part of any other party hereto, anything herein to the contrary notwithstanding. In case any of the Bonds contemplated to be issued hereunder shall have been authenticated but not delivered, any such successor to the Trustee may, subject to the same terms and conditions as though such successor had itself authenticated such Bonds, adopt the certificate of authentication of the original Trustee or of any successor to it as trustee hereunder, and deliver the said Bonds so authenticated; and in case any of said Bonds shall not have been authenticated, any successor to the Trustee may authenticate such Bonds either in the name of any predecessor trustee hereunder or in the name of the successor trustee and in all such cases such certificates shall have the full force which it is anywhere in said Bonds or in this Indenture provided that the certificate of the Trustee shall have; provided, however, that the right to authenticate Bonds in the name of the Trustee shall apply only to its successor or successors by merger or consolidation or sale as aforesaid.

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ARTICLE SIXTEEN.

Defeasance and Payment.

SECTION 16.01. If the Company shall pay and discharge or provide for the payment and discharge of the entire indebtedness on all Bonds outstanding hereunder in any one or more of the following ways, to wit:

A. By paying or causing to be paid the principal of (and redemption premium, if any) and interest on Bonds outstanding hereunder, as and when the same become due and payable;

B. By irrevocably depositing with the Trustee, in trust, at or at any time not more than two years prior to maturity thereof cash sufficient to pay the principal of, premium, if any, and interest to maturity on Bonds outstanding hereunder, together with an order of the Company, expressed to be irrevocable, authorizing the Trustee forthwith (a) to give notice to the holders of all Bonds in the manner provided in Section 10.02 stating in substance that (i) the above cash has been deposited with the Trustee (ii) is available for immediate payment of principal and interest to maturity of the Bonds and (iii) the effect of such deposit under the provisions of this Section and Section 16.03, and (b) to pay such cash to the holders of the Bonds;

C. By irrevocably depositing with the Trustee, in trust, at any time not more than two years prior to the date fixed for redemption, cash sufficient to redeem Bonds outstanding hereunder together with (i) proof satisfactory to the Trustee that notice of redemption of such Bonds has been duly given or waived, or (ii) an order of the Company, expressed to be irrevocable, authorizing the Trustee to give such notice for and on behalf of the Company, or (iii) evidence satisfactory to the Trustee that such notice will be given or waived, and (iv) if the cash is deposited more than 90 days before the redemption date an order of the Company, expressed to be irrevocable, authorizing the Trustee forthwith to publish a notice in the manner provided in Section 10.02, stating in substance that specified Bonds have been called for redemption, that cash has been deposited and is available for the immediate payment of principal, premium, if any, and interest to the

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redemption date, and the effect of such deposit under the provisions of this Section and Section 16.03, and (v) irrevocable authority to the Trustee to pay such cash to the holders of such Bonds; and/or

D. By delivering to the Trustee, for cancellation by it, Bonds outstanding hereunder, together with all unpaid coupons thereunto appertaining;

and shall also pay all other sums due and payable hereunder by the Company (except in respect of any reimbursement of taxes, for which the holders of Bonds shall look only to the Company); then and in that case, upon the written request of the Company, all the trust estate shall revert to the Company and the entire estate, right, title and interest of the Trustee and of the holders of the Bonds and coupons in respect thereof other than the right to receive such sums so deposited in trust shall thereupon cease, determine and become void; and the Trustee in such case, upon the cancellation of all Bonds and coupons for the payment of which cash shall not have been deposited in accordance with the provisions of this Indenture, shall upon receipt of a written request of the Company, and an officers' certificate and an opinion of counsel as to compliance with conditions precedent, and at the cost and expense of the Company, execute to the Company, or its order, proper instruments acknowledging satisfaction of this Indenture and surrender to the Company, or its order, all cash and deposited securities, if any, other than cash for the payment of the Bonds and coupons which shall then be held hereunder as a part of the trust estate.

In the absence of a request by the Company to have the trust estate revert to it or to have the lien of this Indenture cancelled and discharged, the fact that all indebtedness secured by this Indenture shall have been fully paid and satisfied shall not render this Indenture inoperative or prevent the Company from again and from time to time issuing Bonds hereunder pursuant to the terms and conditions hereof.

SECTION 16.02. All sums which may become due and payable for principal (and premium, if any) upon any Bond issued hereunder shall be paid to the bearer of such Bond, unless registered, and if registered, to the registered owner thereof or his assigns, but only upon surrender

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of such Bond, accompanied by all unmatured coupons, if any, thereunto belonging. The interest on registered Bonds, without coupons, shall be paid only to the registered owners thereof. The interest on coupon Bonds shall be paid only upon the surrender of the several coupons for such interest as they respectively mature.

The Company may at any time surrender to the Trustee for cancellation by it any Bonds previously authenticated and delivered hereunder, together with all unpaid coupons thereunto belonging, which the Company may have acquired in any manner whatsoever, and such Bonds and coupons, upon such surrender and cancellation, shall be deemed to be paid and retired. The Trustee shall be under no duty whatsoever to inquire into the ownership of any Bonds or coupons delivered to it by the Company as aforesaid.

SECTION 16.03. When the Company shall have deposited at any time with the Trustee, or with any paying agent irrevocably in trust for the purpose, or left with it if previously so deposited, funds sufficient to pay the principal of all or any part of the Bonds (and premium, if any) when the same become due, either at maturity or otherwise, or at the date fixed for the redemption thereof, together with all interest due thereon to the date of the maturity of such Bonds or to the date fixed for the redemption thereof, or to pay any coupons at the due date thereof, as the case may be, for the use and benefit of the holders thereof, together with (a) in the case of the deposit of funds to provide for the redemption of Bonds upon compliance with the provisions of Subsection 16.01C, either (i) proof satisfactory to the Trustee that notice of redemption of such Bonds has been duly given or (ii) a written instrument executed by the Company and expressed to be irrevocable authorizing the Trustee to give such notice for and on behalf of the Company or (iii) evidence satisfactory to the Trustee that such notice will be given or waived, (b) in the case of deposit of funds to pay the principal and interest of all Bonds at maturity, upon compliance with the provisions of Subsection 16.01B; then upon such deposit all such Bonds and appurtenant coupons shall cease to be entitled to any lien, benefit or security of this Indenture except the right to receive the funds so deposited, and such Bonds and/or coupons shall be deemed not to be outstanding hereunder; and from and after such due date, redemption date or maturity, interest on such Bonds or coupons, as the case may be, shall cease to accrue.

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SECTION 16.04. Notwithstanding any provision of this Indenture, any moneys deposited with the Trustee or any paying agent in trust for the payment of the principal of, or interest or premium (if any) on, any Bonds and remaining unclaimed for six years after the maturity of all the Bonds issued hereunder (whether at their stated maturity or upon call for redemption or by declaration as provided in this Indenture) shall then be repaid to the Company upon its written request, and the holders of such Bonds and coupons shall thereafter be entitled to look only to the Company as unsecured creditors for payment thereof, and all liability of the Trustee or any paying agent with respect to such moneys shall thereupon cease; provided, however, that before the repayment of such moneys to the Company as aforesaid, the Trustee or paying agent, as the case may be, may first publish in each city in which the principal of any of the Bonds shall be payable notice of its intention to make such repayment, in such form as may be deemed appropriate by the Trustee or such paying agent, such publication to be in the manner provided in Section 2.11, except that only one such publication shall be required.

SECTION 16.05. For the purpose of obtaining the satisfaction and discharge of this Indenture the Company may require any paying agent to pay to the Trustee all moneys held by it and upon the satisfaction and discharge of this Indenture all moneys then held by any paying agent for any series of Bonds shall, upon demand of the Company, be repaid to it. Upon any such payment such paying agent shall be released from all further liability with respect to such moneys.

ARTICLE SEVENTEEN.

Limitations of Liability.

SECTION 17.01. No recourse under or upon any obligation, covenant or agreement contained in this Indenture or in any Bond or coupon issued hereunder or under or upon any indebtedness hereby secured or arising out of this Indenture shall be had against any incorporator, stockholder, officer or director, as such, past, present or future, of the Company or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether by virtue of any constitution, statute or

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rule of law or by the enforcement of any assessment or penalty or by any legal or equitable proceeding or otherwise howsoever. It is expressly agreed and understood that this Indenture and the Bonds and coupons are solely corporate obligations and that no personal liability whatever does or shall attach to or be incurred by the incorporators, stockholders, officers or directors, as such, of the Company or of any predecessor or successor corporation, or any of them, because of the indebtedness represented by the Bonds or coupons, or under or by reason of any of the obligations, covenants or agreements contained in this Indenture or in any of the Bonds or coupons, or implied therefrom; and that any and all such personal liability of every name and nature, either at common law or in equity or by statute or constitution, of every such incorporator, stockholder, officer or director, as such, is hereby expressly waived and released as a condition of, and as part of the consideration for, the execution of this Indenture and the issuance of the Bonds and coupons.

ARTICLE EIGHTEEN.

Supplemental Indentures and Modifications of Indenture.

SECTION 1801. The Company, when authorized by a resolution of the Board, and the Trustee, from time to time and at any time, subject to the restrictions in this Indenture contained, may, and when so required by this Indenture, shall, enter into such indentures supplemental hereto as may or shall by them be deemed necessary or desirable, which shall thereafter form a part hereof, for one or more of the following purposes:

- (a) to mortgage, pledge, convey, transfer or assign to the Trustee, and to subject to the lien of this Indenture, with the same force and effect as though included in the Granting Clauses hereof, additional properties hereafter acquired by the Company, whether through consolidation or merger or by purchase or otherwise, and to correct or amplify the description of any properties at any time subject to the lien of this Indenture;
- (b) to add to the conditions, limitations and restrictions on the authorized amount, terms, provisions, purposes of issue, authentication and delivery of Bonds or of any series of Bonds, as

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herein set forth, other conditions, limitations and restrictions there-
after to be observed;

(c) to add to the covenants and agreements of the Company in this Indenture contained, other covenants and agreements there-
after to be observed by the Company although the freedom of
action of the Company may be materially restricted thereby, or to
add to the defaults specified in Section 12.01 other defaults or to
surrender any right or power herein reserved to or conferred upon
the Company;

(d) to provide for the creation of any series of Bonds (other
than Bonds of the 1983 Series), designating the series to be created
and specifying the form and provisions of the Bonds of such series
as hereinbefore provided or permitted;

(e) to provide the terms and conditions of the exchange at the
option of the holders of Bonds of one series for Bonds of another
or other series, or of the exchange at the option of the holders of
Bonds of one denomination or kind for Bonds of another denomina-
tion or kind, of the same series;

(f) to provide that the principal of the Bonds of any series
may be converted at the option of the holders into capital stock,
bonds and/or other securities, and the terms and conditions of such
conversion;

(g) to change, alter, modify, vary or eliminate any of the
terms, provisions, restrictions or conditions of this Indenture;
provided, however, that any such changes, alterations, modifica-
tions, variations or eliminations made in a supplemental inden-
ture pursuant to this Clause which would adversely affect or dimin-
ish the rights of the holders of any Bonds then outstanding against
the Company or its property shall be expressly stated in such
supplemental indenture to become effective only when all the Bonds
of any series established prior to the execution of any such suppl-
emental indenture shall cease to be outstanding; *provided, further,*
that such supplemental indenture shall be specifically referred to
in the text of all Bonds of any series established after the execution
of such supplemental indenture; *provided, further,* that the Trustee

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may, in its uncontrolled discretion, decline to enter into any such supplemental indenture which, in its opinion, may not afford adequate protection to the Trustee when the same shall become operative;

(h) to evidence the succession of another corporation to the Company, or successive successions, and the assumption by a successor corporation of the covenants and obligations of the Company in the Bonds and in this Indenture contained or subject to the lien of this Indenture any properties owned by it; and

(i) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to matters or questions arising under this Indenture, as the Board of Directors of the Company may deem necessary or desirable and not inconsistent with the intent of this Indenture and which shall not adversely affect the interests of the holders of the Bonds.

Any supplemental indenture authorized by the provisions of this Section may be executed by the Company and the Trustee without the consent of the holders of any of the Bonds at the time outstanding, notwithstanding any of the provisions of Section 18.02.

Section 18.02. With the consent of the holders of not less than sixty-six and two-thirds percentum (66 $\frac{2}{3}$ %) in principal amount of the Bonds at the time outstanding or their attorneys-in-fact duly authorized, including the consent of the holders of not less than sixty-six and two-thirds percentum (66 $\frac{2}{3}$ %) in principal amount of the Bonds at the time outstanding of each series the rights of the holders of which are affected, the Company, when authorized by a resolution of the Board, and the Trustee may from time to time and at any time enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of any supplemental indenture or modifying the rights and obligations of the Company and the rights of the holders of any of the Bonds and coupons; provided, however, that no such supplemental indenture shall (1) extend the maturity of any of

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the Bonds or reduce the rate or extend the time of payment of interest thereon, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the holder of each Bond so affected, or (2) permit the creation of any lien, not otherwise permitted, prior to or on a parity with the lien of this Indenture, or alter the equal and proportionate security afforded by the lien of this Indenture for the Bonds issued hereunder, without the consent of the holders of all Bonds then outstanding, or (3) reduce the percentage or number of holders of Bonds required to approve any such supplemental indenture, without the consent of the holders of all the Bonds then outstanding. The Trustee may in its discretion determine whether or not Bonds of any particular series would be affected by any supplemental indenture and any such determination shall be conclusive upon the holders of Bonds of such series and all other series. Subject to the provisions of Sections 15.02 and 15.03, the Trustee shall not be liable for any determination made in good faith in connection herewith.

Upon the written request of the Company, accompanied by a resolution of the Board authorizing the execution of any such supplemental indenture, and upon the filing with the Trustee of evidence of the consent of Bondholders as aforesaid, the Trustee shall join with the Company in the execution of such supplemental indenture unless such supplemental indenture affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion but shall not be obligated to enter into such supplemental indenture.

It shall not be necessary for the consent of the Bondholders under this Section to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof.

Promptly after the execution by the Company and the Trustee of any supplemental indenture pursuant to the provisions of this Section 18.02, the Company shall comply with the provisions of Section 9.05 and shall publish a notice, setting forth in general terms the substance of such supplemental indenture, in each city in which the principal of any of the Bonds shall be payable, such publication to be in the manner provided in Section 2.11, except that only one such publication shall be

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required. Any failure of the Company to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

Section 18.03. Upon the execution of any supplemental indenture pursuant to the provisions of this Article, this Indenture shall be and be deemed to be modified and amended in accordance therewith and the respective rights, duties and obligations under this Indenture of the Company, the Trustee and all holders of Bonds outstanding thereunder shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 18.04. Subject to the provisions of Sections 15.02 and 15.03, the Trustee may receive an opinion of counsel as conclusive evidence that any supplemental indenture executed pursuant to the provisions of this Article complies with the requirements of this Article.

Section 18.05. Bonds authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article may bear a notation in form approved by the Trustee as to any matter provided for in such supplemental indenture. If such supplemental indenture shall so provide, new Bonds, so modified as to conform, in the opinion of the Trustee and the Board of Directors of the Company, to any modification of this Indenture contained in any such supplemental indenture, may be prepared by the Company, authenticated by the Trustee and delivered without cost to the holders of Bonds then outstanding, upon surrender of such Bonds with all unmatured coupons and all matured coupons not fully paid, in equal aggregate principal amounts.

Section 18.06. Any supplemental indenture executed pursuant to the provisions of this Article shall contain provisions conforming to the Trust Indenture Act of 1939, as then in force.

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ARTICLE NINETEEN

Sundry Provisions.

SECTION 19.01. All the covenants, stipulations, promises and agreements in this Indenture contained, by or on behalf of the Company or the Trustee, shall bind and inure to the benefit of their successors and assigns, whether so expressed or not.

SECTION 19.02. Nothing in this Indenture expressed or implied is intended or shall be construed to give to any person other than the Company, the Trustee and the holders of the Bonds and coupons issued hereunder any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision herein or in the Bonds contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Company, the Trustee and the holders of the Bonds and coupons issued hereunder.

SECTION 19.03. All parties to this Indenture agree, and each holder of any Bond by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken or omitted by it as such Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section shall not apply to any suit instituted by the Trustee, to any suit instituted by any Bondholder, or group of Bondholders, holding in the aggregate more than 10% in principal amount of the Bonds outstanding, or to any suit instituted by any Bondholder for the enforcement of the payment of the principal of or interest on any Bond, on or after the respective dates when the same shall have become due by redemption or otherwise.

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Section 19.04. If and to the extent that any provision of this Indenture limits, qualifies, or conflicts with another provision of this Indenture which is required to be included herein by any of Sections 310 to 317 inclusive of the Trust Indenture Act of 1939, such required provision of this Indenture shall control.

Section 19.05. Unless inconsistent with the context, whenever reference is made in this Indenture to the Trust Indenture Act of 1939, reference is made to such Act as it was in force on the date of execution of this Indenture.

Section 19.06. In case any one or more of the provisions contained in this Indenture or in the Bonds or coupons shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Indenture, but this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 19.07. The titles of Articles and Sections, the Table of Contents, Index of Defined Terms, and any wording on the cover of this Indenture are inserted for convenience only and are not a part hereof.

Section 19.08. In order to facilitate the recording or filing of this Indenture, the same may be simultaneously executed in several counterparts and each shall be deemed to be an original and such counterparts shall together constitute but one and the same instrument.

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ARTICLE TWENTY.

In the descriptions hereinafter set forth in this Article Twenty the Company is sometimes referred to as the mortgagor, the Company and Fall River Electric Light Company.

A.

SCHEDULE OF MORTGAGED PROPERTIES

1.

HARTWELL STREET SUB-STATION AND STOREHOUSES.

Those certain parcels of land with the buildings thereon situated in Fall River on the easterly side of Hartwell Street, specifically described in various parcels as follows:

PARCEL A. Bounded westerly ninety-nine and 33/100 (99.33) feet by Hartwell Street; northerly by land of the mortgagor (Parcel B herein) about one hundred forty-six (146) feet; easterly by the Quequechan River about one hundred twenty-five and 70/100 (125.70) feet, and southerly by land believed to be of the Fall River Laundry Company about one hundred ninety-four (194) feet, and containing sixty seven and 50/100 (67.50) rods of land more or less.

Being the land however otherwise described conveyed to the mortgagor by deed of Caroline A. Estes et al dated March 13, 1923, and recorded with Bristol County Fall River District Registry of Deeds, Book 311, Page 103.

PARCEL B. Bounded and described as follows: Beginning at the southwest corner of the lot to be described at the northwest corner of land formerly of John H. Estes and now of the mortgagor (Parcel A herein) on the east side of Hartwell Street; thence running easterly by last named land about one hundred forty-four (144) feet to a copper bolt; thence continuing easterly to the Quequechan River. Then returning to the point of beginning and running northerly by Hartwell Street sixty and 64/100 (60.64) feet to a stone post; thence making an exterior

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angle of 179° 30' 50" and continuing northerly by said street thirty-seven and 84/100 (37.84) feet to a stone bound and land of the mortgagor (Parcel F herein); thence running easterly by last named land and through the middle of a stone and mortar wall about one hundred thirty-five (135) feet and continuing easterly to the Quequochean River; thence running by the Quequochean River southerly to meet the line first described; containing forty-four and 75/100 (44.75) square rods, more or less; subject, nevertheless, to any rights of flowage of the Watuppa Reservoir Company.

Being the same premises however otherwise described conveyed to the mortgagor by deed of Arcillia E. Green et al dated Jan. 14, 1913, and recorded in Bristol County Fall River District Registry of Deeds, Book 175, Pages 382-3.

Parcel C. Bounded and described as follows: Beginning at the southwesterly corner thereof, at a point in the northerly line of land of the mortgagor (Parcel D herein) ninety and 25/100 (90.25) feet easterly from the easterly line of Hartwell Street; thence running northerly twenty and 69/100 (20.69) feet to a drill hole at the southwesterly corner of land formerly of John D. Flint; thence running easterly by last named land, passing through a drill hole in a rock, sixty-three and 97/100 (63.97) feet easterly from the drill hole above named, to the pond or stream; thence running southerly by said pond or stream to other land of the mortgagor (Parcel D herein); thence westerly by last named land to the point of beginning, containing four and 72/100 (4.72) square rods, more or less; subject, nevertheless, to any rights of flowage of the Watuppa Reservoir Company.

Being the same premises, however otherwise described, conveyed to the mortgagor by deed of Quinlan Leary dated Nov. 9, 1899, and recorded in Bristol County Fall River District Registry of Deeds, Book 69, Pages 129-130.

Together with the right to use for itself, its servants and agents and its successors and assigns, a way or passage between Hartwell Street and the above described premises in common with Quinlan Leary, his heirs and assigns, partly across land formerly of the said Quinlan Leary and partly across other land of the mortgagor (Parcel D herein), as more particularly described in a mutual deed and agreement between the said Quinlan Leary and the mortgagor dated October 31, 1899, and

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recorded in Bristol County Fall River District Registry of Deeds, Book 69, Page 99.

Parcel D. Bounded and described as follows: Beginning at the northwesterly corner of other land of the mortgagor (Parcel E herein) at a point in the easterly line of Hartwell Street; thence running northerly by the easterly line of Hartwell Street twenty-one and 975/1000 (21.975) feet to land formerly of Quinlan Leary; thence running easterly by last named land at an exterior angle of 91° 36' 10" with said easterly line of Hartwell Street to the Quequechan River; thence running southerly by said river to other land of the mortgagor (Parcel E herein); thence running westerly by last named land to the point of beginning, containing eleven and 81/100 (11.81) square rods, more or less; subject, however, to any existing rights of flowage of the Watuppa Reservoir Company, and also to a right of way acquired by Quinlan Leary, his heirs and assigns, by virtue of an agreement between said Leary and the mortgagor dated October 31, 1899, and recorded in Bristol County Fall River District Registry of Deeds, Book 69, Page 99.

Being the same premises, however otherwise described, conveyed to the mortgagor by deed of Frederick O. Dodge dated Sept. 7, 1899, and recorded in Bristol County Fall River District Registry of Deeds, Book 69, Pages 485-486.

Parcel E. Bounded and described as follows: Beginning at the southwest corner of said tract and at the northwest corner of other land belonging to the mortgagor (Parcel G herein) on the easterly side of Hartwell Street; thence running easterly by said last named land to the Quequechan River; thence running northerly by the Quequechan River to land of the mortgagor (Parcel D herein); thence running westerly by said last named land to Hartwell Street; thence running southerly by said Hartwell Street to the place of beginning; subject, nevertheless, to any rights of flowage of the Watuppa Reservoir Company.

Being the same premises, however otherwise described, conveyed to the mortgagor by the Edison Electric Illuminating Co. of Fall River, Mass., dated July 6, 1896, and recorded in Bristol County Fall River District Registry of Deeds, Book 42, Pages 211-212.

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Parcel F. Bounded and described as follows: Beginning at a point one foot north of a stone post in the easterly line of Hartwell Street; thence north 2-3/4° west in the easterly line of said street three (3) rods and one (1) foot to land formerly of Joshua Remington, deceased, and now of the mortgagor (Parcel G herein); thence easterly by said last named land and at right angles with said street to the channel of the Fall River stream; thence by said channel three (3) rods and one (1) foot to the center of a stone and mortar wall and thence by the center of said wall and fence to the point of beginning; containing twenty-seven (27) rods of land, more or less; subject, nevertheless, to any rights of flowage of the Watuppa Reservoir Company.

Being the same premises conveyed to the mortgagor by deed of Owen Durfee dated Jan. 1, 1889, recorded in Bristol County North District Registry of Deeds, Book 469, Pages 5 and 6.

Parcel G. Bounded and described as follows: Beginning at the northwesterly corner thereof on the easterly line of Hartwell Street at the southwestly corner of land formerly of the Edison Electric Illuminating Company of Fall River, Mass., and now of the mortgagor (Parcel E herein); thence southerly by said street fifty (50) feet, or to land formerly of William A. Burt and now of the mortgagor (Parcel F herein); and thence running easterly by last named land to the Fall River stream, and as much farther as our land extends in that direction; thence running northerly by said stream to land formerly of Edison Electric Illuminating Company of Fall River, Mass., now of the mortgagor (Parcel E herein); thence westerly by said last named land to the point of beginning; containing nineteen and 1/2 (19-1/2) rods of land, more or less; subject, nevertheless, to any rights of flowage of the Watuppa Reservoir Company.

Being the same premises conveyed to the mortgagor by deed of Frederick O. Dodge dated April 17, 1888, and recorded in Bristol County North District Registry of Deeds, Book 459, Pages 379-380.

II.

HATHAWAY STREET GENERATING STATION.

A certain parcel of land with the buildings thereon situated on the westerly side of Davol Street, in said Fall River, and bounded and described as follows:

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Beginning at a point in the westerly line of Davol Street forty (40) feet southerly from the southwesterly corner of Davol Street and President Avenue and at the southeasterly corner of land now or formerly of Marie L. Benjamin et al; thence running westerly by last named land one hundred thirty-six and 12/100 (136.12) feet; thence making an interior angle of $96^{\circ} 1' 30''$ and running northerly by last named land forty (40) feet to President Avenue; thence running westerly by President Avenue two hundred ninety-nine and 98/100 (299.98) feet to land of the Bowenville Coal Company; thence making an interior angle of $74^{\circ} 17' 30''$ and running southerly by last named land thirty-one and 18/100 (31.18) feet; thence making an interior angle of $74^{\circ} 17' 30''$ and running westerly by last named land about four hundred seventy-five (475) feet to Taunton River or Mt. Hope Bay; thence running in various courses by Taunton River or Mt. Hope Bay to Taylor Street; thence running easterly by Taylor Street to land now or formerly of Asa Eggleston; thence running northerly by last named land sixty-eight and 50/100 (68.50) feet, more or less; thence running easterly by last named land fifteen and 87/100 (15.87) feet to land of parties unknown; thence running northerly by last named land one hundred forty-two (142) feet to a stone bound on the southerly side of Hathaway Street four hundred sixty-four and 72/100 (464.72) feet west from the southwest corner of Davol and Hathaway Streets; thence running westerly by Hathaway Street six and 5/100 (6.05) feet; thence running northerly across Hathaway Street thirty (30) feet to the northerly line of Hathaway Street at the southwesterly corner of land now or formerly of Mary W. Cummings; thence continuing northerly by said Cummings land one hundred eighty-three feet eleven inches ($183^{\circ} 11''$); thence running easterly by said Cummings land thirty-six and 92/100 (36.92) feet; thence making an interior angle of $179^{\circ} 17' 50''$ and continuing easterly two hundred seventeen and 83/100 (217.83) feet to land formerly of the Old Colony Breweries Company; thence making an interior angle of $84^{\circ} 4' 10''$ and running northerly by last named land eighty (80) feet; thence making an exterior angle of $84^{\circ} 4' 10''$ and running easterly by last named land one hundred seventy-four and 25/100 (174.25) feet to Davol Street; and thence running northerly by Davol Street three hundred twenty-one and 42/100 (321.42) feet to the point of beginning. Together with all wharves and piers and all buildings, elevators, pipes, machinery and other structures upon said premises, and all rights to

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build, fill or construct as riparian owners which may now exist or which may be hereafter acquired, but subject in all cases to the limitations and restrictions of public authority with regard thereto. Containing in total area above mean high water mark about twelve and 68/100 (12.68) acres.

Reference for source of title is made to the following deeds to the Fall River Electric Light Company:

1. Deed of David M. Anthony dated Dec. 12, 1904, recorded in Bristol County Fall River District Registry of Deeds, Book 115, Page 20.

2. Deed of Alice W. Morse et al dated Sept. 15, 1917, recorded in Bristol County Fall River District Registry of Deeds, Book 236, Pages 266-267.

3. Deed of James A. Deering, Jr., dated July 6, 1917, recorded in Bristol County Fall River District Registry of Deeds, Book 233, Page 138.

4. Deed of Mary A. Borden dated September 2, 1913, recorded in Bristol County Fall River District Registry of Deeds, Book 186, Pages 294-5.

5. Rights acquired by virtue of a vote of the Board of Aldermen of the City of Fall River at a regular meeting Dec. 2, 1918, discontinuing the westerly portion of Hathaway Street, as recorded in the records of said meeting at the Clerk's Office of the City of Fall River.

6. Deed of Everett N. Slade, administrator c. t. a. dated Feb. 28, 1921, and recorded in Bristol County Fall River District Registry of Deeds, Book 282, Page 24.

7 (a). Deed of George P. Hall et al dated Oct. 8, 1919, and recorded in Bristol County Fall River District Registry of Deeds, Book 251, Pages 443-445.

7 (b). Deed of Annie L. Hall, Guardian, dated Oct. 8, 1919, and recorded in Bristol County Fall River District Registry of Deeds, Book 251, Pages 445-447.

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III.

LAWRENCE STREET POLE LOT.

A certain parcel of land situated between Lawrence and Manchester Streets, in said Fall River, and bounded and described as follows: Beginning at the southerly corner thereof at a point in the northwesterly line of Lawrence Street one hundred (100) feet north-easterly from the corner of Lawrence and Nashua Streets; thence running northwesterly parallel with Nashua Street two hundred (200) feet to Manchester Street; thence running northeasterly by Manchester Street one hundred (100) feet; thence running southeasterly parallel with Nashua Street two hundred (200) feet to Lawrence Street; and thence running southwestery by Lawrence Street one hundred (100) feet to the point of beginning, containing seventy-three and 46/100 (73.46) square rods, more or less.

Being the same premises conveyed to Fall River Electric Light Company by deed of the Richard Borden Manufacturing Company dated September 30, 1915, and recorded in Bristol County Fall River District Registry of Deeds, Book 210, Pages 206-7.

IV.

JENCKS STREET SUBSTATION.

A certain parcel of land in said Fall River situated on the west-erly side of Jencks Street, bounded and described as follows: Begin-ning at a stake in the westerly line of said Jencks Street; thence running westerly at right angles with said westerly line of Jencks Street eighty (80) feet by land now or formerly of Absolom Satchliffe to a corner; thence running southerly sixty-two and 25/100 (62.25) feet to a corner; thence running easterly eighty (80) feet to said Jencks Street; thence running northerly in the westerly line of said Jencks Street sixty-two and 25/100 (62.25) feet to the place of begin-ning. Containing eighteen and 29/100 (18.29) square rods of land, more or less.

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Being the same premises conveyed to Fall River Electric Light Company by deed of Everett N. Slade dated April 15, 1906, and recorded in Bristol County Fall River District Registry of Deeds, Book 349, Page 181.

V.

FOURTH AND FIFTH STREETS, FALL RIVER—GARAGE.

Two certain parcels of land with the buildings thereon situated on the easterly side of Fourth Street and the westerly side of Fifth Street in said Fall River, bounded and described as follows:

1. Situated on the easterly side of Fourth Street in said Fall River, beginning at the southwest corner of a lot now or formerly of Cook Borden, and running thence northerly in the easterly line of Fourth Street six (6) rods; thence easterly at right angles by land now or formerly of the Fall River Iron Works Company six (6) rods to a stake; thence southerly by the Second Parcel hereinafter described formerly owned by the Troy Cotton & Woollen Manufactory six (6) rods to a stake; thence at right angles by said land now or formerly of Cook Borden six (6) rods westerly to the point of beginning, containing thirty-five and 833/1000 (35.833) square rods of land, more or less.

2. Situated on the westerly side of Fifth Street, in said Fall River, beginning at a point in the westerly line of Fifth Street ninety-two (92) feet southerly from the corner of Fifth and Borden Streets; thence running westerly parallel with Borden Street forty-six (46) feet; thence running southerly parallel with Fifth Street seven (7) feet; thence again westerly parallel with Borden Street Fifty-three (53) feet to the First Parcel hereinabove described formerly owned by William Y. McMullen; thence running southerly by said last named land ninety-nine (99) feet to land now or formerly of Michael Powers; thence running easterly by said last named land ninety-nine (99) feet to Fifth Street; thence running northerly by said Fifth Street one hundred six (106) feet to the point of beginning, containing thirty-seven and 182/1000 (37.182) square rods of land, more or less.

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Being the same premises conveyed to Fall River Electric Light Company by deed of William J. Dunn dated March 1, 1928, recorded in Bristol County Fall River District Registry of Deeds, Book 355, Page 429.

VI.

DWELLY AND FENNER STREETS, FALL RIVER, GLOSS SUBSTATION.

PARCEL 1. A certain parcel of land situated at the northwesterly corner of Dwelly and Fenner Streets, Fall River, bounded and described as follows: Southerly by Dwelly Street, sixty-two and 64/100 feet; easterly by Fenner Street, one hundred nine feet; northerly by land of parties unknown sixty-two and 64/100 feet; and westerly by land of parties unknown, one hundred nine feet; containing twenty-five and 79/1000 square rods, more or less.

Being the same premises conveyed to Fall River Electric Light Company by deed of Annie L. Hall dated November 1, 1923, recorded in Bristol County Fall River District Registry of Deeds, Book 380, Page 463.

PARCEL 2. A certain parcel of land situated on the northerly side of Dwelly Street, Fall River, bounded and described as follows: Beginning at the southeasterly corner of the lot at a point on the northerly side of Dwelly Street sixty-two and 64/100 (62.64) feet westerly from the northwesterly corner of Dwelly and Fenner Streets; thence running northerly one hundred nine (109) feet to a corner; thence turning a right angle and running westerly fifty (50) feet to land now or formerly of Timothy Denchey; thence turning a right angle and running southerly by said last named land fifty (50) feet to a corner; thence turning a right angle and running westerly twelve and 64/100 (12.64) feet to a corner; thence turning a right angle and running southerly to Dwelly Street fifty-nine (59) feet; thence easterly by said Dwelly Street sixty-two and 64/100 (62.64) feet to the point of beginning; containing twenty-three and 469/1000 (23.469) square rods of land, more or less.

Being the same premises conveyed to Fall River Electric Light Company by deed of Timothy Denchey dated November 8, 1929,

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recorded in Bristol County Fall River District Registry of Deeds, Book 381, Page 298.

PARCEL 3. A certain parcel of land situated northerly from Dwelly Street in said Fall River, and shown shaded on a plan entitled "New England Power Service Company, part of New England electric system, Boston, Mass., Fall River Electric Light Company Plan of Land to be conveyed by Elizabeth A. Denchey et al, Fall River, Mass., Scale—1" equals 20', dated Oct. 27, 1948, L-4070," a copy of which plan is attached to the original deed and to which reference is hereby made, said parcel of land being bounded as follows: Northerly by land now or formerly of Elizabeth A. Denchey et al twelve and 64/100 (12.64) feet; easterly by land of Fall River Electric Light Company fifty (50) feet; southerly by land of Fall River Electric Light Company twelve and 64/100 (12.64) feet; and westerly by land now or formerly of Elizabeth A. Denchey et al fifty (50) feet; containing six hundred thirty-two (632) feet.

Being the same premises conveyed to Fall River Electric Light Company by deed of Elizabeth A. Denchey and John F. Denchey dated November 2, 1948, and recorded in Bristol County Fall River District Registry of Deeds, Book 505, Page 138.

VII.

NORTH MAIN STREET, FALL RIVER, OFFICE BUILDING.

1. A certain parcel of land with the buildings thereon situated on the easterly side of North Main Street, Fall River, bounded and described as follows: Beginning at the southwesterly corner of the land at the point of intersection of the easterly line of North Main Street and the center line of the north wall of the Fall River Five Cents Savings Bank Building, hereby designated as a party wall, which point of beginning is fifty-seven and 28/100 (57.28) feet northerly measured along the east line of North Main Street from the northeast corner of said North Main Street and Bank Street; thence running northerly by North Main Street thirty-seven and 15/100 (37.15) feet to the intersection of the line of North Main Street with the center line

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of a party wall, being the boundary line established by agreement between the Fall River Five Cents Savings Bank and Caroline A. Gee et al dated April 29, 1907, and recorded with Bristol County Fall River District Registry of Deeds, Book 127, Page 318; thence running easterly along said boundary thus established by said Gee land one hundred thirteen and 27/100 (113.27) feet to the easterly end of said party wall and land of Masonic Hall Association; thence running southerly nineteen and 78/100 (19.78) feet by land of Masonic Hall Association to a brass bolt in the southwest corner of said Association's Music Hall Building; thence running westerly thirty-five and 82/100 (35.82) feet to a brass bolt set in the pavement; thence running southerly seventeen and 90/100 (17.90) feet to another brass bolt set in the pavement; thence making an interior angle of ninety degrees (90°) and running westerly fourteen (14) feet to a brass bolt set in the face of the east wall of the building now on the granted premises; thence running southerly by the face of said wall seven and 67/100 (7.67) feet to the center line of the north wall of the Fall River Five Cents Savings Bank building; thence running westerly along the center line of said north wall sixty-three and 24/100 (63.24) feet to North Main Street and the point of beginning; containing forty-two hundred forty-five and 471/1000 (4245.471) square feet of land, more or less.

Reference may be had to a plan filed in the Bristol County Fall River District Registry of Deeds, entitled "Plan of a part of land belonging to Fall River Five Cents Savings Bank situated in Fall River, Mass., E. M. Corbett, Engineer, February 15, 1928."

Being the same premises conveyed to Fall River Electric Light Company by deed of Fall River Five Cents Savings Bank dated July 25, 1928, recorded in Bristol County Fall River District Registry of Deeds, Book 308, Pages 452-454; subject, however, to and with the benefit of all rights and agreements therein contained.

2. A certain parcel of land situated in said Fall River with the buildings thereon, being a strip of land in the rear of property of the Fall River Electric Light Company at 85 North Main Street upon which said Fall River Electric Light Company has erected a portion of its building, and more particularly described as follows: Beginning at a brass bolt at the southwesterly corner of land of the Masonic

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Hall Association and at the southeasterly corner of land of the mortgagor heretofore conveyed to it by Fall River Five Cents Savings Bank; thence running southerly in an extension of the easterly line of the mortgagor's land 38/100ths of a foot to the southeasterly corner of mortgagor's building; thence running westerly by the south face of the foundation wall of the mortgagor's building thirty-five and 75/100 (35.75) feet to a drill hole in the easterly foundation wall of the front portion of mortgagor's building; thence running northerly 38/100ths of a foot to the southerly line of land now owned by the mortgagor above referred to; thence running easterly by said land of the mortgagor thirty-five and 76/100 (35.76) feet to the brass bolt and the point of beginning; containing thirteen and 58/100 (13.58) square feet, more or less.

Being the same premises conveyed to Fall River Electric Light Company by deed of Fall River Five Cents Savings Bank dated July 24, 1931, recorded in Bristol County Fall River District Registry of Deeds, Book 389, Page 405.

VIII.

JEFFERSON STREET, FALL RIVER, SUBSTATION.

A certain parcel of land situated on the westerly side of Jefferson Street, Fall River, bounded and described as follows: Beginning at a stake on the westerly side of Jefferson Street eighty-eight and no/100 (88.00) feet northerly from the northwest corner formed by the intersection of Oman and Jefferson Streets; thence running westerly by land now or formerly of Oscar A. Boyer et ux one hundred twenty-two and 67/100 (122.67) feet to a stake for a corner; thence running southerly eighty-eight and no/100 (88.00) feet to a stake in the northerly side of Oman Street for a corner; thence running easterly one hundred twenty-one and 44/100 (121.44) feet by the northerly side of Oman Street to a stake for a corner; thence running northerly by the westerly side of Jefferson Street eighty-eight and no/100 (88.00) feet to the point of beginning; containing thirty-nine and 447/1000 (39.447) square rods of land, more or less.

Being the same premises conveyed to the Fall River Electric Light Company by deed of Oscar A. Boyer and Antonia L. Boyer

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dated March 25, 1932, and recorded in Bristol County Fall River District Registry of Deeds, Book 559, Page 345.

For further reference, see Sketch of Land Surveyed for Oscar A. Boyer, Fall River, Mass. by Leo W. Grenier, registered land surveyor, dated Mar. 19, 1932, recorded in Bristol County Fall River District Registry of Deeds. Said premises herein described are the southerly portion set out on said Sketch.

IX.

TENTH STREET, FALL RIVER, SUBDIVISION.

The land in Fall River, bounded and described as follows: Beginning at the northeast corner of the lot to be conveyed, and at a copper bolt in the sidewalk on the west side of Tenth Street at a point one hundred five and 61/100 (105.61) feet south of the southwest corner of Bedford and Tenth Streets; thence running southerly along the west side of Tenth Street seventy-five (75) feet to a drill hole in the sidewalk; thence making an angle of ninety degrees (90°) and running westerly sixty-seven and 29/100 (67.29) feet to a stake which is 29/100 (.29) of a foot east of a copper bolt in a retaining wall; thence making an angle of ninety-three degrees, sixteen minutes (93°16') and running northerly seventy-five and 12/100 (75.12) feet to a stake which is 17/100 (.17) of a foot east of a copper bolt in a retaining wall; thence making an angle of eighty-six degrees, forty-four minutes (86°44') and running easterly seventy-one and 57/100 (71.57) feet to the point of beginning; containing five thousand two hundred seven (5,207) square feet of land.

Being the same premises conveyed to the Fall River Electric Light Company by deed of Webb Oil Co. dated May 10, 1931, and recorded in Bristol County Fall River District Registry of Deeds, Book 541, Page 272.

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X.

RIVERSIDE AVENUE, SOMERSET, SUBSTATION.

A certain parcel of land situated in the Town of Somerset, on the westerly side of Riverside Avenue, and bounded and described as follows: Beginning at the southerly corner of the lot to be described at a stone bound set in the westerly line of Riverside Avenue sixty-nine and 21/100 (69.21) feet northerly from a State highway bound; thence running northwesterly at an interior angle of sixty-eight degrees thirty-seven minutes (68°37') with the westerly line of Riverside Avenue sixty (60) feet; thence running northeasterly parallel with Riverside Avenue twenty-five (25) feet; thence running southeasterly parallel with the line first described sixty (60) feet to Riverside Avenue; and thence running southwesterly by Riverside Avenue twenty-five (25) feet to the point of beginning; containing five and 13/100 (5.13) rods of land, more or less.

Being the same premises conveyed to the Fall River Electric Light Company by deed of Josephine A. Chace dated April 9, 1910, recorded in Bristol County Fall River District Registry of Deeds, Book 184, Page 131.

XI.

GRAND ARMY HIGHWAY, SWANSEA, SUBSTATION.

A certain parcel of land situated on the north side of the main highway leading from Fall River, Mass., to Providence, R. I., also called the Grand Army Highway, bounded and described as follows: situated in Swansea: Beginning at a bound at the southwesterly corner of the land to be conveyed, said bound being about one hundred fifty-nine and 30/100 (159.30) feet easterly from a Massachusetts highway bound set in the northerly line of said Grand Army Highway as shown on plan of land hereinafter referred to, and being about two hundred ninety-eight and 30/100 (298.30) feet easterly from a wall at the southwest corner of land now or formerly of Maria Partada, in the northerly line of said highway; thence running northerly one

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hundred (100) feet to a bound for a corner; thence forming a ninety degree (90°) angle, running easterly one hundred thirty (130) feet to a bound for a corner; thence forming a ninety degree (90°) angle, running southerly one hundred (100) feet to a bound in the northerly line of said highway; thence running westerly in the northerly line of said highway one hundred thirty and 66/100 (130.66) feet to the point of beginning; containing approximately thirteen thousand one hundred seventy (13,170) square feet of land, more or less.

Being the same premises conveyed to the Fall River Electric Light Company by deed of Maria Furtado dated March 7, 1931, and recorded in Bristol County Fall River District Registry of Deeds, Book 538, Page 238.

For further reference, see plan of land belonging to Maria Furtado located in Swansea, Massachusetts, made by Leo W. Grenier, Reg. L.S., dated February 23, 1951, and recorded in Bristol County Fall River District Registry of Deeds.

XII.

STATE HIGHWAY, DIGHTON, SUBSTATION.

A certain parcel of land in Dighton situated on the westerly side of the State Highway known as Route 138, leading from Fall River to Taunton, and bounded and described, according to a plan hereinafter mentioned, as follows: Beginning at the southeasterly corner of the premises at a point on the west line of said State Highway, which point is sixteen (16) feet northerly, measured along the west line of said State Highway, from a State Highway monument marked Sta 40+ 36.72, and at land now or formerly of Arnold, Hoffman & Co., Incorporated; thence running at an angle of 90° from said State Highway, N. 70° 17' 29" W., thirty-nine (39) feet to a point at other land now or formerly of said Arnold, Hoffman & Co., Incorporated, which point is ten (10) feet easterly from the railroad siding, measured along an extension of this course; thence turning an interior angle of 101° 30' and running N. 8° 03' 31" W. by a line parallel to said railroad siding, one hundred twenty-one and 6/10 (121.6) feet, to a point at

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other land now or formerly of said Arnold, Hoffman & Co., Incorporated; thence turning an interior angle of 78° 24' and running S. 70° 17' 29" E. to a point on the west line of said State Highway, the last three courses and distances being by other land now or formerly of said Arnold, Hoffman & Co., Incorporated; thence turning an interior angle of 90° and running S. 19° 42' 31" W. one hundred nineteen (119) feet by said State Highway to the place of beginning; containing six thousand one hundred twenty-eight (6,128) square feet, more or less, and being shown on a plan entitled: "New England Power Service Company Boston, Mass. Plan of Land in Dighton, Massachusetts Conveyed by Arnold Hoffman & Co., Inc. to Fall River Electric Light Co. Scale 1"=20' Date Aug 1, 1947 L-2812," a copy of which plan is attached to the original deed and made a part thereof, and to which reference is hereby made.

Being the same premises conveyed to the Fall River Electric Light Company by deed of Arnold, Hoffman & Co., Incorporated, dated September 3, 1947, and recorded in Bristol County North District Registry of Deeds, Book 932, Page 35.

XIII.

FALL RIVER, MASSACHUSETTS.

The property and interests in property (all situated in the City of Fall River, Massachusetts) which were acquired by Fall River Electric Light Company by the following instruments (conveying rights of way unless otherwise indicated):

Grantee	Date	Recorded		Location
		Bristol County Fall River District Deeds	Book	
1. Watuppa Reservoir Company (Flowage)	June 14, 1926	349	338	Near Hartwell St.
2. Sophia Robbison et al.	Aug. 30, 1932	396	360	Jesse St.
3. Hans M. Hagensen	Aug. 17, 1932	396	361	Jesse St.
4. Albert G. Winward et ut.	Aug. 24, 1932	396	359	Jesse St.

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5. James E. McCreery et al.....	Aug. 25, 1932	396	363	Jesse St.
6. Harry W. Jeff et al.....	Dec. 19, 1932	396	358	Jesse St.
7. Ota Seabury Cook, Attorney.....	Dec. 19, 1932	396	359	Jesse St.
8. Union Realty Corporation.....	Aug. 29, 1932	396	357	Jesse St.
9. Harbor and Land Commis- sioners (License).....	May 2, 1936	124	235	
10. Department of Public Works —Division of Waterways and Public Lands (License)	June 28, 1920	260	247	
11. Pleasant Street Realty Com- pany.....	June 30, 1936	418	181	Plymouth Ave.
12. Mason Furniture Company.....	Aug. 13, 1936	414	542	Bedman St.
13. Pleasant Street Realty Com- pany.....	Apr. 29, 1937	421	175	
14. David A. Chavenson et ux.....	May 4, 1937	420	441	Anawan St.
15. Crescent Realty, Inc.....	Aug. 11, 1937	423	438	Globe Mills Ave.
16. A. H. Leeming and Sons, Inc.	Oct. 26, 1937	427	135	High St.
17. New York, New Haven & Hartford Railroad Company (Lease).....	Dec. 6, 1937			Penn St.
18. City of Fall River.....	Feb. 25, 1938	429	184	Penn St.
19. George O. Lynn et ux.....	Jan. 27, 1938	429	134	Penn St.
20. Norman B. Destromps et ux.....	Jan. 27, 1938	429	135	Penn St.
21. Elise Paquin.....	Jan. 27, 1938	429	136	Penn St.
22. Victor Dismas et ux.....	Jan. 24, 1938	429	136	Penn St.
23. Clara McGlynn et al.....	Jan. 27, 1938	429	137	Penn St.
24. Odille Clairmont.....	Jan. 27, 1938	429	137	Penn St.
25. Firestone Rubber & Latex Products Company.....	Mar. 21, 1938	430	62	Ferry & Water Sta.
26. Crescent Realty, Inc.....	May 11, 1938	429	294	Draper Ave.
27. Crescent Realty, Inc. (Trans- former Structure Easement)	Sept. 6, 1939	439	197	Globe Mills Ave.

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Grantee	Date	Recorded		Location
		Frisco County Fall River District Deeds Book	Page	
28. Alice S. Taylor.....	Oct. 11, 1940	444	446	Near Langley St.
29. Building Materials, Inc.....	Oct. 10, 1940	445	544	Near Woodell & Front Sts.
30. City of Fall River (Trans- former Structure Easement)	Jan. 24, 1941	446	162	Alden St.
31. James P. Ferguson et ux.....	Apr. 28, 1941	448	487	Near No. Main St.
32. Arthur W. Thurston et ux.....	Apr. 28, 1941	443	487	Near No. Main St.
33. Clarence M. Simmons et ux.....	Apr. 28, 1941	443	488	Near No. Main St.
34. Joseph A. Desrosiers et ux. (Pole and Transformer Easement)	Jan. 10, 1942	450	230	Bay & Shore Sts.
35. Arthur J. Desrosiers et ux. (Pole and Transformer Easement)	Jan. 9, 1942	450	231	Bay & Shore Sts.
36. Albert G. Pierce et ux. (Trans- former Structure Easement)	Jan. 7, 1942	451	455	Quarry St.
37. Lyadoaville Creamery Ass- ociation	Jan. 17, 1942	450	270	Barday St.
38. Virginia Bernard et al.....	Apr. 7, 1942	453	345	Montaup St.
39. Lottie M. Golden.....	July 3, 1942	452	522	Grove St.
40. Robert C. Gumm (Transformer Structure Easement)	June 23, 1943	474	35	Arch St.
41. Katherine D. Adams et al. (Transformer Structure)....	Oct. 15, 1945	474	39	Blossom Ave.
42. George Hutchinson et ux. (Transformer Structure)....	Feb. 3, 1947	453	496	Hartwell St.
43. Fall River Properties Corp. (Transformer Structure)....	Feb. 25, 1947	487	67	Blossom Ave.
44. Sterling Ring Traveler Com- pany of Fall River (Trans- former Structure).....	Apr. 10, 1947	485	319	Near Lindsey St.
45. Walter A. Sunderland (New England Tel. & Tel. Co. also a grantee).....	May 17, 1947	491	86	North Main St.

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Grantee	Date	Recorded		Location
		Bristol County Fall River District Deeds Book	Page	
46. Israel Golden (Transformer Structure)	Oct. 30, 1947	485	256	Lowell St.
47. Sagamore Manufacturing Company	Dec. 5, 1947	490	283	Cove St. & Wilson Wharf
48. Border City Manufacturing Company	Dec. 8, 1947	493	285	Border City St. & West St.
49. James W. Wilson et al.	Dec. 8, 1947	495	287	Cove St. & Wilson Wharf
50. Alfred Berube et ux.	Jan. 4, 1949	512	315	Wood St.
51. Manuel B. Souza et ux.	Jan. 4, 1949	512	316	Wood St.
52. Slade Laundry, Inc. (Transformer Structure)	Apr. 14, 1949	512	316	Montaup & Slade Sts.
53. Alphonse J. Guilmette et ux.	Jan. 4, 1949	513	322	Alec St.
54. Fall River Housing Authority	Apr. 13, 1950	521	130	Maple Gardens, Stafford Rd.
55. Sonia Kutz et al.	June 9, 1950	527	433	Doyle & Quarry Sts.
56. City of Fall River	July 24, 1950	533	435	Alec & Martine Sts.
57. Albert E. Blakeley	Aug. 20, 1950	549	451	Near New Boston Rd.
58. Isaac H. Ormswell	May 12, 1921	188	183	Taylor St.
59. Mary A. Mullaly	Apr. 13, 1921	278	459	Taylor St.
60. Vernat Jones et al.	Apr. 13, 1921	278	460	Taylor St.
61. Elizabeth Lundy	Apr. 14, 1921	278	462	Taylor St.
62. Charles F. MacKenzie et al.	Apr. 14, 1921	278	463	Taylor St.
63. Edward P. Borden	Apr. 18, 1921	279	215	Taylor St.
64. Ella M. Powers	May 23, 1921	279	248	Taylor St.

Grantee	Date	Recorded		Location
		Bristol County Fall River District of the Land Court Reg. Land No.		
65. Coca Cola Bottling Co. of R. I.	July 13, 1948	3421, See		Davel St.
		Certif. 814		
66. Coca Cola Bottling Co. of R. I.	Dec. 7, 1949	3692, See		Davel St.
		Certif. 814		

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ASTON COUNTY
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PROVIDENCE, R.I.

ASTON COUNTY
REGISTER OF DEEDS
PROVIDENCE, R.I.

XIV.

SOMERSET, MASSACHUSETTS.

The property and interests in property (all situated in the Town of Somerset, Massachusetts) which were acquired by Fall River Electric Light Company by the following instruments (conveying rights of way unless otherwise indicated):

Grantors	Date	Recorded		Location
		Book	Page	
1. New York, New Haven & Hartford Railroad Company (Lease)	Nov. 16, 1932			Near Brayton
2. New York, New Haven & Hartford Railroad Company (Lease)	Feb. 1, 1933			Near Pleasant St.
3. New York, New Haven & Hartford Railroad Company (Lease)	Mar. 28, 1933			Ocean Grove
4. Peter Violante et ux.	May 31, 1935	411	280	Lafayette St.
5. Emanuel Paul et ux.	May 29, 1935	411	280	Lafayette St.
6. Albina Parisson	May 29, 1935	411	279	Lafayette St.
7. Semiao Medeiros et ux.	Dec. 20, 1940	446	163	County St.
8. Marion Harris et ux.	Dec. 20, 1940	446	163	County St.
9. Lottie B. Tompkins	Aug. 14, 1941	449	408	Charlotte St.
10. Dexter H. McNeil et ux.	Aug. 14, 1941	449	500	Charlotte St.
11. Francis L. Coyle et ux.	July 2, 1941	451	336	Near Sandy Point Rd.
12. The Somerset Shipyards, Inc. (Transformer Structure)	Mar. 31, 1942	450	483	Wilbur Place
13. Everett C. Wells et ux.	June 12, 1944	467	380	Shore St.
14. J. Sydney Harris	July 24, 1944	467	380	Near North St.
15. Martin J. Holmes et ux.	July 24, 1944	467	381	Near North St.
16. Arthur P. Pimental et ux.	July 19, 1945	474	39	Riverside Ave.
17. Edward M. Synan	Aug. 10, 1945	474	40	Riverside Ave.

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STON COUNTY (S.)
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Grantors	Date	Recorded Bristol County Fall River District Deeds		Location
		Book	Page	
18. Ednae Lavoie et ux.....	Aug. 21, 1945	474	40	Riverside Ave.
19. Joseph W. Chase.....	Sept. 19, 1945	474	41	Near County St.
20. Alfred Cote et ux.....	Aug. 21, 1945	474	41	Riverside Ave.
21. Henry Curt et ux.....	Nov. 19, 1948	512	317	Near Brayton Point Rd.
22. Vincent J. Biley et ux.....	June 23, 1949	512	317	Near Whetstone Hill Rd.
23. William H. Wilson et ux.....	May 13, 1949	512	318	Near Whetstone Hill Rd.
24. John P. Lopes et ux.....	May 19, 1949	512	318	Near Whetstone Hill Rd.
25. Resident Realty Corp.....	Oct. 31, 1949	515	342	Near Riverside Ave.
26. Helen L. Archard et al.....	Nov. 2, 1949	515	343	County St.

X V .

SWANSEA, MASSACHUSETTS.

The property and interests in property (all situated in the Town of Swansea, Massachusetts) which were acquired by Fall River Electric Light Company by the following instruments (conveying rights of way unless otherwise indicated):

Grantors	Date	Recorded Bristol County Fall River District Deeds		Location
		Book	Page	
1. Roy H. Sears	Sept. 16, 1932	397	91 & 92	
2. Mary E. Murphy, et al.....	Sept. 13, 1932	395	629	Providence-Fall River State Highway
3. William I. Wilber et ux.....	Sept. 12, 1932	397	92	
4. Ralph W. Morse et ux.....	July 3, 1939	439	440	Gardners Neck Rd.
5. Alice W. Morse.....	July 3, 1939	439	441	Gardners Neck Rd.
6. Robert E. Morse.....	July 5, 1939	439	441	Gardners Neck Rd.

STON COUNTY (S.)
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Recorded
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Grantors	Date	Book	Page	Location
7. Albee R. Morse	July 3, 1939	439	442	Gardners Neck Rd.
8. Ruth M. Shoop et al.	July 13, 1939	439	442	Gardners Neck Rd.
9. Victorine O. Souza et ux.	Nov. 18, 1939	445	544	Near Millers Lane
10. Virginia B. Cabo	Nov. 18, 1939	445	545	Millers Lane
11. Morris R. Lebow et ux.	May 22, 1941	449	439	Beed St.
12. Mary A. Barlow	Aug. 4, 1941	449	499	Barlow St.
13. Emma A. L. Barlow	Aug. 5, 1941	449	500	Barlow St.
14. William H. Whittaker, Jr., et ux.	Aug. 4, 1941	449	501	Barlow St.
15. William H. Whittaker, Sr., et ux.	Aug. 4, 1941	449	501	Barlow St.
16. Nelly A. Waring	June 4, 1942	452	431	Gardners Neck Rd.
17. Ellis A. Waring et ux.	June 1, 1942	452	431	Gardners Neck Rd.
18. Ellis A. Waring et ux.	May 12, 1943	451	29	Gardners Neck Rd.
19. Joseph F. Foley et ux.	May 7, 1943	451	21	Gardners Neck Rd.
20. Caroline C. Anthony	May 10, 1943	451	21	Gardners Neck Rd.
21. Francisco da Silva Bego et ux.	May 7, 1943	451	22	Millford Rd.
22. Norris Chasoir et ux.	July 30, 1946	485	319	Beed St.
23. Pierre Corneau	July 1, 1947	491	86	Near Ocean Grove Ave.
24. August P. Michaels et ux.	July 7, 1947	491	87	Near Ocean Grove Ave.
25. Alberic W. Nault et ux.	July 1, 1947	491	87	Near Ocean Grove Ave.
26. Kenneth A. Burton et ux.	Mar. 18, 1948	502	441	Gardners Neck Rd.
27. Ellis A. Waring et ux.	Apr. 10, 1948	502	442	Gardners Neck Rd.
28. Stuart C. Crowley et ux.	Nov. 17, 1947	502	443	Near Wilbur Ave.
29. Flora E. Dutton	Feb. 9, 1949	508	409	Hortonville Rd. & Maiden Lane
30. Samuel Seligman	Feb. 15, 1949	508	409	Off Maiden Lane
31. Emory P. Desllets et ux.	Apr. 14, 1949	512	319	New Meadow Rd.
32. Sylvio H. Chretien et ux.	Apr. 14, 1949	512	319	Near Locust St.
33. Zoel Rousseau et ux.	Apr. 14, 1949	512	320	Locust St.

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Grantors	Date	Recorded Bristol County Fall River District Deeds		Location
		Book	Page	
34. Romeo Deschamps.....	May 25, 1949	512	320	Marvel St.
35. Arthur Chapdelaine et ux.....	May 24, 1949	512	321	Marvel St.
36. Milton E. Mosher et ux.....	May 19, 1949	512	321	Marvel St.
37. Antonio Rebello et ux.....	May 19, 1949	512	322	Near Marvel St.
38. Manuel R. Ferry et ux.....	May 19, 1949	512	322	Near Marvel St.
39. Manuel F. Travers et ux.....	Jan. 23, 1950	519	159	Near Milford Rd.
40. Jose P. Cardona et al.....	Oct. 8, 1949	549	432	Near Bark St.
41. Manuel S. Leite et al.....	Oct. 8, 1949	549	433	Near Bark St.
42. Clifford G. Chase et al.....	Oct. 6, 1949	549	434	Near Bark St.
43. Manuel S. Rego.....	Oct. 6, 1949	549	435	Near Bark St.
44. Raymond Wood et al.....	June 23, 1951	549	456	Meadow Brook Ave.

XVI.

Dighton, Massachusetts.

The property and interests in property (all situated in the Town of Dighton, Massachusetts) which were acquired by Fall River Electric Light Company by the following instruments (conveying rights of way unless otherwise indicated):

Grantors	Date	Recorded Bristol County North District Deeds		Location
		Book	Page	
1. Kenneth S. Averill et ux.....	July 23, 1934	826	111	Chestnut St.
2. Benjamin C. Munroe et ux.....	July 23, 1934	826	111	Chestnut St.
3. Patrick J. Clarke et ux.....	July 23, 1934	826	110	Chestnut St.
4. Ernest W. Westcott et ux.....	June 3, 1938	848	206	Near Horton St.
5. Henry Whenton Horton et ux.....	June 3, 1938	848	207	Near Horton St.
6. Emile Cote.....	Aug. 1, 1940	863	212	Pleasant St.

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Grantors	Date	Recorded Bristol County North District Deeds		Location
		Book	Page	
7. John C. Nardette, Jr., et ux....	Aug. 1, 1940	863	212	Pleasant St.
8. Henry R. Bullock et ux.....	Nov. 27, 1939	863	213	In Dighton, near Millers Lane, Swansea
9. Richard Whitmore et ux.....	Nov. 13, 1939	863	213	In Dighton, near Millers Lane, Swansea
10. Joseph Carpenter	Nov. 13, 1939	863	214	In Dighton, near Millers Lane, Swansea
11. Walter Whitmore et ux.....	Nov. 13, 1939	863	214	In Dighton, near Millers Lane, Swansea
12. Alphonse Carpenter et ux.....	Nov. 13, 1939	863	215	In Dighton, near Millers Lane, Swansea
13. Louis Carpenter et ux.....	Nov. 13, 1939	863	215	In Dighton, near Millers Lane, Swansea
14. Joseph Carpenter, Jr., et ux....	Nov. 13, 1939	863	216	In Dighton, near Millers Lane, Swansea
15. Arnold Hoffman & Co. Inc.....	Dec. 3, 1952	1083	241	In Dighton, Main to County Sta.

XVII.

WESTPORT, MASSACHUSETTS.

The property and interests in property (all situated in the Town of Westport, Massachusetts) which were acquired by Fall River Electric Light Company by the following instruments (conveying rights of way unless otherwise indicated):

Grantors	Date	Recorded Bristol County South District Deeds		Location
		Book	Page	
1. George S. Lawton et al.....	May 14, 1909	691	509	Near Sanford Rd.
2. Nathan E. Lawton et al.....	May 15, 1910	691	451	Near Sanford Rd.
3. Magdalena Jurecko	May 15, 1930	691	387	Near Sanford Rd.
4. Jackson Butterworth et al....	May 14, 1930	691	510	Near Sanford Rd.
5. Stanley Pietrzyk et al.....	May 15, 1930	691	451	Near Sanford Rd.
6. Alice G. W. Sampson.....	Jan. 25, 1939	816	179	Near Old New Bedford Rd. & Davis Corner

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Grantors	Date	Recorded		Location
		Bristol County South District Deeds Book	Page	
7. Louisa A. Machado et al.....	Jan. 26, 1939	816	179	Near Old New Bedford Rd. & Davis Corner
8. Marianna Raposa et al.....	Jan. 26, 1939	816	180	Near Old New Bedford Rd. & Davis Corner
9. Walter W. Cahoon et ux.....	Jan. 25, 1939	816	181	Near Old New Bedford Rd. & Davis Corner
10. George W. Jallimore et ux....	Jan. 25, 1939	816	181	Near Old New Bedford Rd. & Davis Corner
11. John Carreiro et ux.....	Jan. 25, 1939	816	182	Near Old New Bedford Rd. & Davis Corner
12. Assent Club	May 5, 1939	817	298	Lakeside Ave.
13. Everett B. Mills et ux.....	May 9, 1939	819	99	Lakeside Ave.
14. Westport Harbor Improvement Trust.....	June 15, 1939	820	293	Remington Ave.
15. Westport Harbor Aqueduct Company.....	June 14, 1939	820	294	Near Remington Ave.
16. E. Gordon Thatcher et ux....	June 15, 1939	820	295	Remington Ave.
17. Philemon E. Truesdale et ux.	June 14, 1939	820	296	Near Remington Ave.
18. Merle E. Abbott et ux.....	June 12, 1939	820	298	Near Remington Ave.
19. Philemon E. Truesdale et ux.	July 5, 1940	836	105	Brayton Point Rd.
20. Louis E. Perini.....	July 3, 1940	836	106	Brayton Point Rd.
21. Melvin C. Borden et ux.....	July 3, 1940	836	107	Brayton Point Rd.
22. Clara B. Tripp et al.....	July 3, 1940	836	107	Brayton Point Rd.
23. George H. Brayton.....	July 3, 1940	836	108	Brayton Point Rd.
24. Philemon E. Truesdale et ux.	Feb. 5, 1941	837	74	Brayton Point Rd.
25. Frederick A. Wood et ux.....	May 6, 1941	842	376	Narrow Ave.
26. Arthur H. Bennett et ux.....	Apr. 15, 1941	842	376	Narrow Ave.
27. Norman W. Kirby et ux.....	Apr. 23, 1941	842	377	Narrow Ave.
28. D. Webster Brown et ux.....	Apr. 16, 1941	842	378	Narrow Ave.
29. Harry C. Gibbs et ux.....	Apr. 14, 1941	842	378	Narrow Ave.
30. Ezra M. Pettcy et ux.....	Apr. 11, 1941	842	379	Narrow Ave.

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Grantors	Date	Recorded		Location
		Book	Page	
31. Alphonse Begnoche et ux.....	Apr. 10, 1941	842	379	Narrow Ave.
32. Lillian Mary Fredette.....	May 2, 1941	842	380	Narrow Ave.
33. Louis P. Labbe et ux.....	June 4, 1941	850	323	Tickle Lane
34. Joseph N. Gauthier et ux.....	June 3, 1941	850	323	
35. Wilfred T. Maynard et ux.....	June 3, 1941	850	324	Tickle Lane
36. Joseph Gurette.....	June 3, 1941	850	325	Tickle Lane
37. Amelée Sevigny et ux.....	June 3, 1941	850	325	Tickle Lane
38. Lawrence Sevigny et ux.....	June 3, 1941	850	326	Tickle Lane
39. Wilfred Jolicoeur et ux.....	June 4, 1941	850	327	Tickle Lane
40. Calixte Monast et ux.....	June 3, 1941	850	328	Tickle Lane
41. Alfred E. Beaudin et ux.....	June 3, 1941	850	328	Tickle Lane
42. Ludger Gibess.....	June 3, 1941	850	331	Tickle Lane
43. Joseph Morin et ux.....	June 3, 1941	850	332	Tickle Lane
44. Orient A. Lavoie et ux.....	June 4, 1941	850	333	Tickle Lane
45. J. Samuel Fournier et ux.....	June 4, 1941	850	334	Tickle Lane
46. James R. Tickle, Jr., et ux.....	July 5, 1941	850	334	Tickle Lane
47. Herbert M. Tickle et ux.....	July 5, 1941	850	335	Tickle Lane
48. William R. Tickle et ux.....	July 5, 1941	850	336	Tickle Lane
49. James R. Tickle.....	June 28, 1941	850	337	Tickle Lane
50. Odias Dumont et ux.....	June 28, 1941	850	337	Tickle Lane
51. Norman T. Gamache et ux.....	June 28, 1941	850	338	Tickle Lane
52. Octave Pelletier et ux.....	June 3, 1941	850	339	Briggs Rd.
53. Joseph A. Gagnon et ux.....	June 3, 1941	850	339	Briggs Rd.
54. Edmond P. Talbot.....	Dec. 12, 1941	850	340	Near South Watuppa Lake
55. Thomas Greenhalgh et ux.....	Not Dated	850	341	Tickle Lane
56. Noe A. Balvin et ux.....	June 4, 1941	850	342	Watuppa Ave.
57. Arthur Brodeur et ux.....	June 4, 1941	850	342	Watuppa Ave.

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Grantee	Date	Recorded		Location
		Book	Page	
58. Edward Pelletier et ux.....	June 3, 1941	850	343	Watappa Ave.
59. Omar D. Fleunde et ux.....	June 3, 1941	850	344	Maple Ave.
60. Hector F. Lambert et ux.....	June 4, 1941	850	345	Maple Ave.
61. Leo Perron	June 3, 1941	850	345	Maple Ave.
62. Alfred Robillard et ux.....	June 4, 1941	850	346	Maple Ave.
63. Hugh Scollan	June 3, 1941	850	347	Maple Ave.
64. Julius B. Gerley et ux.....	June 3, 1941	850	348	Maple Ave.
65. Charles H. Boer et ux.....	June 4, 1941	850	348	Maple Ave.
66. Clarence E. Parker et ux.....	June 4, 1941	850	349	Maple Ave.
67. Endora A. Eaton et al.....	June 23, 1944	851	300	Cornell Rd.
68. Herbert L. Rodman et ux.....	July 15, 1947	936	502	Cornell Rd.
69. Clifton A. Wood et ux.....	July 15, 1947	936	504	Cornell Rd.
70. Fall River Rod & Gun Club, Inc.	May 26, 1947	936	111	Sanford Rd.
71. Raymond A. Palmer et ux.....	Aug. 31, 1948	954	466	Westport Harbor Rd.
72. Frederick Anderson et ux.....	Sept. 1, 1948	954	467	Westport Harbor Rd.
73. Westport Harbor Aqueduct Company	Apr. 29, 1949	967	17	Near Prospect St.
74. Miriam M. Ogden.....	Apr. 30, 1949	967	18	Near Prospect St.
75. Prescott Jennings et ux.....	May 4, 1949	967	18	Near Prospect St.
76. Harry H. Burton et ux.....	May 19, 1949	967	19	Near Prospect St.
77. Edward R. Harrington.....	Apr. 23, 1949	967	20	Westport Harbor Rd.
78. Harry L. Chandler.....	Apr. 21, 1949	967	21	Westport Harbor Rd.
79. Frank M. Souza.....	June 5, 1950	1029	117	Westport Harbor Rd.
80. Antone Costa	Aug. 30, 1950	1029	118	Westport Harbor Rd.
81. Bertrand LePage	June 5, 1950	1029	119	Westport Harbor Rd.
82. Edgar W. Bonneau.....	Sept. 18, 1951	1029	120	Elizabeth St.
83. Manuel R. Geovada.....	July 12, 1951	1029	121	Deftway

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XVIII.

PROVIDENCE-FALL RIVER LINE.

That section of the Providence-Fall River Line between Swansea Junction and the Massachusetts-Rhode Island State Line at Seekonk.

This 66,000 volt double circuit steel tower line connects with the lines of The Narragansett Electric Company at the Massachusetts-Rhode Island State Line near Seekonk, Mass., and extends to lines of the Montaup Electric Company in Swansea, Mass., a distance of 5.6 miles. The towers carry 6-1/0 A. W. G. bare copper conductors and 1-7/16 inch diameter galvanized steel ground wire. The private right of way is 125 feet in width.

Also the lands or rights in land over which said line is constructed, which were acquired by New England Power Company by the following instruments (conveying rights of way unless otherwise indicated):

SWANSEA, MASSACHUSETTS

Grantors	Date	Recorded	
		Book	Page
1. Luther Thurber et ux.....	Jan. 29, 1918	240	292
2. Francis G. Mason et ux.....	Jan. 23, 1918	234	468
3. Gertrude W. Barney et al.....	Feb. 14, 1918	240	355
4. Elmer W. Davis et ux.....	Jan. 18, 1918	240	319
5. Amos L. Liversey et ux.....	Jan. 17, 1918	240	312
6. Horace S. Perrott et ux.....	Jan. 15, 1918	234	464
7. Edson M. Robinson.....	Jan. 19, 1918	240	291
8. Trustees of First Baptist Church of Swansea.....	Feb. 8, 1918	240	285
9. Edward T. Luther.....	Feb. 7, 1918	240	266
10. Algernon H. Barney et ux.....	Jan. 15, 1918	240	270
11. B. Ellen Smith et al.....	Feb. 4, 1918	240	284
12. James Pillsbury et ux.....	Jan. 10, 1918	240	279

BRISTOL COUNTY (1840-1918)
REGISTER OF DEEDS
FALL RIVER DISTRICT

BRISTOL COUNTY (1840-1918)
REGISTER OF DEEDS
FALL RIVER DISTRICT

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Grantors	Date	Recorded	
		Bristol County Fall River District Deeds Book	Page
13. Oskar H. Krohn et ux.....	Feb. 23, 1918	240	374
14. John Nouns et ux.....	Feb. 7, 1918	240	288
15. William J. Marrison et ux.....	Feb. 5, 1918	240	289
16. Walter Hathaway et ux.....	Jan. 11, 1918	234	466
17. John L. Grant et all.....	Jan. 16, 1918	240	275
18. William E. Pearson et ux. (Fee)...	Mar. 26, 1918	240	466
19. Chester H. Allen et all.....	Feb. 1, 1918	240	273
20. William F. Bosworth et ux.....	Jan. 9, 1918	240	272
21. John W. Clark.....	Jan. 8, 1918	240	297
22. James Bowen et al.....	Feb. 8, 1918	240	318
23. Daniel W. Evans et ux.....	Feb. 15, 1918	240	316
24. Genevieve T. Paquin.....	Mar. 1, 1918	245	25
25. Cyrenus B. Paquin.....	Jan. 8, 1918	240	310
26. Cyrenus B. Paquin.....	Feb. 25, 1918	240	356
27. John S. Bowry et ux.....	Jan. 23, 1918	240	289
28. William H. Wilson et ux.....	Jan. 4, 1918	240	283
29. Samuel Burnley et ux.....	Jan. 23, 1918	240	318
30. Jesse K. Medbery et ux.....	Jan. 4, 1918	240	263
31. Marcus M. Grant et ux.....	Jan. 8, 1918	240	277
32. Lenora N. Howe.....	Jan. 4, 1918	240	313

SEBKONK, MASSACHUSETTS

Grantors	Date	Recorded	
		Bristol County North District Deeds Book	Page
33. Cornelius C. Peck et ux.....	Jan. 3, 1918	707	108
34. Charles K. Read et ux.....	Jan. 3, 1918	707	104
35. Addison S. Hayes et ux.....	Jan. 3, 1918	707	23
36. David S. Peck et ux.....	Feb. 19, 1918	707	140

BRISTOL COUNTY (1840-1918)
REGISTER OF DEEDS
FALL RIVER DISTRICT

BRISTOL COUNTY (1840-1918)
REGISTER OF DEEDS
FALL RIVER DISTRICT

BRISTOL COUNTY (1840-1918)
REGISTER OF DEEDS
FALL RIVER DISTRICT

BRISTOL COUNTY (1840-1918)
REGISTER OF DEEDS
FALL RIVER DISTRICT

BRISTOL COUNTY (1840-1918)
REGISTER OF DEEDS
FALL RIVER DISTRICT

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
FALL RIVER DISTRICT ONLY

The foregoing property and rights being conveyed to Fall River Electric Light Company by New England Power Company by deed dated May 1, 1918, and recorded with Bristol County North District Deeds, Book 710, Pages 99-101, and with Fall River District Registry of Deeds, Book 248, Pages 17-21, to which deeds and the deeds therein referred to, reference is hereby made for a more particular description thereof.

Also rights of way and easements over, across and upon certain lands situated in the Towns of Swansea and Seekonk, Bristol County, Massachusetts, conveyed to Fall River Electric Light Company by New England Power Company by deed dated December 20, 1908, and recorded with Bristol County Fall River District Registry of Deeds, Book 431, Page 357, and with Bristol County North District Registry of Deeds, Book 852, Page 46. This instrument transferred from New England Power Company to Fall River Electric Light Company rights and easements conveyed to the New England Power Company by the following instruments:

1. Deed of Lucy Hear dated April 1, 1918, recorded with Bristol County Fall River District Registry of Deeds, Book 240, Pages 497-498.
2. Deed of Lucy Hear, Adm., dated June 20, 1918, recorded with Bristol County Fall River District Registry of Deeds, Book 248, Page 44.
3. Deed of Bartholomew F. Murray et ux dated July 26, 1918, recorded with Bristol County Fall River District Registry of Deeds, Book 248, Pages 281-282.
4. Deed of Walter G. West et ali dated April 11, 1918, recorded with Bristol County Fall River District Registry of Deeds, Book 245, Pages 69-71, and with Bristol County North District Registry of Deeds, Book 706, Pages 279-280.

Also the lands or rights in land over which said line is constructed, which were acquired by Fall River Electric Light Company by the following instruments (conveying rights of way unless otherwise indicated):

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
FALL RIVER DISTRICT ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
FALL RIVER DISTRICT ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
FALL RIVER DISTRICT ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
FALL RIVER DISTRICT ONLY

BRISTOL COUNTY (R.I.)
REGISTRY OF DEEDS
PROVIDENCE ONLY

BRISTOL COUNTY (R.I.)
REGISTRY OF DEEDS
PROVIDENCE ONLY

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SWANSEA, MASSACHUSETTS

Grantors	Date	Recorded Bristol County Fall River District Deeds	
		Book	Page
1. Peter W. Schaefer et ux.....	Jan. 19, 1917	229	466
2. Edward T. Luther.....	May 1919	253	236
3. Peter N. Horton et al.....	Jan. 10, 1917	229	401
4. Algerson H. Barney et ux.....	June 16, 1919	253	310

SEEKONK, MASSACHUSETTS

Grantors	Date	Recorded Bristol County North District Deeds	
		Book	Page
5. Cyril B. Read.....	Oct. 10, 1925	742	293

XIX.

SWANSEA-WARREN LINE.

That section of the Swansea-Warren Line between Warren Junction on the Providence-Fall River Line and the Massachusetts-Rhode Island State Line at Swansea.

This 66,000 volt line consists of two parallel wishbone type wood pole lines extending from a Junction with the Providence-Fall River Line to the Massachusetts-Rhode Island State Line a distance of 0.5 miles, at which point it joins with similar lines of The Narragansett Electric Company extending into Warren, Rhode Island. Each pole line carries 3-2,0 A. W. G. bare copper conductors on galvanized steel wishbone cross-arms. The private right-of-way is 125 feet in width. A 66,000 volt junction with the Providence-Fall River Line is also included.

Also the lands or rights in land over which said line is constructed, which were acquired by The Narragansett Electric Lighting Company by the following instruments (conveying rights of way unless otherwise indicated):

BRISTOL COUNTY (R.I.)
REGISTRY OF DEEDS
PROVIDENCE ONLY

BRISTOL COUNTY (R.I.)
REGISTRY OF DEEDS
PROVIDENCE ONLY

BRISTOL COUNTY (R.I.)
REGISTRY OF DEEDS
PROVIDENCE ONLY

BRISTOL COUNTY (R.I.)
REGISTRY OF DEEDS
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BRISTOL COUNTY (R.I.)
REGISTRY OF DEEDS
PROVIDENCE ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
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REGISTRY OF DEEDS
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SWANSEA, MASSACHUSETTS

Grantors	Date	Recorded	
		Bristol County Fall River District Deeds Book	Page
1. Algernon H. Barney et ux.	Sept. 4, 1924	344	358
2. Edward T. Luther	June 20, 1918	250	34
3. Amos F. Maker	June 19, 1918	249	77

The foregoing property and rights being all and the same premises conveyed to Fall River Electric Light Company by The Narragansett Electric Company, successor to The Narragansett Electric Lighting Company, by deed dated June 18, 1936, and recorded with Bristol County Fall River District Deeds, Book 415, Page 368.

B.

SCHEDULE OF SPECIFICALLY EXCEPTED PROPERTIES

I.

Rights of way and easements in Fall River and Dartmouth, Massachusetts, which the Board of Directors of Fall River Electric Light Company voted to abandon at a meeting held October 18, 1946, clerk's certificate of which is recorded in Bristol County Fall River District Registry of Deeds, Book 481, Page 205, and in Bristol County South District Registry of Deeds, Book 922, Page 516, but as to which no deeds of release, if any were executed as authorized by said vote, were ever recorded, which were granted to Fall River Electric Light Company by the instruments listed as follows:

(a) Recorded in Fall River District Registry of Deeds:

Grantors	Date	Book	Page
1. Fred A. Shaw	July 18, 1922	290	338
2. Acushnet Saw Mill Company	Oct. 2, 1922	300	529
3. William W. Davis	Nov. 16, 1922	309	261
4. Mary C. Gifford	Sept. 22, 1923	302	357

BRISTOL COUNTY MASSACHUSETTS
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REGISTRY OF DEEDS
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Grantors	Date	Book	Page
5. Acushnet Saw Mill Company.....	Oct. 2, 1922	300	527
6. Herbert G. Shockey.....	July 7, 1922	302	7
7. George E. & Annie M. Lewis.....	June 28, 1922	291	414
8. George Couturier.....	June 28, 1922	291	416
9. John Sullivan.....	June 26, 1922	299	183
10. Herbert G. Shockey.....	July 7, 1922	302	9
11. Elisha M. Smith.....	July 7, 1922	302	10
12. Alice T. Jones.....	June 16, 1922	299	156
13. William H. Aspen.....	June 15, 1922	296	529
14. George D. & Elizabeth Graves.....	Nov. 3, 1922	309	213

(b) Recorded in South District Registry of Deeds:

Grantors	Date	Book	Page
15. Marnel B. Sousa.....	June 13, 1922	539	129
16. Stephen F. & Rosabel Chase.....	Aug. 6, 1922	549	56
17. Stephen F. Chase et al.....	Dec. 27, 1922	569	316
18. Alice M. Thrage.....	May 22, 1922	539	26
19. Clifton P. Wordell.....	June 26, 1922	539	239
20. William H. Poole.....	Dec. 8, 1922	550	493
21. John S. Perry.....	Aug. 10, 1922	544	174
22. Acushnet Saw Mill Company.....	Oct. 2, 1922	547	202
23. William H. Poole.....	Dec. 8, 1922	551	269
24. Martin D. Wordell.....	Nov. 13, 1922	550	85
25. Willis R. Woodell.....	Dec. 11, 1922	551	57
26. Acushnet Saw Mill Company.....	Oct. 2, 1922	546	291

II.

Rights and easements acquired by Fall River Electric Light Company from time to time which the Company represents are no longer used or useful to the Company in its business or any business incidental thereto, but which belong to the Company, as evidenced by the following instruments on record in Bristol County Fall River District Registry of Deeds:

BRISTOL COUNTY
REGISTRY OF DEEDS
FALL RIVER DISTRICT

BRISTOL COUNTY
REGISTRY OF DEEDS
FALL RIVER DISTRICT

SOMERSET, MASSACHUSETTS

Grantors	Date	Book	Page	Location
1. Norbert Langillier et ux.....	Sept. 4, 1916	217	467	Slade St.
2. Manuel de Costa.....	Sept. 4, 1916	217	469	Slade St.
3. Read Brothers Company.....	Oct. 6, 1916	223	121	Riverside Ave.
4. Napoleon Fremont et ux.....	Oct. 11, 1916	223	184	Willow Ave.
5. E. Homer Rice et ux.....	Oct. 11, 1916	223	185	A proposed street
6. Albert Emsley et ux.....	Nov. 24, 1916	227	270	Francis St.

SWANSEA, MASSACHUSETTS

Grantors	Date	Book	Page	Location
7. Lewis E. McNeil et ux.....	Oct. 6, 1916	224	187	Maple St.
8. Nellie F. Lake et al.....	Oct. 18, 1916	227	68	Maple St.
9. Catherine M. Barry.....	Oct. 18, 1916	227	75	Fall River Ave.
10. Henry P. Trudell et al.....	Oct. 27, 1916	223	328	State Highway
11. Alexander Doule.....	Nov. 24, 1916	223	445	State Highway
12. Sylva Laforest.....	Dec. 11, 1916	227	325	
13. Anna Bernard et al.....	Jan. 10, 1917	229	308	Locust St.
14. Nels E. Lindberg et ux.....	Jan. 8, 1917	229	403	Read St.
15. E. K. Pierre et ux.....	Jan. 6, 1917	229	404	Locust St.
16. Luther Thurber et ux.....	Jan. 17, 1917	229	407	Locust St.
17. David S. Brightman.....	Jan. 8, 1924	323	335	

III.

The following described two parcels of land in Somerset, Massachusetts, which the Company represents are no longer used or useful to the Company in its business or any business incidental thereto, but which belong to the Company, as evidenced by the deeds hereinafter referred to:

1. A certain parcel of land situated in the Town of Somerset on the westerly side of the State Highway, bounded and described as

ALCOHOL COUNTY REGISTER OF DEEDS

ALCOHOL COUNTY REGISTER OF DEEDS

ALCOHOL COUNTY REGISTER OF DEEDS

ALCOHOL COUNTY REGISTER OF DEEDS

ALCOHOL COUNTY REGISTER OF DEEDS

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREMIER ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREMIER ONLY

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follows: Easterly by the State Highway thirty-one and 62/100 (31.62) feet, more or less; southerly ninety-two and 34/100 (92.34) feet more or less by Lot #145 on Section B, plan of Read's Woods Park, Somerset, Mass., belonging to William L. S. Brayton and Elizabeth R. Stevens, drawn by Francis S. Bordon, C. E., dated Dec. 28th, 1925, on file in Bristol County Fall River District Registry of Deeds; westerly forty-nine and 26/100 (49.26) feet more or less by land now or formerly of William L. S. Brayton et al.; northerly one hundred one and 40/100 feet more or less by land now or formerly of Manuel Corday; containing fourteen and 24/100 square rods of land more or less; subject, however, to the rights, if any, of other persons, in a natural water-course flowing over the premises hereby conveyed.

Being the same premises conveyed to the Fall River Electric Light Company by two deeds, one from Israel Brayton et al., Executors, dated October 8, 1931, recorded in Bristol County Fall River District Registry of Deeds, Book 388, Page 224, and the other from William L. S. Brayton et ux. dated October 8, 1931, recorded in said Deeds, Book 388, Page 223.

2. The land in Somerset situated on the westerly side of County Street, bounded and described as follows: Beginning at the southeasterly corner thereof in the westerly line of said County Street and at the northeasterly corner of land supposed to belong to Augusto C. Perry for a corner; thence running westerly by said last named land one hundred (100) feet for a corner; thence turning and running northerly in a line parallel with County Street, seventy-five (75) feet for a corner; thence turning and running easterly in a line parallel with the Perry line, one hundred (100) feet to said County Street; and thence southerly by said County Street, seventy-five (75) feet to the point of beginning; containing seventy-five hundred (7500) square feet, more or less.

Being the same premises conveyed to the Fall River Electric Light Company by deed of Roger M. Lovell dated February 5, 1941, and recorded in Bristol County Fall River District Registry of Deeds, Book 450, Page 271.

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREMIER ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
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REGISTRY OF DEEDS
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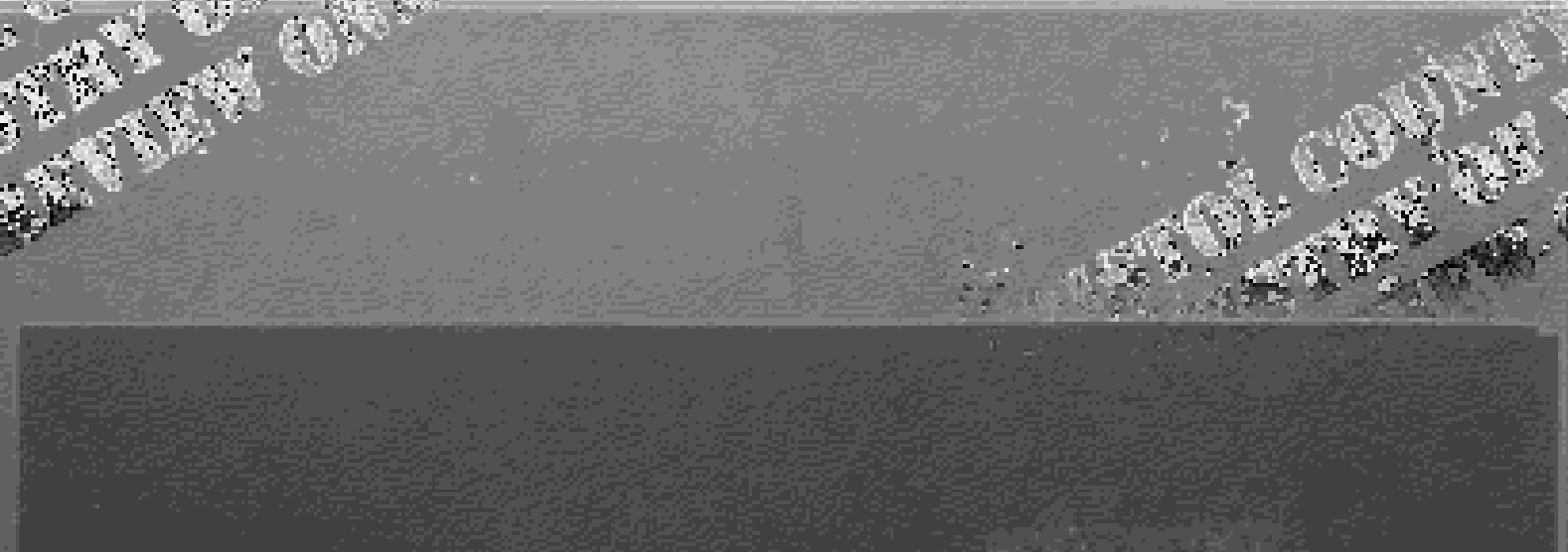
ASTON COUNTY REGISTER OF DEEDS DISTRICT OF MONTANA

ASTON COUNTY REGISTER OF DEEDS DISTRICT OF MONTANA

ASTON COUNTY REGISTER OF DEEDS DISTRICT OF MONTANA

ASTON COUNTY REGISTER OF DEEDS DISTRICT OF MONTANA

ASTON COUNTY REGISTER OF DEEDS DISTRICT OF MONTANA



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SCHEDULE OF MONTAUP SECURITIES AND CONTRACT

1. All the bonds, notes, and other evidences of indebtedness whether secured or unsecured, and all preferred, common, or capital stock or other certificates of interest, of the Montaup Company, now owned or hereafter acquired by the Company and pledged hereunder, including specifically, without limiting the generality of the foregoing,

(a) 5,000 shares of Preferred Stock (\$100 par value),

(b) 45,626 shares of Common Stock (\$100 par value), and

(c) a Debenture Bond due December 30, 1982 in the principal amount of \$3,738,000,

which constitute all the securities of the Montaup Company now owned by the Company.

2. All the rights, interest, claim and benefits of the Company, subject to its liabilities and obligations thereunder, in and under the Montaup Contract which provides, among other things, for the sale and delivery by the Montaup Company to the Company and the other shareholder companies of all electrical energy required by their respective systems beyond specified amounts, and for the financing of the Montaup Company's requirements by said companies, all upon the terms and conditions therein contained. Notwithstanding anything contained in this Indenture, no authority is hereby, or by the pledging hereunder of the Montaup Securities or the Montaup Contract, conferred upon or shall be exercised by the Trustee in contravention of the provisions of the Montaup Contract.

Is Wirress Wuznos, Fall River Electric Light Company has caused this Indenture to be signed in its corporate name and behalf by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Clerk or one of its Assistant Clerks, and State Street Trust Company in token of its acceptance of the trust hereby created has caused this Indenture to be signed in its corporate name and behalf by its President or one of its Vice Presidents and its

ASTON COUNTY REGISTER OF DEEDS DISTRICT OF MONTANA

ASTON COUNTY REGISTER OF DEEDS DISTRICT OF MONTANA

ASTOR COUNTY REGISTER OF DEEDS PREPARED ONLY

ASTOR COUNTY REGISTER OF DEEDS PREPARED ONLY

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Secretary or one of its Assistant Secretaries, and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries, all on the 24th day of March, 1953 but as of the day and year first above written.

FALL RIVER ELECTRIC LIGHT COMPANY

By *James Hill*
President

Attest: *Clyfford R. Blain*
Clerk

Signed, sealed and delivered on behalf of
FALL RIVER ELECTRIC LIGHT COMPANY,
in the presence of

Charles Jackson Jr
John J. Brooks

STATE STREET TRUST COMPANY

By *W. S. Davis*
Vice President

and by *William A. ...*
Assistant Secretary

Attest: *William A. ...*
Assistant Secretary

Signed, sealed and delivered on behalf of
STATE STREET TRUST COMPANY, in the
presence of

Charles Jackson Jr
John J. Brooks

ASTOR COUNTY REGISTER OF DEEDS PREPARED ONLY

ASTOR COUNTY REGISTER OF DEEDS PREPARED ONLY

ASTOR COUNTY REGISTER OF DEEDS PREPARED ONLY

ASTOR COUNTY REGISTER OF DEEDS PREPARED ONLY

ASTOR COUNTY REGISTER OF DEEDS PREPARED ONLY

BOSTON COUNTY
REGISTER OF DEEDS
PREVENTIVE ONLY

BOSTON COUNTY (S. 24)
REGISTER OF DEEDS
PREVENTIVE ONLY

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COMMONWEALTH OF MASSACHUSETTS } ss.:
COUNTY OF SUFFOLK

At Boston on this 12th day of March, 1933, before me appeared
LUCIUS T. HILL and C. R. PLACE, to me personally known, who, being
by me duly sworn, did say that they are the President and Clerk,
respectively, of the Fall River Electric Light Company, and that the
seal affixed to the foregoing instrument is the corporate seal of said
Corporation, and that the said instrument was signed and sealed by
them on behalf of said Corporation by authority of its Board of
Directors, and the said LUCIUS T. HILL and C. R. PLACE acknowledged
said instrument to be the free act and deed of said Corporation.

Ivon S. Cahill
Notary Public

My commission expires
Ivon S. Cahill
NOTARY PUBLIC
My Commission Expires
May 2, 1938

COMMONWEALTH OF MASSACHUSETTS } ss.:
COUNTY OF SUFFOLK

At Boston on this 12th day of March, 1933, before me appeared
W. E. DOW, JR. and W. M. CHANDLER, to me personally known, who,
being by me duly sworn, did say that they are the Vice President and
Assistant Secretary, respectively, of State Street Trust Company,
and that the seal affixed to the foregoing instrument is the corporate
seal of said Trust Company, and that the said instrument was signed
and sealed by them on behalf of said Trust Company by authority of
its Board of Directors and the said W. E. DOW, JR. and W. M. CHANDLER
acknowledged said instrument to be the free act and deed of said
Trust Company.

Ivon S. Cahill
Notary Public

My commission expires
Ivon S. Cahill
NOTARY PUBLIC
My Commission Expires
May 2, 1938

BOSTON COUNTY
REGISTER OF DEEDS
PREVENTIVE ONLY

BOSTON COUNTY
REGISTER OF DEEDS
PREVENTIVE ONLY

BOSTON COUNTY
REGISTER OF DEEDS
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BOSTON COUNTY
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BOSTON COUNTY
REGISTER OF DEEDS
PREVENTIVE ONLY

WINDSOR COUNTY (S.S.)
REGISTRY OF DEEDS
PREVENTIVE ONLY

WINDSOR COUNTY (S.S.)
REGISTRY OF DEEDS
PREVENTIVE ONLY

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CERTIFICATE

I, CARROLL B. PLACK, Clerk of Fall River Electric Light Company, a corporation duly organized under the laws of The Commonwealth of Massachusetts and having its principal place of business in Fall River, Massachusetts, hereby certify that at an Adjourned Special Meeting of the Stockholders of said Company, duly called and held at 49 Federal Street, Boston, Massachusetts, on March 9, 1933, by the affirmative action of at least a majority in interest of the Stockholders entitled to vote, upon several motions each duly made and seconded, the following votes were severally and duly passed:

Voted—that this Corporation issue for public sale its bonds, to be designated "First Mortgage and Collateral Trust Bonds, 3 3/4% Series due 1933", in the principal amount of \$5,800,000, to be dated as of January 1, 1933, to mature January 1, 1933, and to contain such other and further terms and provisions as shall be specified in the Indenture of First Mortgage and Deed of Trust, the execution of which is to be hereinafter authorized at this meeting.

Voted—that the President or any Vice President of this Corporation be, and he hereby is, authorized and directed in the name and behalf of this Corporation and as and for its corporate act and deed and under its corporate seal to enter into and execute an Indenture of First Mortgage and Deed of Trust to be dated as of January 1, 1933 with State Street Trust Company, as Trustee, in the form presented to this meeting, subject to the authority of the signing officer of this Corporation to make such changes and additions as he may deem necessary or desirable in the form of such Indenture, which authority to make such changes and additions is hereby granted (and approval of such changes and additions shall be deemed to be conclusively evidenced by the execution of such Indenture by such officer); and the Clerk or any Assistant Clerk be, and he hereby is, authorized and directed to attest said corporate seal; and that said officers be and they hereby are authorized and directed to acknowledge, deliver and accept said Indenture in as many counterparts as they or any of them shall deem advisable and to cause the same to be filed and recorded and refiled and

WINDSOR COUNTY (S.S.)
REGISTRY OF DEEDS
PREVENTIVE ONLY

WINDSOR COUNTY (S.S.)
REGISTRY OF DEEDS
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WINDSOR COUNTY (S.S.)
REGISTRY OF DEEDS
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WINDSOR COUNTY (S.S.)
REGISTRY OF DEEDS
PREVENTIVE ONLY

BOSTON COUNTY
REGISTER OF DEEDS
PREVENTED

BOSTON COUNTY (15 153)
REGISTER OF DEEDS
PREVENTED

re-recorded as they or any of them shall deem advisable, necessary or effective.

Voted—that the Directors and officers of this Corporation and each of them be and they hereby are authorized and directed from time to time in the name and behalf of this Corporation to authorize, to take, to approve and to ratify all such action, instruments and proceedings as they or any of them shall consider necessary or desirable in connection with the purchase and sale of the bonds authorized to be issued at this meeting.

I further hereby certify that at a Special Meeting of the Board of Directors of said Company, duly called and held at 49 Federal Street, Boston, Massachusetts, on March 9, 1953, at which meeting a quorum was present and acting throughout, by the affirmative action of all the Directors present, upon several motions each duly made and seconded, the following votes were severally and duly passed:

Voted—that, as authorized by the Stockholders at an Adjourned Special Meeting held on March 9, 1953, this Corporation enter into an Indenture of First Mortgage and Deed of Trust to be dated as of January 1, 1953, with State Street Trust Company, as Trustee, in the form presented to this meeting, and the President, or any Vice President, be and hereby is authorized and empowered to execute, acknowledge and deliver said Indenture of First Mortgage and Deed of Trust to be dated as of January 1, 1953, for and on behalf of this Corporation and under its corporate seal, attested by the Clerk or Assistant Clerk of this Corporation, subject to the authority of the signing officer of this Corporation to make such changes and additions as he may deem necessary or desirable in the form of said Indenture of First Mortgage and Deed of Trust and the forms of coupon Bond and registered Bond, without coupons, set forth therein, which authority to make such changes and additions is hereby granted (and approval of such changes and additions shall be deemed to be conclusively evidenced by the execution of such Indenture of First Mortgage and Deed of Trust by such officer); and said Indenture of First Mortgage and Deed of Trust in the form presented to this meeting is hereby adopted and approved.

BOSTON COUNTY
REGISTER OF DEEDS
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BOSTON COUNTY
REGISTER OF DEEDS
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BOSTON COUNTY
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ASTORIA COUNTY (OR)
REGISTRY OF DEEDS
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ASTORIA COUNTY (OR)
REGISTRY OF DEEDS
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Verms—that the President, any Vice President, the Treasurer, any Assistant Treasurer, the Clerk or any Assistant Clerk of this Corporation, he and hereby are authorized and empowered to take all such steps and to do all such things as may be deemed necessary or proper to provide for the lawful issuance and sale of said First Mortgage and Collateral Trust Bonds, 3 1/4 % Series due 1983, of this Corporation, the execution, delivery, filing and recording of the proposed Indenture of First Mortgage and Deed of Trust to be dated as of January 1, 1953 and for the performance and observance by this Corporation, at all times while any of the Bonds issued under said Indenture of First Mortgage and Deed of Trust shall be outstanding, of the covenants and conditions in said Indenture of First Mortgage and Deed of Trust, the Purchase Contract and said First Mortgage and Collateral Trust Bonds, including without limiting the generality of the foregoing, the making of all payments, the making and execution of any necessary instruments, certificates, affidavits and other documents in connection therewith, the opening of any bank accounts, the signing of any checks or endorsements thereof and the payment of any fees or taxes in such connection, and from time to time to take any and all action, to make, execute, verify and file all applications, certificates, documents and other instruments and to do any and all other acts and things which they, or any of them shall deem necessary or desirable to carry out the intent and purposes of the foregoing notes, said Purchase Contract, said First Mortgage and Collateral Trust Bonds, 3 1/4 % Series due 1983, and said Indenture of First Mortgage and Deed of Trust.

And I further certify that as appears from the records of said Company, Lucius T. Hill is the President and Duncan S. Owler, is Vice President of said Company, said President and Vice President being each duly authorized to execute in the name and on behalf of said Company the foregoing Indenture of First Mortgage and Deed of Trust, and I am the Clerk of said Company; that the foregoing Indenture of First Mortgage and Deed of Trust to which this certificate is attached is substantially in the form presented to and approved at said Adjourned Special Meeting of the Stockholders and at said Special Meeting of the Board of Directors of the Company with only such provisions, changes, insertions and omissions, if any, as have been

ASTORIA COUNTY (OR)
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ASTORIA COUNTY (OR)
REGISTRY OF DEEDS
PREVENTIVE COPY

BOSTON COUNTY
REGISTER OF DEEDS
PROPERTY ONLY

BOSTON COUNTY (S. 245)
REGISTER OF DEEDS
PROPERTY ONLY

232

1078 245

determined and approved (as authorized at said meetings) by the President or Vice President of the Company executing said Indenture; that the foregoing are true and correct copy of votes passed at said Adjourned Special Meeting of the Stockholders and at said Special Meeting of the Directors as recorded in the records of said Company; and that all of said votes remain in full force and effect without alterations.

In Witness Whereof I have hereunto subscribed my name as such Clerk and have caused the corporate seal of said Company to be hereunto affixed this 17th day of March, 1953.



Clifford R. Plow
Clerk of
Fall River Electric Light Company

Received & recorded *March 19 1953* at 10 hrs. & 37 min. A.M.

BOSTON COUNTY
REGISTER OF DEEDS
PROPERTY ONLY

BOSTON COUNTY
REGISTER OF DEEDS
PROPERTY ONLY

BOSTON COUNTY (S. 245)
REGISTER OF DEEDS
PROPERTY ONLY

BOSTON COUNTY
REGISTER OF DEEDS
PROPERTY ONLY

BOSTON COUNTY
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIEW ONLY

1078 246 1799

I, Clara E. Mandeville,
surviving holder of a mortgage
from Emma P. Letourneau
to me and to George Mandeville, my deceased husband,
dated August 9, 1948
recorded with Bristol County S. D. ~~Casey~~ Registry of Deeds
Book 944 Page 314, acknowledge satisfaction of the same
My said husband George Mandeville died in New Bedford in said County
on August 5, 1952.

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIEW ONLY

Witness my hand and seal this 18th day of March 1953
Clara E. Mandeville

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIEW ONLY

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 18, 1953

Then personally appeared the above named Clara E. Mandeville

and acknowledged the foregoing instrument to be her free act and deed

before me

H. Ernest Dionne
Notary Public - MASSACHUSETTS

My commission expires December 8, 1955

Received & recorded March 18 1953, at 10 hrs. & 54 min. A.M.

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIEW ONLY

1801

1078 247

I, Edward Kosiba, married, otherwise called Edward A. Kosiba,

of Bayside in the State of New York,

XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX for consideration paid, grant to Antonina Gala, married,

of New Bedford, Bristol County,

with covenants, conditions

the land in said New Bedford, Bristol County, with the buildings thereon, bounded

(Description and measurements, if any)

and described as follows:-

Beginning at a point in the south line of Shaw Street, distant therein 173.70 feet west of the west line of Arlington Street; thence southerly 112.08 feet; thence westerly 40.04 feet; thence northerly 110.90 feet to the south line of Shaw Street; and thence easterly in line of said Shaw Street 40 feet to the point of beginning. Containing 16.43 rods, more or less.

Being the same premises conveyed to me by deed dated March 23rd, 1948 and recorded with Bristol County S. D. Registry of Deeds, Book 945, Page 66.

Said premises are conveyed subject to the taxes for the year 1953.

Col. Rel.
Trans. Jct.
Lapham
1-10-54
1852-329

Col. Rel. Trans.
Ed. Yarbrough
9-17-56
1485-1009

Col. Rel. Trans.
Ed. Yarbrough
9-17-56
1485-1011

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD, MASS.

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD, MASS.

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD, MASS.

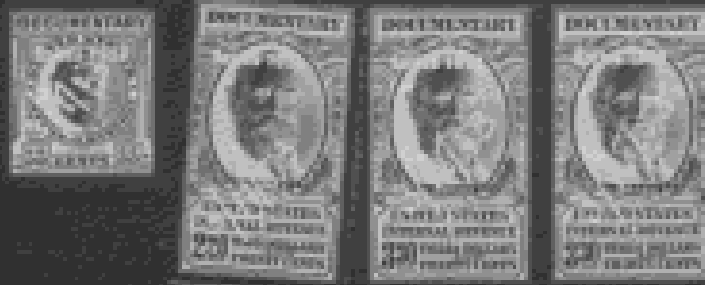
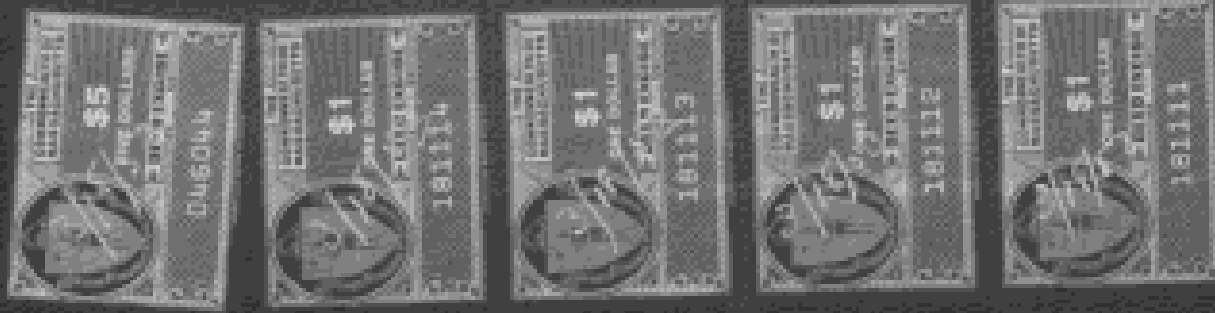
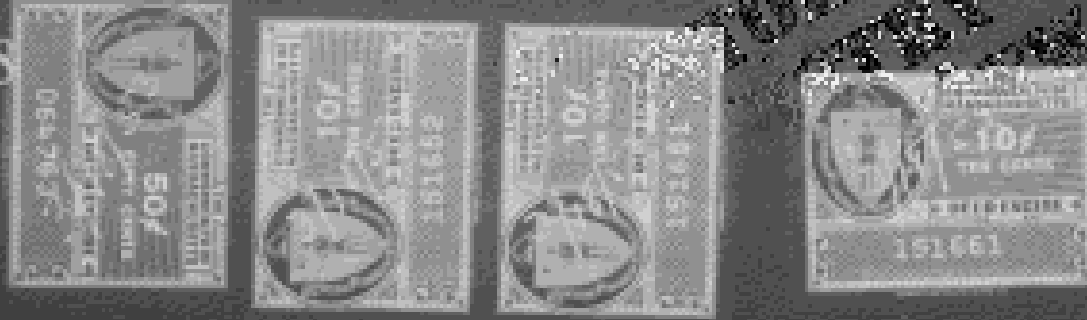
BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD, MASS.

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD, MASS.

BOSTON COUNTY (3)
REGISTER OF DEEDS
NEW BEDFORD

BOSTON COUNTY (3)
REGISTER OF DEEDS
NEW BEDFORD

1078 245



I, Mary P. Kosiba,

wife of said grantor,

release to said grantee all rights of ~~succession to the property~~ ^{dweller and homestead} and other interests therein.

Witness our hand and seal this eighteenth day of March 1953

John P. Begun as witness
to signature of Ed. K.

Edward A. Kosiba
Mary P. Kosiba

The Commonwealth of Massachusetts

Bristol,

New Bedford

March 18th, 1953

Then personally appeared the above named Edward Kosiba

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

John P. Begun
John P. Begun, Notary Public - Massachusetts

My commission expires July 9th, 1952

Notarially recorded March 18 1953, at 9 min. A.M.

BOSTON COUNTY (3)
REGISTER OF DEEDS
NEW BEDFORD

BOSTON COUNTY (3)
REGISTER OF DEEDS
NEW BEDFORD

BOSTON COUNTY (3)
REGISTER OF DEEDS
NEW BEDFORD

BOSTON COUNTY (3)
REGISTER OF DEEDS
NEW BEDFORD

BOSTON COUNTY (3)
REGISTER OF DEEDS
NEW BEDFORD

BOSTON COUNTY
REGISTER OF DEEDS
PREPARED ONLY

BOSTON COUNTY
REGISTER OF DEEDS
PREPARED ONLY

BOSTON COUNTY
REGISTER OF DEEDS
PREPARED ONLY

BOSTON COUNTY
REGISTER OF DEEDS
PREPARED ONLY

BOSTON COUNTY
REGISTER OF DEEDS
PREPARED ONLY

BOSTON COUNTY
REGISTER OF DEEDS
PREPARED ONLY

1805

1878 249

We, Antone M. George and Effie M. George, husband and wife,
of New Bedford, Bristol County, Massachusetts,

for consideration paid, grant to Edward S. Souza, unmarried, of said
New Bedford,

with warranty reserves, our undivided one half interest in and to
the land, with any buildings thereon, in said New Bedford, bounded and described as
follows:

BEGINNING at the southwest corner thereof at a point in the
north line of Middle Street and at the southeast corner of land
of Benjamin H. Waite;

thence NORTHERLY in line of last named land, one hundred
twelve and 88/100 (112.88) feet to land of owners unknown;

thence EASTERLY in line of last named land forty-five (45)
feet to land of owners unknown;

thence SOUTHERLY in line of last named land one hundred
twelve and 96/100 (112.96) feet to a point in the said north line of
Middle Street;

thence WESTERLY in said north line forty-five (45) feet to
the point of beginning.

Containing eighteen and 66/100 (18.66) square rods.

Being the same premises conveyed to us and Edward S. Souza
by deed of Dorris Thuman dated February 25, 1953 and recorded in
Bristol County S.D. Registry of Deeds, Book 1076, Page 145.

Subject to the 1953 real estate taxes which the grantees
assume and agrees to pay.

BRISTOL COUNTY (3)
REGISTRY OF DEEDS
PROPERTY OFFICE

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY OFFICE

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY OFFICE

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY OFFICE

BRISTOL COUNTY (3)
REGISTRY OF DEEDS
PROPERTY OFFICE

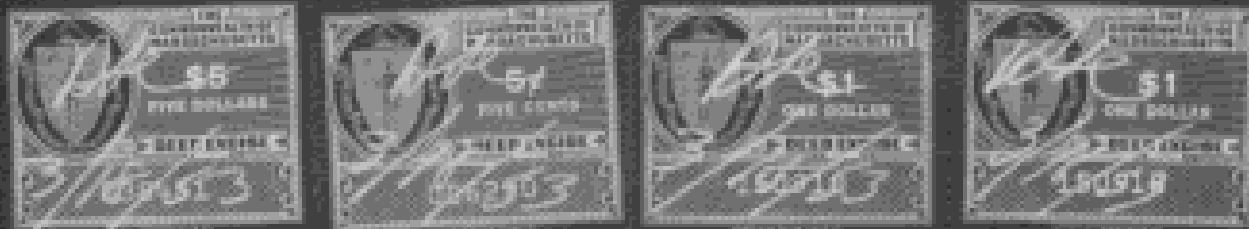
BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY OFFICE

1073 250 We, the said grantors, being husband and wife,
release to said grantee all rights of curtesy, dower, homestead, usufruct, and other interest therein.

Witness our hands and seal this 18th day of March 1953.

Executed in the presence of

Antone M. George
Effie M. George



Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 18, 1953.

Then personally appeared the above named Antone K. George
and acknowledged the foregoing instrument to be his free act and deed.

before me *Jack London*
JACK LONDON Notary Public

My commission expires Mar 27, 1953

Filed & recorded March 18 1953, at 12 hrs. & 3 min. P. M.

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY OFFICE

Know All Men by these Presents

that the NEW BEDFORD FIVE CENTS SAVINGS BANK, a corporation duly established by law at New Bedford, County of Bristol, and Commonwealth of Massachusetts, the holder of a mortgage from

Antone M. George et al

said Corporation, dated September 11, 1950 A. D. and recorded with Bristol County S. D. Registry of Deeds, book 992, page 459, acknowledges satisfaction of the same.

In witness whereof, the said NEW BEDFORD FIVE CENTS SAVINGS BANK,

by William F. Turner, its Treasurer, thereto duly authorized, has caused its corporate name to be hereto subscribed and its corporate seal hereto affixed, this eighteenth day of March, 1953 A. D.

Signed and sealed in the presence of

NEW BEDFORD FIVE CENTS SAVINGS BANK

By

William F. Turner

President Treasurer

Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 18, 1953. Then personally appeared the above-named William F. Turner, Treasurer, and acknowledged the foregoing instrument to be the free act and deed of said Corporation, before me

Alfred Robert Crane Justice of the Peace Notary Public

My commission expires 7/16/58

March 18 1953, at 12 o'clock and 4 minutes P. M.

Received and entered with Bristol Co. (S.D.) Registry of deeds, book 1078, page 251.

Bristol County Registry of Deeds

Bristol County Registry of Deeds

Bristol County Registry of Deeds

Bristol County Registry of Deeds

Bristol County Registry of Deeds

Bristol County Registry of Deeds

Bristol County (S)
Registry of Deeds
1078 252

Bristol County (S)
Registry of Deeds

1808

KNOW ALL MEN BY THESE PRESENTS that we, William Wooler,

William Thorn and Grace L. McConville, formerly known as Grace L. Wooler, all of New Bedford, Bristol County, Massachusetts, living ~~unmarried~~, for consideration paid, grant to Otilia Sylvia

of said New Bedford with quitclaim covenants therein New Bedford with the buildings thereon, bounded and described as follows:

(Description and encumbrances, if any)

Beginning at the northwest corner thereof, at a point in the east line of Shawmut Avenue, formerly called the new road, which point is one hundred twenty-four and 75/100 (124.75) feet south from the intersection of the said east line of Shawmut Avenue and the south line of Mt. Vernon Street; thence running easterly in line of land now or formerly of Willard G. Poole and also by land now or formerly of Edith J. Poole, Trustee, two hundred seventy-eight and 67/100 (278.67) feet to land now or formerly of William A. Karalekos, et al; thence southerly in last named line of land and also by land now or formerly of Prior C. Bassett, et al, eighty-four and 7/100 (84.07) feet to land now or formerly of Annie M. Tripp; thence westerly in last named line of land two hundred fifty-five and 5/10 (255.5) feet to the said east line of Shawmut Avenue; and thence northerly in said east line of Shawmut Avenue eighty-five and 67/100 (85.67) feet to the place of beginning.

Containing eighty-two and 48/100 (82.48) square rods of land, more or less.

Being the same premises conveyed to the within grantors by deed dated November 2, 1946, recorded in Bristol County, S. D., Registry of Deeds, Book 922, Pages 71 and 72.

We, Florence E. Wooler, wife of William Wooler;
Alice Thorn, wife of William Thorn;
Edward McConville, husband of Grace L. McConville ~~grantor~~ said grantor, s,

release to said grantee all rights of tenancy by the curtesy and dower and homestead and other interests therein.

Witness my hand and seal this fourteenth day of March 1953

William Wooler
Florence E. Wooler
William Thorn
Alice C. Thorn
Grace L. McConville
Edward McConville

NO STAMPS REQUIRED

The Commonwealth of Massachusetts

Bristol, New Bedford, March 14, 1953

Then personally appeared the above named

William Thorn and acknowledged the foregoing instrument to be his free act and deed before me

George H. Young, Notary Public

My commission expires February 25, 1960

Filed & recorded March 18 1953, at 12 hrs & 31 min P. M.

Bristol County (S)
Registry of Deeds

Bristol County (S)
Registry of Deeds

Bristol County (S)
Registry of Deeds

Bristol County (S)
Registry of Deeds

Bristol County (S)
Registry of Deeds

Bristol County
Registry of Deeds
Prattamy Only

1078

253

1809

1078

KNOW ALL MEN BY THESE PRESENTS that I, Otilia Sylvia

of New Bedford, Bristol County, Massachusetts,
being unmarried, for consideration paid, grant to William Wooler and Florence E. Wooler,
husband and wife of said New Bedford, as joint tenants and not as
tenants by the entirety, with quitclaim covenants
the land in New Bedford with the buildings thereon, bounded and described
as follows: (Description and covenants, if any)

Beginning at the northwest corner thereof, at a point in the east
line of Shawmut Avenue, formerly called the new road, which point is
one hundred twenty-four and 75/100 (124.75) feet south from the inter-
section of the said east line of Shawmut Avenue and the south line of
St. Vernon Street; thence running easterly in line of land now or
formerly of Willard G. Peole and also by land now or formerly of Edith
L. Peole, Trustee, two hundred seventy-eight and 67/100 (278.67) feet
land now or formerly of William A. Karalekos, et al, thence south-
erly in last named line of land and also by land now or formerly of
Prior C. Bassett, et al, eighty-four and 7/100 (84.07) feet to land
now or formerly of Annie D. Tripp; thence westerly in last named line
of land two hundred fifty-five and 5/10 (255.5) feet to the said east
line of Shawmut Avenue; and thence northerly in said east line of
Shawmut Avenue eighty-five and 67/100 (85.67) feet to the place of
beginning.

Containing eighty-two and 48/100 (82.48) square rods of land,
more or less.

Being the same premises conveyed to the within grantor by deed
of even date to be recorded herewith.

Witness of said grantor,
X M M X

Witness by the grantor
I, _____, do hereby certify that the foregoing is a true and correct copy of the original as recorded in my office.

Witness BY hand and seal this fourteenth day of March 1953

Otilia Sylvia

NO STAMPS REQUIRED

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 14, 1953

Then personally appeared the above named
Otilia Sylvia
and acknowledged the foregoing instrument to be her act and deed before me

George H. Young, Notary Public - Bristol, Mass.

My commission expires February 25, 1960

Recorded March 18, 1953, at 12 hrs. & 31 min. P. M.

Bristol County
Registry of Deeds
Prattamy Only

Bristol County
Registry of Deeds
Prattamy Only

253
Otilia Sylvia
Deed
Certificate
9/27/71
1627-163

Bristol County
Registry of Deeds
Prattamy Only

1870 254

1810

BRISTOL COUNTY (S)
 REGISTRY OF DEEDS
 BRISTOL COUNTY MASS

BRISTOL COUNTY (S)
 REGISTRY OF DEEDS
 BRISTOL COUNTY MASS

BRISTOL COUNTY (S)
 REGISTRY OF DEEDS
 BRISTOL COUNTY MASS

BRISTOL COUNTY (S)
 REGISTRY OF DEEDS
 BRISTOL COUNTY MASS

BRISTOL COUNTY (S)
 REGISTRY OF DEEDS
 BRISTOL COUNTY MASS

KNOW ALL MEN BY THESE PRESENTS That I, Frank Knowles

of New Bedford Bristol
 being unmarried, for consideration paid, grant to Clarence R. Roberts of New Bedford

xx Ave., Sciticut Neck, Fairhaven, said County, with warranty covenants
 defined in Dartmouth, said County of Bristol, which is bounded and
 described as follows: [Description and measurements, if any]

Being a strip of land sixty (60) feet in width running
 northerly from the northerly boundary of Mirville Road, which strip
 of land is on the westerly side of the following described parcel:

Beginning at a stake and stones for a northeast corner
 bound; thence West 7^o North twenty-six and one-quarter (26 1/4) rods
 to a stake and heap of stones for a northwest corner; thence South
 about 7^o West in a line of land now or formerly of Sylvanus T.
 Hawes to the north line of the Highway; thence easterly along said
 line of the Highway to land now or formerly of Sarbinas Pool;
 thence North 7^o East in line of last named land to bound first
 mentioned.

Containing ten (10) acres, more or less.

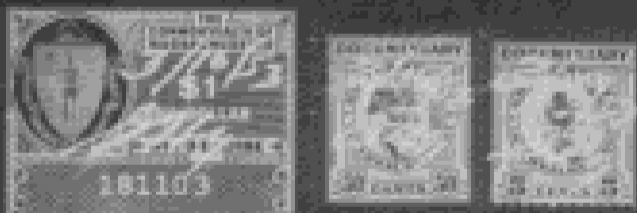
Being the same premises conveyed to the within grantor by
 deed dated May 22, 1951, recorded in Bristol County, S. D., Registry
 of Deeds, Book 1019, Page 71.

XX

XX

Witness my hand and seal this sixteenth day of March, 19 53

Frank Knowles



The Commonwealth of Massachusetts

Bristol, ss New Bedford, March 16, 19 53

Then personally appeared the above named
 Frank Knowles

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

George H. Young
 George H. Young, Notary Public - BRISTOL COUNTY MASS

My Commission expires February 25, 19 60

Filed & recorded March 19 1953, at 1 hrs & 32 min, P. M.

BRISTOL COUNTY (S)
 REGISTRY OF DEEDS
 BRISTOL COUNTY MASS

BRISTOL COUNTY (S)
 REGISTRY OF DEEDS
 BRISTOL COUNTY MASS

1078

1811

1078-35

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

KNOW ALL MEN BY THESE PRESENTS: That I, Anna M. Galipeau, being married,
of New Bedford Bristol County, Massachusetts
being married, for consideration paid grant to Anna M. Galipeau and John S. Galipeau,
being husband and wife, as tenants by the entirety and not as tenants
in common,
of said New Bedford with said claim conveyed

the land in said New Bedford with all the buildings thereon bounded and described as follows:

(Description and circumstances, if any)

Beginning at the northeast corner of said lot at the point of intersection of the south line of Mill Street with the west line of James Street; thence southerly in said west line of James Street seventy-nine and 29/100 (79.29) feet to other land now or formerly of William A. Carroll; thence westerly in line of last named land forty-two and 4/100 (42.04) feet to still other land now or formerly of said Carroll; thence southerly in line of last named land seventy-nine and 31/100 (79.31) feet to the south line of said Mill Street; and thence easterly in said south line of Mill Street forty-two and 4/100 (42.04) feet to the place of beginning.

Containing twelve and 24/100 (12.24) square rods, more or less.

My title is as devisee under the Will of Olga S. Wagner. See records in the Probate Court for the County of Bristol, Docket #10,134.

No Stamps Required

Witness my hand and seal this _____ day of _____ 1953

Witness my hand and seal this _____ day of _____ 1953

Witness my hand and seal this fifth day of March 1953

Anna M. Galipeau

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 5, 1953

Then personally appeared the above named Anna M. Galipeau

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

Jack London
JACK LONDON
Deputy Notary - Justice of the Peace

My commission expires March 23, 1953

Recorded March 18, 1953, at 1 hrs. & 33 min. P. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

Bristol County (13)
Registry of Deeds
Bridgewater
1078 256

1813

Bristol County (13)
Registry of Deeds
Bridgewater

KNOW ALL MEN BY THESE PRESENTS that I, Leo Barrow,

of New Bedford Bristol County, Massachusetts,

being unmarried, for consideration paid, grant to William Kameron and Edith A. Kameron, husband and wife, as tenants by the entirety

of said New Bedford

with warranty certain two lots of land in said New Bedford which are

the land is bounded and described as follows:
(Description and measurements, if any)

FIRST LOT: Beginning at the northwest corner of the land hereby conveyed at a point in the south line of Bedford Street and distant easterly therein 129.15 feet from the present easterly line of Page Street; thence easterly in said south line of Bedford Street 66 feet, more or less, to lot No. 18 on plan of land hereinafter referred to; thence southerly in line of last named lot 146 feet, more or less, to land of parties unknown; thence westerly in line of last named land 66 feet, more or less to land of parties unknown; thence northerly in line of last named land 146 feet, more or less, to said south line of Bedford Street and the point of beginning. Containing 35.4 rods, more or less, and being lot No. 19 on plan of the Statson Estate filed in Bristol County, S.D., Registry of Deeds in Plan Book 20 Page 81.

Being the same premises conveyed to me by Herbert Stern by deed dated February 13, 1946, and recorded in said Registry in Book 910 Page 314. See P.L. Book 5 Page 203, recorded in said Registry for 1928 layout of Page Street.

Said premises are conveyed subject to the following restrictions: No building to be constructed or placed within 25 feet of the south line of Bedford Street. No stables, stores or school houses to be erected on said lot. No house to be erected on said lot to cost less than \$7500 besides the cost of the land. No house for more than one family to be erected to 60-foot frontage.

SECOND LOT: Beginning at a point in the south line of Bedford Street distant 330 feet westerly from the intersection of the west line of Sawyer Street and the south line of said Bedford Street; thence southerly 146.38 feet to a point for a corner; thence westerly 66 feet to land now or formerly of Edmund Wood et al; thence northerly 146.19 feet to the south line of said Bedford Street; thence easterly in said south line of said Bedford Street 66 feet to the point of beginning. Containing 35.46 square rods, more or less. Being lot No. 18 on Plan of Land of "Birkenshaw" by J.L. Hathaway, Engineer, dated October 26, 1923, and recorded in said Registry in Plan Book 25 Page 113.

Being the same premises conveyed to me by Marion Medeiros Bandara et ux by deed dated November 20, 1946, and recorded in said Registry in Book 922 Page 387.

Said premises are conveyed subject to the following restrictions: No house or building to be constructed or placed on this lot within 25 feet of Bedford Street. No stables, stores or schoolhouses to be erected on said lot; no house for more than one family to be erected on said lot and same to cost not less than \$10,000.

All the above described premises are conveyed subject to the taxes for the current year, which the grantees assume and agree to pay.

Bristol County
Registry of Deeds
Bridgewater

Bristol County
Registry of Deeds
Bridgewater

Bristol County
Registry of Deeds
Bridgewater

Bristol County
Registry of Deeds
Bridgewater

Bristol County
Registry of Deeds
Bridgewater

Bristol County Registry of Deeds
Bristol County
1078

Bristol County Registry of Deeds
Bristol County
1078 257



Bristol County Registry of Deeds
Bristol County
1078

I, Mildred D. Berkowitz

husband of said grantor,
wife

release to said grantee all rights of tenancy by the entirety and other interests therein,
dower and homestead

Witness our hand and seal this 18th day of March 1953

Leo Berkowitz
Mildred D. Berkowitz

The Commonwealth of Massachusetts

Bristol ss. March 18 1953

Then personally appeared the above named Leo Berkowitz

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

Robert R. Gossens
Robert R. Gossens Esq. Notary Public - Commonwealth of Mass.

My commission expires March 16 1956

Shewed & recorded March 18 1953, at 1 hrs. & 34 min. P. M.

Bristol County Registry of Deeds
Bristol County
1078

Bristol County Registry of Deeds
Bristol County
1078

Bristol County Registry of Deeds
Bristol County
1078

Bristol County (3)
Registry of Deeds
Bristol County

1978 258
1814
I, Louis Napoleon Trahan

Bristol County (3)
Registry of Deeds
Bristol County

of New Bedford Bristol County, Massachusetts
for consideration paid, grant to my wife, Exilia Trahan
of said New Bedford with quitclaim covenants
the land in said New Bedford, with the buildings thereon bounded and
described as follows:-

(Description and encumbrances, if any)

Beginning at the southwest corner of said lot which is the southeast corner of lot now or formerly belonging to James F. Hoyer; thence easterly Forty-two (42) feet in north line of Robeson Street to land now or formerly of Terrance Clark; thence running northerly Ninety and 80/100 (90.80) feet in line of land of said Clark to land now or formerly belonging to Alvin F. Waite and others; thence running westerly Forty-two (42) feet in said Waite land to northeast corner of land now or formerly belonging to Mrs. Sarah Hoyer; thence southerly Ninety and 80/100 (90.80) feet in line of land now or formerly belonging to Mrs. Sarah Hoyer and James F. Hoyer to the north line of Robeson Street which is the place of beginning. Containing Fourteen (14) rods more or less.

Meaning to convey all my interest in premises conveyed to Louis Napoleon Trahan and Exilia Trahan by deed of Agnes C. Murphy and Mary G. Hoyer dated December 9, 1918 and recorded in Bristol County S. D. Registry of Deeds, Book 468, Page 337.

No stamps required.

Bristol County
Registry of Deeds
Bristol County

Bristol County
Registry of Deeds
Bristol County

Witness my hand and seal this 18th day of March 1953.
Louis Napoleon Trahan
George J. Law

The Commonwealth of Massachusetts
Bristol ss. New Bedford, March 18 1953.

Then personally appeared the above named Louis Napoleon Trahan
and acknowledged the foregoing instrument to be his free act and deed, before me
George J. Law
Sept. 17, 1953.

Recorded March 16 1953 at 2:00 & 36 min P. M.

Bristol County
Registry of Deeds
Bristol County

Bristol County
Registry of Deeds
Bristol County

Bristol County
Registry of Deeds
Bristol County

Bristol County Registry of Deeds
Bristol County Registry of Deeds
Bristol County Registry of Deeds

Bristol County Registry of Deeds
Bristol County Registry of Deeds
Bristol County Registry of Deeds

1815

1078 259

KNOW ALL MEN BY THESE PRESENTS

That we, Manuel Correia and Josephine Correia, husband and wife, both of New Bedford, Bristol County, Massachusetts,

for consideration paid, grant to The Merchants National Bank of New Bedford, a banking organization duly established under the laws of the United States of America and having its usual place of business in said New Bedford,

With Mortgage Covenants, to secure the payment of

Fifteen hundred and - - - - - no/100 Dollars,

with interest at the rate of - - - - - per cent per annum payable monthly

as provided in a note of even date made by the mortgagor and

also to secure the payment of all liabilities of mortgagor (and of each mortgagor, if there be more than one mortgagor) to mortgage, direct or indirect, absolute or contingent, joint or several, individually or as member of any partnership, married or unmarried, liquidated or unliquidated, existing now or arising hereafter, and whether or not otherwise secured,

and also to secure the performance of all conditions and agreements herein contained, the land with the buildings thereon in said New Bedford bounded and described as follows:-

Beginning at a point in the south line of Sidney Street 285 feet easterly therein from the east line of Benlock Street; thence southerly along Lot No. 265 on a plan hereinafter mentioned 80 feet to Lot No. 277 on said plan; thence easterly in line of last named lot 40 feet to Lot No. 263 on said plan; thence northerly in line of last named lot 80 feet to said south line of Sidney Street; and thence westerly in said south line of Sidney Street 40 feet to the place of beginning.

Containing 11.78 square rods, more or less. Being Lot No. 264 on plan of subdivision of property of Joseph T. Kenney filed in Bristol County (S.D.) Registry of Deeds in plan book 7 on page 2. Hereby conveying the same premises conveyed to Leandro Jose d'Oliveira and Elizia D'Oliveira, also called Elizia Soares d'Oliveira, by deed recorded in said Registry in book 882 on page 275. This conveyance was as joint tenants and upon the death of said Leandro in said New Bedford title survived to said Elizia. Our title is as devisees under the will of said Elizia as to which see File No. 88622 in Bristol County Registry of Probate.

Reg.
7/29/57
01223
P335

Bristol County Registry of Deeds
Bristol County Registry of Deeds
Bristol County Registry of Deeds

Bristol County Registry of Deeds
Bristol County Registry of Deeds
Bristol County Registry of Deeds

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Bristol County Registry of Deeds
Bristol County Registry of Deeds
Bristol County Registry of Deeds

BOSTON COUNTY (31)
REGISTER OF DEEDS
MORTGAGE ONLY

BOSTON COUNTY (31)
REGISTER OF DEEDS
MORTGAGE ONLY

BOSTON COUNTY (31)
REGISTER OF DEEDS
MORTGAGE ONLY

BOSTON COUNTY (31)
REGISTER OF DEEDS
MORTGAGE ONLY

BOSTON COUNTY (31)
REGISTER OF DEEDS
MORTGAGE ONLY

1078 260

This mortgage is upon the statutory conditions, for any breach of which or of any of the conditions or covenants herein, the mortgagee shall have the statutory power of sale.

The mortgagor (jointly and severally, if more than one mortgagor) for the consideration aforesaid furthermore covenants with the mortgagee as follows: — to pay the amount of all liabilities hereby secured including all interest which may accrue thereon; not to remove from any building upon the premises herein granted any fixtures, whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, without first obtaining the consent in writing of the mortgagee; to keep the premises insured for the benefit of mortgagee and its successors and assigns against such risks in addition to fire as mortgagee may from time to time require, in such amount and form and in such insurance offices as mortgagee shall approve; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance, and if mortgagee deems it expedient, that said insurance shall be for more than the loan; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the real estate; that from the money arising from said sale and the surrender of said policies the mortgagee may retain, (in addition to all costs, charges and expenses of said sale, and to the amount of insurance premiums and other expenses paid by mortgagee for which mortgagee has not been reimbursed by the mortgagor, and to the amount of all liabilities hereby secured) a commission of one percent (1%) of the purchase money for making said sale; to pay to the mortgagee upon demand any amounts expended by mortgagee in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee therein, or on any indebtedness hereby secured, or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; and in case the mortgagee's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgagee the same percentage on the indebtedness hereby secured as the mortgagee shall from time to time be required to pay as taxes thereon; the mortgagor and all persons releasing dower or curtesy in any part of the mortgaged premises further covenant and agree with the mortgagee that neither mortgagor nor any person so releasing dower or curtesy will ever seek to assert at any time hereafter any defense to any action on this mortgage or any obligation hereby secured by reason of any transaction between the mortgagee and any mortgagor or any subsequent owner, grantee, devisee or heir of the interest of any mortgagor hereunder in the whole or any part of the mortgaged premises, whether or not any transfer hereafter made of any such interest in the whole or any part of the aforesaid premises is expressly made subject to this mortgage, and whether or not any subsequent owner,

BOSTON COUNTY (31)
REGISTER OF DEEDS
MORTGAGE ONLY

BOSTON COUNTY (31)
REGISTER OF DEEDS
MORTGAGE ONLY

grantee, devisee, or heir assumes or agrees to pay this mortgage or any liability secured hereby or guarantee to the mortgagee the payment of any such liability or the performance of any of the covenants or conditions of this mortgage and mortgagor and all persons so releasing dower or curtesy hereby waive any such defense and assent to any extension of time given to any subsequent owner, grantee, heir or devisee; the mortgagee shall also have a lien upon any balance of any deposit account now or hereafter existing with the mortgagee of any party liable to the mortgagee for the payment of the whole or any part of the liabilities secured hereby or the performance of any of the conditions or covenants of this mortgage, whether or not such balance exists now or hereafter, and upon all property of every description of any such party or to which such party may be entitled now or hereafter left with the mortgagee for safe-keeping or otherwise or coming into the hands of the mortgagee in any way, but mortgagee shall not be under any duty to enforce said lien; it is mutually agreed that all rights and obligations of the parties hereto whether created by this instrument or by statute shall be enforceable by and binding upon their heirs, executors, administrators, successors and assigns. The words "mortgagor" and "mortgagee" shall include the plural where the context requires. If mortgagee makes entry to foreclose on all or any part of the mortgaged premises, it may insure against such liabilities, in such amounts and with such insurance companies as it may deem advisable, and mortgagor shall pay the cost of such insurance.

We, the mortgagors above named, being husband and wife of said grantee
 release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises, and consent to all of the foregoing.

WITNESS our hand s and seals this eighteenth day of March in the year one thousand nine hundred and fifty-three.

Signed, sealed and delivered
 in presence of

William R. Freitas

Manuel Correia
Josephine Correia

Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 18, 1953. Then personally appeared
 the above-named Manuel Correia and Josephine Correia and acknowledged the
 foregoing instrument to be their free act and deed, before me—

William R. Freitas
 Notary Public.

My commission expires Dec. 17, 1953.

March 18 1953, at 2 o'clock and 43 minutes P.M.

M. Received and entered with Bristol Co. (Sd.) Reg. of Deeds, lib. 1078
 folio 257

BOSTON COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

BOSTON COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

BOSTON COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

BOSTON COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

BOSTON COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

BOSTON COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

Bristol County (S. D. Registry of Deeds) 1978 262

1817

I, Daniel Oliveira, XMarried, of Dartmouth, formerly

of New Bedford

Bristol County, Massachusetts

do hereby grant to Security Credit Union, a corporation duly established by law and having its usual place of business in said New Bedford,

with mortgage covenants, to secure the payment of ONE THOUSAND and 00/100 (\$1000.00) DOLLARS in or within 20 years from this date, with interest thereon at the rate of 6 per cent per annum, payable in monthly installments of \$ 8.00 on the 17th of each month hereafter, which payments shall be first applied to interest then due and the balance thereof remaining applied to principal; the interest to be computed monthly on the unpaid balance, with the right to make additional payments on account of said principal sum on any payment date, all as provided in note of even date.

the land with the buildings thereon, situated in Dartmouth, said County, being lot No. 21 on plan of land of Ernesto P. Rapoza et al made by Samuel H. Corse C. E. May 17, 1939 recorded in Bristol County S. D. Registry of Deeds, plan book 32, page 25, and further bounded and described as follows:

- Northerly by Rapoza Street ninety (90) feet;
 - Easterly by Mariano Street fifty (50) feet;
 - Southerly by lot No. 22 on said plan ninety (90) feet; and
 - Westerly by lot No. 20 on said plan fifty (50) feet.
- Containing 16.53 square rods more or less.

Being the same premises conveyed to me by deed of Elmira P. Santos dated September 22, 1948 and recorded in said Registry Book 951 page 336.

This mortgage is upon the statutory condition, and further condition that one-twelfth of annual taxes on said real estate according to latest billing be deposited monthly with the mortgagee to APRIL 15 of each year from year to year, I, Maria C. Oliveira, wife of said mortgagor, do hereby release to the mortgagee all rights of dower and homestead and other interests in the mortgaged premises.

Witness my hand and seal this seventeenth day of March 19 53

Daniel Oliveira

Maria C. Oliveira

The Commonwealth of Massachusetts

Bristol, New Bedford, March 17, 19 53

Then personally appeared the above named Daniel Oliveira

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

Viola M. Carmichael, Notary Public

My commission expires May 14 19 59

Recorded March 18 1953 at 3 hrs. & 37 min. P. M.

Bristol County (S. D. Registry of Deeds) 1978 262

Bristol County (S. D. Registry of Deeds) 1978 262

Bristol County (S. D. Registry of Deeds) 1978 262

Bristol County (S. D. Registry of Deeds) 1978 262

Bristol County (S. D. Registry of Deeds) 1978 262

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS COPY

1078

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS COPY

1818

1078 263

Security Credit Union, a corporation duly established by law and having its usual place of business in New Bedford, Bristol County, Massachusetts,

holder of a mortgage

from Daniel Oliveira

to it

dated September 22, 1948

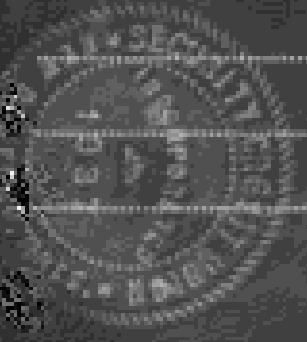
recorded with Bristol County S. D.

Registry of Deeds

Book 951, Page 337, acknowledge & satisfaction of the same.

In witness whereof said Security Credit Union by its duly authorized officer, Fred E. Hilton, Treasurer, has caused these presents to be signed in its name and behalf and its corporate seal to be affixed hereto

WITNESSETH acknowledged this seventeenth day of March, 1953.



SECURITY CREDIT UNION
by *Fred E. Hilton*
Treasurer.

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 17, 1953.

Then personally appeared the above named Fred E. Hilton, Treasurer, and acknowledged the foregoing instrument to be the free act and deed of said Security Credit Union, before me

Ulysse Auger
Ulysse Auger Notary Public - MASSACHUSETTS

My commission expires Aug. 5, 1958.

Received & recorded March 17, 1953, at 4 hrs. & 45 min. P.M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS COPY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS COPY

BRISTOL COUNTY (15)
REGISTRY OF DEEDS
FAIRFIELD COUNTY

BRISTOL COUNTY (15)
REGISTRY OF DEEDS
FAIRFIELD COUNTY

4/14/57
B 1208
P 66

1078 264

1819

POWER OF ATTORNEY

~~and~~ ALBERT A. BORGES and
DORIS R. BORGES
 of 2269 Acushnet Ave, New Bedford, Mass
Residence street address City or Town
 County of Bristol and State of Massachusetts
 do hereby irrevocably appoint TILO ROOFING COMPANY, INC., a Delaware corporation having principal office at 347 Longbrook Avenue, Stratford, in the County of Fairfield, State of Connecticut (said corporation to act by A. J. Wieland, its Treasurer, or Everett C. Benton, its Vice-President) my or our attorney for me or us and in my or our name and stead to sign, seal, acknowledge and deliver to TILO ROOFING COMPANY, INC. to its agents a mortgage upon my or our real estate located at 2269 Acushnet Ave, New Bedford Bristol Massachusetts
Street address of property City or Town County State
 or elsewhere, to secure payment of a sum not to exceed Fifteen Hundred thirty seven Dollars and thirty Cents, 1597.30 Dollars, hereby revoking all former powers of attorney or authorizations whatever in the premises.

Giving and granting unto my or our said attorney full power and authority to do and perform all and every act and thing whatsoever, requisite, necessary or proper to be done to accomplish the above purposes, as fully, to all intent and purpose, as I or we might or could do if personally present, with full power of substitution, hereby ratifying and confirming all that my or our said attorney, or its substitute, shall lawfully do, or cause to be done, by virtue hereof.

In Witness Whereof, I or we have hereto set my or our hand(s) and seal(s) this Seventh day of March 1953

In the presence of:
John King, Wrentham, Mass Albert A. Borges (I.S.)
Doris R. Borges (I.S.)
 (I.S.)
 (I.S.)

State of Massachusetts)
 County of Bristol) New Bedford, March 7 A.D. 1953

Personally appeared Albert A. Borges and Doris R. Borges
 signers and sealers of the foregoing instrument, who acknowledged that they executed the same as their free act and deed before me.



Donald Juman
 JOURNAL 264111 Notary Public
 My Commission expires April 14, 1955

Received & recorded March 19 1953, at 8 106 & 58 min. A.M.

BRISTOL COUNTY (15)
REGISTRY OF DEEDS
FAIRFIELD COUNTY

BRISTOL COUNTY (15)
REGISTRY OF DEEDS
FAIRFIELD COUNTY

BRISTOL COUNTY (15)
REGISTRY OF DEEDS
FAIRFIELD COUNTY

BRISTOL COUNTY (15)
REGISTRY OF DEEDS
FAIRFIELD COUNTY

BRISTOL COUNTY (15)
REGISTRY OF DEEDS
FAIRFIELD COUNTY

BRISTOL COUNTY REGISTER OF DEEDS FAIRFIELD COUNTY

1078-1820

1820

We, Albert A. Borges and Doris R. Borges, acting herein by our Attorney in Fact, Tilo Roofing Company, Inc., by Everett C. Benton, Vice President and...

with mortgage interests, to secure the payment of One thousand five hundred ninety seven and 20/100 (\$1,597.20) Dollars

in five years with six(6) per centum interest per annum payable... as provided in our note of even date, the same with the buildings thereon in the City of New Bedford, County of Bristol, State of Massachusetts, more particularly bounded and described as follows:

Beginning at the southeast corner thereof at a point in the west line of Acushnet Avenue, and at the northeast corner of land now of Joseph E. and Marie A. Boucher; thence westerly in the north line of said Boucher land eighty (80) feet; thence northerly fifty (50) feet; thence easterly eighty (80) feet to the said west line of Acushnet Avenue; thence southerly in said west line of Acushnet Ave. fifty (50) feet to the place of beginning.

Being the same premises conveyed by Leo Rochelam to Albert A. Borges and Doris R. Borges, by deed dated 3/24/52 and recorded in Bristol County Registry of Deeds, Volume 1064, Page 165, reference thereto being hereby made for a more particular description.

Said premises are subject to a first mortgage as will appear of record.

Said premises being known as 2269 Acushnet Avenue, New Bedford, Mass.

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale Albert A. Borges and Doris R. Borges husband and wife, said mortgagors,

release to the mortgagee all rights of tenancy by the entirety and other interests in the mortgaged premises.

Witness our hand and seal this 11th day of March 1953

Albert A. Borges Doris R. Borges by our Attorney in Fact Tilo Roofing Company, Inc. Everett C. Benton, Vice President

State of Connecticut County of Fairfield in Stratford March 11, 1953

Then personally appeared the above named Albert A. Borges and Doris R. Borges, by their Attorney in Fact, Tilo Roofing Company, Inc., Everett C. Benton, Vice President and acknowledged the foregoing instrument to be their free act and deed before me,

Notary Public - Connecticut

My commission expires April 1, 1954

and recorded March 19 1953, at 9 hrs. & 59 min. P. M.

Discharge 2/14/57 B1208 P.66

BRISTOL COUNTY REGISTER OF DEEDS FAIRFIELD COUNTY

BRISTOL COUNTY REGISTER OF DEEDS FAIRFIELD COUNTY

BRISTOL COUNTY REGISTER OF DEEDS FAIRFIELD COUNTY

BRISTOL COUNTY REGISTER OF DEEDS FAIRFIELD COUNTY

BRISTOL COUNTY REGISTER OF DEEDS FAIRFIELD COUNTY

1078 266

1821

Know All Men By These Presents That We, Antonio P. Serra and Angelina P. Avila, husband and wife, both

of Dartmouth Bristol County, Massachusetts, hereby acknowledge for consideration paid, grant to John L. Cruz of 20 Division Street, New Bedford in said County

with

QUITCLAIM COVENANTS

the land in DARTMOUTH, Bristol County, Massachusetts, bounded and described as follows:

Beginning at a point in the northeasterly extension of proposed Gorham Street, and at the southwesterly corner of the land to be conveyed, said point being 50 feet northwesterly from the northwest line of land, now or formerly of Antonio De Mello;

thence northwesterly in said northeasterly extension of proposed Gorham Street 120 feet;

thence northeasterly 100 feet;

thence southeasterly 120 feet to a point which is 50 feet north of the northeast corner of said Mello land; and

thence southwesterly 100 feet to the point of beginning.

Being a portion of the premises conveyed to us by deed of Antonio P. Serra, dated January 11, 1944 and recorded in Bristol County S. D. Registry of Deeds, Book 877, Pages 92 and 93.

Being also a portion of Lot B on Plan of Land of Antonio P. Serra, dated January 7, 1944 and recorded in said Registry, Plan Book 35, Page 32.

Hereby granting to the grantee a right of way 50 feet wide adjacent to the southwest line of this lot and being the same proposed extension of Gorham Street above mentioned.

Real estate tax for 1953 to be paid by grantor.

No documentary stamps required.

Following is a sketch of these premises.

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

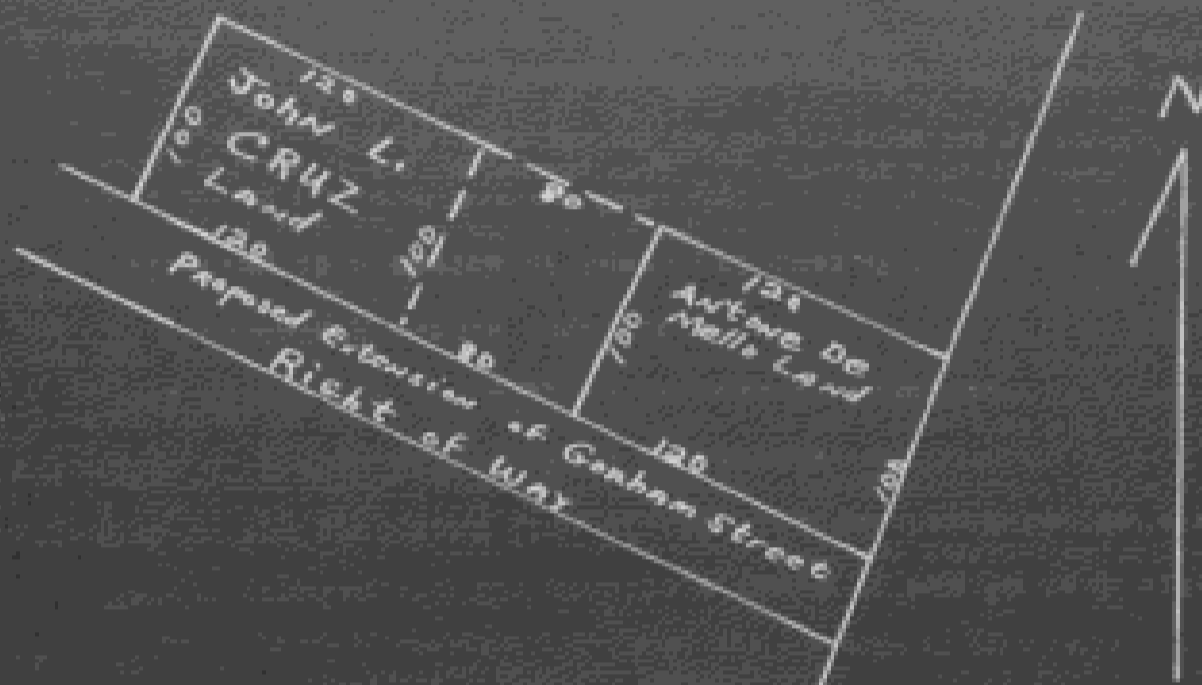
BRISTOL COUNTY MASS. REGISTRY OF DEEDS

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

1078 266

BRISTOL COUNTY MASS. REGISTRY OF DEEDS



We, Anthony M. Avila and Angelina P. Avila, husband and wife

release to said grantee all rights of tenancy by the curtesy and other interests therein, dower and homestead

Witness our hands and seals this 17th day of March 1953.

Fred M. Thomas
Witness to Anthony M. Avila.

Anthony M. Avila
Angelina P. Avila.

The Commonwealth of Massachusetts

Bristol ss New Bedford, March 7, 1953.

Then personally appeared the above named Anthony M. Avila

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

Fred M. Thomas
Fred M. Thomas - Notary Public - Massachusetts

My commission expires November 9, 1956.
Title not examined.

Received & recorded March 19 1953, at 9 hrs & 1 min. A. M.

BRISTOL COUNTY MASS. REGISTER OF DEEDS

1822

BRISTOL COUNTY MASS. REGISTER OF DEEDS

I, Tillie Baron,
of Wareham, Plymouth

being executed, for consideration paid, grant to Huttleston Apartments, a corporation duly organized by law and having its usual place of business in Bristol County, Massachusetts

with mortgage covenants, to secure the payment of - - - - - Dollars
Twenty Thousand (\$20,000)

in years with percentum interest per annum payable

as provided in a note of even date,

the land in New Bedford, said Bristol County, with all buildings and improvements thereon, bounded and described as follows:-

Beginning at the Southeast corner thereof at a point in the West line of Purchase Street distant Northerly ^{the record} from the North line of Merrimac Street, One Hundred Eight and 84/100 (108.84) feet, the same being the Northeast corner of land now or formerly of Anne and Max Warden; thence WESTERLY in line of last named land and land now or formerly of James J. Jennings, One Hundred Thirty-One and 33/100 (131.33) feet to land now or formerly of Thomas F. O'Neill; thence NORTHERLY in line of last named land, Fifty-Four and 42/100 (54.42) feet to land now or formerly of Ellis Moore; thence EASTERLY in line of last named land and land now or formerly of Jacob Howard, One Hundred Thirty-One and 33/100 (131.33) feet to a point in the said West line of Purchase Street; and thence SOUTHERLY in said West line of Purchase Street, Fifty-Four and 42/100 (54.42) feet to the place of beginning, containing Twenty Six and 29/100 (26.29) square rods of land, more or less, and being the same premises conveyed to Tillie Baron by Gilbert Kate by deed dated February 10, 1942, and recorded in Bristol County South District Registry of Deeds, Book 851, Page 139.

This conveyance is made subject to a prior mortgage to Saced Morad in the original amount of Five Thousand (\$5,000) Dollars.

This mortgage is upon the statutory condition,

for any breach of which the mortgages shall have the statutory power of sale.

I, Joseph Baron, husband of said Tillie Baron husband and mortgagee,
wife

release to the mortgagee all rights of ^{tenancy by the curtesy} and other interests in the mortgaged premises.

Witness our hands and seals this nineteenth day of March 19 53

Vincent W. Johnson Tillie Baron TB
Joseph Baron JB

The Commonwealth of Massachusetts

Bristol ss. New Bedford, March 19, 1953

Then personally appeared the above-named Tillie Baron and acknowledged the foregoing instrument to be her free act and deed, before me

Vincent W. Johnson
Vincent W. Johnson, Notary Public
Bristol, Mass.

My commission expires December 10, 1954.

RECEIVED & RECORDED MARCH 19 1953, AT 9 hrs. & 26 min. A.M.

BRISTOL COUNTY MASS. REGISTER OF DEEDS

269
1110-337

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITIONS

Joseph Baron,
of Wareham,
being authorized, for consideration paid, grant to Huttleston Apartments, Inc., a corporation duly organized by law and having its usual place of business in Fairhaven, Bristol County, Massachusetts,
with mortgage covenants, to secure the payment of
Twenty Thousand (\$20,000) Dollars
in
as provided in a note of even date,
the land in New Bedford, in said Bristol County, Massachusetts, with all buildings and improvements thereon, bounded and described as follows:-

Beginning at a drill hole in the West line of Belleville Avenue and distant Northerly therein, Forty-three and 40/100 (43.40) feet from the North line of Washburn Street; thence Westerly Seventy-two and 48/100 (72.48) feet to a stake at the Southwest corner of these premises; thence Northerly, Fifty-six and 60/100 (56.60) feet to a line of Tacks at the Northwest corner of these premises; thence Easterly, Seventy-two and 80/100 (72.80) feet to a stake in said West line of Belleville Avenue; and thence Southerly in said West line of Belleville Avenue, Fifty-six and 60/100 (56.60) feet to the drill hole above referred to and the point of beginning; containing Fifteen and 10/100 (15.10) square rods of land, more or less, and being the same premises conveyed to Joseph Baron by Amede J. Beaulieu et ux by deed dated May 9, 1946, and recorded in Bristol County South District Registry of Deeds, Book 913, Page 401.

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale.

I, Tillie Baron, wife of said Joseph Baron,
release to the mortgagee all rights of
Witness our hands and seals this nineteenth day of March, 19 53.

Vincent W. Johnson (Notary)
Tillie Baron

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 19, 19 53.

Then personally appeared the above-named Joseph Baron,
and acknowledged the foregoing instrument to be his free act and deed,
before me

Vincent W. Johnson
Vincent W. Johnson, Notary Public

My commission expires December 10, 19 54

Recorded March 19 1953 at 9 hrs & 24 min. A. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITIONS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITIONS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITIONS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITIONS

I, Leonard H. Baron,
of Wareham, Plymouth County, Massachusetts

being married, for consideration paid, grant to Battleston Apartments, Inc., a corporation duly organized by law and having its usual place of business in Wareham, Bristol County, Massachusetts

with mortgage ~~consent~~, to secure the payment of - - - - -
- - - - - Twenty Thousand (\$20,000) - - - - - Dollars

in ~~yearly~~ ~~payments~~ ~~of~~ ~~one~~ ~~hundred~~ ~~and~~ ~~no~~ ~~more~~ ~~percent~~ ~~per~~ ~~annum~~ ~~payable~~
as provided in a note of even date,

the land in New Bedford, in said Bristol County, with all buildings and improvements thereon, bounded and described ~~as follows~~ as follows:-

Beginning at a point in the West line of Purchase Street Sixty-Eight and 10/100 (68.10) feet South of the South line of Hazzard Street; thence WESTERLY in line parallel to said South line of Hazzard Street, Ninety-Nine and 33/100 (99.33) feet; thence SOUTHERLY in a line parallel with said line of Purchase Street, Sixty-Eight and 90/100 (68.90) feet; thence EASTERLY to said West line of Purchase Street, Ninety-Nine and 33/100 (99.33) feet; thence NORTHERLY in said West line of Purchase Street, Sixty-Eight and 10/100 (68.10) feet to the point of beginning, containing Twenty-Four and 86/100 (24.86) square rods of land, more or less, and being the same premises conveyed to Leonard H. Baron by Joseph Baron by deed dated December 26, 1946, and recorded in Bristol County South District Registry of Deeds, Book 923, Page 199.

This conveyance is made subject to a prior mortgage to Saeed Morad in the original amount of Five Thousand Three Hundred (\$5,300) Dollars.

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale.

I, Sylvia L. Baron, wife of said Leonard H. Baron, ~~with~~ ~~consent~~ ~~of~~ ~~my~~ ~~husband~~ ~~do~~ ~~hereby~~ ~~release~~ ~~to~~ ~~the~~ ~~mortgagee~~ ~~all~~ ~~rights~~ ~~of~~ ~~dower~~ ~~and~~ ~~homestead~~ ~~and~~ ~~other~~ ~~interests~~ ~~in~~ ~~the~~ ~~mortgaged~~ ~~premises.~~

Witness our hands and seals this nineteenth day of March 1953

Vincent W. Johnson (to LHB) Leonard H. Baron
Sylvia L. Baron

The Commonwealth of Massachusetts

Bristol ss. New Bedford, March 19, 1953

Then personally appeared the above-named Leonard H. Baron and acknowledged the foregoing instrument to be his free act and deed, before me

Vincent W. Johnson
Vincent W. Johnson, ~~Notary Public~~

My commission expires December 10, 1954.

Received & recorded March 19 1953, at 9 hrs & 27 min. A. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
1953 MAR 19 11 18 AM '53

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
NEW BEDFORD

RECEIVED & RECORDED
MARCH 19 1953
AT 9 HRS & 27 MIN. A. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITION

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITION

1825

We, Louis A. Crepeau and Lorraine B. Crepeau, husband and wife,

of Dartmouth, Bristol County, Massachusetts,

for consideration paid, grant to James H. Hinman and Gladys E. Hinman, husband and wife, of said Dartmouth, as joint tenants and not as tenants by the entirety

with warranty covenants.

the land, with any buildings thereon, in said Dartmouth, bounded and described as follows:

BEGINNING at a point in the northerly line of Idlewood Avenue, formerly Anne Street and distant easterly therein one hundred eight and 3/10 (108.3) feet from the easterly line of Rock Hill Drive, formerly Edna Street;

thence NORTHERLY in line of other land now or formerly of Louis A. Crepeau, at ux eighty (80) feet;

thence EASTERLY in line of last named land, one hundred (100) feet;

thence SOUTHERLY in line of last named land eighty (80) feet; and

thence WESTERLY in the northerly line of Idlewood Avenue, formerly Anne Street, one hundred (100) feet to the point of beginning.

Containing eight thousand (8,000) square feet, more or less.

Being Lots 376 and a part of 375 and part of 377 on the Plan of Carrolton Heights, Section B, filed in Bristol County S.D. Registry of Deeds, Plan Book 25, Page 200.

Being part of the premises conveyed to us by the Merchants National Bank of New Bedford by deed dated March 28, 1951 and recorded in said Registry, book 1014, page 42.

Subject to the 1953 real estate taxes which the grantees assume and agree to pay.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITION

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITION

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITION

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITION

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITION

BRISTOL COUNTY MASS.
REGISTER OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTER OF DEEDS
PREVIEW ONLY

1078 272

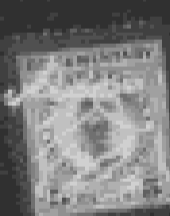
We, the said grantors, being husband and wife,
release to said grantees all rights of curtesy, dower, homestead, statutory, and other interests therein.

Witness our hands and seal this 19th day of March 1953

Executed in the presence of

Alfred Robert Crewe
by all

Louis A. Crepeau
Lorraine R. Crepeau



Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 19 1953

Then personally appeared the above named Louis A. Crepeau
and acknowledged the foregoing instrument to be his free act and deed.

before me Alfred Robert Crewe
Notary Public

My commission expires 7/1/1958

Received & recorded March 19 1953, at 9 hrs. & 35 min. A.M.

BRISTOL COUNTY MASS.
REGISTER OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTER OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTER OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTER OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTER OF DEEDS
PREVIEW ONLY

1827 1078 273
Know All Men by these Presents

that the NEW BEDFORD FIVE CENTS SAVINGS BANK, a corporation duly established by law at New Bedford, County of Bristol, and Commonwealth of Massachusetts, the holder of a mortgage from

Louis A. Crepeau et ux.

to said Corporation, dated August 18, 1952 A. D. , and recorded with Bristol County S. D. Registry of Deeds, book 1059, page 371, acknowledges satisfaction of the same.

In witness whereof, the said NEW BEDFORD FIVE CENTS SAVINGS BANK,

by John T. Chambers, its Asst. Treasurer, thereto duly authorized, has caused its corporate name to be hereto subscribed and its corporate seal hereto affixed, this nineteenth day of March, 1953, A. D.

Signed and sealed in the presence of

NEW BEDFORD FIVE CENTS SAVINGS BANK

By *John T. Chambers*
President
Assistant
Asst. Treasurer

Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 19, 1953. Then personally appeared the above-named John T. Chambers, Asst. Treas., and acknowledged the foregoing instrument to be the free act and deed of said Corporation, before me

Walter Robert Love
Justice of the Peace
Notary Public
My commission expires 7/15/58

heard 19, 1953, at 9 o'clock and 36 minutes A. M.
Received and entered with *Bristol Co. S. D. Registry of* deeds,
book 1078, page 273

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
BRISTOL COUNTY MASS

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
BRISTOL COUNTY MASS

1078 274

1829

Know All Men by these Presents

that the NEW BEDFORD FIVE CENTS SAVINGS BANK, a corporation duly established by law at New Bedford, County of Bristol, and Commonwealth of Massachusetts, the holder of a mortgage from

Better Homes Inc.

to said Corporation, dated November 18, 1948 A. D. and recorded with Bristol County S. D. Registry of Deeds, book 950, page 73 acknowledges satisfaction of the same.

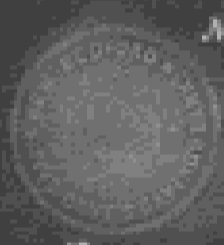
In witness whereof, the said NEW BEDFORD FIVE CENTS SAVINGS BANK,

by John T. Chambers, its Asst. Treasurer, thereto duly authorized, has caused its corporate name to be hereto subscribed and its corporate seal hereto affixed, this nineteenth day of March, 1953, A. D.

Signed and sealed in the presence of

NEW BEDFORD FIVE CENTS SAVINGS BANK

By



FRANKLIN
BENNETT
Asst. Treasurer

Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 19, 1953. Then personally

appeared the above-named John T. Chambers, Asst. Treas., and acknowledged the foregoing instrument to be the free act and deed of said Corporation, before me

Alfred Robert Cline
Justice of the Peace
Notary Public

My commission expires 7/15/58

March 19, 1953, at 10 o'clock and 19 minutes A. M.

Received and entered with Bristol Co. S. D. Registry of deeds, book 1078, page 274.

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
BRISTOL COUNTY MASS

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
BRISTOL COUNTY MASS

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
BRISTOL COUNTY MASS

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
BRISTOL COUNTY MASS

1830

KNOW ALL MEN BY THESE PRESENTS,

That The Merchants National Bank of New Bedford, the mortgagee named in and present holder of a mortgage from Marcel J. Masse, J. Hector Masse and J. Robert Masse to it dated December 16, 1949, recorded in Bristol County (S.D.) Registry of Deeds, Book 975, Page 328, for consideration paid, does hereby release to said mortgagors all its right, title and interest under said mortgage in and to the premises described therein, expressly reserving to itself and its successors and assigns the right to hold personally liable all persons heretofore personally liable to it with respect to any of the indebtedness secured by said mortgage and also reserving to itself and its successors and assigns all rights which it now has against all other security for any of said indebtedness.

In Witness Whereof said The Merchants National Bank of New Bedford has caused these presents to be signed and sealed in its name and behalf by William R. Calderon its Vice President, thereunto duly authorized this 19th day of March, 1953.

The Merchants National Bank of New Bedford

By

William R. Calderon

Vice President

The Commonwealth of Massachusetts

Bristol, ss

New Bedford, March 19, 1953

Then personally appeared the above named William R. Calderon Vice President as aforesaid and acknowledged the foregoing instrument to be the free act and deed of said The Merchants National Bank of New Bedford, before me,

John D. Kennedy
JOHN D. KENNEDY
Notary Public

My commission expires Nov. 7, 1953

Witness my hand and seal this 19th day of March, 1953, at 10 hrs. & 30 min. A. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUSLY RECORDED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUSLY RECORDED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUSLY RECORDED

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BRISTOL COUNTY MASSACHUSETTS
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PREVIOUSLY RECORDED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUSLY RECORDED

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENTIVE ONLY

1078 276

1833

I, Harry Geneaky, holder of a mortgage
from Joaquin Gibbons
to De
dated October 25, 1951
recorded with Bristol (S.D.) County Registry of Deeds
Book 1032 Page 182, acknowledge satisfaction of the same

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENTIVE ONLY

Witness my hand and seal this 19th day of March 19 53.

Harry Geneaky

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENTIVE ONLY

The Commonwealth of Massachusetts

Bristol ss. March 19 19 53.

Then personally appeared the above named Harry Geneaky
and acknowledged the foregoing instrument to be his free act and deed
before me

Robert J. Talbot
Notary Public - *TTTTTTTT*

My commission expires *June 7* 19 57

Received & recorded March 19 1953 at 11 hrs & 31 min. A.M.

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENTIVE ONLY

Know all men by these presents

the SCARPITTI INVESTMENT CORPORATION

the mortgage named in a certain mortgage given by Joaquin Gibbons

dated August 5,

A. D. 19 52 and recorded with the

Bristol County (SD)

Registry of Deeds Book 1058 Page 136

hereby acknowledges that it has received from Joaquin Gibbons

the mortgage

named in said mortgage, full payment and satisfaction of the same; and in consideration thereof it hereby cancels and discharges said mortgage, and releases and quitsains unto the said Joaquin Gibbons and his heirs and assigns forever all interest acquired under said mortgage in the premises thereby conveyed.

In witness whereof, the said SCARPITTI INVESTMENT CORPORATION has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by Nicholas L. Scarpitti its treasurer this 19th day of March A. D. 19 53

Signed and sealed in the presence of

SCARPITTI INVESTMENT CORPORATION

by Nicholas L. Scarpitti Treasurer

The Commonwealth of Massachusetts

Bristol ss March 19, 19 53 then personally appeared the abovesaid Nicholas L. Scarpitti and acknowledged the foregoing instrument to be the free act and deed of the SCARPITTI INVESTMENT CORPORATION before me—

My commission expires Feb. 28/54

Jesse C. Galligo Jr. Notary Public—JESSE C. GALLIGO, JR.

March 19 1953 at 11 o'clock and 31 minutes A. M.

Witnessed and entered with the Bristol Co. (SD) Registry of Deeds, book 1078 page 277



BRISTOL COUNTY MASS. REGISTRY OF DEEDS

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PITTSFIELD

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PITTSFIELD

1078 278

1835

Know all men by these presents

that SCARPITTI INVESTMENT CORPORATION
the mortgagee named in a certain mortgage given by Joaquin Gibbons

dated October 6, A. D. 19 52 and recorded with the
Bristol County Registry of Deeds Book 1064 Page 215
hereby acknowledges that it has received from Joaquin Gibbons

the mortgagee
named in said mortgage, full payment and satisfaction of the same; and in consideration thereof
it hereby cancels and **Discharges** said mortgage, and releases and quitsclaims unto the said
Joaquin Gibbons and his heirs and assigns forever
all interest acquired under said mortgage in the premises thereby conveyed.

In witness whereof, the said SCARPITTI INVESTMENT CORPORATION
has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged, and
delivered in its name and behalf by Nicholas L. Scarpitti its treasurer
this 19th day of March A. D. 19 53



Signed and sealed in the presence of SCARPITTI INVESTMENT CORPORATION
by Nicholas L. Scarpitti
Treasurer

The Commonwealth of Massachusetts

Bristol ss March 19, 1953 19 then personally appeared
the above-named Nicholas L. Scarpitti and acknowledged the foregoing instrument
to be the free act and deed of the SCARPITTI INVESTMENT CORPORATION
before me—

My commission expires Feb. 26/58 Jesse C. Galligo Jr.
Notary Public - SCARPITTI INVESTMENT CORPORATION
Jesse C. Galligo Jr.



March 19 1953 at 11 o'clock and 31 minutes A. M.
Received and entered with the Bristol Co. Registry of Deeds, book 1078 page 278

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PITTSFIELD

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PITTSFIELD

1837

KNOW ALL MEN BY THESE PRESENTS

We, Floyd N. Robb and Marjorie N. Robb, husband and wife, of Westport, Bristol County, Massachusetts, for consideration paid, grant to Della M. Butler, unmarried, of New Bedford, Bristol County, Massachusetts, with quitclaim covenants

in said Westport on the east side of the Main Road leading to Westport Point bounded and described as follows:

Beginning at a point in the east line of said Main Road distant northerly in said east line approximately two hundred thirty-four (234) feet from the northwest corner of the lot on which stands the house formerly owned and occupied by Adin H. N. Macomber and Elihu G. Macomber; thence easterly in the line of the wall as it now stands and by other land now or formerly of Theresa F. Gifford and Gertrude C. Westberg three hundred twenty-nine (329) feet more or less to a corner in the wall at other land now or formerly of said Gifford and Westberg; thence northerly in the line of the wall as it now stands and by last named land two hundred seventy-six (276) feet more or less to a corner in the wall at other land now or formerly of said Gifford and Westberg; thence westerly in the line of the wall as it now stands and by last named land three hundred thirty (330) feet, more or less to the east line of said Main Road; thence southerly in the east line of said Main Road two hundred ninety (290) feet more or less to the place of beginning. Containing two (2) acres more or less. Together with all our right, title and interest in and to the fee in said Main Road in the section adjoining the land hereinbefore described.

For our title see deed of Theresa F. Gifford and Gertrude C. Westberg to us dated September 26, 1949, recorded in Bristol County (S.D.) Registry of Deeds, Book 971, Page 129.

Notary Public

Witness our hands and seals this 18th day of March, 1953

Richard Paul
Witness to both

Floyd N. Robb
Marjorie N. Robb

No stamps required.

The Commonwealth of Massachusetts

Bristol, March 18, 1953

Then personally appeared the above named Floyd N. Robb and Marjorie N. Robb

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

Richard Paul
Notary Public

My commission expires July 24, 1953.

Witness my hand and seal this 19th day of March 1953, at 11 hrs. & 36 min. A. M.

1078 280

1838

KNOW ALL MEN BY THESE PRESENTS

I, Della M. Butler,
 of New Bedford, Bristol County, Massachusetts,
 being unmarried, for consideration paid, grant to Floyd N. Robb and Marjorie N. Robb,
 husband and wife, as tenants by the entirety,
 of Westport, Bristol County, Massachusetts, with quitclaim covenants
 the land in said Westport on the east side of the Main Road leading to
 Westport Point bounded and described as follows:

Beginning at a point in the east line of said Main Road distant
 northerly in said east line approximately two hundred thirty-four (234)
 feet from the northwest corner of the lot on which stands the house
 formerly owned and occupied by Adin H. N. Macomber and Elihu G. Macomber;
 thence easterly in the line of the wall as it now stands and by other
 land now or formerly of Theresa P. Gifford and Gertrude C. Westberg
 three hundred twenty-nine (329) feet more or less to a corner in the
 wall at other land now or formerly of said Gifford and Westberg; thence
 northerly in the line of the wall as it now stands and by last named
 land two hundred seventy-six (276) feet more or less to a corner in the
 wall at other land now or formerly of said Gifford and Westberg; thence
 westerly in the line of the wall as it now stands and by last named
 land three hundred thirty (330) feet, more or less to the east line of
 said Main Road; thence southerly in the east line of said Main Road two
 hundred ninety (290) feet more or less to the place of beginning.
 Containing two (2) acres more or less. Together with all my right,
 title and interest in and to the fee in said Main Road in the section
 adjoining the land hereinbefore described.

For my title see deed of the grantees of even date to me to be
 recorded herewith.

Witness my hand and seal this 18th day of March 1953.

Witness my hand and seal this 18th day of March 1953.

Richard Paul
 Witness to D. M. B.
 Della M. Butler

No stamps required.

The Commonwealth of Massachusetts

Bristol ss. March 18, 1953.

Then personally appeared the above named Della M. Butler
 and acknowledged the foregoing instrument to be her free act and deed, before me

Richard Paul
 Notary Public - Massachusetts

My commission expires July 24, 1953.

Witness my hand and seal this 19th day of March 1953, at 11 hrs. & 37 min. A. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
FREDERICK C. COLEMAN

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
FREDERICK C. COLEMAN

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
FREDERICK C. COLEMAN

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
FREDERICK C. COLEMAN

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
FREDERICK C. COLEMAN

1839

We, Harry A. Mosher and Arlene M. Mosher, husband and wife,

of Fairhaven,

Bristol County, Massachusetts,

for consideration paid, grant to Raymond N. Hiller and Marion F. Hiller, husband and wife, as joint tenants and not as tenants by the entirety, of said Fairhaven,

with warranty covenants,

xix

the land, with any buildings thereon, is said Fairhaven, bounded and described as follows:

Said land is situated on the east side of Main Street and bounded:

On the WEST by said Main Street;

On the SOUTH by land now or formerly of Daniel W. Deane;

On the EAST by land now or formerly belonging to the estate of Alexander Winsor, deceased; and

On the NORTH by land now or formerly of Ellen Sweet.

Being the same premises conveyed to us by deed of Deborah Delano, dated September 1, 1942, recorded in Bristol County S. D. Registry of Deeds, Book 858, Page 399.

Subject to the 1953 real estate taxes which the grantees assume and agree to pay.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
FREDERICK C. COLEMAN

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
FREDERICK C. COLEMAN

ASTOR COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

ASTOR COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

1078 282

We, the said grantors, being husband and wife,

release to said grantee all rights of custody, dower, homestead, statutory, and other interests therein.

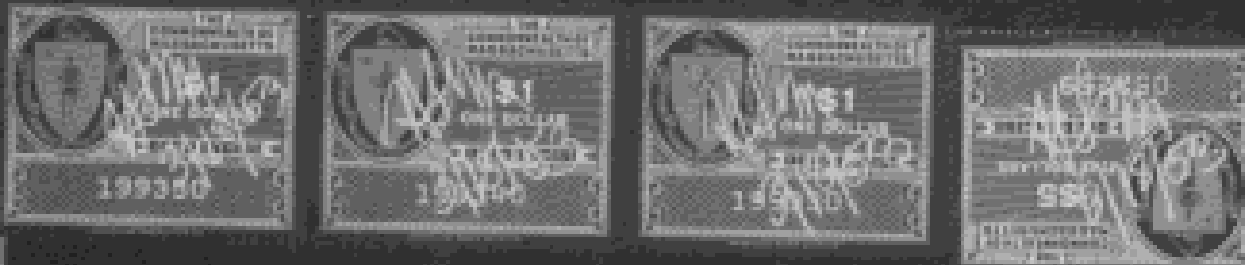


Witness our hand and seal this 2nd day of March 1953

Executed in the presence of

Hertude J. Karrer
Dorothy M. Zimlan

H. A. M. Harry A. Mosher
A. M. M. Calvin M. Mosher



ASTOR COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

ASTOR COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

STATE OF FLORIDA
NOTARY PUBLIC
New Smyrna
Notary

Volusia, SS

March 2, 1953

Then personally appeared the above named Harry A. Mosher and acknowledged the foregoing instrument to be his free act and deed.

before me *Hertude J. Karrer*
Notary Public

Notary Public, State of Florida at large
My commission expires Oct. 14, 1954
Issued by American Surety Co. of N. Y.

My commission expires 195

Filed & recorded March 19 1953, at 11 hrs. & 49 min. A. M.

ASTOR COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

ASTOR COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

1841

I, Walter G. Manchester, ~~XXXXXX~~ married

of New Bedford, Bristol County, Massachusetts,

~~XXXXXXXXXX~~ for consideration paid, grant to Bernard Joseph Simi and Audrey T. Simi, husband and wife, as joint tenants and not as tenants by the entirety, of said New Bedford, ~~XXXXXXXXXX~~

~~XXXXXXXXXX~~ XX

with warranty covenants,

the land, with any buildings thereon, in said New Bedford, bounded and described as follows:

BEGINNING at the northwest corner of this lot at a point in the east line of Reed Street three hundred eighteen (18) feet southerly from the south line of Kempton Street and at the southwest corner of lot No. 46 on a plan of J. E. Herman land;

thence EASTERLY in the south line of said lot No. 46 one hundred sixteen and 38/100 (116.38) feet;

thence SOUTHERLY by land formerly of Ephraim C. Palmer, forty (40) feet;

thence WESTERLY by lot No. 39 on the aforesaid plan, one hundred sixteen and 56/100 (116.56) feet to said east line of Reed Street; and

thence NORTHERLY in said east line of Reed Street, forty (40) feet to the place of beginning.

Containing seventeen and 11/100 (17.11) square rods, more or less.

Being lot "H" on a plan of the Tripp Estate.

Being the same premises conveyed to me by deed of Elsie M. Wing, et al, dated November 13, 1939, recorded in Bristol County S. D. Registry of Deeds, Book 823, Page 368.

Subject to the 1953 real estate taxes which the grantees assume and agree to pay.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
RECORDED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
RECORDED

BRISTOL COUNTY MASSACHUSETTS
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BRISTOL COUNTY MASSACHUSETTS
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REGISTRY OF DEEDS
RECORDED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
RECORDED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
RECORDED

Know all men by these presents

that I, Abram J. Cohen, holder of one-half ($\frac{1}{2}$) interest in
a certain mortgage given by Walter G. Manchester

to Shirley P. Cohen and Samuel Alpert
dated March 13 A. D. 1950 and recorded with Bristol County (S.D.) Deeds
Registry of the mortgagees

book 980 page 434 do hereby acknowledge that we have received full payment
and satisfaction of the debt thereby secured and of the conditions therein contained, and in
the mortgagees

consideration thereof we do hereby cancel and discharge said mortgage in its entirety,
and the promissory note secured thereby

In witness whereof I hereto set my hand and seal

this nineteenth day of March A. D. 19 53

Signed and sealed in the presence of

Bernard H. Herman } Abram J. Cohen

Commonwealth of Massachusetts

Bristol ss. New Bedford March 19 19 53 Then personally appeared

the above-named Abram J. Cohen

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

Bernard H. Herman
BERNARD H. HERMAN Notary Public

My commission expires May 12 19 55

March 19 1953 at 12 o'clock and 9 minutes P. M.

Recorded and entered with Bristol Co. S.D. Registry of Deeds,
book 1078 page 285

Bristol County
Registry of Deeds
Bristol County

Bristol County
Registry of Deeds
Bristol County

Bristol County
Registry of Deeds
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Bristol County
Registry of Deeds
Bristol County

BRISTOL COUNTY (S)
REGISTRY OF DEEDS
FRESHFORD ONLY

BRISTOL COUNTY (S)
REGISTRY OF DEEDS
FRESHFORD ONLY

1078 286

1844

The Fairhaven Institution for Savings, a corporation under the laws of Massachusetts, located at Fairhaven, Massachusetts, holder of a mortgage from Walker G. Manchester

to The Fairhaven Institution for Savings, dated June 28, 1948

recorded with Bristol County S.D. Registry of Deeds Book 941 Page 504-5 acknowledge satisfaction of the same.

In witness whereof said Fairhaven Institution for Savings has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by its Treasurer thereunto duly authorized, this 19th day of March 1953

FAIRHAVEN INSTITUTION FOR SAVINGS.

by Orrin B. Carpenter Treasurer

Commonwealth of Massachusetts

Bristol, ss. Fairhaven, Mass. March 19, 1953

Then personally appeared the above-named Orrin B. Carpenter Treasurer and acknowledged the foregoing instrument to be the free act and deed of said Fairhaven Institution for Savings

before me Lucius E. Underwood Notary Public

My commission expires Sept. 27, 1957 19

4-12-52-500-V

Received & recorded March 19 1953, at 12 hrs. & 10 min. P. M.

BRISTOL COUNTY (S)
REGISTRY OF DEEDS
FRESHFORD ONLY

BRISTOL COUNTY (S)
REGISTRY OF DEEDS
FRESHFORD ONLY

BRISTOL COUNTY (S)
REGISTRY OF DEEDS
FRESHFORD ONLY



BRISTOL COUNTY (S)
REGISTRY OF DEEDS
FRESHFORD ONLY

BRISTOL COUNTY (S)
REGISTRY OF DEEDS
FRESHFORD ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

1078-287

1845

CERTIFICATE OF ENTRY

BRIER STREET

From Rockdale Avenue westerly 501.34 feet, 11.78 feet in width.

In accordance with the provisions of Section 3 of Chapter 79 of the General Laws, as amended by Chapter 251, Acts of 1943, notice is hereby given that on February 16, 1953, entry was made and work was done on this street for the purpose of filling holes.

Copy of the order laying out and accepting said way which was adopted by the City Council January 22, 1953, was recorded in Bristol County (S.D.) Registry of Deeds, February 12, 1953.

NEW BEDFORD CITY COUNCIL,

By Charles W. Deary
Clerk



Received & recorded March 19 1953, at 12 hrs & 54 min. P. M.

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

1846

CERTIFICATE OF ENTRY

1079-287

ELLIOTT STREET

From Acushnet Avenue easterly 700 feet, fifty feet in width.

In accordance with the provisions of Section 3 of Chapter 79 of the General Laws, as amended by Chapter 251, Acts of 1943, notice is hereby given that on March 4, 1953, entry was made and work was done on this street for the purpose of filling holes.

Copy of the order laying out and accepting said way which was adopted by the City Council January 8, 1953, was recorded in Bristol County (S.D.) Registry of Deeds, February 2, 1953.

NEW BEDFORD CITY COUNCIL,

By Charles W. Deary
Clerk



Received & recorded March 19 1953, at 12 hrs & 54 min. P. M.

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

BOSTON COUNTY REGISTER OF DEEDS
FRENCHMAN'S WHARF



1847
CITY OF NEW BEDFORD
IN CITY COUNCIL

February 26, 1953

BOSTON COUNTY REGISTER OF DEEDS
FRENCHMAN'S WHARF

RESOLVED, That the common necessity and convenience of the inhabitants of the City of New Bedford require that Gifford Street be widened five feet on the north side, from the Acushnet River to Front Street.

The area taken for this widening is bounded and described as follows:

Beginning at the point of intersection of the northerly line of Gifford Street with the easterly line of Front Street; thence easterly in said northerly line of Gifford Street a distance of fifteen hundred (1500) feet more or less, to the Acushnet River; then beginning again at the point of intersection of the northerly line of Gifford Street with the easterly line of Front Street; thence northerly in said easterly line of Front Street a distance of fifty-two and 87/100 (52.87) feet to a point; thence southerly and southeasterly in a curve, having a radius of forty-two (42) feet and being convex to the southwest a distance of seventy-one and 42/100 (71.42) feet to a point; thence easterly in a line parallel to and five (5) feet from the first described line a distance of fourteen hundred fifty-two (1452) feet, more or less, to the Acushnet River, containing 29.42 square rods, more or less, in accordance with a plan for the widening of Gifford Street, signed by Thomas W. Williams, Commissioner of Public Works, dated March 4, 1952, on file in the office of the City Clerk.

This widening includes and requires the taking of privately owned land described above belonging to the Hathaway Manufacturing Company.

No trees on the land taken and no structures affixed thereto are included in the taking, and the owners of property are allowed sixty (60) days from and after entry is made by the City in which to remove and take away from the land any trees or structures.

BOSTON COUNTY REGISTER OF DEEDS
FRENCHMAN'S WHARF

BOSTON COUNTY REGISTER OF DEEDS
FRENCHMAN'S WHARF

BOSTON COUNTY REGISTER OF DEEDS
FRENCHMAN'S WHARF

BOSTON COUNTY REGISTER OF DEEDS
FRENCHMAN'S WHARF

1953
CITY OF NEW BEDFORD

- 2 -

No betterments are to be assessed for this widening.

The land damage sustained by the owners of property afore-
said is hereby estimated and awarded as compensation in full to
them as follows: To all persons, No damages.

It is further expressed and stipulated that the order of
taking and the award of damages does not relieve the owners of
land taken from liability for taxes now uncollected for the year
1953 or any prior year.

Whereas, due notice has been given of the intention of the
City to take said parcel of land for widening purposes, it is
therefore

ORDERED, That the parcel of land heretofore described be and
it is taken, the interest being an easement for highway purposes,
under the provisions of General Laws, Chapter 79, and accepted
under the provisions of General Laws, Chapter 82, as a public
street or way of the City of New Bedford, said street to be known
as Gifford Street, and the grade thereof is established according
to a plan heretofore referred to in this order, on file in the
office of the City Clerk.

AND BE IT FURTHER ORDERED, That the City Clerk cause a copy
of this order, certified by him, to be recorded on behalf of the
City of New Bedford in the Registry of Deeds for the Southern
District of Bristol County, and to give such other notices as
are required by General Laws, Chapter 79.

Adopted.	IN CITY COUNCIL, February 26, 1953
	Charles W. Deasy, City Clerk
Presented to the Mayor for approval March 2, 1953.	Charles W. Deasy, City Clerk
Approved March 2, 1953.	Edward C. Peirce, Mayor
Approved as to form:	Harry A. Linder, City Solicitor
A true copy, attest:	<i>Charles W. Deasy</i>
	City Clerk

March 19 1953, at 12 hrs & 55 min. P M.

BRISTOL COUNTY
REGISTRY OF DEEDS
SOUTHERN DISTRICT

BRISTOL COUNTY
REGISTRY OF DEEDS
SOUTHERN DISTRICT

BRISTOL COUNTY
REGISTRY OF DEEDS
SOUTHERN DISTRICT

BRISTOL COUNTY
REGISTRY OF DEEDS
SOUTHERN DISTRICT

BRISTOL COUNTY
REGISTRY OF DEEDS
SOUTHERN DISTRICT

BRISTOL COUNTY
REGISTRY OF DEEDS
SOUTHERN DISTRICT

BRISTOL COUNTY
REGISTRY OF DEEDS
SOUTHERN DISTRICT

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREMIUM ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREMIUM ONLY

1078 230

1848

William Thompson and Mary A. Thompson, husband and wife holder of a mortgage
from William Thompson, Jr. and Doris W. Thompson, husband and wife
to William Thompson and Mary A. Thompson, husband and wife
dated July 14, 1951
recorded with Bristol County Registry of Deeds
Book 1022, Page 488, acknowledge satisfaction of the same

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREMIUM ONLY

WITNESS our hands and seal this 16th day of March 1953

[Signature]
by both

William Thompson
Mary A. Thompson

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREMIUM ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREMIUM ONLY

The Commonwealth of Massachusetts

Bristol ss. New Bedford, Mass., March 16, 1953

Then personally appeared the above named William Thompson
and acknowledged the foregoing instrument to be his free act and deed

before me



Thomas H. Billington
Notary Public - State of Mass.

My commission expires February 5, 1954

Received & recorded March 19 1953, 11:27 AM & 56 min. P. M.

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREMIUM ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREMIUM ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT ONLY

1849

1078 291

We hereby certify that on the 19th day of March

in the year one thousand nine hundred Fifty-three we were present and saw

SCARPITTI INVESTMENT CORPORATION, by its treasurer

Nicholas L. Scarpitti

the mortgage named in a certain mortgage given by PHYLLIS CABRAL

to SCARPITTI INVESTMENT CORPORATION

dated March 9, A. D. 1950 and recorded in Bristol County (S.D.)

Registry of Deeds, Book #980 Page #311

make an open, searchable and unexpunged

entry on the premises situated in New Bedford, Mass. described in said mortgage, for the

purpose, by him declared, of foreclosing said mortgage for breach of conditions thereof.

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT ONLY



Jesse C. Galligo Jr.
Ada A. Scarpitti

The Commonwealth of Massachusetts

Bristol ss. March 19, 1953 Then personally appeared

the above named

ss: Jesse G. Galligo Jr. and Ada A. Scarpitti

and made oath that the above certificate by them subscribed is true, before me—

Harold Hurwitz
Harold Hurwitz, Notary Public

My Commission Expires August 7, 1953

March 19, 1953 at 1 o'clock and 29 minutes P. M.

Received and entered with Bristol Co. Registry of Deeds, Book 980, Page 291.

and reference made, as by law required.

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIEW ONLY

1078 292 1850

We hereby certify that on the 19th day of March

in the year one thousand nine hundred fifty-three we were present and saw

SCARPITTI INVESTMENT CORPORATION, by its treasurer

Nicholas L. Scarpitti, assignee (See Bristol County Registry of Deeds Book #1070, Page #275) of

the mortgage named in a certain mortgage given by GUST BELL

to THE MERCHANTS NATIONAL BANK

dated March 31, A. D. 1950, and recorded in Bristol County (S.D.)

Registry of Deeds, Book #278 Page #458-61 make an open, peaceable and unopposed

entry on the premises situated in New Bedford, Mass., described in said mortgage, for the

purpose, by him declared, of foreclosing said mortgage for breach of conditions thereof.



Jesse G. Galligo
Ada A. Scarpitti

The Commonwealth of Massachusetts

Bristol ss March 19, 1953 10 Then personally appeared

the above named

xxx Jesse G. Galligo Jr. and Ada A. Scarpitti

and made oath that the above certificate by them subscribed is true, before me—

Harold Hurwitz, Notary Public

My Commission Expires August 7, 1953

March 19, 1953 at 1 o'clock and 27 minutes P.M.

Received and entered with Bristol Co. Registry of Deeds, Book #278 Page #458
and reference made, as by law required.

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENT FRAUD

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENT FRAUD

1851

1078 293

The NEW BEDFORD CO-OPERATIVE BANK, holder of a mortgage

from Helena C. Hathaway

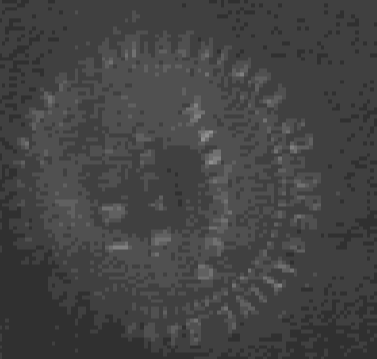
to it, dated September 15, 1941 recorded with Bristol County S. D. Registry
of Deeds, Book 845 Page 397-398

acknowledges satisfaction thereof.

In witness whereof it has caused its corporate name to be hereto subscribed and its
corporate seal hereto affixed by Bertha M. Bedard its Asst. Treasurer
thereunto duly authorized, this 19th day of March 19 53

NEW BEDFORD CO-OPERATIVE BANK

By *Bertha M. Bedard*
Asst. Treasurer



COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. March 19, 19 53

Then personally appeared the above-named Bertha M. Bedard, Assistant
Treasurer and acknowledged the foregoing instrument to be the free act and deed of the
New Bedford Co-operative Bank, before me

Anne J. Taber
Anne J. Taber
Notary Public

My commission expires June 7, 1958

Received & recorded March 19 1953, at 1 hrs. & 29 min. P.M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENT FRAUD

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENT FRAUD

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENT FRAUD

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PLANTING FARM

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PLANTING FARM

1078 294

1852

The ACUSHNET CO-OPERATIVE BANK, holder of a mortgage

from Albert A. Crape Jr. & Grace S. Crape

to it, dated Aug. 23, 1926 recorded with Bristol County S. D. Registry
of Deeds, Book 637 Page 473

acknowledges satisfaction thereof.

In witness whereof it has caused its corporate name to be hereto subscribed and its
corporate seal hereto affixed by Bertha M. Bedard its Asst. Treasurer
thereunto duly authorized, this 19th day of March 19 53

ACUSHNET CO-OPERATIVE BANK

Bertha M. Bedard
Asst. Treasurer



COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

March 19 19 53

Then personally appeared the above-named Bertha M. Bedard Assistant
Treasurer and acknowledged the foregoing instrument to be the free act and deed of the
Acushnet Co-operative Bank, before me

Am. S. T. ...
Notary Public

My commission expires June 7 19 58

Received & recorded March 19 19 53, at 1 hrs. & 35 min. P. M.

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PLANTING FARM

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PLANTING FARM

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PLANTING FARM

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PLANTING FARM

ASTON COUNTY REGISTRY OF DEEDS

ASTON COUNTY REGISTRY OF DEEDS

Assignment of Mortgage
(Mass.)

1078

1853

METROPOLITAN LIFE INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of New York and having its principal place of business at 1 Madison Avenue, New York, N. Y., holder of a Mortgage from RAYMOND M. ROSENSTEIN and LEONA ROSENSTEIN, husband and wife as joint tenants and not as tenants by the entirety,

to BEACON MORTGAGE CO., INC., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts and having its usual place of business at 1318 Beacon Street in Brookline, Norfolk County, Massachusetts, dated SEPTEMBER 29, 1950 and RECORDED on SEPTEMBER 29, 1950 with BRISTOL SOUTH DISTRICT REGISTRY OF DEEDS, IN SAID COMMONWEALTH, in Book 1000, Page 342, Document No. 8683

which said Mortgage was duly assigned to Metropolitan Life Insurance Company by Assignment dated SEPTEMBER 29, 1950 and RECORDED on SEPTEMBER 29, 1950 with BRISTOL SOUTH DISTRICT REGISTRY OF DEEDS, IN SAID COMMONWEALTH, in Book 1000, Page 345, Document No. 8684

acknowledges satisfaction of the same.

IN WITNESS WHEREOF, said Metropolitan Life Insurance Company has caused its corporate seal to be hereto affixed and this instrument to be executed in its name and behalf by ROLAND MAYDOCK its VICE PRESIDENT and A. E. MCGUIRE, an Assistant Secretary, hereto duly authorized this 9th day of MARCH, 1953.

METROPOLITAN LIFE INSURANCE COMPANY

By: ROLAND MAYDOCK, VICE PRESIDENT

A. E. MCGUIRE, Assistant Secretary

STATE OF NEW YORK
COUNTY OF NEW YORK

MARCH 9, 1953

Then personally appeared the above named ROLAND MAYDOCK and A. E. MCGUIRE as aforesaid and acknowledged the foregoing instrument to be the free act and deed of said Metropolitan Life Insurance Company.

Before me,

A. FRANK CLARKE
Notary Public, State of New York
Qualified in New York Co. Commission
Expires on 12th day of Dec. 1954

A. Frank Clarke
Notary Public

Received & recorded March 14 1953 at 1 hrs. & 50 min. P. M.

ASTON COUNTY REGISTRY OF DEEDS

ASTON COUNTY REGISTRY OF DEEDS

ASTON COUNTY REGISTRY OF DEEDS

ASTON COUNTY REGISTRY OF DEEDS

ASTON COUNTY REGISTRY OF DEEDS

1078 296

1854

KNOW ALL MEN BY THESE PRESENTS,
That I, Benjamin Meyer

of New Bedford Bristol County, Massachusetts,

being married, for consideration paid, grant to Raymond A. White

of said New Bedford

with quitclaim returns

the land in Fairhaven, Massachusetts, bounded and described as follows:

(Description and circumstances, if any)

PARCEL ONE:

A certain tract or parcel of "Wood Land" in that part of Fairhaven in said Bristol County, called New Boston Road, bounded and described as follows:

Beginning at a stake and stones, being the northwest corner of said lot; thence east $8\frac{1}{2}^{\circ}$ north fifty-six (56) rods and four and a half (4 $\frac{1}{2}$) feet to a stake; thence east $4\frac{1}{2}^{\circ}$ south twenty-six (26) rods to a stake; thence south $2\frac{1}{2}^{\circ}$ west to a stake, which will be twenty (20) rods and four (4) feet; thence east $2\frac{1}{2}^{\circ}$ north twenty-five (25) rods to the Road; thence southerly by the Road four (4) rods to a stake; thence west 1° south about ninety-five (95) rods to land now or formerly of Thomas Ellis; and thence northerly to the first mentioned bound. Said lot contains by estimation ten and $\frac{3}{4}$ (10 $\frac{3}{4}$) acres.

PARCEL TWO:

A certain parcel of land situated in said Fairhaven and bounded and described as follows: Plat 30, Lot 48.

Both parcels were conveyed to me by deed of Robert J. Meyer dated August 18, 1851, and recorded in Bristol County S.D. Registry of Deeds, Book 1034, Page 379.

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
FEBRUARY 1854

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
FEBRUARY 1854

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
FEBRUARY 1854

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
FEBRUARY 1854

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
FEBRUARY 1854

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
FEBRUARY 1854

ASTON COUNTY
REGISTER OF DEEDS
BRISTOL COUNTY

1078

297

ASTON COUNTY
REGISTER OF DEEDS
BRISTOL COUNTY

ASTON COUNTY
REGISTER OF DEEDS
BRISTOL COUNTY

ASTON COUNTY
REGISTER OF DEEDS
BRISTOL COUNTY

ASTON COUNTY
REGISTER OF DEEDS
BRISTOL COUNTY

1078 297

I, Eva L. Meyer

wife of said grantor.

release to said grantor all rights of ~~tenancy in common~~ dower and homestead and other interests therein.

Witness our hand and seal this nineteenth day of March, 1953

Benjamin Meyer
Eva L. Meyer



The Commonwealth of Massachusetts

Bristol ss. New Bedford, March 19, 1953

Then personally appeared the above named Benjamin Meyer

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

James Fox

JAMES FOX
Notary Public - Massachusetts

My commission expires August 27, 1954

Received & recorded March 19 1953, at 2 hrs. & 26 min. P. M.

ASTON COUNTY
REGISTER OF DEEDS
BRISTOL COUNTY

ASTON COUNTY
REGISTER OF DEEDS
BRISTOL COUNTY

1878 258

1855

I, Matilda Rodrigues, unmarried,

of Dartmouth Bristol County, Massachusetts
do hereby grant to said Matilda Rodrigues a life estate for
the term of her life, remainder in fee simple to Joseph Silva, both
of said Dartmouth, with warranty covenants
except as hereinafter stipulated,
the land in said Dartmouth, with all buildings thereon, bounded and de-
scribed as follows:

Beginning at the southwest corner of the land hereby conveyed at the
intersection of the north line of McCabe Street and the east line of Lin-
coln Street; thence northerly in the east line of Lincoln Street 174.30
feet to the south line of Kraseman Street; thence easterly in the south
line of Kraseman Street 100 feet; thence southerly 174.30 feet to the
north line of McCabe Street; thence westerly in the north line of McCabe
Street 100 feet to the point of beginning.

Estimated to contain 64 sq. rods, and being Lots 11, 12, 13, and 14
on Plan of Laurel Park, Section 1, dated June, 1907, made by Abram
Gifford, and filed in Bristol County (S.D.) Registry of Deeds, Plan
Book 7, Page 14.

Being the same premises conveyed to said Matilda Rodrigues by Manuel
Medeiros by deed dated October 10, 1940, and recorded in said Registry,
Book 833, Page 460.

This conveyance is subject to a mortgage in the sum of \$600 to
Delores Ferreira.

Witness my hand and seal this twenty-fifth day of February 1942.
Witness to signature: Joseph D. Freitas Matilda Rodrigues

The Commonwealth of Massachusetts

Bristol, New Bedford, February 25, 1942

Then personally appeared the above named
Matilda Rodrigues
and acknowledged the foregoing instrument to be her free act and deed, before me

Joseph D. Freitas
Notary Public - Notary of the State

My commission expires August 18, 1944.

Recorded March 19 1953, at 2 hrs. & 42 min. P. M.

1856

Ruy de Castro Abreu e Silva,

of New York

New York

New York

Being unmarried, for consideration paid, grant to Matilda Rodrigues a life estate for the term of her life, remainder in fee simple to Joseph Silva, both

of Dartmouth,

with adjoining interests

the land in said Dartmouth, with all structures thereon, bounded and described as follows:

(Description and measurements, if any)

Beginning at a stake and stones in the southwest corner of said lot westerly of the road leading from Russell's Mills to Horseneck;

thence east 10° south 21 rods in a line of land formerly of Howard Potter to a stake and stones;

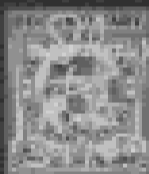
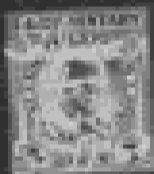
thence north in line of the late Robert Gifford's land 37½ rods to a stake and stones by the wall in the line of land formerly of Howard Potter;

thence west 15° north about 21 rods in said Potter's line to a stake and stones;

thence south about 38 rods to the place of beginning.

Containing 4 acres and 143½ rods more or less. Together with the privilege of passing to and from the said road to said lot over land of the late Robert Gifford and the late William Tucker where it is most convenient and will do the least harm and damage, also a like privilege over land of said Howard Potter to said road where most convenient and will do the least damage.

Being the same premises conveyed to the grantor by Helen L. McGrath, by deed dated November 4, 1950, recorded in Bristol County (S.D.) Registry of Deeds, book 1003, pages 102-3.



In witness whereof

release to said grantee all rights of tenancy by the custody dower and husband and other interests therein

Witness my hand and seal this 17th day of March 1953

Ruy de Castro Abreu e Silva

STATE OF NEW YORK

NEW YORK COUNTY

vs. NEW YORK, DEKXIX

March 17, 1953

Then personally appeared the above named Ruy de Castro Abreu e Silva

and acknowledged the foregoing instrument to be his

Notary Public

Notary Public, State of New York
No. 20-207508
My Commission Expires March 20, 1954

1953, at 2 hrs. & 42 min. T. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
1098 300

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
1098 300

1857
We, Armand Arsenault of Taunton, Bristol County,
Massachusetts and Angus J. McPherson of Holliston,
Middlesex County, Massachusetts.

XX

XXXXXXXXXXXXXXXXXXXX

being unmarried, for consideration paid, grant to Nathan Herman and Eva B. Herman, husband and wife, of New Bedford, Bristol County, said Commonwealth, as joint tenants and not as tenants by the entirety,

XXX

quitclaim
with warranty

Three certain parcels of land together with the buildings thereon in said Dartmouth, bounded and described as follows:

First Parcel: Bounded by a line beginning at the southwest corner of this land; thence running northerly in the easterly line of Tucker Road to land now or formerly of James Tucker; thence easterly to land now or formerly of Elihu Gifford; thence southerly in line of last named land to a stone; thence easterly in line of last named land to land now or formerly of Joseph Tucker; thence southerly in line of last named land to land formerly of Edwin Taylor (see Book 12, Page 438); thence westerly in line of last named land to land now or formerly of Gideon Cornell; and thence in line of last named land to the road and place of beginning.
Containing 26 acres, more or less.

Second Parcel: Situated easterly from Tucker Road and bounded by a line beginning at the northeast corner of the lot hereby conveyed, it being the northeast corner of the lot formerly conveyed by James Tucker to Joseph Reynolds; thence southerly as the wall stands about twenty (20) rods to the corner of a wall for the southeast corner; thence westerly in line of the Taylor lot so-called as the wall now stands to the end of said wall and continuing in the same course to a rock forty-eight (48) rods distant from said southeast corner; thence northerly twenty-one (21) rods to a stone in the line of land now or formerly of James Tucker for the northwest corner; thence easterly in line of said Tucker's land forty-eight (48) rods to the place of beginning.
Containing 6 acres, 40 rods, more or less.

Third Parcel: Bounded by a line beginning at a stake standing in the westerly side of Tucker Road at or near the corner of the wall being twenty-four and 56/100 (24.56) rods southerly from the south-easterly corner of land now or formerly of Joseph M. Cornell; thence N. 85° W. 33.64 rods; thence S. 10° W. 17.12 rods; thence N. 88 1/2° W. 9 rods to an old wall; thence N. 11 3/4° W. 9.68 rods to a stake and stone; thence S. 84 3/4° W. 37.76 rods to a wall; thence S. 78 1/2° W. about 75 rods to the river; thence by said river southerly to land now or formerly of Gideon Cornell; thence in line of said Cornell land easterly to the aforesaid road; thence in the west line of said Tucker Road northerly to the place of beginning. Otherwise bounded northerly by land now or formerly of Edwin S. Wilson; easterly by the Tucker Road; southerly by land now or formerly of Gideon Cornell; westerly by the fresh river.

Excepting from the above described land so much of said land as was conveyed to Winston Wilcox by deed dated May 17, 1951 and recorded in Bristol County (S.D.) Registry of Deeds Book 1019, Page 147.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
1098 300

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
1098 300

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
1098 300

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
1098 300

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
1098 301

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY COUNTY

1078 301

Said premises are conveyed subject to any right of way or easement in favor of Daniel B. Wilcox that may exist as set forth in a deed from Margaret A. King, Administratrix to Augustine C. Miranda Ponte dated March 19, 1946, and recorded in Bristol County (S. D.) Registry of Deeds, Book 902, Page 155.

Being the same premises conveyed to us by deed of Augustine C. Miranda, dated January 9, 1952, and recorded in Bristol County (S. D.) Registry of Deeds, Book 1038, Page 340.

husband of said grantor,
wife

release to said grantee all rights of tenancy by the curtesy and other interests therein
dower and homestead

Witness our hand and seal this 12th day of March 1953

Armand Arsenault
Notary Public



The Commonwealth of Massachusetts

Bristol,

ss.

March 12th

1953

Then personally appeared the above named

Armand Arsenault and

Angus J. McPherson

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

Edward J. Brennan
Notary Public - State of Massachusetts

My commission expires July 2, 1955

Received & recorded March 19 1953 at 2 hrs. & 46 min. P. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS COPY

1859
The FALL RIVER CO-OPERATIVE BANK, the holder of mortgage from David G. Black and Rejane Black to said Bank, dated July 8, 1941, recorded with Bristol County ~~Fall River~~ District Deeds, book 841 page 302, in satisfaction of the same.

Witness its hand and seal this nineteenth day of March 1959.
FALL RIVER CO-OPERATIVE BANK
By Carl K. Lincoln
Treasurer



COMMONWEALTH OF MASSACHUSETTS
BRISTOL, SS. Fall River March 17, 1959

Then personally appeared the above named Carl K. Lincoln, Treasurer, and acknowledged the foregoing instrument to be the free act and deed of the FALL RIVER CO-OPERATIVE BANK, before me.

Nellie S. Greenwood
Notary Public
My commission expires April 9, 1959

BRISTOL, SS. March 19 1959,
at 2:51 o'clock P. M.

Received and recorded this Discharge with the Bristol County ~~Fall River~~ District Registry of Deeds,
Book 1078
Page 302

We, David G. Black and Rejane Black, husband and wife, as tenants by the entirety,

of Fall River, Bristol

County, Massachusetts, ~~841-302-53~~, for consideration paid, grant to

THE FALL RIVER CO-OPERATIVE BANK
situated in Fall River, Bristol County, Massachusetts, with MORTGAGE COVENANTS, to secure the payment of Twenty-three hundred Dollars in or within fifteen years from this date, with interest thereon ~~XXXXXXXXXXXXXXXXXXXX~~ payable in monthly installments ~~XXXXXXXXXXXXXXXXXXXX~~ the first day of each month hereafter, which payments shall first be applied to interest then due and the balance thereof remaining applied to principal; the interest to be computed monthly in advance on the unpaid balance, together with such fines on interest in arrears as are provided for in the by-laws of said bank; with the right to make additional payments on account of said principal sum on any payment date after one year from the date hereof; and subject to changes, from time to time, as provided by General Laws, Chapter 170, Section 24, Sub-section 6, as amended,

all as provided in our note of even date, and such further sums as may be advanced by the grantee under General Laws, Chapter 183, Sections 23A, or Acts in amendment or extension thereof, the land with the buildings thereon, situated in Dartmouth, in said County of Bristol, and bounded and described as follows:

Beginning at a point in the easterly line of Reed Road, distant northerly therein one hundred ninety-one and 4/10 (191.4) feet from a bound stone at the northwest corner of land now or formerly of Emma N. Tripp; thence easterly at right angles to Reed Road, one hundred fifty (150) feet to a stake in the ground; thence northerly parallel to Reed Road, eighty-nine and 5/10 (89.5) feet to a stake in the ground; thence westerly one hundred fifty (150) feet to a stake in the easterly line of Reed Road; thence southerly in said easterly line of Reed Road, eighty-nine and 5/10 (89.5) feet to the place of beginning, containing forty-nine and 3/10 (49.3) square rods, more or less.

Being the same premises conveyed to us by Fisher Abramson Trustee for Clara B. Holcomb by deed dated July 2, 1941 and recorded with the South District Registry of Deeds, Book 841, Pages 37-38.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS COPY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS COPY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
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REGISTRY OF DEEDS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS COPY

ASTON COUNTY REGISTER OF DEEDS

ASTON COUNTY REGISTER OF DEEDS

ASTON COUNTY REGISTER OF DEEDS

REC-100

Including as a part of the realty all portable or sectional buildings, heating apparatus, plumbing, pipes, radiators, storm doors and windows, oil burners, gas and oil and electric fixtures, screens, screen doors, awnings, air conditioning apparatus, and other fixtures of whatever kind and nature, on said premises, or to be attached thereto prior to the full payment and discharge of this mortgage, insofar as the same may or can by agreement of the parties be made a part of the realty.

This mortgage is upon the statutory condition, and upon the further conditions:

First. That the undersigned and each subsequent owner of the equity of redemption of the real estate at any time covered by this mortgage, shall at all times be a member of the said Co-operative Bank, and shall hold one or more unmaturoed, paid-up or maturoed shares, in his own name; and that the provisions of Chapter 170 of the General Laws as amended ~~and any amendments thereof~~ and any amendments thereof shall at all times be complied with; and failure to comply with this requirement shall constitute a breach of condition of this mortgage, for which the unpaid balance of the loan secured by this mortgage shall become due and payable forthwith, at the option of the said Bank;

Second. The Mortgagee is hereby specifically authorized to pay when due, or at any time thereafter, all municipal taxes, charges and assessments, and insurance premiums, upon the mortgaged property and to charge the same to the account of the Mortgagor. In order to provide the Mortgagee with sufficient funds with which to make said payments, the Mortgagor shall pay to the Mortgagee on the - - - - - first day - - - - - of each month in addition to the payments of principal and interest provided for in the note secured by this mortgage, a monthly apportionment of the sum estimated by the Mortgagee to be sufficient to make all said payments as they shall become due, and any balance due for any of said payments shall be paid by the Mortgagor. If at the time of making any of said payments said Mortgagee has not received from said Mortgagor under the provisions of this paragraph sufficient funds to pay the same, the Mortgagee shall forthwith notify the Mortgagor by mail sent to his last known address, and shall request him to pay to said Mortgagee within ten days thereafter the balance due on said payment and the failure of said Mortgagor to pay to the Mortgagee such sum within said period shall be a breach of the condition of this mortgage;

Third. That the Mortgagor shall keep all and singular the said premises in such repair, order and condition as the same are now in or may be put in while this mortgage is outstanding, reasonable wear and tear and damage by fire only excepted, and shall not permit or suffer any violation of any law or ordinance affecting the mortgaged premises. The Mortgagor shall keep the buildings now or hereafter standing on said land insured against fire and (when required by the Mortgagee) also against other casualties and contingencies, in sums satisfactory to the Mortgagee; and all insurance upon said buildings shall be for the benefit of, and first payable in case of loss to the Mortgagee, and the Mortgagor shall deposit all of said insurance policies with the Mortgagee;

Fourth. That failure to comply with any of the other conditions under which this mortgage is written or failure to pay any of said installments within thirty (30) days from the date when the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

For any breach of the statutory condition or for any breach of any condition of this mortgage the Mortgagee shall have the statutory power of sale.

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, in the same manner as with the Mortgagor, without in any way violating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee and no extension 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 part.

Wherever 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.

In case this loan is paid in full within one year from the date hereof, the Bank reserves the right to charge one full year's interest thereon.

We, David G. Black and Refane Black, husband X
Mortgagor
and wife, X
Mortgagee

release to the mortgagee all rights of ^{tenancy by the curtesy} ~~dower and homestead~~ and other interests in the mortgaged premises.

Witness our hand and seal this nineteenth day of March, 1953

Carl Reynolds David G. Black
By both Refane Black

ASTON COUNTY REGISTER OF DEEDS

ASTON COUNTY REGISTER OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED FROM BEING RECORDED

1078 304

The Commonwealth of Massachusetts

Bristol ss Fall River March 14 1953

Then personally appeared the above named David G. Black and Joseph Black

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

Carl Kucala
Notary Public - 30000000000000000000

My commission expires June 30, 1958

Received & recorded March 14, 1953, at 2 hrs. & 51 min. P. M.

1078-304

1864

We, Albert Lefebvre and Cedulle Lefebvre, husband and wife
of Fall River, Bristol County, Massachusetts,
being ~~un~~married, for consideration paid, grant to Albert Lefebvre, Jr.

of Fall River with warranty otherwise

the land in Westport in said Bristol County, bounded and described as follows:

(Description and acreage, if any)

Beginning at a stake in the southeasterly corner of the lot to be conveyed, being the southwesterly corner of land this day conveyed to Roland W. Greenhalgh et ux; thence running

- NORTHERLY by land of the said GREENHALGH two hundred (200) feet; thence running
- WESTERLY ninety (90) feet to remaining land of this grantor; thence running
- SOUTHERLY by remaining land of said grantor two hundred (200) feet to a stake and the northerly line of said Fall River-New Bedford Highway; thence running
- EASTERLY by the said line of the highway ninety (90) feet to the point of beginning

Containing sixty-six and twelve hundredths (66.12) square rods of land.

Being a part of the premises conveyed to these grantors by deed of Albert A. Sanford, dated October 15, 1946 and recorded with Bristol County Southern District Registry of Deeds in Book 921 at page 287

NO STAMPS
REQUIRED

We, Albert Lefebvre and Cedulle Lefebvre XXXXX
said grantors

release to said grantee all rights of tenancy by the curtesy dower and homestead and other interests therein.

Witness our hands and seal this 16th day of March 1953

Charles J. Tucker to A.L. Albert Lefebvre
Cedulle Lefebvre

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED FROM BEING RECORDED

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED FROM BEING RECORDED

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED FROM BEING RECORDED

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED FROM BEING RECORDED

Bristol County Registry of Deeds
Bristol, Massachusetts
1953

The Commonwealth of Massachusetts

1078-305
1953

Bristol,

Fall River, March 16, 1953

Then personally appeared the above named Albert Lefebvre and Cedulle Lefebvre

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

Charles I. Tucker
Charles I. Tucker Notary Public - Justice of the Peace

My Commission expires June 16 1955

Filed & recorded March 19 1953 at 4 hrs. & 17 min. P. M.

1865

1078-305

We, Albert Lefebvre and Cedulle Lefebvre, husband and wife
of Fall River Bristol County, Massachusetts,
being married, for consideration paid, grant to Roland W. Greenhaigh and Theresa
M. Greenhaigh, husband and wife
of Fall River with warranty covenants

the land in Westport in said Bristol County, bounded and described as follows:

(Description and circumstances, if any)

Beginning at an iron pipe at the southeasterly corner of the lot to be conveyed, being also the southeasterly corner of land of this grantor; thence running

- NORTHEASTERLY two hundred seven and five one hundredths (207.05) feet to a corner; thence running
- WESTERLY one hundred forty-three and fifty-nine one hundredths (143.59) feet to land this day conveyed to Albert Lefebvre, Jr. thence running
- SOUTHERLY ALONG said last mentioned land two hundred (200) feet to the northerly line of said Fall River-New Bedford Highway; thence running
- EASTERLY by said highway ninety (90) feet to the point of beginning

Containing eighty five and eighty one hundredths square rods.

Being a part of the premises conveyed to these grantors by deed of Albert A. Sanford, dated October 15, 1948 and recorded with Bristol County Southern District Registry of Deeds in Book 921 at page 287

No STAMPS
REQUIRED

We, Albert Lefebvre and Cedulle Lefebvre *MADE* said grantors

release to said grantee all rights of tenancy by the curtesy dower and homestead and other interests therein.

Witness our hands and seal this 16th day of March 1953

Charles I. Tucker to A.L. *Albert Lefebvre*
Cedulle Lefebvre

The Commonwealth of Massachusetts

Bristol,

Fall River, March 16 1953

Then personally appeared the above named Albert Lefebvre and Cedulle Lefebvre

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

Charles I. Tucker
Charles I. Tucker Notary Public - Justice of the Peace

My Commission expires June 16 1955

Filed & recorded March 19 1953 at 4 hrs. & 18 min. P. M.

Bristol County Registry of Deeds
Bristol, Massachusetts
1953

Bristol County Registry of Deeds
Bristol, Massachusetts
1953

Bristol County Registry of Deeds
Bristol, Massachusetts
1953

Bristol County Registry of Deeds
Bristol, Massachusetts
1953

1078 306 1861

I, John Zimon,

of Fairhaven,

being married, for consideration paid grant to Adalard J. Desbiens, husband and wife, of New Bedford, said County and Commonwealth, as joint tenants and not as tenants by the entirety,

with certain covenants,

the land, with any buildings thereon, in said New Bedford, bounded and described as follows:

BEGINNING at the point of intersection of the easterly line of Pine Grove Street with the northerly line of contemplated Shelburne Street;

thence NORTHERLY in the easterly line of Pine Grove Street a distance of one hundred eight and 54/100 (108.54) feet to a point;

thence EASTERLY in a line parallel to the northerly line of contemplated Shelburne Street a distance of forty-six and 17/100 (46.17) feet to a point;

thence SOUTHERLY in a line parallel to the first described line a distance of one hundred eight and 54/100 (108.54) feet to a point in the northerly line of contemplated Shelburne Street;

thence WESTERLY in the northerly line of contemplated Shelburne Street a distance of forty-six and 17/100 (46.17) feet to the point of beginning.

Containing eighteen and 41/100 (18.41) square rods.

Being the same premises conveyed to me by the City of New Bedford, dated August 10, 1950, recorded in Bristol County S.D. Registry of Deeds, Book 998, Page 340.

Subject to the 1953 real estate taxes which the grantees assume and agree to pay.

I, Apolonia Zimon,

being acknowledged wife of said grantor

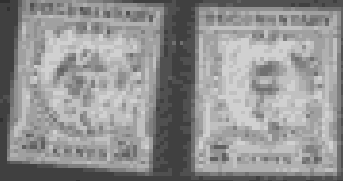
release to said grantees all rights of ~~marriage~~ dower, homestead, statutory, and other interests therein.

Witness our hands and seal this 19th day of March 1953

Executed in the presence of

Paris Couwell Howe
to both

John Zimon
Apolonia Zimon



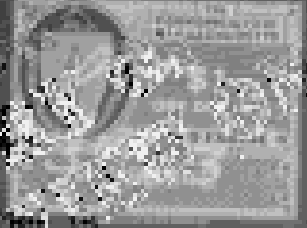
Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 19, 1953.

Then personally appeared the above named John Zimon

and acknowledged the foregoing instrument to be his free act and deed,

before me *Paris Couwell Howe*
Notary Public



My commission expires *Nov 22nd 1957*

received & recorded March 19 1953, at 3 hrs & 34 min. P. M.

1862 1078-307
 Daniel L. McCrohan and John H. McCrohan Single, Elizabeth
 McQuillen Widow, Timothy F. McCrohan, James P. McCrohan and Luke T. McCrohan
 all married, Hazel McCrohan, widow, Janet R. Technen, Paul T. Bassett and
 Nancy McC Dalrymple married, and Elizabeth Bassett and Joseph McCrohan Single

of

County, Massachusetts,

for consideration paid, grant to Adelard J. Desbiens and Aldea Desbiens,
 husband and wife, as joint tenants, and not as tenants by the entirety,
 both

of New Bedford

with quitclaim covenants

the land in said New Bedford, bounded and described as follows:

Beginning at the point of intersection of the easterly line
 of Pine Grove Street with the northerly line of contemplated
 Shelburne Street; thence northerly in the easterly line of Pine
 Grove Street, a distance of one hundred eight and 54/100 (108.54)
 feet to a point; thence easterly in a line parallel to the northerly
 line of contemplated Shelburne Street, a distance of forty-six
 and 17/100 (46.17) feet to a point; thence southerly in a line
 parallel to the first described line, a distance of one hundred
 eight and 54/100 (108.54) feet to a point in the northerly line of
 contemplated Shelburne Street; thence westerly in the northerly
 line of contemplated Shelburne Street, a distance of forty-six
 and 17/100 (46.17) feet to the point of beginning.

Containing 18.41 square rods.

Our title being as heirs-at-law of the estate of Timothy
 McCrohan. See also deed of Timothy McCrohan, et al to Daniel L.
 McCrohan, et al, dated February 18, 1928 and recorded in Bristol
 County (S.D.) Registry of Deeds, in book 667, page 300. Our title
 also being as heirs at law of Joseph A. McCrohan and Mary McCrohan
 Bassett.

AFFIDAVIT

I, James P. McCrohan of New Bedford, Bristol County Massachusetts,
 on oath depose and say:

1. That my sister Mary McCrohan Bassett died January 19, 1942
 at New Bedford, Mass.
2. That she left surviving her two children Paul T. Bassett
 and Elizabeth Bassett.
3. That her estate was not probated.

Bristol County
 Registry of Deeds
 New Bedford, Mass.

Bristol County
 Registry of Deeds
 New Bedford, Mass.

Bristol County
 Registry of Deeds
 New Bedford, Mass.

Bristol County
 Registry of Deeds
 New Bedford, Mass.

Bristol County
 Registry of Deeds
 New Bedford, Mass.

1078 308

We, Mary H. McCrohan wife of Timothy P. McCrohan, Elizabeth W. McCrohan wife of James P. McCrohan, Elizabeth T. McCrohan widow wife of Luke T. McCrohan, W. Beatrice Bassett wife of Paul T. Bassett, George S. Dalrymple husband of Nancy McC Dalrymple, Raymond H. Tachan husband of Janet McC Tachan husbands and wives

RESIDING of said grantors,

release to said grantee all rights of tenancy by the curtesy and other interests therein dower and homestead

Witness our hand and seal this 17th day of March 19 53

Raymond H. Tachan
Janet B. McC. Tachan

James P. McCrohan
Elizabeth W. McCrohan
Timothy P. McCrohan
Mary H. McCrohan

Elizabeth Bassett (de Magdon)
Nancy McC Dalrymple
George S. Dalrymple
Paul T. Bassett
Beatrice Bassett
Luke T. McCrohan
Elizabeth T. McCrohan



The Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 17, 1953

Then personally appeared the above named

James P. McCrohan

and acknowledged the foregoing instrument to be his free act and deed, known and made oath to the truth of the statements by him subscribed, before me

John P. Breyer
Notary Public - Judicial District
My commission expires July 1, 1954

Received & recorded March 19 1953, at 3 hrs & 38 min. P. M.

1863

1078

KNOW ALL MEN BY THESE PRESENTS

THAT WE, Alan T. Manchester and Ruth S. Manchester, husband and wife, of Westport, Bristol County, Massachusetts

for consideration paid, grant to Otto J. Schorer and Martha E. Schorer, husband and wife, and to the survivor of them, as tenants by the entirety, of Northampton, County of Hampshire, Massachusetts,

See 4/12/60 1879-292

with mortgage covenants, to secure the payment of -----SIX THOUSAND (\$6,000)----- Dollars

as provided in a note of even date,

(Description and circumstances, if any)

The land in New Bedford, County of Bristol, Massachusetts, with the buildings thereon, bounded and described as follows:

Beginning at the northeasterly corner of the lot at a point in the southerly line of Phillips Avenue, which is One Hundred (100) feet westerly therein from its intersection with the westerly line of Ashley Boulevard; thence southerly in line of land formerly of Phillips and Bartlett, One Hundred Fifty-three and 83/100 (153.83) feet; thence westerly in line of land now or formerly of George Wright et ux. Thirty-four and 80/100 (34.80) feet; thence northerly in line of land conveyed by Herbert V. Sowle to Doris A. Sowle Ten and 10/100 (10.10) feet; thence westerly again in line of last named land Eighty-four and 30/100 (84.30) feet to the easterly side of Coffin Avenue Court; thence northerly in the easterly line of said Court and in line of land of owners unknown One Hundred Forty-four and 58/100 (144.58) feet to the southerly line of Phillips Avenue; and thence easterly in the southerly line of Phillips Avenue, One Hundred Twenty and 80/100 (120.80) feet to the point of beginning, containing 70 square rods, more or less.

Being the same premises conveyed to Alan T. Manchester and Ruth S. Manchester by deed of George Radcliffe and Jeannette G. Radcliffe, dated 19 Dec 1952, and recorded in Bristol County Registry of Deeds. (South District)

This mortgage is given subject to a prior mortgage from those mortgagors to said George Radcliffe and Jeannette G. Radcliffe, which is duly recorded in said Bristol County Registry of Deeds. (South District)

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY (MA)
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY (MA)
REGISTRY OF DEEDS
PREVIOUS ONLY

1078 310

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale.

Witness my hand and seal of the Registry of Deeds for Bristol County, Massachusetts, this 16th day of March 1953.

Witness my hand and seal of the Registry of Deeds for Bristol County, Massachusetts, this 16th day of March 1953.

Witness my hand and seal of the Registry of Deeds for Bristol County, Massachusetts, this 16th day of March 1953.

Alan T. Manchester
Richard S. Manchester

The Commonwealth of Massachusetts

Bristol

ss.

March 16

1953.

Then personally appeared the above named Alan T. Manchester

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

Elmer B. Manchester, Jr.

Notary Public - Bristol County, Massachusetts

My Commission expires Nov 3/55



Received & recorded March 19 1953 at 3 hrs. 45 min. P. M.

BRISTOL COUNTY (MA)
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY (MA)
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY (MA)
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY (MA)
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY (MA)
REGISTRY OF DEEDS
PREVIOUS ONLY

Bristol County Registry of Deeds
PROPERTY ONLY

Bristol County Registry of Deeds
PROPERTY ONLY

1886

1078 311

I, Walter P. Wojtuszewski,

holder of a mortgage

from Peter P. Wojtuszewski, et ux.,

to me,

dated April 18, 1952,

recorded with Bristol County Registry of Deeds
Southern District,

Book 1046 Page 417 and also noted
on Certificate of Title No. 4806 acknowledge satisfaction of the same.

Witness my hand and seal this 15th day of April, 1952

Walter P. Wojtuszewski

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, April 15, 1952.

Then personally appeared the above-named Walter P. Wojtuszewski
and acknowledged the foregoing instrument to be his free act and deed

before me

Paid in full

Stanislaw Pocz
Notary Public

13286 -

4806 B. 271.107

My commission expires August 2, 1957.

Received & recorded *March 20 1953* at *11* hrs. *534* min. P. M.

1046-417

1046-417

Bristol County Registry of Deeds
PROPERTY ONLY

Bristol County Registry of Deeds
PROPERTY ONLY

Bristol County Registry of Deeds
PROPERTY ONLY

Bristol County Registry of Deeds
PROPERTY ONLY

1078 312

1883

We, Robert W. Davenport and Phyllis E. Davenport, husband and wife, of Dartmouth, Bristol County and Commonwealth of Massachusetts

for consideration paid grant to the FAIRHAVEN INSTITUTION FOR SAVINGS, a corporation established by authority of the Commonwealth of Massachusetts and doing business at Fairhaven in the County of Bristol in said Commonwealth, with mortgage contracts to secure the payment of

TEN THOUSAND (\$10,000.00) Dollars

in or within twenty years *1/1/44* from this date, with interest thereon, payable in monthly installments as provided in a note of even date, the land, with the buildings thereon situated in said Dartmouth, bounded and described as follows:

PARCEL ONE:

BEGINNING at a point in the north line of Bridge Street, two hundred twenty (220) feet westerly from the west line of Middle Street, it being the southwest corner of land now or formerly of Edward B. Sturtevant;

thence WESTERLY in the north line of said Bridge Street, forty-eight and 28/100 (48.28) feet;

thence NORTHERLY one hundred forty-four (144) feet;

thence EASTERLY forty-nine and 31/100 (49.31) feet to the northwest corner now or formerly of said Sturtevant's land;

thence SOUTHERLY in said Sturtevant's west line one hundred forty-four (144) feet to the line of Bridge Street and point of beginning.

Containing twenty-five and 60/100 (25.60) square rods, more or less.

Being the same premises conveyed to us by deed of Earl C. Suitor, et ux dated September 2, 1944 and recorded in Bristol County S. D. Registry of Deeds, book 887, page 191.

PARCEL TWO: Registered Land

On the NORTH by land of John F. and Carolyn A. Wareing and land of John H. Ricketson, III and Anne Scott Ricketson, therein measuring four hundred thirty-seven and 76/100 (437.76) feet;

On the EAST by the westerly line of High Street, therein measuring one hundred ninety-four and 96/100 (194.96) feet;

On the SOUTH by land of John H. Ricketson III and Anne Scott Ricketson conveyed by them to Victor Kiarsis and Barbara M. Kiarsis, therein measuring four hundred twenty-six and 76/100 (426.76) feet; and

On the WEST by land of John H. Ricketson III and Anne Scott Ricketson, conveyed to Oliver G. Ricketson, therein measuring one hundred forty-nine and 88/100 (149.88) feet.

Containing one and 689/1000 (1.689) acres, more or less.

Together with all the right, title and interest, if any in and to the fee to High Street where it adjoins the premises herein conveyed.

Being Lot No. 4 on Plan of Land at Ricketson's Point and shown on Land Court Subdivision Plan No. 20708-D filed with Certificate of Title No. 4979.

BRISTOL COUNTY MASSACHUSETTS
REGISTERED DEEDS
PREVENTED COPY

BRISTOL COUNTY MASSACHUSETTS
REGISTERED DEEDS
PREVENTED COPY

BRISTOL COUNTY MASSACHUSETTS
REGISTERED DEEDS
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BRISTOL COUNTY MASSACHUSETTS
REGISTERED DEEDS
PREVENTED COPY

BRISTOL COUNTY MASSACHUSETTS
REGISTERED DEEDS
PREVENTED COPY

ASTON COUNTY
REGISTER OF DEEDS
PROPERTY ONLY

subject to restrictions of record insofar as the same are now in force and applicable.

For our title see Certificate of Title No. _____

ASTON COUNTY
REGISTER OF DEEDS
PROPERTY ONLY

ASTON COUNTY
REGISTER OF DEEDS
PROPERTY ONLY

Including as part of the realty, all portable or sectional buildings at any time placed upon said premises and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, screens, matts, screen doors, storm doors and windows, oil burners, gas burners 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 the parties hereto, be made a part of the realty.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale and upon the further condition that the mortgagor shall pay to the mortgagee monthly, in addition to all other payments heretofore set forth, an amount equal to one-twelfth (1/12th) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall become due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory conditions; the amount to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year, and upon the further condition that the mortgagor shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

Failure to comply with the conditions under which this mortgage is written or failure to pay any of said installments when the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

The mortgagor for the consideration aforesaid heretofore covenant with the mortgagee as follows:— to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property heretofore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the

ASTON COUNTY
REGISTER OF DEEDS
PROPERTY ONLY

ASTON COUNTY
REGISTER OF DEEDS
PROPERTY ONLY

1078 314

purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale and the surrender of said policies and mortgages, in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagor, may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay to the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgage thereon, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagor's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgages the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon;

We, the said grantors, being husband and wife,

release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 20th day of
 March in the year one thousand nine hundred and fifty-three.

Signed, sealed and delivered
in presence of

Alfred Robert Case
Ell

Robert W. Davenport
Phyllis C. Davenport

Commonwealth of Massachusetts

District of New Bedford, March 20 1953. Then personally appeared
 the above-named Robert W. Davenport and acknowledged the
 foregoing instrument to be his free act and deed, before me.

Alfred Robert Case Notary Public
 My commission expires 7/18 1954

March 20 1953, at 11 o'clock and 52 minutes A.M.

M. Received and entered with Amelia C. S. P. Reg. of Deeds, Libro 1078

folio 312

ASTOR COUNTY (S) REGISTRY OF DEEDS PREVENTIVE ONLY

ASTOR COUNTY (S) REGISTRY OF DEEDS PREVENTIVE ONLY

ASTOR COUNTY (S) REGISTRY OF DEEDS PREVENTIVE ONLY

ASTOR COUNTY (S) REGISTRY OF DEEDS PREVENTIVE ONLY

ASTOR COUNTY (S) REGISTRY OF DEEDS PREVENTIVE ONLY

ASTOR COUNTY (S) REGISTRY OF DEEDS PREVENTIVE ONLY

ASTOR COUNTY (S) REGISTRY OF DEEDS PREVENTIVE ONLY

1916

We, Adelard A. Bonneau, Jr. and Jeannette S. Bonneau,
 husband and wife,
 of New Bedford, Bristol County, Massachusetts,
 for consideration paid, grant to Elphage J. Gamache and Cora I.
 Gamache, husband and wife, as joint tenants and not as tenants by
 the entirety, of New Bedford,

with warranty covenants,
 the land, with any buildings thereon, in said New Bedford, bounded and described
 as follows:

BEGINNING at a point formed by the intersection of the
 north line of Jarry Street with the east line of Caswell Street;
 thence NORTHERLY in said east line of Caswell Street,
 eighty (80) feet;
 thence EASTERLY sixty-eight (68) feet;
 thence SOUTHERLY eighty (80) feet to the north line of
 Jarry Street; and
 thence WESTERLY therein sixty-eight (68) feet to the point
 of beginning.

Containing nineteen and 98/100 (19.98) rods, more or less.
 Being lot numbered 65 on plan of land of Frank Kulesza
 filed with Bristol County S. D. Registry of Deeds, Plan Book 37,
 Page 15.

Being the same premises conveyed to us by deed of Frank
 Kulesza, dated December 28, 1949, recorded with said Registry,
 Book 965, Page 167.

Subject to the 1953 real estate taxes which the grantees
 assume and agree to pay.

Bristol County
 Registry of Deeds
 Bristol County

Bristol County
 Registry of Deeds
 Bristol County

Bristol County
 Registry of Deeds
 Bristol County

Bristol County
 Registry of Deeds
 Bristol County

Bristol County
 Registry of Deeds
 Bristol County

Bristol County
 Registry of Deeds
 Bristol County

Bristol County
 Registry of Deeds
 Bristol County

ASTOR COUNTY REGISTER OF DEEDS
BRATTLEBORO VERMONT

ASTOR COUNTY REGISTER OF DEEDS
BRATTLEBORO VERMONT

1073 316

We, the said grantors, being husband and wife,

release to said grantees all rights of curtesy, dower, homestead, statutory, and other interests therein.

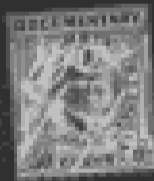
ASTOR COUNTY REGISTER OF DEEDS
BRATTLEBORO VERMONT

Witness our hands and seal this 23rd day of March 1953

Executed in the presence of

Alfred Robert Crowe
by *all*

Adelard A. Bonneau, Jr.
Jeanette C. Bonneau



Commonwealth of Massachusetts

Bristol, ss.

New Bedford, *Mar* 23 1953

Then personally appeared the above named Adelard A. Bonneau, Jr.
and acknowledged the foregoing instrument to be his free act and deed,

before me *Alfred Robert Crowe*
Notary Public

My commission expires *7/15* 1954

Received & recorded *March 23 1953*, at 10 hrs. & 45 min. A.M.

ASTOR COUNTY REGISTER OF DEEDS
BRATTLEBORO VERMONT

ASTOR COUNTY REGISTER OF DEEDS
BRATTLEBORO VERMONT

ASTOR COUNTY REGISTER OF DEEDS
BRATTLEBORO VERMONT

ASTOR COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

ASTOR COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

1867

1078 317

The Fairhaven Institution for Savings, a corporation under the laws of Massachusetts, located at Fairhaven, Massachusetts, holder of a mortgage from Jessie D. Dwin

to The Fairhaven Institution for Savings, dated February 20, 1950

recorded with Bristol County S.D. Registry of Deeds

Book 259 Page 140-1 acknowledge satisfaction of the same.

In witness whereof said Fairhaven Institution for Savings has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by its Treasurer thereunto duly authorized, this 20th day of March 19 53

FAIRHAVEN INSTITUTION FOR SAVINGS

by Orrin B. Carpenter Treasurer



Commonwealth of Massachusetts

Bristol, ss. Fairhaven, Mass. March 20th 19 53

Then personally appeared the above-named Orrin B. Carpenter Treasurer and acknowledged the foregoing instrument to be the free act and deed of said Fairhaven Institution for Savings

before me Theresa E. Wood Notary Public

My commission expires Sept. 27, 1957

6-29-51-100-Y

received & recorded March 20 1953 at 9 hrs. 57 min. A.M.

ASTOR COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

ASTOR COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

ASTOR COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

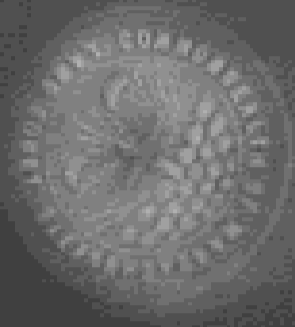
ASTOR COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY (SOUTH)
REGISTRY OF DEEDS
BRISTOL COUNTY

BRISTOL COUNTY (SOUTH)
REGISTRY OF DEEDS
BRISTOL COUNTY

1073 318

1868



The Commonwealth of Massachusetts

LAND COURT.

This is to certify that the proceedings upon the petition of Manuel M. Andrade and
Laura Andrade

numbered 23849 a memorandum of which was recorded in the Registry
of Deeds for the County of Bristol (South) on the
25th day of September 1952, in Book 1063 Page 94
have been closed by the entry of a decree in favor of petitioners

that the title to the land described in said decree be registered and confirmed in said petitioners

under the provisions of Chapter 185 of the General Laws.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said Court, this
eighteenth day of March in the year nineteen hundred and fifty-three

[Signature]
Recorder.

received & recorded March 20 1953, at 9 hrs. & 24 min. A. M.

BRISTOL COUNTY (SOUTH)
REGISTRY OF DEEDS
BRISTOL COUNTY

BRISTOL COUNTY (SOUTH)
REGISTRY OF DEEDS
BRISTOL COUNTY

BRISTOL COUNTY (SOUTH)
REGISTRY OF DEEDS
BRISTOL COUNTY

BRISTOL COUNTY (SOUTH)
REGISTRY OF DEEDS
BRISTOL COUNTY

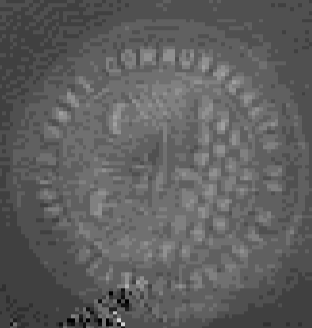
BRISTOL COUNTY (SOUTH)
REGISTRY OF DEEDS
BRISTOL COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY ONLY

1869

1078 319



The Commonwealth of Massachusetts

LAND COURT.

This is to certify that the proceedings upon the petition of Freda M. Olson

numbered 21795 a memorandum of which was recorded in the Registry of Deeds for the County of Bristol (South) on the 22nd day of April 1949, in Book 951 Page 437-438 have been closed by the entry of a decree in favor of petitioner

that the title to the land described in said decree be registered and confirmed in said petitioner

under the provisions of Chapter 185 of the General Laws.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said Court, this eighteenth day of March in the year nineteen hundred and fifty-three

[Signature]
Recorder.

Received & recorded March 20 1953, at 9 hrs & 35 min. A. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY ONLY

117-320

1870

KNOW ALL MEN BY THESE PRESENTS, That I, James W. Wooler

of New Bedford Bristol County, Massachusetts, being unmarried, for consideration paid, grant to Edward McConville and Grace L. McConville, husband and wife, of said New Bedford, as joint tenants in and not as tenants by the entirety, with warranty covenants

xxxxxx two certain lots of land, with the buildings thereon, situated in said New Bedford, bounded and described as follows; viz:-

Beginning at the southeast corner of these lots, at a point in the west line of contemplated Highland Street, two hundred ninety-nine and 30/100 (299.30) feet north from the north line of Durfee Street; thence westerly in line of land formerly of Bradford Smith one hundred twenty-one and 81/100 (121.81) feet to land now or formerly of Rodolphus Beetle; thence northerly in line of said Beetle land one hundred eight (108) feet to land now or formerly of JOSEPH Baron; thence easterly in line of said Baron land one hundred twenty and 3/100 (120.03) feet to the said west line of Highland Street and thence southerly in said west line of Highland Street one hundred eight (108) feet to the place of beginning. Containing forty-eight (48) square rods, more or less.

Being the same premises conveyed to the within grantor by deed of James Gregory, dated May 4, 1907, recorded in Bristol County, S. D., Registry of Deeds, Book 277, Pages 26-27 and by deed of Bradford Smith, dated November 19, 1901, recorded in said Registry, Book 231, Pages 147-148.



WITNESSETH THAT THE FOREGOING INSTRUMENT IS THE TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT AS THE SAME IS KEPT IN THE OFFICE OF THE REGISTER OF DEEDS FOR SAID COUNTY.

Witness my hand and seal this 20th day of March 19 53

James W. Wooler



The Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 20th 19 53

Then personally appeared the above named James W. Wooler and acknowledged the foregoing instrument to be his

free act and deed, before me George H. Young
George H. Young, Notary Public - Bristol County

My Commission expires Feb. 25th '60

Filed & recorded March 20 1953. at 9 hrs & 34 min. A. M.

Est. Lien 4/9/99 4383-283

FOR COPY REGISTER OF DEEDS

FOR COPY REGISTER OF DEEDS

FOR COPY REGISTER OF DEEDS

FOR COPY REGISTER OF DEEDS

1872

1078 321

NOTICE OF LEASE

(Pursuant to G.L. T.E. Chapter 183, as amended)

Notice is hereby given of lease dated in which Edward and Grace L. McConville of New Bedford, Massachusetts are the Lessors and James W. Wooler of said New Bedford, is the Lessee for the following premises:

The exclusive and sole use of one bedroom in the dwelling house located on premises conveyed from the within Lessee to the within Lessors by deed of even date to be recorded herewith, together with the use for the Lessee's life of the toilet and other incidental facilities located on said premises.

IN WITNESS WHEREOF the parties have set their hands and seals this 20th day of March 1953.

Edward McConville Lessor

Grace L. McConville Lessor

James W. Wooler Lessee

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss New Bedford, March 20th, 1953

Then personally appeared the aforementioned Edward McConville and acknowledged the foregoing instrument to be his free act and deed.

Before me, George H. Young, Notary Public, Any commission expires February 25th 1960.

Received & recorded March 20 1953, at 9 hrs. & 38 min. A.M.

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREVIOUS ONLY

1078 322

1873

Peoples
 of Fall River,
 from Thomas L. Pineau, Jr. and Marion F. Pineau
 to said Peoples
 dated November 18, 1949
 recorded with Bristol County Southern District
 Book 974 Page 185
 Co-operative Bank
 Massachusetts, holder of a mortgage
 Co-operative Bank
 County Registry of Deeds
 acknowledges satisfaction of the same

In witness whereof, the said Peoples
 has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged, and
 delivered in its name and behalf by Charles H. Durfee
 its Treasurer this day of March

Signed and sealed in presence of

Hilda P. Bennett

PEOPLES CO-OPERATIVE BANK

By *Charles H. Durfee*
Treasurer

A. D. 1953



The Commonwealth of Massachusetts

Bristol ss. Fall River, March 1953. Then personally appeared

the above named Charles H. Durfee, Treasurer and acknowledged the foregoing
instrument to be the free act and deed of the Peoples

Co-operative Bank, before me

Hilda Pierce Bennett
Notary Public - BRISTOL COUNTY MASS

Hilda Pierce Bennett
My commission expires MAY 2, 1958

Recorded & Indexed March 20 1953, at 9 1/2 A.M.

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
BRISTOL COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
BRISTOL COUNTY

428

1874

1078 323

Rec.
8/6/58
1257-358

We, Thomas L. Pineau, Jr., and Marion F. Pineau, husband and wife,

of Fall River, Bristol

County, Massachusetts, ~~for consideration paid~~, grant to the
PEOPLES CO-OPERATIVE BANK

situated in Fall River, Bristol County, Massachusetts, with MORTGAGE COVENANTS, to secure the
payment of FORTY-TWO HUNDRED

Dollars
with interest thereon, payable in fixed monthly installments on the first day of
each month hereafter, which payments shall first be applied to interest then due and the balance thereof remaining
applied to principal; the interest to be computed monthly in advance on the unpaid balance, together with such fines
on interest and principal in arrears as are provided for by said bank; with the right to make additional payments
on account of said principal sum at any time, except as set forth below; and subject to changes, from time to time,
as provided by General Laws, Chapter 170, Section 24, Sub-section 8, as amended.

Joint and several

all as provided in our note of even date, and such further sums as may be advanced by
the grantee under General Laws, Chapter 183, Sections 28A, as amended, the land with the buildings thereon,
situated in WESTPORT, Massachusetts, bounded and described as follows:

PARCEL ONE: Bounded northerly by the State Highway sixty-eight feet;
westerly by Crane Avenue, 57 feet; southerly by lot #52 on the plan
of land hereinafter described, 55 feet; and easterly by lots 80, 81, 82 & 83
on said plan, 98 feet, however described, being lots numbered 53, 54 and
55 on plan of Oaklawn Park, drawn by J.E. Judson, C.E. and recorded with
Bristol County South District Deeds, plan book 5, page 3. Excepting from
the abovementioned premises that portion taken by the Commonwealth of
Massachusetts for highway purposes.

PARCEL TWO: Bounded northerly by lot #52 on the plan of land hereinafter
described, 55 feet; westerly by Crane Avenue, fifty-five feet; southerly
by lot 49 on said plan, 55 feet and easterly by lots 77 and 78 on said
plan, 55 feet, however described, being lots numbered 50 and 51 on plan
of Oaklawn Park, drawn by J.E. Judson, C.E. and recorded with Bristol County
South District Registry of Deeds in plan book 5, page 3.

Being the same premises conveyed to us by Charles T. Grillo, et ux,
by deed dated September 9, 1946, recorded in Bristol County South District
Registry of Deeds, book 920, page 240.

PARCEL THREE: The land in said Westport, Massachusetts, formerly of Ellen
Ryder, being lot numbered 52 on plan of Oaklawn Park and more fully des-
cribed in South District Registry of Deeds, book 220, page 551. For title
to said lot, see deed from the Town of Westport to us, dated January 21,
1949, recorded in said Registry book 955, page 403.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
BRISTOL COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
BRISTOL COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
BRISTOL COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
BRISTOL COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
BRISTOL COUNTY

ASTON COUNTY REGISTER OFFICE PREPARED ONLY

Including as a part of the realty all portable or sectional buildings, heating apparatus, including ranges, stoves, storm doors and windows, oil burners, gas and oil and electric fixtures, systems, water heaters, swimming air conditioning apparatus, and other fixtures of whatever kind and nature, on and growing on 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.

This mortgage is upon the statutory condition, and upon the further conditions:

First. That the undersigned and each subsequent owner of the equity of redemption of the real estate at any time covered by this mortgage, shall at all times be a member of the said Co-operative Bank, and shall hold one or more unissued, paid-up, savings or matured shares, in his own name; and that the provisions of Chapter 170 of the General Laws, as amended, and other applicable laws shall at all times be complied with; and failure to comply with this requirement shall constitute a breach of condition of this mortgage, for which the unpaid balance of the loan secured by this mortgage shall become due and payable forthwith, at the option of the said Bank;

Second. The Mortgagee is hereby specifically authorized to pay when due, or at any time thereafter, all municipal taxes, charges and assessments, and insurance premiums, upon the mortgaged property and to charge the same to the account of the Mortgagor. In order to provide the Mortgagee with sufficient funds with which to make said payments, the Mortgagor shall pay to the Mortgagee on the first day

of each month in addition to the payments of principal and interest provided for in the note secured by this mortgage, a monthly apportionment of the sum estimated by the Mortgagee to be sufficient to make all said payments as they shall become due, and any balance due for any of said payments shall be paid by the Mortgagor. If at the time of making any of said payments said Mortgagee has not received from said Mortgagor under the provisions of this paragraph sufficient funds to pay the same, the Mortgagee shall forthwith notify the Mortgagor by mail sent to his last known address, and shall request him to pay to said Mortgagee within ten days thereafter the balance due on said payment and the failure of said Mortgagor to pay to the Mortgagee such sum within said period shall be a breach of the condition of this mortgage;

Third. That the Mortgagor shall keep all and singular the said premises in such repair, order and condition as the same are now in or may be put in while this mortgage is outstanding, reasonable wear and tear and damage by fire only excepted, and shall not permit or suffer any violation of any law or ordinance affecting the mortgaged premises. The Mortgagor shall keep the buildings now or hereafter standing on said land insured against fire and (when required by the Mortgagee) also against other casualties and contingencies, in sums satisfactory to the Mortgagee; and all insurance upon said buildings shall be for the benefit of, and first payable in case of loss to the Mortgagee, and the Mortgagor shall deposit all of said insurance policies with the Mortgagee;

Fourth. That failure to comply with any of the other conditions under which this mortgage is written or failure to pay any of said installments within thirty (30) days from the date when the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

For any breach of the statutory condition or for any breach of any condition of this mortgage the Mortgagee shall have the statutory power of sale.

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, in the same manner as with the Mortgagor, without in any way violating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee and no extension 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 part.

Wherever 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.

In case this loan is paid in full within one year from the date hereof, the Bank reserves the right to charge the unpaid balance of full year's interest thereon.

We, Thomas L. Pineau, Jr., and Marion F. Pineau, ~~husband and wife~~ ~~husband and wife~~ husband and wife,

release to the mortgagee all rights of ^{tenancy by the curtesy} ~~dower and homestead~~ and other interests in the mortgaged premises.

Witness our hands and seals this 19th day of March 1953.

Sheila B. Bennett to her Thomas L. Pineau Jr. Marion F. Pineau

ASTON COUNTY REGISTER OFFICE PREPARED ONLY

ASTON COUNTY REGISTER OFFICE PREPARED ONLY

ASTON COUNTY REGISTER OFFICE PREPARED ONLY

ASTON COUNTY REGISTER OFFICE PREPARED ONLY

ASTON COUNTY REGISTER OFFICE PREPARED ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY OFFICE

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY OFFICE

The Commonwealth of Massachusetts

Bristol ss. Fall River, March 18, 1953

Then personally appeared the above-named Thomas L. Pinesse, Jr., and Merton Pinesse,

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

Thomas L. Pinesse, Jr.
Notary Public - MASSACHUSETTS

My commission expires *May 2, 1953*

Received & recorded March 20 1953, at 9 hrs. & 42 min. A.M.

BOSTON REGISTERED MAIL

1875

Case No. 16993 Misc.

1078-325

The Commonwealth of Massachusetts

LAND COURT

(SEAL)

In Equity

To George Frank Kent, Doris Louise Kent, of Westport, in the County of Bristol and said Commonwealth;

and to all whom it may concern:
Mt. Vernon Co-operative Bank, a duly existing corporation, having an usual place of business in Boston, in the County of Suffolk and said Commonwealth,

claiming to be the holder of a mortgage

covering real property in said Westport, and situated on the south side of Old County Road,

given by George Frank Kent and Doris Louise Kent to Mt. Vernon Co-operative Bank, by instrument dated February 5, 1951, recorded with the Bristol County South District Registry of Deeds, Book 1010, Page 401,

has filed with said court a bill in equity for authority to foreclose said mortgage in the manner following: by entry and possession and exercise of power of sale.

If you are entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940 as amended and you object to such foreclosure you or your attorney should file a written appearance and answer in said court at Boston on or before the **twenty-seventh** day of **April** 1953, or you may be forever barred from claiming that such foreclosure is invalid under said act.

Witness, JOHN E. FENTON, Esquire, Judge of said Court this

seventeenth day of **March**

1953.

IN WITNESS WHEREOF
I have hereunto set my hand and the seal of said Court at the City of Boston, this

SYBIL H. HOLMES,

Recorder.

Sybil H. Holmes

Received & recorded March 20 1953, at 9 hrs. & 44 min. A.M.

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY OFFICE

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY OFFICE

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY OFFICE

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY OFFICE

1078 326

1876

I, Domingues Roderick Castello, married of New Bedford, Bristol County, Massachusetts, ~~XXXXXXXXXX~~ for consideration paid, grant to Daniel Heribe and Rebecca Heribe, husband and wife and the survivor

of said New Bedford with mortgage covenants, to secure the payment of THREE HUNDRED FIFTY and 00/100 (\$350.00) : : : : : Dollars payable \$25.00 quarterly on account of principal until ~~xxx~~ demand, ~~xxx~~ with ~~xxxxxxx~~ 4 1/2 per centum interest per annum payable ~~xxxxxxxxx~~ quarterly as provided in ~~xy~~ note of even date, the land in said New Bedford, with the buildings thereon, bounded and described as follows: (Description and encumbrances, if any)

Beginning at the southeast corner of this lot, at a point in the north line of David Street, distant forty-two and 40/100 feet west of the west line of Roosevelt Street; thence northerly by land now or formerly of H. Lafleur, 70 feet; thence westerly by land now or formerly of H. Lafleur, 40 feet; thence southerly by last named land, 70 feet to a point in said north line of David Street; thence easterly in said north line, 40 feet to the place of beginning.

Containing 10.28 square rods, more or less.

Being the same premises conveyed to me by deed of Eva Farland dated December 15, 1945 and recorded in Bristol County S. D. Registry of Deeds book 807 page 264.

Said premises are subject to a mortgage to the same mortgagees dated July 7, 1949 and recorded in said Registry Book 966 page 30.

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale,

I, Sophie Castello, ~~xxxxxxx~~ wife of said mortgagor

release to the mortgagee all rights of ~~XXXXXXXXXXXXXXXXXXXX~~ dower and homestead and other interests in the mortgaged premises.

Witness ~~our~~ hands and seals this nineteenth day of March 1953

Domingues R. Castello
Sophie Castello

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 19, 1953

Then personally appeared the above named Domingues Roderick Castello

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

Alma L. La France
~~XXXXXXXXXXXX~~ Notary Public, ~~XXXXXXXXXXXXXXXXXXXX~~
ALMA L. LA FRANCE

My commission expires ~~XXXXXXXXXXXXXXXXXXXX~~ April 11, 1958

received & recorded March 20 1953, at 9 hrs. & 54 min. A. M.

1877

1078

I, Daniel Oliveira, married,
of Dartmouth
Bristol, County, Massachusetts,
for consideration paid, grant to myself, Daniel Oliveira and my wife,
Maria C. Oliveira, as joint tenants,

of said Dartmouth, with warrant returns

the land with the buildings thereon situated in said Dartmouth, being
lot No. 21 on plan of land of Ernesto P. Rapozo et al made by

(Description and abbreviations, if any)
Samuel H. Corse C. E. May 17, 1939 recorded in Bristol County S. D.
Registry of Deeds, plan book 32, page 25, and further bounded and
described as follows:

- Northerly by Rapozo Street ninety (90) feet;
 - Easterly by Mariano Street fifty (50) feet;
 - Southerly by lot No. 22 on said plan ninety (90) feet; and
 - Westerly by lot No. 20 on said plan fifty (50) feet.
- Containing 16.53 square rods more or less.

Being the same premises conveyed to me by deed of Elaira P.
Santos dated September 22, 1948 and recorded in said Registry,
Book 951, page 336.

Said premises are subject to a mortgage to Security Credit
Union for \$1000.00.

RECORDED
XVII

WITNESSETH that the above named Daniel Oliveira and Maria C. Oliveira
of the County of Bristol, State of Massachusetts, are the persons whose names
are subscribed to the foregoing instrument, and that they are duly qualified to execute the same.

Witness my hand and seal this nineteenth day of March 1953

No documentary stamps required

Daniel Oliveira

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 19, 1953

Then personally appeared the above named Daniel Oliveira

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

Helen C. [Signature]
Notary Public - Massachusetts

My Commission expires August 5, 1955

Recorded March 20 1953, at 9 No. 554 mt. 98

1078 328 1878

I, George Denakis
of New Bedford Bristol County, Massachusetts,
being married, for consideration paid, grant to Elmwood Enterprises, Inc.

of New Bedford

with quitclaim covenants
the land in New Bedford, Massachusetts, described as follows:
(Description and acreage, if any)

FIRST PARCEL:*

Beginning at the point of intersection of the east line of Shawmut Avenue with the south line of Sutton Street; thence southerly in said east line of Shawmut Avenue Thirty-nine and 43/100 (39.43) feet to a corner; thence easterly Fifty-one and 69/100 (51.69) feet to a corner; thence northerly forty (40) feet to said south line of Sutton Street; and thence westerly therein Forty-nine and 62/100 (49.62) feet to the point of beginning. Containing Seven and 68/100 (7.68) square rods, more or less, and being Lot 103 as shown on Assessors' Plat 89 of the City of New Bedford for the year 1951.

SECOND PARCEL:*

Beginning at a point in the east line of Shawmut Avenue Thirty-nine and 43/100 (39.43) feet southerly therein from its intersection with the south line of Sutton Street at the southwest corner of the First Parcel herein described; thence southerly in said east line of Shawmut Avenue One Hundred Sixty-five and 9/10 (165.9) feet to its intersection with the north line of Townsend Street; thence easterly in said north line of Townsend Street One Hundred Eighty and 21/100 (180.21) feet to a corner; thence northerly Two Hundred Four and 22/100 (204.22) feet to said south line of Sutton Street; thence westerly therein One Hundred Twenty-six (126) feet to the First Parcel herein described; thence southerly by last named land Forty (40) feet to a corner and thence westerly still by last named land Fifty-one and 69/100 (51.69) feet to said east line of Shawmut Avenue and point of beginning. Containing One Hundred Twenty-two and 02/100 (122.02) square rods, more or less, and being Lot 8 as shown on said Plat 89.

Bristol County Registry of Deeds
PREVIOUS ONLY

Bristol County Registry of Deeds
PREVIOUS ONLY

Bristol County Registry of Deeds
PREVIOUS ONLY

Bristol County Registry of Deeds
PREVIOUS ONLY

Bristol County Registry of Deeds
PREVIOUS ONLY

Bristol County Registry of Deeds
PREVIOUS ONLY

Bristol County Registry of Deeds
PREVIOUS ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PLAT 89

THIRD PARCEL:*

Beginning at the point of intersection of the east line of Shawmut Avenue with the south line of Townsend Street; thence southerly in said east line of Shawmut Avenue Twenty-four and 09/100 (24.09) feet to the beginning of an arc in said east line of Shawmut Avenue; thence continuing southerly and westerly in said arc One Hundred Four and 58/100 (104.58) feet to a corner; thence easterly One Hundred Ninety-two and 08/100 (192.08) feet to a corner; thence northerly Sixty-five and 02/100 (65.02) feet to said south line of Townsend Street and thence westerly therein One Hundred Eighty-two and 06/100 (182.06) feet to said east line of Shawmut Avenue and point of beginning. Containing Sixty-five and 52/100 (65.52) square rods, more or less, and being Lot 191 as shown on said Plat 89.

Being the same premises conveyed to me by Albert S. Morse, Executor under the Will of William H. Lynch. See Bristol County Registry of Deeds (S.D.) Book 1039, Page 111. See Plan Book 44, Page 173, the Grantor hereby granting the property owned by said Grantor embraced within said Plan.

The above described premises are conveyed subject to the taxes for the year 1953 which the Grantee assumes and agrees to pay.

NO TRANSFER STAMPS
REQUIRED

Gloria Demakis

wife of said grantor.

release to said grantee all rights of ~~tenancy by the entirety~~ dower and homestead and other interests therein.

Witness my hand and seal this 19th day of March 1953

George Demakis
Gloria Demakis

The Commonwealth of Massachusetts

Bristol ss.

March 19, 1953

Then personally appeared the above named George Demakis

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

Louise A. Maclellan
Notary Public - Massachusetts

My Commission expires May 23 1954

Filed & recorded March 20 1953 at 10 hrs. & 11 min. A.M.

BRISTOL COUNTY
REGISTRY OF DEEDS
PLAT 89

BRISTOL COUNTY
REGISTRY OF DEEDS
PLAT 89

BRISTOL COUNTY
REGISTRY OF DEEDS
PLAT 89

BRISTOL COUNTY
REGISTRY OF DEEDS
PLAT 89

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREMIER ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREMIER ONLY

1078 330 1880

I, Toussaint Girard, of New Bedford, Bristol County, Massachusetts, assignee and present holder of a mortgage given by Cecilia V. Poczatek to Irene A. Girard dated December 31, 1948 and recorded in Bristol County (S.D.) Registry of Deeds in book 955 on page 218 acknowledge satisfaction of the same.

Witness my hand and seal March 20, 1953.

Toussaint Girard

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. New Bedford, March 20, 1953.

Then personally appeared the above named Toussaint Girard and acknowledged the foregoing instrument to be his free act and deed, before me

William H. Freitas
Notary Public
William H. Freitas
My commission expires Dec. 17, 1953.

received & recorded March 20 1953 at 11 hrs. & 10 min. A.M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREMIER ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREMIER ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREMIER ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREMIER ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREMIER ONLY

William F. Turner of Dartmouth, Bristol County, Massachusetts holder of a mortgage
from Harold M. Davis and Elizabeth H. Davis

to me

dated October 18, 1951

recorded with Bristol County S. D.

Registry of Deeds

Book 1030 Page 253, 254, 255, acknowledge satisfaction of the same

Witness my hand and seal this 20th day of February 1953

William F. Turner

The Commonwealth of Massachusetts

Bristol ss. New Bedford, February 20, 1953

Then personally appeared the above named William F. Turner
and acknowledged the foregoing instrument to be his free act and deed

before me

Stanley G. Baker
Notary Public - Justice of the Peace

My commission expires December 17, 1959

Received & recorded March 20 1953 at 10 hrs & 34 min. A.M.

Know all Men by these Presents

The New Bedford Institution for Savings, holder of a mortgage
from Francis B. Young et al.
to said Institution

dated Sept 23 1938 recorded with Bristol County (S.D.) Registry
of Deeds, Book 812 Page 508 509

acknowledges satisfaction of the same.

In Witness Whereof said New Bedford Institution for Savings has caused its
corporate seal to be affixed and this instrument to be signed in its name and behalf by its Assistant
Treasurer, hereunto duly authorized, this 24th day of March 1953

New Bedford Institution for Savings,
By *Abner J. Percival*
Assistant Treasurer

Commonwealth of Massachusetts

Bristol, ss. 25824 51 105 Personally appeared the above-named officer of
said Institution and acknowledged the foregoing instrument to be the free act and deed of said
New Bedford Institution for Savings, before me,

Frank O'Neil
Notary Public

My commission expires Aug 7 1953

Received & recorded March 27 1953 at 3 hrs & 9 min. P. M.

1076 332 1881

I, Cecilia V. Poczatek,
 of New Bedford, Bristol County, Massachusetts,
 do hereby convey, for consideration paid, grant to
Louis Guba, married,
 of said New Bedford,
 with mortgage covenants, to secure the payment of
\$13 thousand and no/100 Dollars
 in on demand years with five (5) per centum interest per annum payable
 semi-annually quarterly
 as provided in a note of even date
 the land in said New Bedford with buildings bounded and described as follows:
 (Description and circumstances, if any)

Beginning at a point in the south line of North Street 57.73 feet
 westerly there in from the intersection of the south line of North Street
 and the west line of Cottage Street at the northeast corner of the
 premises to be conveyed and at the northwest corner of land now or
 formerly of Helen L. Bassett;
 thence southerly in line of last named land and land now or formerly
 of Abraham Epstein 55.92 feet to a stake at land now or formerly of
 Patrick H. and Mary L. Lowney;
 thence westerly in line of last named land and land now or formerly of
 Arthur G. Corea 31.42 feet to a stake;
 thence northerly in line of an old fence 11.50 feet to a stake;
 thence westerly 4.75 feet to a stake;
 thence northerly in line of land of parties unknown 74.50 feet to
 a stake in said south line of North Street; and
 thence easterly in said south line of North Street 39.91 feet to a
 drill hole and the place of beginning.
 Containing 3,623 square feet, more or less.
 Hereby conveying the same premises conveyed to us by New Bedford
 Institution for Savings by deed dated March 3, 1924 and recorded in
 Bristol County (S.D.) Registry of Deeds in book 876 on page 393.

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale

I, Albert Poczatek, husband of said mortgagee

release to the mortgagee all rights of tenancy by the curtesy and other interests in the mortgaged premises.

Witness our hand and seal this twentieth day of March 1953.

Cecilia V. Poczatek
Albert Poczatek

The Commonwealth of Massachusetts

Bristol, New Bedford, March 20, 1953.

Then personally appeared the above named

Cecilia V. Poczatek

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

William R. Freitas
Notary Public - Licensed in the State

William R. Freitas
My commission expires Dec. 17, 1953.

and recorded March 20 1953 at 11 hrs & 10 min. A. M.

1884

We, James H. C. Marston, of Fairhaven, Bristol County and Commonwealth of Massachusetts, and Joseph Lipsitt, of Marion, Plymouth County, said Commonwealth,

do hereby

acknowledge for consideration paid, grant to Leo L. Duff and Elizabeth A. Duff, husband and wife, both of Acushnet, said County and Commonwealth, as joint tenants and not as tenants by the entirety,

with quitclaim covenants, the land in said Acushnet bounded and described as follows:

(Description and circumstances, if any)

Beginning at the intersection of the westerly line of North Main Street and the northerly line of contemplated Pershing Avenue; thence westerly by the said Pershing Avenue 138.25 feet to a corner; thence northerly by land of the grantors 53.10 feet to a corner; thence easterly by land of the grantors 156.91 feet to a point in the westerly line of the said North Main Street; thence southerly by the said Street 81.83 feet to the point of beginning.

Containing 9808 square feet, more or less, and being lot numbered 86 on Plan of Land situated in Acushnet, Mass., surveyed by Samuel H. Corse, Surveyor, Rochester, Mass., to be recorded.

Being part of the same premises conveyed to the grantors by deed of Virginia Dupre et al, dated May 3, 1944, and recorded with Bristol County (SD) Deeds, Book 880, Page 173.

The grantees agree, by the acceptance of this deed, that any building erected on the described premises shall be valued at \$5,000 or more, and that no building installed thereon shall be of Quonsett Hut or Trailer type, so-called. It is also stipulated, as part consideration for these presents, that no structure shall be built on said premises less than 10 feet from lot lines (exclusive of street lines) except where grantees own two or more adjoining lots, and in such case, the said restriction as to space shall apply to the outside lines thereof, and buildings shall be distant 20 feet from street lines.

Said premises are conveyed subject to taxes due the Town of Acushnet for the year 1953.
(Documentary stamps on reverse side, cancelled)

We, Genevieve P. Marston and Anna P. Lipsitt, wives ^{husbands} _{wives} of said grantors, respectively,

release to said grantees all rights of ^{tenure by the custody} _{dower and homestead} and other interests therein.

Witness our hands and seals this 18th day of March 1953

James H. C. Marston *Joseph Lipsitt*
Genevieve P. Marston *Anna P. Lipsitt*
By Joseph Lipsitt, her attorney.

The Commonwealth of Massachusetts

Bristol ss. New Bedford, March 18, 1953

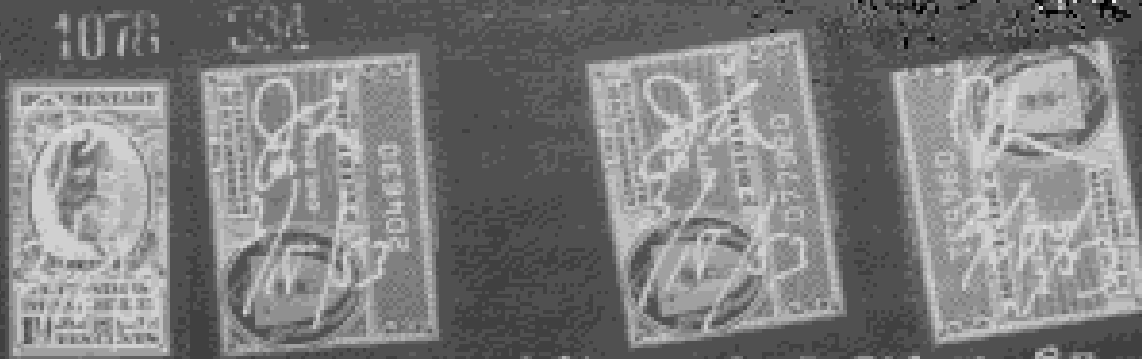
Then personally appeared the above-named James H. C. Marston and Joseph Lipsitt

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

E. Manuel Kanter
E. Manuel Kanter
Justice of the Peace
New Bedford

STONINGTON COUNTY REGISTER & CLERK

STONINGTON COUNTY REGISTER & CLERK



Received & recorded March 20 1953, at 1 hrs. 31 1/2 min. P. M.

1078-334

1885

Commonwealth of Massachusetts

District, ss.

Superior Court

No. 4224

In Equity

Scarpitti Investment Corporation

vs.

Rabel Eva Lawton

FINAL DECREE DISMISSING BILL

This cause came on to be further heard at this sitting, and was argued by counsel; and thereupon, upon consideration thereof, it is ORDERED, ADJUDGED and DECREED that the bill be and hereby is dismissed, without costs

By the Court, (Sullivan, J.)

Marcellus D. Lemaire
Asst. Clerk

Entered March 18, 1953

A true copy.
Attest:

Alice K. Fuller
Asst. Clerk.

Received & recorded March 20 1953, at 1 hrs. & 28 min. P. M.

STONINGTON COUNTY REGISTER & CLERK

STONINGTON COUNTY REGISTER & CLERK

STONINGTON COUNTY REGISTER & CLERK

STONINGTON COUNTY REGISTER & CLERK

STONINGTON COUNTY REGISTER & CLERK

BRISTOL COUNTY
REGISTER OF DEEDS
PROPERTY COPY

1078

335

BRISTOL COUNTY
REGISTER OF DEEDS
PROPERTY COPY

1888

1078 335

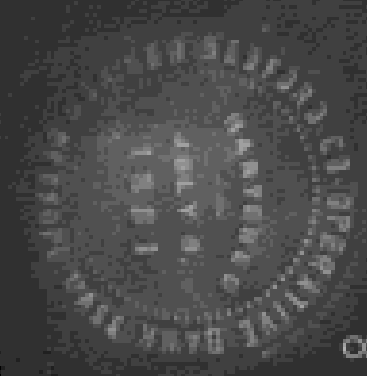
The NEW BEDFORD CO-OPERATIVE BANK, holder of a mortgage
from Robert W. and Phyllis E. Devenport
to it, dated September 9, 1944 recorded with Bristol County S. D. Registry
of Deeds, Book 583 Page 504-5

acknowledges satisfaction thereof.

In witness whereof it has caused its corporate name to be hereto subscribed and its
corporate seal hereto affixed by Eugene F. Phelan its Treasurer
thereunto duly authorized, this 20th day of March 19 53

NEW BEDFORD CO-OPERATIVE BANK

By *Eugene F. Phelan*
Treasurer.



COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. March 20, 19 53

Then personally appeared the above-named Eugene F. Phelan
Treasurer and acknowledged the foregoing instrument to be the free act and deed of the
New Bedford Co-operative Bank, before me

Arne J. Taber
Arne J. Taber
Notary Public

My commission expires June 7, 19 53

Received & recorded March 20 1953, at 2 hrs. & 51 min. P. M.

BRISTOL COUNTY
REGISTER OF DEEDS
PROPERTY COPY

BRISTOL COUNTY
REGISTER OF DEEDS
PROPERTY COPY

BRISTOL COUNTY
REGISTER OF DEEDS
PROPERTY COPY

BRISTOL COUNTY
REGISTER OF DEEDS
PROPERTY COPY

BRISTOL COUNTY
REGISTER OF DEEDS
PROPERTY COPY

BRISTOL COUNTY MASS
REGISTER OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS
REGISTER OF DEEDS
PREVENT ONLY

1078 336

1889

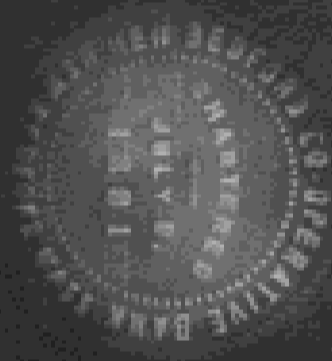
The NEW BEDFORD CO-OPERATIVE BANK, holder of a mortgage
from Joseph Eves Amaral and Mary Amaral
to it, dated September 2, 19 41 recorded with Bristol County S. D. Registry
of Deeds, Book 845 Page 86-7

acknowledges satisfaction thereof.

In witness whereof it has caused its corporate name to be hereto subscribed and its
corporate seal hereto affixed by Eugene P. Phelan its Treasurer
thereunto duly authorized, this 20th day of March 19 53

NEW BEDFORD CO-OPERATIVE BANK

By *Eugene P. Phelan*
Treasurer.



COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. Mar. 20, 19 53

Then personally appeared the above-named Eugene P. Phelan
Treasurer and acknowledged the foregoing instrument to be the free act and deed of the
New Bedford Co-operative Bank, before me

Anne J. Taber
Anne J. Taber
Notary Public

My commission expires June 7, 19 58

received & recorded March 20 1953, at 3 hrs. & 3 min. P. M.

BRISTOL COUNTY MASS
REGISTER OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS
REGISTER OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS
REGISTER OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS
REGISTER OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
FRANKLIN COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
FRANKLIN COUNTY

1891

I, Severino Cyr, unmarried,

of New Bedford

Bristol County, Massachusetts,

do hereby, for consideration paid, grant to Claire L. Cournoyer

of said New Bedford

with quiet claim heretofore

the land in said New Bedford, with all buildings thereon, bounded and

(Description and circumstances, if any)

described as follows:

Beginning at the northeast corner of this lot at a point in the south line of Tallman Street 137.62 feet east from the east line of Acushnet Avenue;

thence southerly in line of land now or formerly of W. Nye, Jr. 100 feet to land now or formerly of W. V. N. Rigby;

thence westerly in line of last named land 44.33 feet to a bound stone in the southwest corner of this lot;

thence northerly in line of land now or formerly of one Esingheart 100 feet to said south line of Tallman Street; and

thence easterly in said south line of Tallman Street 44.22 feet to the place of beginning.

Containing 16.26 square rods, more or less.

Being the same premises conveyed to me by deed of Julia Cyr, dated October 2, 1922 and recorded with Bristol County S. D. Registry of Deeds, Book 548, Page 367.

Said premises are conveyed subject to a mortgage payable to the New Bedford Institution for Savings.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
FRANKLIN COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
FRANKLIN COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
FRANKLIN COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
FRANKLIN COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
FRANKLIN COUNTY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

RECORDS

NOTICE AND STATE OF MASSACHUSETTS

Witness by hand and seal this 12th day of November 1952

Ernest Dionne

Severine Cyr

Witness

No stamp required.

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 17, 1952

Then personally appeared the above named Severine Cyr

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

(T.N.E.)

Ernest Dionne Notary Public - Massachusetts

My Commission expires December 8, 1955

Received & recorded March 20 1953, at 4 hrs. 36 min. P. M.

2008

KNOW ALL MEN BY THESE PRESENTS

1079-338

that I, Mitchell Green holder of a mortgage from Antoinette Seguin to me dated March 22, 1950 recorded with Bristol County (S.D.) County Registry of Deeds Book 981, Page 183, acknowledge satisfaction of the same

Witness by hand and seal this 25th day of March 19 53

Mitchell Green

The Commonwealth of Massachusetts

Bristol ss. New Bedford, Mass. March 25, 19 53

Then personally appeared the above named Mitchell Green

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

Leo Schwartz Notary Public - Massachusetts

My commission expires Feb 11, 1955

Received & recorded March 25 19 53, at 3 hrs. & 24 min. P. M.

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

1992

I, Claire L. Cournoyer, unmarried,

of New Bedford

Bristol County, Massachusetts,

XXXXXXX, for consideration paid, grant to Severine Cyr, for life, remainder in fee simple to Georgiana Eea and Lucie Eea, all

of said New Bedford

with quitclaim covenants

do hereby grant, sell, convey and warrant unto the said Severine Cyr, for life, remainder in fee simple to Georgiana Eea and Lucie Eea, all

described as follows:

Beginning at the northeast corner of this lot at a point in the south line of Tallman Street 137.62 feet east from the east line of Acushnet Avenue;

thence southerly in line of land now or formerly of W. Nye, Jr. 100 feet to land now or formerly of W. V. M. Rigby;

thence westerly in line of last named land 44.33 feet to a bound stone in the southwest corner of this lot;

thence northerly in line of land now or formerly of one Esingheart 100 feet to said south line of Tallman Street; and

thence easterly in mid south line of Tallman Street 44.22 feet to the place of beginning.

Containing 16.26 square rods, more or less.

Said premises are conveyed subject to a mortgage payable to the New Bedford Institution for Savings which said grantees hereby assume and agree to pay.

Being the same premises conveyed to me by deed of Severine Cyr, of even date and to be recorded herewith.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
RECEIVED

ALCOCK
SISTERS
PLANNERS

ALCOCK
SISTERS
PLANNERS

REGISTERED
PROPERTY ON
PLANNING MAP

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
RECEIVED
11455-283

ALL DEEDS
9/1/15
11473-249

ALL DEEDS
9/1/15
11473-250

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
RECEIVED

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
RECEIVED

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
1078 340

NOTARIAL PUBLIC
STATE OF MASSACHUSETTS

Witness my hand and seal this 12th day of December 1952

Ernest Pionne
Witness

Claire L. Cournoyer

No stamps required

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, December 12, 1952

Then personally appeared the above named Claire L. Cournoyer

and acknowledged the foregoing instrument to be her own free and voluntary act and deed before me

(T.N.F.)

Ernest Pionne
H. Ernest Pionne Notary Public

My Commission expires December 8, 1955

Received & recorded March 20 1953, at 4 hrs. & 30 min. P. M.

1078-340 1908

The NEW BEDFORD CO-OPERATIVE BANK, holder of a mortgage

from Raymond Breadhurst et ux

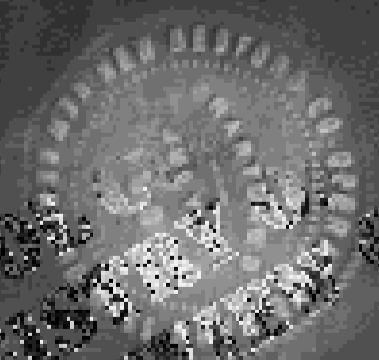
to it, dated October 16, 1952 recorded with Bristol County S. D. Registry of Deeds, Book 1065 Page 328

acknowledges satisfaction thereof.

In witness whereof it has caused its corporate name to be hereto subscribed and its corporate seal hereto affixed by Eugene F. Phelan its Treasurer thereunto duly authorized, this 21st day of March 1953.

NEW BEDFORD CO-OPERATIVE BANK

By *Eugene F. Phelan*
Treasurer.



BRISTOL COUNTY MASS
REGISTRY OF DEEDS
1078 340

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
1078 340

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
1078 340

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
1078 340

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. March 21, 1933.

Then personally appeared the above-named Eugene F. Phelan Treasurer and acknowledged the foregoing instrument to be the free act and deed of the New Bedford Co-operative Bank, before me

Cecil H. Whittier

Cecil H. Whittier Notary Public

My commission expires December 17, 1939.

Received & recorded March 23 1933, at 9 hrs. 25 min. A. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS

1893

1078-341

I, William Chapdelaine, otherwise called William Chapdelaine, married,

of New Bedford Bristol County, Massachusetts,

for consideration paid, grant to Yvonne Chapdelaine, my wife,

of said New Bedford

with certain covenants

the land in said New Bedford, with all buildings thereon, bounded and described as follows:
(Description and encumbrances, if any)

Beginning at the northwest corner thereof at a point in the east line of Church Street distant 70.93 feet south of the south line of Wash Road;

thence southerly in the said east line of Church Street 41.20 feet to a point for a corner;

thence easterly by land of parties unknown 88.77 feet to a corner;

thence northerly still by land of parties unknown 40.66 feet to a corner;

thence westerly still by land of parties unknown 94.79 feet to the east line of Church Street and point of beginning.

Containing 13.70 square rods, more or less.

Being the same premises conveyed to me and my said wife Yvonne Chapdelaine, otherwise called Yvonne Chapdelaine, by deed of Louis Casotte, dated May 5, 1932 and recorded with Bristol County S. D. Registry of Deeds, Book 715, Pages 90-91.

Cecil H. Whittier
Notary Public
10-18-25
3157-129

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY ONLY

1078 342

Witness by hand and seal this 12th day of March 1953

Ernest Perrine
Witness

William Chapdelaine

No stamps required

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 12, 1953

Then personally appeared the above named William Chapdelaine

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

(T.N.E.)

Ernest Perrine
H. Ernest Perrine Notary Public - Massachusetts

My commission expires December 8, 1955

Received & recorded March 20 1953, at 4 hrs. 53 min. P.M.

1078-342

1922

I, E. Gertrude LaRiviere, holder of a mortgage on

from Frederica St. Gelais

to ss

dated April 8, 1948 and April 26, 1950

recorded with Bristol County S.D. Registry of Deeds County Registry of Deeds

Book 945, Page 335, acknowledge satisfaction of the same
983, Page 303

WITNESS by hand and seal this 23rd day of March 1953

E. Gertrude LaRiviere

The Commonwealth of Massachusetts

Bristol ss. New Bedford, March 23, 1953

Then personally appeared the above named E. Gertrude LaRiviere

and acknowledged the foregoing instrument to be her free act and deed

before me

Arthur J. Seldin
Notary Public - Massachusetts

My commission expires March 26, 1954

Received & recorded March 23 1953, at 10 hrs. 59 min. P.M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY ONLY

1894

I, Albina Metras, unmarried,

of New Bedford Bristol County, Massachusetts,

do hereby certify, for consideration paid, grant to Odina Metras

of said New Bedford

with quitclaim conveys all my right, title and interest in and to the land in said New Bedford, with all buildings thereon, bounded and described as follows:

Beginning at the northeast corner thereof, in the south line of Cornell Place at a point distant westerly therein ninety (90) feet from the intersection of said south line of Cornell Place with the west line of Ashley Boulevard, formerly called Bowditch Street;

thence southerly in line of land now or formerly of Cook and Smith sixty-two and 23/100 (62.23) feet to a corner;

thence westerly thirty-five (35) feet to a corner;

thence northerly in a line parallel at the east line of said land sixty-two and 23/100 (62.23) feet to said south line of Cornell Place;

and thence easterly in said south line of Cornell Place thirty-five (35) feet to the place of beginning.

Containing eight (8) square rods, more or less.

For my title, see deed of Odina Metras et al to Eva Metras, my deceased sister, dated June 15, 1946 and recorded with Bristol County S. D. Registry of Deeds, Book 916, Page 166. For the estate of said Eva Metras, see Probate Records for the County of Bristol for the year 1953, File #106660.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
1078 343

ALBINA METRAS
GIVEN BY HER
SINGLE

ALBINA METRAS
GIVEN BY HER
SINGLE

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
1078 343

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
1078 343

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
1078 343

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

1078-344

Massachusetts State Seal

Witness my hand and seal this 9th day of March 1953

Luke Smith
Notary

Albina Metras

No stamps required

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 9, 1953

Then personally appeared the above named Albina Metras

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

(T.N.E.)

Luke Smith
Notary Public
My commission expires December 31, 1959

Received & recorded March 10 1953, at 4 P.M. 839 ml. P. M.

1078-344

2000

The ACUSHNET CO-OPERATIVE BANK, holder of a mortgage

from Ray R. Hutchinson

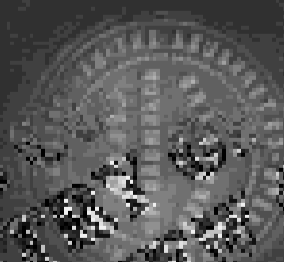
to it, dated September 29, 1947 recorded with Bristol County S. D. Registry
of Deeds, Book 933, Page 524,

acknowledges satisfaction thereof.

In witness whereof it has caused its corporate name to be hereto subscribed and its
corporate seal hereto affixed by Eugene F. Phelan its Treasurer
thereunto duly authorized, this twenty-fifth day of March 1953

ACUSHNET CO-OPERATIVE BANK

Eugene F. Phelan
Treasurer



BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

March 25, 1953

Then personally appeared the above-named Eugene F. ... Treasurer and acknowledged the foregoing instrument to be the free act and deed of the Acushnet Co-operative Bank, before me

Merton C. Fisher

Notary Public

My commission expires Dec. 6, 1955

Received & recorded Mar. 25 1953 at 12 hrs. & 13 min. P.M.

1988

1078-345

I, Elroy Golda,

of New Bedford

Bristol

County, Massachusetts,

do hereby acknowledge, for consideration paid, grant to: Bayline Square Paint and Wallpaper, Inc., a corporation duly established under the laws of the Commonwealth of Massachusetts,

of New Bedford

with SUTCLIFF covenants

the land in said New Bedford, Bristol County, bounded and described as follows: [Description and encumbrances, if any]

Beginning at a point in the northerly line of Clifford Street 134.28 feet easterly therein from the easterly line of Church Street; thence northerly 81.87 feet to a corner; thence easterly 200 feet to a corner; thence southerly 82.34 feet to said northerly line of Clifford Street; and thence westerly in said northerly line of Clifford Street 200 feet to the point of beginning.

Containing 60.15 square rods of land, more or less.

Being lots numbered 186 to 190, inclusive, on "Plan of Land Owned by George C. Hatch, 1905" which plan is on file in Bristol County S. D. Registry of Deeds, Plan Book 2, Page 67.

Being the same premises conveyed to me by deed of Nathanael Mills recorded with the aforesaid Registry in Book 940, Page 90.

The above premises are conveyed subject to the taxes for the year

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREPARED BY



wherein to said parties all rights of tenancy by the entirety and other interests therein
do vest and hereunto

Witness my hand and seal this twenty-fourth day of March 1963

John P. Berger
As witness

Blowy Golda

The Commonwealth of Massachusetts

Bristol ss. New Bedford March 24th, 1963

Then personally appeared the above named

Blowy Golda

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

John P. Berger
John P. Berger, Notary Public - Janghond Tassat
My commission expires July 5th, 1963

Received & recorded Mar. 25 1963, at 9 hrs. 35 min. A.M.

1078-346

1990

KNOW ALL MEN BY THESE PRESENTS, that I, Adjutor Patnaude

of New Bedford Bristol County, Massachusetts,
being unmarried, for consideration paid, grant to Russell H. Avellar and Elsie Avellar,
husband & wife, as joint tenants and not tenants by the entirety,
both

of said New Bedford with quitclaim covenants

the land in said New Bedford hereinafter described, viz:

(Description and circumstances, if any)

Lot No. 29 on plan of Grenier Terrace filed in Bristol County
(S.D.) Registry of Deeds, Plan Book 8, Page 20, bounded on the east
by the west line of Belleville Avenue, on the north by the south
line of Grenier Street, or however else the same may be bounded and
described.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREPARED BY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREPARED BY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREPARED BY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREPARED BY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

1078-347

Adjutor Patnaude, _____
release to said grantee all rights of ~~tenancy by the curtesy~~ and other interests therein
dower and homestead

Witness my hand and seal this 19th day of September 1947

Adjutor Patnaude
Aurore Patnaude

The Commonwealth of Massachusetts
Bristol, _____ at New Bedford, Mass., Sept. 19th 1947

Then personally appeared the above named Adjutor Patnaude

and acknowledged the foregoing instrument to be his free act and deed, before me
Eugene F. Phelan
My commission expires March 6th 1953

received & recorded May 15 1953, at 9 hrs. & 37 min. A.M.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

1954 1078-347
The NEW BEDFORD CO-OPERATIVE BANK, holder of a mortgage

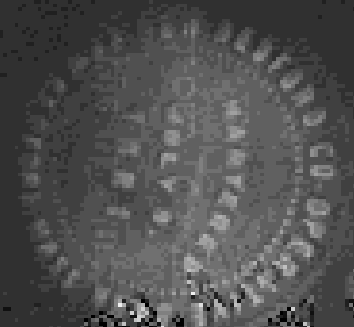
from Mabel F. Lancaster
to it, dated September 15, 1941 recorded with Bristol County S. D. Registry
of Deeds, Book 845 Page 367-369

acknowledges satisfaction thereof.

In witness whereof it has caused its corporate name to be hereto subscribed and its
corporate seal hereto affixed by Eugene F. Phelan its Treasurer
thereunto duly authorized, this 11th day of March 1953

NEW BEDFORD CO-OPERATIVE BANK

By Eugene F. Phelan
Treasurer
Eugene F. Phelan



BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY REGISTER & DEEDS PREPARED BY

1878 348

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. March 23rd 1953
Then personally appeared the above-named Eugene F. Fiolan Treasurer and acknowledged the foregoing instrument to be the free act and deed of the New Bedford Co-operative Bank, before me

Anne J. Taber
Anne J. Taber
Notary Public

My commission expires June 7th 1958

Received & recorded Mar. 24, 1953 at 9 hrs. & 30 min. Q. M.

1878-348

1971

The Wareham Savings Bank, a corporation established under the laws of the Commonwealth of Massachusetts holder of a mortgage from Agnes M. McAuliffe to the said The Wareham Savings Bank dated September 15, 1924

recorded with Bristol County (S.D.) Registry of Deeds Book 597 Page 308 acknowledge satisfaction of the same

In witness whereof, the said The Wareham Savings Bank

has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Edward A. Besse its President this twenty-third day of March A. D. 1953

THE WAREHAM SAVINGS BANK
by *Edward A. Besse*
President

The Commonwealth of Massachusetts

Plymouth ss. March 23, 1953

Then personally appeared the above-named Edward A. Besse, President and acknowledged the foregoing instrument to be the free act and deed of The Wareham Savings Bank

before me
Francis P. Reed
Francis P. Reed
Notary Public

My commission expires June 6, 1953

Received & recorded March 24, 1953 at 11 hrs. & 17 min. Q. M.

BRISTOL COUNTY REGISTER & DEEDS PREPARED BY

BRISTOL COUNTY REGISTER & DEEDS PREPARED BY

BRISTOL COUNTY REGISTER & DEEDS PREPARED BY

BRISTOL COUNTY REGISTER & DEEDS PREPARED BY

1986

I, Betsy Golda, unmarried,
of New Bedford Bristol County, Massachusetts,
for consideration paid, grant to Stanley Boraski, unmarried,

with QUITCLAIM covenants
with ~~reversionary covenants~~

of New Bedford

do hereby convey unto Stanley Boraski, unmarried,
the land in said New Bedford, Bristol County, bounded and described as follows:
(Description and encumbrances, if any)

FIRST PARCEL

Beginning at a point in the south line of Clifford Street
90.96 feet easterly therein from the easterly line of Church Street;
thence easterly in said southerly line of Clifford Street 120 feet;
thence southerly 32.50 feet; thence westerly 120 feet; and thence
northerly 32.50 feet to the south line of Clifford Street and the point
of beginning. Being lots numbered 98, 99 and 100 on "Plan of Land
Owned by George C. Hatch, 1905" recorded with Bristol County S. D. Reg-
istry of Deeds, Plan Book 2, Page 67.

SECOND PARCEL

Beginning at a point in the north line of Shaw Street, dis-
tant therein 160 feet east of the east line of Church Street; thence
easterly in line of said Shaw Street 120 feet; thence northerly 32.50
feet; thence westerly 120 feet; and thence southerly 32.50 feet to the
north line of Shaw Street and the point of beginning. Being lots num-
bered 16, 17 and 18 on plan of George C. Hatch, above referred.

Being the same premises conveyed to me by deed of Mashavuna Mills,
Inc., recorded with the aforesaid Registry in Book 540, Page 90.

The above premises are conveyed subject to the 1953 taxes.

BRISTOL COUNTY
REGISTRY OF DEEDS
BRISTOL COUNTY MASSACHUSETTS

BRISTOL COUNTY
REGISTRY OF DEEDS
BRISTOL COUNTY MASSACHUSETTS

BRISTOL COUNTY
REGISTRY OF DEEDS
BRISTOL COUNTY MASSACHUSETTS

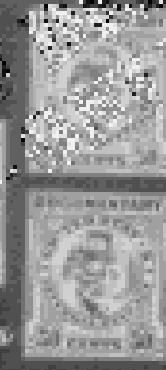
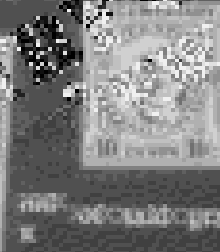
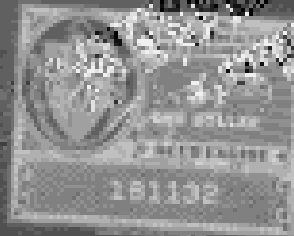
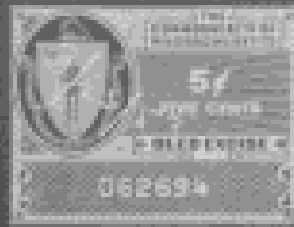
BRISTOL COUNTY
REGISTRY OF DEEDS
BRISTOL COUNTY MASSACHUSETTS

BRISTOL COUNTY
REGISTRY OF DEEDS
BRISTOL COUNTY MASSACHUSETTS

BRISTOL COUNTY
REGISTRY OF DEEDS
BRISTOL COUNTY MASSACHUSETTS

BRISTOL COUNTY
REGISTRY OF DEEDS
BRISTOL COUNTY MASSACHUSETTS

1078 350



release to said grantees all rights and interests therein, together with all claims and other interests therein.

Witness my hand and seal this 23rd day of March 1953

John P. Bayne
Deputy

Blossy Golda

The Commonwealth of Massachusetts

Bristol ss New Bedford March 23, 1953

Then personally appeared the above named Blossy Golda

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

John P. Bayne
Notary Public - State of Mass.
My commission expires July 9th, 1953

Received & recorded Mar. 25 1953, at 9 hrs. & 34 min. A.M.

1078-350

1966

Bristol Acceptance Trust, Inc. a corporation duly established under the laws of the Commonwealth of Massachusetts and having a usual place of business in New Bedford, ^{two} holder of a mortgage is

from John Perry

to it

dated April 3, 1952 and October 16, 1952

recorded with Bristol County S.D. Registry of Deeds

Book 1040, 1065 Page 28, 269 acknowledge satisfaction of the same

In witness whereof, the said Bristol Acceptance Trust, Inc.

has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Murray F. Barrows its Treasurer this 24th day of March A. D. 1953.

Bristol Acceptance Trust, Inc.

by Murray F. Barrows
Treasurer

The Commonwealth of Massachusetts

1078-351

Bristol at New Bedford, March 24th 1953

Then personally appeared the above named Murray F. Barrows, Treasurer and acknowledged the foregoing instrument to be the free act and deed of the Bristol Acceptance Trust, Inc.

Before me,

Stuart Lowell Howe
Notary Public

My commission expires Nov 23rd 1957

Received & recorded Mar. 24, 1953 at 10 hrs. & 58 min. A. M.

1953

1078-351

Discharge
5/9/55
1145-273

THE BAYLIES SQUARE PAINT AND WALLPAPER, INC., a corporation duly established under the laws of the Commonwealth of Massachusetts,

of New Bedford, Bristol County, Massachusetts

has for consideration paid, grant to Blowsy Golda

of said New Bedford

with mortgage covenants, to secure the payment of

NINE HUNDRED FIFTY (950) Dollars

payable Ten (10) Dollars each and every month

as provided in its note of even date,

On land in said New Bedford, Bristol County, bounded and described as follows:

(Description and encumbrances, if any)

Beginning at a point in the northerly line of Clifford Street 134.28 feet easterly therein from the easterly line of Church Street; thence northerly 81.47 feet to a corner; thence easterly 200 feet to a corner; thence southerly 82.34 feet to said northerly line of Clifford Street; and thence westerly in said northerly line of Clifford Street 200 feet to the point of beginning. Containing 60.15 square rods of land, more or less.

Being lots numbered 186 to 190, both inclusive, on "Plan of Land Owned by George C. Hatch, 1905" which plan is on file in Bristol County S. D. Registry of Deeds, Plan Book 2, Page

67.

Being the same premises conveyed to the mortgagor by deed of even date to be recorded herewith.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
RECORDED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
RECORDED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
RECORDED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
RECORDED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
RECORDED

1987

I, Stanley Boraski,
of New Bedford,

Bristol County, Massachusetts

being unmarried, for consideration paid, grant to Blozy Golda

of New Bedford

with mortgage covenants, to secure the payment of

----- ONE THOUSAND ONE HUNDRED FIFTY (1,150) ----- Dollars

in ~~sum~~ ~~with interest~~ ~~per annum~~

payable Ten (10) Dollars each and every week
as provided in my note of even date,

the land in said New Bedford, Bristol County, bounded and described as follows:
(Description and metes and bounds, if any)

FIRST PARCEL

Beginning at a point in the south line of Clifford Street 90.96 feet easterly
therein from the easterly line of Church Street; thence easterly in said southerly
line of Clifford Street 120 feet; thence southerly 82.50 feet; thence westerly 120
feet; and thence northerly 82.50 feet to the south line of Clifford Street and the
point of beginning.

Being lots numbered 98, 99 and 100 on "Plan of Land Owned by George C. Hatch,
1905" recorded with Bristol County S. D. Registry of Deeds, Plan Book 2, Page 67.

SECOND PARCEL

Beginning at a point in the north line of Shaw Street, distant therein 160
feet east of the east line of Church Street; thence easterly in line of said Shaw
Street 120 feet; thence northerly 82.50 feet; thence westerly 120 feet; thence
southerly 82.50 feet to the north line of Shaw Street and the point of beginning.

Being lots numbered 16, 17 and 18 on plan of George C. Hatch, above referred.

Being the same premises conveyed to me by deed of the mortgagee of even
date to be recorded herewith.

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY TAX OFFICE

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY TAX OFFICE

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY TAX OFFICE

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY TAX OFFICE

350
10/21/53
1095-94

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY TAX OFFICE

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY TAX OFFICE

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

1078 354

This mortgage is upon the statutory condition, for any breach of which the mortgagor shall have the statutory power of sale.

Witness my hand and seal this 23rd day of March 19 53

John P. Bryan witness to signature

Stanley Boraski

The Commonwealth of Massachusetts

Bristol ss. New Bedford, Mass. March 23rd, 19 53

Then personally appeared the above named Stanley Boraski

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

John P. Sacour, Notary Public - State of Mass. My Commission expires July 9th, 19 59

Received & recorded May 25 1953, at 9 hrs. & 34 min. A.M.

1967

1078-354

The Fairhaven Institution for Savings, a corporation under the laws of Massachusetts, located at Fairhaven, Massachusetts, holder of a mortgage from John Perry

to The Fairhaven Institution for Savings, dated September 5, 1951

recorded with Bristol County S.D. Registry of Deeds Book 970 Page 186-187 acknowledge satisfaction of the same.

In witness whereof said Fairhaven Institution for Savings has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by its Treasurer thereunto duly authorized, this 24th day of March 19 53

FAIRHAVEN INSTITUTION FOR SAVINGS

Orrin B. Carpenter



BRISTOL COUNTY MASS. REGISTRY OF DEEDS

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

Commonwealth of Massachusetts

1078

Bristol, ss.

Fairhaven, Mass., March 24th 1957

Then personally appeared the above-named Orrin B. Carpenter President
and acknowledged the foregoing instrument to be the free act and deed of said Fairhaven Institute for
Savings

before me

Thomas E. Underwood Notary Public

My commission expires Sept. 21, 19 57

1-29-52-200-V

Notary Public, Fairhaven, Mass., March 24, 1957

1913

1078-355

KNOW ALL MEN BY THESE PRESENTS

That I, Beatrice Bloomberg

of New Bedford, Bristol

County, Massachusetts,

do hereby, for consideration paid, grant to Philip Feingold

of New Bedford, Massachusetts

with warranty covenants

the land in said New Bedford, bounded and described as follows:

(Description and encumbrances, if any)

PARCEL ONE Beginning at the southeasterly corner thereof at a point
in the west line of Byron Street three hundred sixty (360) feet distant
therein northerly from its intersection with the north line of Allen
Street; thence westerly eighty seven and 66/100 (87.66) feet; thence
northerly eighty (80) feet; thence easterly eighty seven and 74/100
(87.74) feet to said west line of Byron Street; and thence southerly
therein eighty (80) feet to the point of beginning,
Containing 25.77 square rods more or less.

PARCEL TWO Beginning at a point in the westerly line of Byron Street
distant southerly therein two hundred eighty and 12/100 (280.12) feet
from the point of intersection of the westerly line of Byron Street with
the southerly line of Ryan Street; thence westerly in the southerly line
of land now or formerly of Michael Zajac, et al a distance of eighty-
seven and 66/100 (87.66) feet to a point; thence southerly in the
easterly line of land now or formerly of Mary Oliveira Simas a distance
of forty (40) feet to a point; thence easterly in the northerly line
of land now or formerly of Barney Wantuan a distance of eighty-seven
and 66/100 (87.66) feet to a point in the westerly line of Byron Street;

more

-continued-

1070 356

thence northerly in the westerly line of Byron Street a distance of forty (40) feet to the point of beginning, containing 12.88 square rods.

Being lots number 10 and 11 on Plan of Allen Terrace filed in Bristol County (S.D.) Registry of Deeds, Plan Book 11, Page 50.

For my title to the above-described parcels see deed of Cleoher J. Perry and Jessie Perry to me dated June 11, 1952 and recorded in Bristol County (S.D.) Registry of Deeds Book 1052, Page 355.



I, Joseph K. Bloomberg husband of said grantor, ~~wife~~

release to said grantee all rights of ^{tenancy by the curtesy} ~~tenancy by the curtesy~~ and other interests therein.

Witness ~~our~~ hands and seals this 19th day of March 19 53

Joseph K. Bloomberg
Joseph K. Bloomberg

Beatrice Bloomberg
Beatrice Bloomberg

The Commonwealth of Massachusetts

Bristol ss March 19 19 53

Then personally appeared the above-named Beatrice Bloomberg

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

Harold Hurwit
Harold Hurwit Notary Public

August 7, 1953

Received & recorded March 19 1953, at 10 hrs. & 16 min. P.M.

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PRINCETON OFFICE

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PRINCETON OFFICE

1992

Know all men by these presents

that the INSTITUTION FOR SAVINGS IN ROXBURY formerly known as the Institution for Savings in Roxbury and its Vicinity, a corporation duly established under the laws of the Commonwealth of Massachusetts, the mortgagee named in a certain mortgage given by

Frank R. Catoon, Jr. and Kathleen Catoon

dated

December 13,

A. D. 1950,

and recorded with Bristol County Southern District

Registry of Deeds, Book 1006

Page 336-337-338

, hereby acknowledges that it has

received full payment and satisfaction for the same; and in consideration thereof it hereby cancels and discharges said mortgage.

In witness whereof the said INSTITUTION FOR SAVINGS IN ROXBURY has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by G. Churchill Francis

its

President

this

nineteenth

day of

March

A. D. 1953

Signed and stated in the presence of

INSTITUTION FOR SAVINGS IN ROXBURY,

G. Churchill Francis

G. Churchill Francis, President

Commonwealth of Massachusetts

Suffolk, ss.

Boston,

March 19th,

1953

Then personally appeared the above-named G. Churchill Francis, President aforesaid, and acknowledged the foregoing instrument to be the free act and deed of the INSTITUTION FOR SAVINGS IN ROXBURY, before me,

Frederick C. Holland

Notary Public—Justice of the Peace

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PRINCETON OFFICE

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PRINCETON OFFICE

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PRINCETON OFFICE

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PRINCETON OFFICE

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PRINCETON OFFICE

BRISTOL COUNTY REGISTER FOR DEEDS
PRINTED AT NEW ORLEANS

358

I, Frederick C. Holland, Clerk of the Board of Investment of the Institution for Savings in Roxbury do hereby certify that at a meeting of said Board held on March 19, 1953, at which a quorum was present and voting throughout, on motion duly made and seconded, it was unanimously

Voted: That G. Churchill Francis, President of Institution for Savings in Roxbury, be and he hereby is authorized to discharge before maturity a certain mortgage given to said Institution by Frank R. Cataen, Jr., and Kathleen Cataen, dated December 13, 1950, and recorded with Bristol County Southern District Registry of Deeds, Book 1005, Page 336, 337, 338.



Frederick C. Holland
Clerk
Board of Investment

24 Greendale Street
South Dartmouth

Received & recorded March 25, 1953, at 9 hrs. & 39 min. A.M.

1959

1078-358

The ACUSHNET CO-OPERATIVE BANK, holder of a mortgage

from John P. Hoderick
to it, dated June 5th 1941 recorded with Bristol County S. D. Registry
of Deeds, Book 840 Page 121-122

acknowledges satisfaction thereof.

In witness whereof it has caused its corporate name to be hereto subscribed and its corporate seal hereto affixed by Eugene P. Phelan its Treasurer
thereunto duly authorized, this 20th day of March 19 53

ACUSHNET CO-OPERATIVE BANK

By *Eugene P. Phelan*
Treasurer.



BRISTOL COUNTY REGISTER FOR DEEDS
PRINTED AT NEW ORLEANS

BRISTOL COUNTY REGISTER FOR DEEDS
PRINTED AT NEW ORLEANS

BRISTOL COUNTY REGISTER FOR DEEDS
PRINTED AT NEW ORLEANS

BRISTOL COUNTY REGISTER FOR DEEDS
PRINTED AT NEW ORLEANS

COMMONWEALTH OF MASSACHUSETTS

1078-359

Bristol, ss.

March 20, 1953

Then personally appeared the above-named Treasurer and acknowledged the foregoing instrument to be the free act and deed of the Acushnet Co-operative Bank, before me

Anne J. Taber
Notary Public

My commission expires June 7, 1958

Received & recorded Mar. 24, 1953 at 10 hrs. & 20 min. A.M.

2002

1078-359

Know all men by these presents

I, Barbara Paris, / executrix and / devisees w/y of Tancous Paris, holder of

a certain mortgage given by Tancous Paris, of Fall River, Bristol County, Mass. to Alexander Kalife of New Bedford dated May 24 A. D. 1932 and recorded with Bristol County S. D. Registry of Deeds, book 715 page 43-4 do hereby acknowledge that I have received from Alexander Kalife, New Bedford, Mass

the mortgage named in said mortgage, full payment and satisfaction of the same; and in consideration thereof I do hereby cancel and discharge said mortgage, and release and quitclaim unto the said Alexander Kalife and his heirs and assigns forever, the premises thereby conveyed.

In witness whereof I hereunto set my hand and seal this 26th day of February A. D. 1953

Signed and sealed in the presence of

Delma Fair

Barbara Paris

Jesse Fair

Individually and as executrix

The Commonwealth of Massachusetts

Bristol County ss. February 26, 1953. Then personally appeared the above named Barbara Paris and acknowledged the foregoing instrument to be her free act and deed, before me

Albert Paris
Notary Public - Notary of the Peace

My commission expires April 24, 1953

Received & recorded with Bristol Co. S.D. Registry of Deeds, book 1078

Mar 25, 1953 at 2 o'clock and 10 minutes P.M.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY CONVEYANCE

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY CONVEYANCE

1994

1078 360

Know All Men By These Presents

That we, Antone Foster and Max F. Greenstein, both being married

of Dartmouth Bristol County, Massachusetts,
for consideration paid, grant to Hannibal M. Gonsalves

of Dartmouth with quitclaim covenants

the land in Dartmouth bounded and described as follows:

(Description and encumbrances, if any)

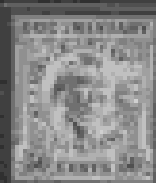
Beginning at the northwest corner thereof at a point in the south line of Bryant Street and its intersection with the east line of contemplated Pacific Street; thence easterly sixty-nine and 65/100 (69.65) feet; thence southerly one hundred sixty-three and 69/100 (163.69) feet; thence westerly sixty-seven and 36/100 (67.36) feet; and thence northerly one hundred forty-eight and 46/100 (148.46) feet to Bryant Street and the point of beginning.

Containing thirty-eight and 79/100 (38.79) rods, more or less.

Being Lot No. 13 and part of lot No. 14 on plan of land of No. 2 cut-up of land belonging to Antone Foster, dated April 14, 1951 and recorded with Bristol County (S.D.) Registry of Deeds in Plan Book 42, Page 47.

Being part of the same premises conveyed to us by deed Ernest Woodcock dated January 8, 1951 and recorded in said Registry of Deeds in Book 1007, Page 488.

The grantee herein assumes and agrees to pay the real estate taxes for the year 1953.



We, June D. Foster, wife of Antone Foster and Anna D. Greenstein, wife of Max F. Greenstein

release to said grantee all rights of dower and homestead and other interests therein.

Witness our hand and seal this 25th day of March 1953.

Antone Foster
June D. Foster
Anna D. Greenstein
Max F. Greenstein

The Commonwealth of Massachusetts

Bristol ss. New Bedford, March 25 1953.

Then personally appeared the above named Antone Foster and Max F. Greenstein

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

Howard E. Piny
Notary Public - MASSACHUSETTS

My commission expires April 25 1956

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY CONVEYANCE

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY CONVEYANCE

Filed and recorded Mar. 25 1953, at 10 hrs. & 8 min. A.M.

1978

1996

1078

I, Emma M. Damas, the unmarried widow of Antone R. Damas

of Boston, Suffolk County, Massachusetts, for consideration paid, grant to John R. Damas

of Fairhaven, Massachusetts with certain covenants

and

(Description and recumbence, if any)

A certain lot or parcel of land situated in aforesaid Fairhaven and being lot numbered thirty-six (36) on plan of Massasoit Park, made by P. M. Metcalf, C.E., dated November 10, 1913 and recorded in Bristol County (S.D.) Registry of Deed, Plan Book 11, Page 65, and more particularly bounded and described as follows, viz:-

Beginning at the southeasterly corner of land to be conveyed at a point in the northerly line of Massasoit Avenue one hundred eleven and 78/100 (111.78) feet distant therein westerly from its intersection with the westerly line of Adams Street (after the widening); thence northerly in line of lots numbered thirty-seven (37) and thirty-eight (38) ninety (90) feet; thence westerly forty (40) feet to lot numbered thirty-five (35); thence southerly in line of lot numbered thirty-five (35) ninety (90) feet to said northerly line of Massasoit Avenue; thence easterly by said northerly line of Massasoit Avenue forty (40) feet to the point of beginning. Containing thirteen and 22/100 (13.22) square rods, more or less.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said John R. Damas and his heirs and assigns, to their own use and behoof forever.

For my title refer to Suffolk Probate No. 361025.



Without

Witness my hand and seal this 19th day of November 1952

Emma M. Damas

The Commonwealth of Massachusetts

Suffolk November 19th 1952

Then personally appeared the above named Emma M. Damas

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

Anna L. Quinn Notary Public - Justice of the Peace

My commission expires Feb 13th 1953

Recorded Mar 25 1953 at 11 hrs & 15 min Q M

1907 562 1907

I, Fanny Medeiros,

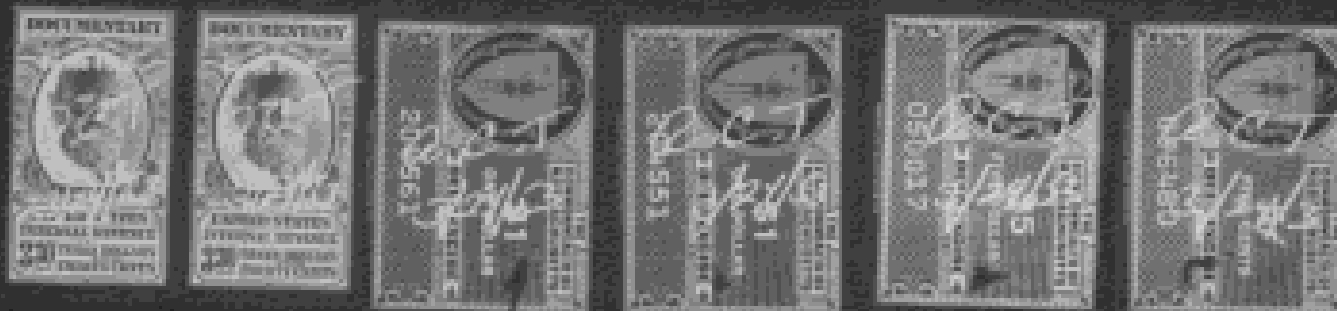
of Dartmouth, Bristol County, Massachusetts,
being unmarried, for consideration paid grant to Daniel S. Oliveira and Maria C. Oliveira,
husband and wife, as joint tenants, and not as tenants by the entirety,
both
of New Bedford with warranty covenants
to hold in said New Bedford, with the buildings thereon, bounded and
described as follows:

DESCRIPTION OF PREMISES HEREBY

Beginning at the northeast corner of said lot at a point in the south line of Potomska Street, seventy-nine and 85/100 (79.85) feet westerly therein from the west line of First Street; thence southerly by land now or formerly of James T. Evans, sixty-five (65) feet; thence westerly by land now or formerly of Alfred M. Brownell and John N. Morris, forty (40) feet; thence northerly by land now or formerly of one Foster, sixty-five (65) feet to said south line of Potomska Street; and thence easterly in said south line of Potomska Street, forty (40) feet to the place of beginning. Containing 9.473 square rods, more or less.

Being the same premises conveyed to me by deed of Joseph C. Travers, dated October 24, 1942 and recorded in Bristol County (S.D.) Registry of Deeds, in book 962, pages 303-304. See also probate of Estate of Manuel Travers, alias Manuel Costa, and probate of Estate of Filomena Travers, alias Filomena Costa, duly probated in the Bristol County Probate Court.

Said premises are being conveyed subject to the real estate taxes for the year 1953 which the said grantees hereby assume and agree to pay.



I, Manuel P. Medeiros, husband of said grantor,
solely

release to said grantees all rights of tenancy by the curtesy ~~and other interests therein~~ and other interests therein.

Witness our hand and seals this 24th day of March, 1953

August C. Taveira Fanny Medeiros
witness to both manuel p medeiros

The Commonwealth of Massachusetts

Bristol, New Bedford, March 24, 1953

Then personally appeared the above named Fanny Medeiros

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

August C. Taveira
August C. Taveira, Notary Public - State of Mass.

My Commission expires July 22, 1955

Filed & recorded Mar 25 1953, at 11 hrs. & 33 min. A.M.

1978

107-303

We, Daniel S. Oliveira and Maria C. Oliveira, husband and wife,

of New Bedford, Bristol, County, Massachusetts, being unmarried, for consideration paid, grant to Antonio Oliveira and Adeline Oliveira, husband and wife, both

of said New Bedford with mortgage covenants, to secure the payment of Forty-five hundred Dollars (\$4500.00) payable in quarterly installments of Fifty Dollars (\$50.00) commencing the principal, the entire amount of this mortgage to be payable

in five (5) years with five (5) per centum interest per annum payable semi-annually quarterly as provided in our note of even date.

the land in said New Bedford, with the buildings thereon, bounded and described as follows: ~~40~~

Beginning at the northeast corner of said lot at a point in the south line of Potomska Street, seventy-nine and 65/100 (79.65) feet westerly therein from the west line of First Street; thence southerly by land now or formerly of James T. Evans, sixty-five (65) feet; thence westerly by land now or formerly of Alfred M. Brownell and John N. Morris, forty (40) feet; thence northerly by land now or formerly of one Foster, sixty-five (65) feet to said south line of Potomska Street; and thence easterly in said south line of Potomska Street, forty (40) feet to the place of beginning. Containing 9.473 square rods, more or less.

Being the same premises conveyed to us by deed of Panny Medeiros of even date and to be recorded herewith.

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~~ ^{release to the mortgagee} ~~all rights of tenancy by the curtesy, dower and homestead~~ ^{tenancy by the curtesy, dower and homestead} and other interests in the mortgaged premises.

Witness our hands and seals this 24th day of March, 1953

August C. Tavelma *Daniel S. Oliveira*
Notary Public *Maria C. Oliveira*

The Commonwealth of Massachusetts

Bristol, New Bedford, March 24, 1953

Then personally appeared the above named Daniel S. Oliveira and Maria C. Oliveira,

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

August C. Tavelma
August C. Tavelma, Notary Public - ~~Notary Public~~

My commission expires July 22, 1955

Received & recorded Mar 25 1953, at 11 hrs. 6 33 min. A.M.

Rec
10/31/61
1354-166

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
FRANKLIN ST. NEW BEDFORD

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
FRANKLIN ST. NEW BEDFORD

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
FRANKLIN ST. NEW BEDFORD

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
FRANKLIN ST. NEW BEDFORD

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
FRANKLIN ST. NEW BEDFORD

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
FRANKLIN ST. NEW BEDFORD

1078 364

1999

Ms. Daniel S. Oliveira and Maria C. Oliveira, husband and wife, both

of New Bedford, Bristol County, Massachusetts, being ~~separately~~ for consideration paid, grant to Fanny Medeiros

of Dartmouth with mortgage ~~interests~~, to secure the payment of One Thousand Dollars (\$1000.00) - - payable in quarterly installments of Fifty Dollars (\$50.00) on ~~the~~ the principal, the entire amount of this mortgage to be payable in eighteen (18) months, in five (5) ~~years~~ quarters with five (5) per centum interest per annum payable ~~semi-annually~~ quarterly as provided in our note of even date, to have in said New Bedford, with the buildings thereon, bounded and described as follows: ~~(Description and boundaries if any)~~

Beginning at the northeast corner of said lot at a point in the south line of Potomska Street, seventy-nine and 65/100 (79.65) feet westerly therein from the west line of First Street; thence southerly by land now or formerly of James T. Evans, sixty-five (65) feet; thence westerly by land now or formerly of Alfred M. Brownell and John N. Morris, forty (40) feet; thence northerly by land now or formerly of one Foster, sixty-five (65) feet to said south line of Potomska Street; and thence easterly in said south line of Potomska Street, forty (40) feet to the place of beginning. Containing 9.473 square rods, more or less.

Being the same premises conveyed to us by deed of Fanny Medeiros, of even date and to be recorded herewith.

Subject to a first mortgage to Antone Oliveira, et ux, of even date and to be recorded herewith.

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale to, said mortgagors, being husband and wife, ~~husband and mortgagee~~

release to the mortgagee all rights of tenancy by the curtesy and other interests in the mortgaged premises, ~~power and homestead~~

Witness our hand and seal of this 24th day of March, 19 53

August C. Taveira Daniel S. Oliveira
Notary Public Maria C. Oliveira

The Commonwealth of Massachusetts

Bristol, New Bedford, March 24, 19 53

Then personally appeared the above named Daniel S. Oliveira and Maria C. Oliveira, and acknowledged the foregoing instrument to be their free act and deed, before me,

August C. Taveira
August C. Taveira, Notary Public - Justices of the Peace

My commission expires July 22, 19 55

Received & recorded Mar. 25 1953, at 11 hrs. & 34 min. A.M.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY TAX

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY TAX

THIS INSTRUMENT SHOULD BE FILED AT ONCE FOR RECORD OF REGISTRATION

FORM 401

2003

INSTRUMENT OF REDEMPTION
TITLE IN MUNICIPALITY

THE COMMONWEALTH OF MASSACHUSETTS

New Bedford

NAME OF CITY OR TOWN

OFFICE OF THE TREASURER

The City of New Bedford, holder of a tax title under
taking a sale for non-payment of the 1949 taxes assessed to

John S. Zielinski

on land described in the instrument of taking conveying said title, dated April 21, 1950, and recorded with Bristol County (S.D.) Registry of Deeds, Registry District, Book 978, Page 392, Document No., Certificate of Title No.

does hereby, pursuant to General Laws, Chapter 60, Section 62, acknowledge satisfaction of the tax title account secured by such instrument of taking tax-collector's deed.

DESCRIPTION OF LAND

AS APPEARING IN INSTRUMENT OF TAKING 60-TAX-COLLECTOR'S DEED.

A parcel of land situated at 159 Cedar Grove St., being Plat 85 lot 46, containing 3,000 sq. ft., more or less, according to the 1949 plan on file in the Assessors Office, New Bedford, Mass.

NAME OF PERSON OTHER THAN THE OWNER OF THE EASE BENEFITING AND REQUESTED TO BE NAMED IN THIS INSTRUMENT

Witness the execution of this instrument this 23rd day of March, 1953.

City of New Bedford

By Leonard Pacheco, Treasurer

THE COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. March 20, 1953.

Then personally appeared the above-named Leonard Pacheco, Treasurer of the City of New Bedford, and acknowledged the foregoing instrument to be the free act and deed of said city/town.

Before me, My commission expires March 13, 1959. Leah A. Walsh, Notary Public - State of Massachusetts

THIS FORM APPROVED BY DEWITT L. LORR, COMMISSIONER OF REGISTRATION AND TAXATION. RECEIVED & RECORDED March 25 1953, at 2 hrs. 233 min. P. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY TAX

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY TAX

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY TAX

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY TAX

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY TAX

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREPARED ONLY

1078 366

2003

We, George Denakis, President and John Denakis, Treasurer of
Elmwood Enterprises, Inc.

of New Bedford , Bristol County, Massachusetts,

being unmarried, for consideration paid, grant to Henry L. Gillis and Janine T. Gillis,
husband and wife as joint tenants and not as tenants by the entirety

of New Bedford

with warranty covenants

the land in New Bedford, bounded and described as follows:

(Description and memorandum, if any)

Beginning at a point in the easterly line of Shawmut Avenue at a
point sixty-five (65) feet north of the northerly line of Townsend Street,
thence easterly in line parallel with said northerly line of Townsend
Street One Hundred (100) feet; thence northerly in line parallel with
said easterly line of Shawmut Avenue sixty-five (65) feet; thence
westerly in line parallel with said northerly line of Townsend Street
one hundred (100) feet to said easterly line of Shawmut Avenue; thence
southerly in the easterly line of Shawmut Avenue sixty-five (65) feet
to the point of beginning. Containing twenty and 38/100 (20.38) square
rods more or less. See Lot B of plan of land of George Denakis,
Plan Book 44, Page 173.

This land is transferred with the following restriction: Only
one-family dwellings with not more than two space garages shall be
built on this land and any buildings shall be set back at least twenty-
five (25) feet from the street line.

The above described premises are conveyed subject to the taxes
for 1953 which the grantee assumes and agrees to pay.

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREPARED ONLY

1078 357
husband of said grantor,
wife

release to said grantee all rights of tenancy by the curtesy and other interests therein,
dower and homestead

Witness my hand and seal this 25th day of March 1953

ELMWOOD ENTERPRISES, INC.

By
George Demakis President
John Demakis Treasurer



The Commonwealth of Massachusetts

Bristol ss. 19 53

Then personally appeared the above named George Demakis, President and John Demakis, Treasurer of Elmwood Enterprises, Inc.

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

William H. Carey
Notary Public - Bristol, Mass.

My commission expires Dec 12 1955

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY TAX

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY TAX

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY TAX

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY TAX

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY TAX

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY TAX

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY TAX

STONINGTON COUNTY (S)
REGISTRY OF DEEDS
PREVIEW ONLY

STONINGTON COUNTY (S)
REGISTRY OF DEEDS
PREVIEW ONLY

1078 368

CERTIFICATE

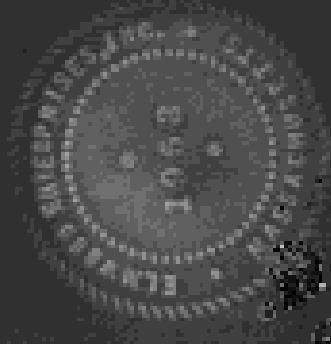
I, Peter Demakis, Clerk of Elmwood Enterprises, Inc., hereby certify that the following is a true and accurate copy of the Resolution unanimously approved at a special meeting of the Board of Directors and stockholders of Elmwood Enterprises, Inc., held on the 18th day of March:

RESOLVED that the President, George Demakis and the Treasurer, John Demakis be and they are hereby authorized and directed to sign, seal execute, acknowledge and deliver in the name of and as the act of the corporation, deeds or any other instruments transferring the real estate now owned or hereafter acquired by the corporation on such terms and to such persons as the President and Treasurer shall so determine.

I further certify that the above resolution has not been rescinded, altered, or amended and is still in full force and effect.

Peter Demakis
Clerk

March 25, 1953



Received & recorded March 25 1953, at 3 hrs 25 min P. M.

STONINGTON COUNTY (S)
REGISTRY OF DEEDS
PREVIEW ONLY

STONINGTON COUNTY (S)
REGISTRY OF DEEDS
PREVIEW ONLY

STONINGTON COUNTY (S)
REGISTRY OF DEEDS
PREVIEW ONLY

STONINGTON COUNTY (S)
REGISTRY OF DEEDS
PREVIEW ONLY

STONINGTON COUNTY (S)
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY OFFICE

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY OFFICE

THIS INSTRUMENT SHOULD BE FILED AT ONCE FOR RECORD OR REGISTRATION

FORM 81

2004

INSTRUMENT OF REDEMPTION
TITLE IN MUNICIPALITY

THE COMMONWEALTH OF MASSACHUSETTS

New Bedford

OFFICE OF THE TREASURER

The City of New Bedford, holder of a tax title under
a taking for non-payment of the 1950 taxes assessed to Leonard H. Baron

on land described in the instrument of taking conveying said title, dated May 8, 1951,
and recorded with Bristol County (S.D.) Registry of Deeds,
Book 1017, Page 466, Document No., Certificate of Title No.

does hereby, pursuant to General Laws, Chapter 60, Section 62, acknowledge satisfaction of the
tax title account secured by such instrument of taking.

DESCRIPTION OF LAND

AS APPEARING IN INSTRUMENT OF TAKING OR TAX COLLECTOR'S DEED

A parcel of land situated on 1643 & Rear Purchase St., being
Plat No. 72, lot no. 30, containing 6,823 sq. ft., more or less,
according to the 1950 plan on file in the Assessors Office,
New Bedford, Massachusetts.

Witness the execution of this instrument this 19th day of March, 1953.

City of New Bedford

By Leonard Pacheco, Treasurer

THE COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. March 19, 1953.

Then personally appeared the above-named Leonard Pacheco,
Treasurer of the City of New Bedford, and acknowledged the foregoing
instrument to be the free act and deed of said city.

Before me,

My commission expires March 13, 1959

Leah A. Walsh
NOTARY PUBLIC - BRISTOL COUNTY MASS.

THIS INSTRUMENT APPROVED BY REGISTER OF DEEDS AND RECEIVED
MAY 25 1953 AT 2 HR & 34 MIN P.M.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY OFFICE

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY OFFICE

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY OFFICE

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY OFFICE

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY OFFICE

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVENTIVE ONLY

1078 370

THIS INSTRUMENT SHOULD BE FILED AT ONCE FOR RECORD OR REGISTRATION.

FORM 80

2005

INSTRUMENT OF REDEMPTION
TITLE IN MUNICIPALITY

THE COMMONWEALTH OF MASSACHUSETTS

New Bedford

NAME OF CITY OR TOWN

OFFICE OF THE TREASURER

The City of New Bedford, holder of a tax title under
a ~~sale~~ ^{taking} for non-payment of the 1951 taxes assessed to Tillie Baron

on land described in the ~~tax collector's deed~~ ^{instrument of taking} conveying said title, dated June 18, 1952,
1952, and recorded with Bristol County (S.D.) Registry of Deeds,
Book 1053, Page 255, Document No. , Certificate of Title No. ,
Registry District

does hereby, pursuant to General Laws, Chapter 60, Section 62, acknowledge satisfaction of the
tax title account secured by such ~~tax collector's deed~~ ^{instrument of taking}

DESCRIPTION OF LAND

AS APPEARING IN INSTRUMENT OF TAKING OR TAX COLLECTOR'S DEED

A parcel of land with the buildings thereon situated at
1629-31-41 Purchase St., being plat No. 72 lot No. 32, containing
7,130 sq. ft., more or less, according to the 1951 plan on file in
the Assessor's Office, New Bedford, Massachusetts.

NAME OF PERSON WHOSE TAXABLE SHARE OF THE TAX COLLECTOR'S DEED IS BEING PAID BY THIS INSTRUMENT

Witness the execution of this instrument this 19th day of March, 1953,

City of New Bedford
Town
By Leonard Pacheco, Treasurer

THE COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. March 19, 1953.

Then personally appeared the above-named Leonard Pacheco
Treasurer of the City of New Bedford, and acknowledged the foregoing
instrument to be the free act and deed of said city.

Before me,
My commission expires March 13, 1959 Leah A. Walsh
NOTARY PUBLIC - SUPERIOR COURSE

THIS FORM APPROVED BY HENRY P. LEE, COMMISSIONER OF CORPORATIONS AND TAXES.
FORM 80 (REVISED 1952) PUBLISHED BY THE REGISTRY OF DEEDS, BRISTOL COUNTY, MASSACHUSETTS.
Received & recorded Mar 25 1953 at 2 hrs & 35 min P.M.

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVENTIVE ONLY

Bristol County
Registry of Deeds
Bristol, Mass.

Bristol County (15-11-53)
Registry of Deeds
Bristol, Mass.

THIS INSTRUMENT SHOULD BE FILED AT ONCE FOR RECORD OR INSTRUMENT
FORM 441
2006 INSTRUMENT OF REDEMPTION
TITLE IN MUNICIPALITY

THE COMMONWEALTH OF MASSACHUSETTS

New Bedford

NAME OF CITY OR TOWN

OFFICE OF THE TREASURER

The City of New Bedford, holder of a tax title under
The Town of New Bedford, taking for non-payment of the 1951 taxes assessed to Joseph Baron

on land described in the instrument of taking tax-collector's deed conveying said title, dated June 18, 1952,
1952, and recorded with Bristol County, (S.D.) Registry of Deeds,
Book 1053, Page 253, Document No. Certificate of Title No. Registry District

does hereby, pursuant to General Laws, Chapter 60, Section 62, acknowledge satisfaction of the
tax title account secured by such instrument of taking tax-collector's deed

DESCRIPTION OF LAND

AS APPEARING IN INSTRUMENT OF TAKING OR TAX-COLLECTOR'S DEED

A parcel of land with the buildings thereon situated at
47-51 Belleville Ave., being plat No. 85 lot No. 293, containing
4,111 sq. ft., more or less, according to the 1951 plan on file in
the Assessors Office, New Bedford, Massachusetts,

Witness the execution of this instrument this 19th day of March, 1953,

City of New Bedford, Mass.
Town of New Bedford

By Leonard Pacheco, Treasurer

THE COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. March 19, 1953.

Then personally appeared the above-named Leonard Pacheco
Treasurer of the City of New Bedford, and acknowledged the foregoing
instrument to be the free act and deed of said city.

Before me,

My commission expires March 13, 1959

Leah A. Walsh
NOTARY PUBLIC - BRISTOL COUNTY, MASS.

THIS FORM APPROVED BY JUDY P. LEWIS, COMMISSIONER OF CORPORATIONS AND TAXATION.
HARRIS & WATSON, INC. PUBLISHERS BOSTON, MASS. 02108
Filed & recorded Mar 25 1953 at 2:12 & 35 min. P. M.

Bristol County
Registry of Deeds
Bristol, Mass.

Bristol County
Registry of Deeds
Bristol, Mass.

Bristol County
Registry of Deeds
Bristol, Mass.

Bristol County
Registry of Deeds
Bristol, Mass.

Bristol County
Registry of Deeds
Bristol, Mass.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE COPY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE COPY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE COPY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE COPY

1078 372

2010

Know All Men By These Presents That I, Joseph Freitas

of New Bedford being unmarried, for consideration paid, grant to Manuel M. Goncalves

of 18 Gorham Street, Dartmouth, Bristol County, Massachusetts

with QUITCLAIM COVENANTS the land in FAIRHAVEN in said County, bounded and described as follows:

(Description and encumbrances, if any)

The land known as the Francisco J. Oliveira land and described also as Lots 209 and 210 on Plat 43 of Plans of Assessors of the Town of Fairhaven and being located on Wilbur Avenue in said Fairhaven.

Being the same premises conveyed to me by deed of the Town of Fairhaven, dated December 26, 1952 and recorded in Bristol County S. D. Registry of Deeds, Book 1072, Page 41.

This conveyance is made subject to all real estate taxes and to all encumbrances of record, if any.

No documentary stamps required.

husband / wife / joint grantor /

Witness to said grantee of copies of tenancy by the entirety, dower and homestead and other interests therein.

Witness my hand and seal this 25th day of March 1953.

George M. Thomas
Witness

Joseph Freitas

The Commonwealth of Massachusetts

Bristol ss. New Bedford, March 25, 1953.

Then personally appeared the above named Joseph Freitas

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

George M. Thomas Notary Public in and for the State of Massachusetts

My Commission expires September 13, 1953. Title not examined.

Recorded & returned Mon. 25 1953, at 3 hrs & 46 min. P. M.



2011 1078 373

KNOW ALL MEN BY THESE PRESENTS

That We, Antone F. Motta and Carrie P. Motta, husband and wife,

of Fairhaven, Bristol

County, Massachusetts,

intermarried, for consideration paid, grant to Wilfred A. Benjamin,

of New Bedford, Massachusetts

with warranty covenants

the land in said Fairhaven, together with the buildings and improvements

(Description and circumstances, if any)

thereon, bounded and described as follows:

Beginning at the southeast corner thereof at a point in the west line of Main Street forty-five and 53/100 (45.53) feet northerly from its point of intersection with the north line of Hedge Street;

thence WESTERLY in line of land now or formerly of James Gregory one hundred two and 16/100 (102.16) feet to a point for a corner;

thence NORTHERLY forty (40) feet;

thence EASTERLY one hundred thirteen and 20/100 (113.20) feet to the west line of Main Street; and

thence SOUTHERLY by Main Street forty-one and 54/100 (41.54) feet to the place of beginning.

This land is shown on plan of land entitled "Property of Lucy L. Dexter" made by Albert B. Drake, C. E., dated July, A. D. 1918 and recorded with Bristol County South District Registry of Deeds, Book of Plans 18, Page 65.

Being the same premises conveyed to the grantors by Dora Lareau deed dated April 1, 1949 and recorded Bristol County (S.D.) Registry of Deeds Book #958, Pages #216-17.

Subject to the taxes for the year 1953 which the grantee does hereby assume and agree to pay.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FAIRHAVEN ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FAIRHAVEN ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FAIRHAVEN ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FAIRHAVEN ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FAIRHAVEN ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FAIRHAVEN ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FAIRHAVEN ONLY

ASTOL COUNTY (MA)
REGISTER OF DEEDS
PREMIUM ONLY

ASTOL COUNTY (MA)
REGISTER OF DEEDS
PREMIUM ONLY

1078 374



We, Antone F. Motta and Carrie P. Motta, _____ and _____ husband and wife of said grantee.

release to said grantee all rights of ^{tenancy by the curtesy} ~~title~~ _{dower and homestead} and other interests therein.

Witness our hand and seal this 25th day of March 1953

Antone F. Motta
Antone F. Motta

Carrie P. Motta
Carrie P. Motta

The Commonwealth of Massachusetts

Bristol _____ on March 25 1953

Then personally appeared the above-named Antone F. Motta & Carrie P. Motta

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

Harold Hurwitz, Notary Public

My commission expires August 7, 1953

Recorded March 26 1953, at 4:24 min. P.M.

ASTOL COUNTY (MA)
REGISTER OF DEEDS
PREMIUM ONLY

ASTOL COUNTY (MA)
REGISTER OF DEEDS
PREMIUM ONLY

ASTOL COUNTY (MA)
REGISTER OF DEEDS
PREMIUM ONLY

ASTOL COUNTY (MA)
REGISTER OF DEEDS
PREMIUM ONLY

ASTOL COUNTY (MA)
REGISTER OF DEEDS
PREMIUM ONLY

BRISTOL COUNTY
REGISTER OF DEEDS
DARTMOUTH MASS.

1895

Know All Men By These Presents That I, Leona B. Lewis
of Haverhill Essex County, Massachusetts,
being ~~un~~married, for consideration paid, grant to Robert Foster and Olivia Foster,
husband and wife, as joint tenants and not as tenants by the entirety,
both of 6 Cove Road, Dartmouth, Bristol County, Massachusetts,

with warranty covenants

the land in DARTMOUTH, Bristol County, Massachusetts, with the buildings
(Description and encumbrances, if any)
thereon, bounded and described as follows:

Beginning at the northeast corner of the land to be conveyed, at
a point in the south line of Cove Road and at the northwest corner
of land now or formerly of one Christie;

thence westerly in said south line of Cove Road 40 feet to land
now or formerly of Mary Ziemba;

thence southerly in the east line of said Ziemba land 76.17 feet;

thence easterly 39.84 feet to said Christie land; and

thence northerly in the west line of said Christie land 74.23
feet to the point of beginning.

Being a portion of the premises conveyed by deed of John Regan
to Xavier Boivin, dated January 18, 1906, and recorded in Bristol
County S. D. Registry of Deeds, Book 249, Page 232.

This deed is given by me as the sole devisee of Wilfred J.
Boivin, late of said Dartmouth. See estate of said Wilfred J. Boivin,
Bristol County Probate Docket No. 104,141.

This conveyance is made subject to real estate taxes for 1953,
which the grantees assume and agree to pay.

Leona B. Lewis
Test
Certificate
10/3/53
1422-269

BRISTOL COUNTY
REGISTER OF DEEDS
DARTMOUTH MASS.

BRISTOL COUNTY
REGISTER OF DEEDS
DARTMOUTH MASS.

BRISTOL COUNTY
REGISTER OF DEEDS
DARTMOUTH MASS.

BRISTOL COUNTY
REGISTER OF DEEDS
DARTMOUTH MASS.

BRISTOL COUNTY
REGISTER OF DEEDS
DARTMOUTH MASS.

BRISTOL COUNTY MASS
REGISTER OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS
REGISTER OF DEEDS
PREVIEW ONLY

1075 376



I, Joseph O. Lemieux, husband of said grantor, XXX

release to said grantee all rights of tenancy by the curtesy and other interest therein, dower and dower and interest

Witness our hands and seals this 21st day of March 1953.

Fred M. Thomas
Witness to L. B. L.

Joseph O. Lemieux
Joseph O. Lemieux
Leona B. Lemieux

The Commonwealth of Massachusetts

Bristol vs New Bedford, March 21, 1953.

Then personally appeared the above named Leona B. Lemieux

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

Fred M. Thomas
Fred M. THOMAS - Notary Public in and for the State of Massachusetts

My commission expires November 21, 1954

Received & recorded March 23 1953 at 8 AM 8.32 PM A. M.

BRISTOL COUNTY MASS
REGISTER OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS
REGISTER OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
BRISTOL COUNTY

1897

Know all Men by these Presents, that the FALL RIVER SAVINGS BANK, a corporation organized under the laws of the Commonwealth of Massachusetts, the holder of a mortgage from Nathaniel S. Morse and Violette H. Morse

to it
dated May 10, 1944
recorded with Bristol County, Massachusetts District Registry of Deeds,
Book 883 Page 322-323

acknowledges satisfaction of the same.
In Witness Whereof, it has by G. E. Bennett
thereto duly authorized, hereto set its hand and seal this 20th
A. D. 19 53



FALL RIVER SAVINGS BANK,

By G. E. Bennett Treasurer

Commonwealth of Massachusetts,

BRISTOL ss. March 20, 19 53
Subscribed and acknowledged by the aforesaid

G. E. Bennett Treasurer,

to be the free act and deed of said Corporation.

Before me, Robert Lyman
Notary Public
Feb 16 1956

BRISTOL ss. Fall River, March 20, 1953
at 8:41 o'clock, G. M. [unclear]
Received and recorded in Bristol County Fall River
District Registry of Deeds.

1898

Know all Men by these Presents,

1078-377

That we, Nathaniel S. Morse and Violette H. Morse, husband
and wife, of Westport,

do hereby grant, Bristol County, Massachusetts, for consideration paid, grant to the
Fall River Savings Bank, a corporation established under the laws of the Commonwealth of
Massachusetts, with MORTGAGE COVENANTS to secure the payment of

-----TWO THOUSAND AND NO/100----- Dollars

Ten years
as provided in our joint and several note of even date herewith,

and also to secure the performance of all agreements herein contained, the land in Westport,
Massachusetts, with all the buildings and improvements thereon, situated
on Bowers Avenue, being lot numbered 223 as shown on plan of lots at
Westport Park, said plan being made by A. L. Elliot, Surveyor, dated
November 1902, and recorded with Bristol County South District
Registry of Deeds, said lot contains one (1) acre more or less according
to said plan, and is more particularly bounded and described as follows:

Beginning at the northeasterly corner of the lot to be described
on the westerly side of Bowers Avenue, so-called, which corner is the
southeasterly corner of lot #224 on said plan; thence southerly by said
Bowers Avenue one hundred sixty-six and 26/100 (166.26) feet to the
northeasterly corner of lot #222 on said plan for a corner; thence
westerly by last named land two hundred sixty-two (262) feet to land of
owners unknown; thence northerly by last named land one hundred sixty-
six and 26/100 (166.26) feet to the southwesterly corner of lot #224
for a corner; thence easterly by last named land two hundred sixty-two
(262) feet to the point of beginning. Containing according to said plan
one (1) acre more or less.

Being the same premises conveyed to us by deed of Manuel Viera and
Matilde Viera, dated May 10, 1944, recorded in said Registry of Deeds,
Book 883, Page 321-2, to which reference is hereby made.

BRISTOL COUNTY
REGISTRY OF DEEDS
BRISTOL COUNTY

BRISTOL COUNTY
REGISTRY OF DEEDS
BRISTOL COUNTY

BRISTOL COUNTY
REGISTRY OF DEEDS
BRISTOL COUNTY

Dec 11 1961
1355-150

BRISTOL COUNTY
REGISTRY OF DEEDS
BRISTOL COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE ONLY

1078 378

Including as a part of the realty all portable or sectional buildings, heating apparatus, plumbing, ranges, stoves, gas and oil and electric fixtures, screens, screen doors, storm windows and doors, awnings, 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.

And he hereby agrees that in case the Grantee's loan on this mortgage is not exempt from a State Tax, said Grantor and those claiming under them shall on demand pay said Grantee the same percentage on the debt hereby secured as it shall from time to time be required to pay as such State Tax, and shall keep the buildings on said premises insured against fire in a sum satisfactory from time to time to the Grantee or its assigns, all insurance to be for the benefit of and first payable in case of loss to the Grantee or its assigns, all such insurance policies to be deposited with the holder hereof, and in case of any default in respect of such taxes, assessments or insurance, shall pay to the Grantee or its assigns on demand, such amount as it or they may expend for such taxes, assessments or insurance, with interest.

And it is agreed that in case a transfer of the policy or policies of insurance shall be made to the purchaser at a sale under this power, then the value of such policies when received shall be added to and constitute a part of the proceeds of such sale.

This mortgage is upon the STATUTORY CONDITION, and upon further condition that the mortgagor shall pay to said bank, each and every month hereafter, a sum equal to one-twelfth of the estimated annual taxes (based upon the previous year's assessment) upon the above described premises, which shall annually be applied to the payment of said taxes, any deficit to be paid to said bank and any surplus to be returned to the mortgagor, for any breach of which the MORTGAGEE shall have the STATUTORY POWER OF SALE.

And for the said consideration, I, Violette H. Morse, wife of Nathaniel S. Morse, and I, Nathaniel S. Morse, husband of Violette H. Morse,

release to the Mortgagee all rights of dower, tenancy by the curtesy and homestead and other interests in the mortgaged premises and agree upon request to join in and release the same in any deed or deeds of confirmation as aforesaid.

Witness our hands and seals this 20th day of March 1953

Signed and sealed in the presence of Allen Thompson by both.

Nathaniel S. Morse
Violette H. Morse

Commonwealth of Massachusetts

BRISTOL, March 20 1953

BRISTOL ss. Fall River, March 20 1953
Then personally appeared the above-named Nathaniel S. Morse and Violette H. Morse and acknowledged the above instrument to be their free act and deed.

at 9:45 o'clock, 9 A. M.
Received and recorded in Bristol County, Fall River District Registry of Deeds.

Before Allen Thompson Notary Public
My Commission expires 6 Oct 1957

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE ONLY

Bristol County
Registry of Deeds
Prattville, Conn.

1899

1078

Charles Lamb and Shirley A. Lamb,
Wife, ~~his~~ husband and wife, both
of New Bedford, Bristol County, Massachusetts,
for consideration paid, grant to Bento Souza and Maria R. Souza,
Husband and wife, both
of said New Bedford, as joint tenants and not by entirety,
WITH WARRANTY COVENANTS
defined in said New Bedford with the buildings thereon bounded and described as follows:

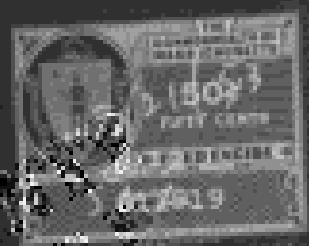
Beginning at the northeast corner thereof at the point of intersection of the south line of Matthew Street with the west line of Stackhouse Street;
thence southerly in said west line of Stackhouse Street ninety-one and 36/100 (91.36) feet to lot No. 169 as shown on plan hereinafter mentioned;
thence westerly in line of said lot No. 169, ninety-seven (97) feet to land now or formerly of William P. Potter;
thence northerly in line of last named land one hundred eighteen and 90/100 (118.90) feet to said south line of Matthew Street; and
thence easterly in said south line of Matthew Street one hundred one and 83/100 (101.83) feet to the point of beginning.

Containing thirty-seven and 63/100 (37.63) square rods more or less and being lots numbered 170 and 171 on plan of Stackhouse lot dated 1898 and recorded in Bristol County S. D. Registry of Deeds, plan book 3, page 42.

Being the same premises conveyed to us by deed of Edward A. Davis et ux dated January 22, 1948 and recorded in said Registry, Book 908, Page 379.

This conveyance includes all fixtures which by law are or can be construed to be part of the realty and especially built-in display case and electrical refrigeration unit; also all personal property now on said premises.

Said premises are conveyed subject to a mortgage to St. Anne Credit Union on which the balance is \$3,335.00, and the taxes for 1953, both of which the grantees assume and agree to pay.



No.

INDEX
KXK of said grantor, S.

release to said grantor all rights of tenancy by the courtesy and other interests therein
dower and homestead

Witness OUR hands and seal this twenty-first day of March, 1953

Charles Lamb
Shirley A. Lamb

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 21, 1953

Then personally appeared the above named Charles Lamb and Shirley A. Lamb

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

Ulysses Auger
Ulysses Auger Notary Public - 3280000000000000

My Commission expires AUGUST 5, 1955

Filed & recorded March 23 1953, at 8 hrs. & 48 min. A. M.

Bristol County
Registry of Deeds
Prattville, Conn.

Bristol County
Registry of Deeds
Prattville, Conn.

Bristol County
Registry of Deeds
Prattville, Conn.

Bristol County
Registry of Deeds
Prattville, Conn.

BRISTOL COUNTY MASSACHUSETTS
REGISTERED
PROPERTY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
REGISTERED
PROPERTY OF DEEDS

1078 650 1900
I, Bento Souza, and Maria R. Souza, husband and wife,
of New Bedford,
hereinafter, for consideration paid, grant to
Jose S. Alarido, married,
of said New Bedford,
with mortgage covenants, to secure the payment of
One thousand and no/100 Dollars

in one (1) year with four (4) per centum interest per annum payable
semi-annually
as provided in a note of even date,
the land in said New Bedford and Dartmouth in said County with buildings,
described as follows: (Description and circumstances, if any)

In said New Bedford
FIRST PARCEL. Beginning at the northeasterly corner thereof at the
intersection of the west line of Stackhouse Street and the south line of
Matthew Street; thence southerly in said west line of Stackhouse Street
91.36 feet to Lot No. 169 on plan hereinafter mentioned; thence westerly
in line of last named lot 97 feet to land now or formerly of William F.
Potter; thence northerly in line of last named land 118.90 feet to said
south line of Matthew Street; and thence easterly in said south line of
Matthew Street 101.63 feet to the point of beginning. Containing 37.8
square rods, more or less.

Being Lots No. 170 and 171 on plan of Stackhouse Lot filed in Bristol
County (S.D.) Registry of Deeds in plan book 3 on page 42.

Hereby conveying the same premises conveyed to us by Charles Lamb et ux.
by deed of even date to be herewith recorded in said Registry of Deeds.

Said premises are subject to a prior mortgage to the St. Anne Credit
Union recorded in said Registry in book 940 on page 16

In said Dartmouth
SECOND PARCEL. Beginning at a point in the west line of Short Street
90 feet distant therein southerly from its intersection with the south line
of Butler Street; thence westerly in line of Lots No. 144, 145 and 148
on a plan hereinafter mentioned 114.51 feet; thence southeasterly in line
of Lots No. 137 and 136 on said plan 54.87 feet; thence northerly in
said westerly line of Short Street 205.43 feet to the point of beginning.
Being Lots No. 138, 139, 140, and 141 on plan of Rockland Meadows

This mortgage is upon the statutory condition, filed in Bristol County (S.D.) Registry of
Deeds in plan book 11 on page 50.

Hereby conveying the same premises conveyed to us by Joseph Theodore
ux. by deed recorded in said Registry in book 1026 on page 155.

This mortgage is upon the statutory condition
for any breach of which the mortgagee shall have the statutory power of sale

We, the mortgagors above named, ^{husband} ~~wife~~ of said mortgagee

release to the mortgagee all rights of ^{warranty by the curtesy} ~~dower and homestead~~ and other interests in the mortgaged premises.

Witness our hand and seal this twenty-first day of March 1953.

Bento Souza
Maria R. Souza

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 21, 1953.

Then personally appeared the above named Bento Souza

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

William R. Freitas
Notary Public - Justice of the Peace
My commission expires Dec. 17, 1953.

Received & recorded March 23 1953, at 8 hrs. & 49 min. P. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTERED
PROPERTY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
REGISTERED
PROPERTY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
REGISTERED
PROPERTY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
REGISTERED
PROPERTY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
REGISTERED
PROPERTY OF DEEDS

1902

WITNESSED BY THESE PRESENTS:

That I, Albert A. Sanford, married,

of Westport Bristol County, Massachusetts,
do hereby, for consideration paid, grant to Anthony J. Covell

of said Westport, said County and Commonwealth with quitclaim warranty
all my right, title, and interest, in and to
the land in said Westport, Massachusetts, bounded and described as follows:--

(Description and encumbrances, if any)

Beginning at a point on the Northwesterly side of the G.A.R. Highway in
Westport (U.S. Route 6), which point is Six Hundred Sixty-Five (665) feet Northwesterly
from the Northwesterly corner of property now or formerly of John J. Dianne;
thence running Southwesterly by other land of the grantor, Eleven Hundred (1100) ft.,
more or less, to land of parties unknown for a corner; thence turning and running Nor-
therly, One Hundred Seventy-Five (175) feet to land now or formerly of one Lavally
to a point for a corner; thence turning and running Northeasterly by said last named
land, Ten Hundred Ten (1010) feet to the Northwesterly side of said G.A.R. Highway to
a point for a corner; thence turning and running Southeasterly by said Highway, One
Hundred Seventy-Five (175) feet to the point of beginning, and however otherwise bounded
and described, being the Northwesterly portion of Lot #2 on Town of Westport Assessor's
Plot, Sheet #23.



And I, Emma Sanford, _____
wife of said grantor,

do hereby release to said grantee all rights of _____
dower and homestead and other interests therein.

Witness our hand and seal this fifteenth day of December 19 02

William S. Crossley
as to C. A. H. and E. S.

Albert A. Sanford
Emma Sanford

The Commonwealth of Massachusetts

Bristol Fall River, December 15, 19 02

Then personally appeared the above named Albert A. Sanford

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

William S. Crossley
Notary Public

My commission expires August 16, 19 07

Received & recorded March 23 19 03 at 8 hrs. 51 min. P. M.

BOSTON COUNTY REGISTER OF DEEDS DEPARTMENT BOSTON

BOSTON COUNTY REGISTER OF DEEDS DEPARTMENT BOSTON

BOSTON COUNTY REGISTER OF DEEDS DEPARTMENT BOSTON

BOSTON COUNTY REGISTER OF DEEDS DEPARTMENT BOSTON

BOSTON COUNTY REGISTER OF DEEDS DEPARTMENT BOSTON

1078
1902
4-11
2023-113

BOSTON COUNTY REGISTER OF DEEDS DEPARTMENT BOSTON

BOSTON COUNTY REGISTER OF DEEDS DEPARTMENT BOSTON

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREPARED ONLY

1078 382

1903

Know All Men By These Presents That I, Frank Furtado

of Dartmouth being married, for consideration paid, grant to George Furtado

of 45 Columbus Street in said Dartmouth with QUITCLAIM COVENANTS

the land in said DARTMOUTH, bounded and described as follows:

Let 163 on Plat B on Plans of the Assessors of the Town of Dartmouth, said lot measuring 40 feet wide and 75 feet deep more or less, containing 11.12 rods more or less.

Being a portion of the premises conveyed to me and said George Furtado by deed of Joseph Mendes, dated August 29, 1946 and recorded in Bristol County S. D. Registry of Deeds, Book 920, Page 125.

This conveyance is made subject to real estate taxes for 1953.

No documentary stamps required.

I, Alice D. Furtado

wife of said grantor.

release to said grantee all rights of dower and homestead and other interests therein.

Witness OUR hands and seal this 21st day of March 1953.

Fred M. Thomas
Witness to both.

Frank Furtado
Alice D. Furtado

The Commonwealth of Massachusetts

Bristol ss. New Bedford, March 21, 1953.

Then personally appeared the above named Frank Furtado

and acknowledged the foregoing instrument to be his free act and deed.

Fred M. Thomas
Notary Public

Notary Public, November 9, 1956.
Title has been examined.

Recorded & Indexed March 23 1953, at 7 hrs. & 47 min. A. M.

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FRANKLIN COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FRANKLIN COUNTY
2-12-90
2450-129

Know All Men By These Presents That I, George Furtado

of Dartmouth Bristol County, Massachusetts
being lawfully, for consideration paid, grant to Frank Furtado

of 113 Rogers Street in said Dartmouth
with QUITCLAIM COVENANTS

the land in said DARTMOUTH, bounded and described as follows:

Lot 43 on Plat B on Plans of the Assessors of the Town of
Dartmouth, said lot measuring 40 feet wide and 75.64 feet deep
more or less, containing 11.10 rods, more or less.

Being a portion of the premises conveyed to me and said Frank
Furtado by deed of Joseph Mendes, dated August 29, 1946 and recorded
in Bristol County S. D. Registry of Deeds, Book 920, Page 125.

This conveyance is made subject to real estate taxes for 1953.

No documentary stamps required.

I, Almorinda Furtado WIFE of said grantor,
wife

release to said grantee all rights of ~~tenancy by the entirety~~
dower and homestead and other interests therein.

Witness our hands and seals this 21st day of March 1953.

Fred M. Thomas
Witness to both.

George Furtado
Almorinda Furtado

The Commonwealth of Massachusetts

Bristol ss. New Bedford, March 21, 1953.

Then personally appeared the above named George Furtado

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

Fred M. Thomas
Fred M. Thomas Notary Public - MASSACHUSETTS

My Commission Expires November 9, 1956.
Title Not Examined.

March 13 1953, at 7:15 & 1/2 P.M. G. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FRANKLIN COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FRANKLIN COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FRANKLIN COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FRANKLIN COUNTY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIOUS ONLY

1073 384 1905

KNOW ALL MEN BY THESE PRESENTS that I, Mabelle G. Converse of
New Bedford, Bristol County, Massachusetts,
holder of a mortgage
from Joseph C. Garrent, et ux
to
dated August 29, 1940
recorded with Bristol County Registry of Deeds
Book 838 Page 494 acknowledge satisfaction of the same

Witness my hand and seal this twenty-seventh day of June 19 45

Mabelle G. Converse

The Commonwealth of Massachusetts

Bristol as New Bedford, Mass., June 27, 19 45

Then personally appeared the above named Mabelle G. Converse
and acknowledged the foregoing instrument to be her free act and deed

before me

George H. Young

My commission expires March 8, 1946

Received & recorded March 23 1945, at 8 hrs. 25 6 min. P. M.

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY
REGISTER OF DEEDS
PROPERTY ONLY

1906

1078-53

WE, A. WESSEL SHAPLEIGH AND LOIS MCKINNEY SHAPLEIGH, HUSBAND AND WIFE, AS GRANTORS
BY THE ENTIRETY, BOOK OF

23 FORINCH LANE

WE CLAYTON 2A, St. Louis County, Missouri
for consideration paid, grant to MARGUERITE BURNS CLINE of 63 PARK AVENUE,
ROCKVILLE, NEW YORK

with currently records

do land in that part of Dartmouth, Massachusetts, known as Saller's Point, bounded
and described as follows:

BEGINNING at a point in the north line of ~~Washburn Avenue~~ at the southeast corner of the premises
to be conveyed, which point is distant four hundred and fifty (450) feet westerly from an iron
stake in the north line of Misham Avenue at the westerly boundary of lot #11A on plan
hereinafter referred to;

THENCE northerly two hundred and fifty (250) feet;
THENCE westerly two hundred (200) feet;
THENCE southerly two hundred and fifty (250) feet to the northerly line of Misham Avenue;
THENCE easterly therein two hundred (200) feet to the point of beginning.

Said premises are further described as the westerly half of lot #6A, whole of lot #5A and
easterly half of lot #4A on plan of land of Smith's Neck, dated Nov. 4, 1899, filed in Bristol
Co. S. D. Registry of Deeds.

Said premises are conveyed upon the following conditions as recited in deed by George F.
Bartlett, Trustee to Alvin F. Waite and James T. Smith, dated November 28, 1900, recorded with
said Registry of Deeds Book 215, Page 397, viz:

- 1st: No building other than a dwelling house shall be erected upon the granted premises.
- 2nd: No building shall be erected within ten feet of either line of the above described lot.
- 3rd: Earth closets, water closets and privies shall all be located under the roof of the main building or ell.
- 4th: Neither spirituous, intoxicating or malt liquors shall be made or sold, or kept for sale upon the granted premises.
- 5th: No lot or building shall be used for any purpose in violation of the law.

Subject to a right of way twenty feet wide across and over the northerly portion of the premises
both for persons and vehicles as shown on the plan above referred to, for the benefit of all
present and future owners of any lots shown on the plan.

Together with the benefits and subject to the restrictions and conditions set forth in a
declaration of trust dated May 1, 1896 and recorded with said Deeds Book 176, Pages 461-2, and an
extension thereof recorded in said Deeds Book 222, Page 202, to which reference is made for
a more particular description.

Subject also to taxes to the Town of Dartmouth for the Year 1953 which the Grantee assumes and
agrees to pay,
Being the premises described in Deed from Richard H. Pierce to Dwight Clark Daniels dated
October 3, 1923 and recorded with Bristol County, S. D. Deeds, Book 573, Pages 414-415,
and in a deed from Dwight C. Daniels to the grantors, dated October 26, 1923 and recorded
with said Deeds, Book 575, Pages 239-240; and in a deed from Dwight C. Daniels and
Katherine M. Daniels, husband and wife, to the grantors, dated March 11, 1937 and recorded
with said Deeds, Book 790, Pages 183-184, on March 17, 1937.

Witness our hand and seal this 24 day of January 1953.

Wessel Shapleigh
Lois McKinney Shapleigh



The Commonwealth of Massachusetts

January 24, 1953

Then personally appeared the above named *A. Wessel Shapleigh and Lois McKinney Shapleigh*
and acknowledged the foregoing instrument to be their free act and deed, before me

Samuel Fairbanks
Notary Public - State of Missouri

My commission expires August 1, 1956

Received & recorded March 23 1953, 11:07 AM P.M.

BRISTOL COUNTY
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

1078 355 1907

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

KNOW ALL MEN BY THESE PRESENTS

I, Telesphore W. Turcotte,
of New Bedford,
Bristol County, Massachusetts,
being married, for consideration paid, grant to Herman G. Marsden and Itelis Marsden,
husband and wife, as tenants by the entirety,
of said New Bedford, with quitclaim covenants
the land in said New Bedford, bounded and described as follows:

XXXXXXXXXXXXXXXXXXXX

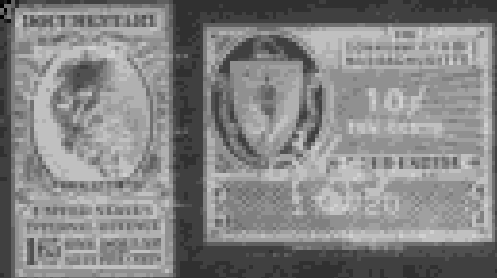
Beginning at a point in the north line of Wilson Street distant
in said north line two hundred thirty-seven and 63/100 (237.63) feet
west of the west line of Shawmut Avenue as shown on plan hereinafter
mentioned, thence northerly seventy-one and 53/100 (71.53) feet by
Lot 120 on said plan; thence easterly two hundred forty-three and
82/100 (243.82) feet by Lots 100, 101, 102, 103 and 126 on said plan;
thence southerly in the west line of Shawmut Avenue as shown on said
plan seventy-four and 25/100 (74.25) feet; thence westerly in the
north line of Wilson Street two hundred thirty-seven and 63/100
(237.63) feet to the place of beginning. Containing 64.30 square
rods and being Lots 121, 122, 123, 124, 127, and 128 on "Plan of Land
Owned by Samuel Genensky New Bedford-Mass August 3, 1912 Section 2"
drawn by Frank E. Metcalf C.E. on file in Bristol County (S.D.)
Registry of Deeds, Plan Book 11, Page 26. The eastern ten (10) feet
of said Lots 127 and 128 is subject to an easement taken by the City
of New Bedford on September 28, 1912, in widening Shawmut Avenue.

Being the premises conveyed to Donat F. Turcotte and Ida L.
Turcotte by deeds of Samuel Genensky dated November 25, 1912, and
January 11, 1913, and recorded in Bristol County (S.D.) Registry of
Deeds, Book 373, Page 406, and Book 385, Page 86, respectively. My
title is by inheritance from said Donat F. Turcotte and Ida L.
Turcotte, both late of New Bedford. For the administration of their
estates see Bristol County Registry of Probate Docket Numbers 73340
and 74015 respectively.

Subject to the real estate taxes for 1953 which the grantees
by the acceptance of this deed assume and agree to pay.

I, Mary Turcotte, ^{executrix} _{wife} of said grantor,
release to said grantee all rights of ~~tenancy by the entirety~~
dower and homestead and other interests therein.

Witness our hands and seal this 21st day of March 1953.



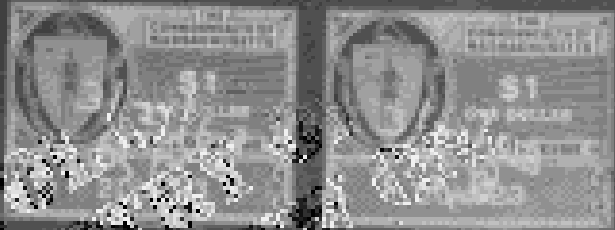
Telesphore W. Turcotte
Mary Turcotte

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 21, 1953.

Then personally appeared the above named Telesphore W. Turcotte

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



Richard Paul
Notary Public - XXXXXXXXXXXX

My commission expires July 24, 1953.

Received & recorded March 23 1953 at 9 hrs & 16 min. P. M.

Affidavit
09-19-05
July 1953

Affidavit
05-12-09

9365-120

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

We, James H. C. Marston, of Fairhaven, Bristol County and Commonwealth of Massachusetts, and Joseph Lipsitt,

of Marion, Plymouth County, Massachusetts

for consideration paid, grant to Everett B. and Beatrice M. Ellis,

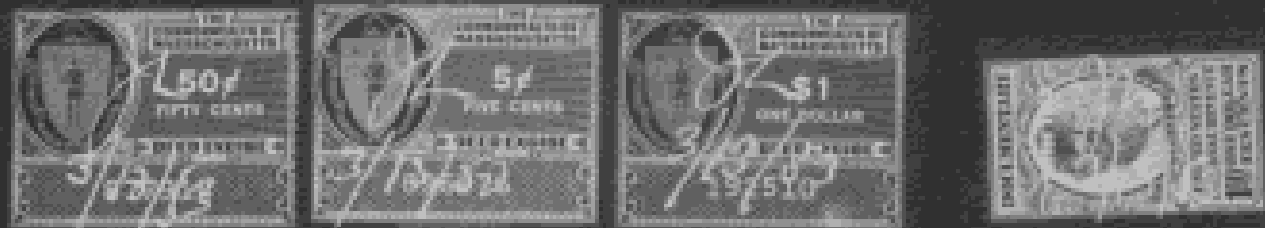
both of Acushnet, said County, husband and wife, as joint tenants and not as tenants by the entirety, with quitclaim covenants

the land in said Acushnet, Bristol County and Commonwealth of Massachusetts

bounded and described as follows:
(Description and encumbrances, if any)

Beginning at the intersection of the north line of contemplated Pershing Avenue and the east line of contemplated Second Avenue, thence running easterly in said north line of Pershing Avenue 120 feet to a stake; thence southerly in line of land of Arnold Wello, et ux, 141.32 feet to a stake; thence westerly 120 feet in line of land of Lewis J. Sylvia et ux, to a stake; in the said east line of Second Avenue; thence southerly in said east line of Second Avenue 138.93 feet to the point of beginning. Containing approximately 16,816 square feet, and being part of the same premises conveyed to us by deed of Virginia Dupre et al, dated May 3, 1944, and recorded with Bristol County (SD) Deeds, Book 880, page 173. Being described as lots 13 and 14 on plan of the grantors made by Samuel Corse, Surveyor, on July 3, 1950 and recorded in said Registry.

By accepting this deed, the grantees agree to build a duplex house or a one-family house, the value of which shall be at least \$5,000, and such house shall not be of Quonset Hut, so-called, or Trailer Type. No structure or any part thereof, or any other construction shall be less than 10 feet from lot lines (exclusive of street lines of lots) except where grantees own two or more lots adjoining each other, and in such case the said restriction shall apply to the outside lot lines thereof.



We, Genevieve P. Marston and Anna P. Lipsitt, wives of said grantors, respectively

release to said grantee all rights of tenancy by the entirety and other interests therein.

Witness our hands and seals this twelfth day of March 1953.

James Lipsitt
Anna P. Lipsitt
By James Lipsitt, her attorney
James H. C. Marston
Genevieve P. Marston

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 12, 1953

Then personally appeared the above-named Joseph Lipsitt and James H. C. Marston

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

E. Manuel Kantor
E. MANUEL KANTOR
Notary Public

Received & recorded March 23, 1953, at 9 hrs 296 min. P. M.

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIEW ONLY

1073 583 1911
KNOW ALL MEN BY THESE PRESENTS

That We, Hyman Horvitz and Helen R. Horvitz, husband and wife,
of New Bedford, Bristol County, Massachusetts,

do hereby, for consideration paid, grant to Benjamin L. Feinstein and Rose Feinstein, husband and wife, as tenants by the entirety and not as tenants in common,

both of New Bedford, Massachusetts

with warranty covenants

the land in said New Bedford, bounded and described as follows:

(Description and encumbrances, if any)

Beginning at a point in the northerly line of Bedford Street ninety eight (98) feet easterly therein from the easterly line of Brownell Street;

thence northerly eighty-four and 75/100 (84.75) feet to a point in the southerly line of Lot #71 as shown on plan of land hereinafter mentioned;

thence easterly sixty two (62) feet in the said southerly line of Lot #71 and lot #70 on said plan to a point;

thence southerly in the westerly line of Lot #106 on said plan eighty four and 75/100 (84.75) feet to a point in the northerly line of Bedford Street; and

thence westerly in said northerly line of Bedford Street sixty two (62) feet to the point of beginning.

Being Lot #105 and part of Lot #104 on plan of land recorded in Bristol County (S.D.) Registry of Deeds Plan Book #7, Page #30.

Being part of the premises conveyed to us by deed of Ruth B. Nicholson dated September 5, 1947 and recorded in Bristol County (S.D.) Registry of Deeds Book #937, Page #52.

Subject to the taxes for the year 1953, to be pro-rated.

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIEW ONLY

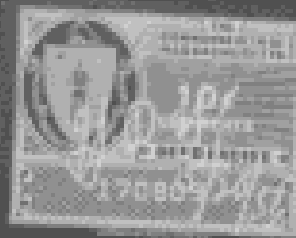
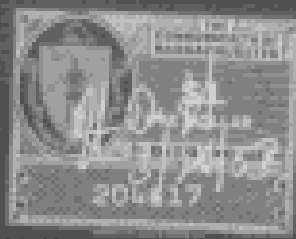
BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY BOOK

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY BOOK

210 North Street
165 Red Wings



BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY BOOK

We, Hyman Horvitz and Helen R. Horvitz, and husband wife attest.

release to said grantee all rights of tenancy by the courtesy dower and homestead and other interests therein.

Witness our hands and seals this 20th day of March 1953.

Hyman Horvitz *Hyman Horvitz*

Helen R. Horvitz *Helen R. Horvitz*

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY BOOK

The Commonwealth of Massachusetts

Bristol, Mass. March 20 1953

Then personally appeared the above-named Hyman Horvitz

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

Harold Horvitz, *Harold Horvitz*
Notary Public

My commission expires August 7, 1953

Received & recorded March 23 1953, at 7 hrs. & 50 min. A. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY BOOK

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY BOOK

1912

KNOW ALL MEN BY THESE PRESENTS

That We, George Laverdiere, of Fairhaven, and Gaston Laverdiere of New Bedford, both in the County of Bristol and Commonwealth of Massachusetts,

do hereby certify, for consideration paid, grant to Marie Laverdiere;

of said New Bedford, with quitclaim returns

all our right, title and interest in and to the land in

(Description and circumstances, if any)

said New Bedford, with the buildings thereon bounded and described as follows:-

Beginning at the northeast corner thereof, at a point in the south line of Davis Street distant therein one hundred-thirteen (113) feet west of North Front Street and at the northwest corner of land formerly of Pierre Nolan;

thence southerly in line of last named land, eighty-four and 20/100 (84.20) feet to land formerly of Aldege Chausse;

thence westerly in line of last named land, forty (40) feet to a drill hole in the center of a wall, in line of land formerly of Jean B. and Mattie Lafleur;

thence northerly through the center of said wall, eighty-four and 23/100 (84.23) feet to a drill hole in the wall in said south line of Davis Street;

and thence easterly in said south line of Davis Street, forty (40) feet to place of beginning.

Containing about 12.36 square rods, more or less, and being the same premises conveyed to our late father, Achille Laverdiere, by deed of Paul G. Kuchler et ux, dated October 28, 1919 and recorded in the Bristol County (S.D.) Registry of Deeds, Book 487, Page 236.

See will and probate of said Achille Laverdiere, alias, on file in the Probate Court for said County of Bristol under Docket No. 106793.

We, Barbara Laverdiere, wife of George Laverdiere, and Lorraine Laverdiere, wife of Gaston Laverdiere, release to said grantee all rights of dower and homestead and other interests therein.

Witness our hands and seals this nineteenth day of March 1953

Witness our hands and seals this nineteenth day of March 1953. Includes signature of Lorraine Laverdiere.

Witness our hands and seals this nineteenth day of March 1953. Includes signature of Barbara Laverdiere.

The Commonwealth of Massachusetts

Bristol, New Bedford, March 19, 1953

Then personally appeared the above named George Laverdiere and Gaston Laverdiere

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

Louis A. Roy, Notary Public

My commission expires March 20, 1953

Received & recorded March 23 1953, at 9 hrs. 54c min. A. M.

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS PREVIOUS COPY

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS PREVIOUS COPY

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS PREVIOUS COPY

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS PREVIOUS COPY

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS PREVIOUS COPY

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS PREVIOUS COPY

1914

Mutual

1078

KNOW ALL MEN BY THESE PRESENTS

That We, Robert W. Richardson and Cecelia M. Richardson, husband and wife,

of Dartmouth, Bristol

County, Massachusetts

~~for consideration~~ for consideration paid, grant to Margaret Carney,

of 102 Tremont Street,
New Bedford, Massachusetts

with quitclaim covenants

the land in said Dartmouth, together with the buildings thereon, bounded
(Description and circumstances, if any)

and described as follows:

NORTHERLY by lot #11 on plan hereinafter referred to, one hundred eighteen and 26/100 (118.26) feet;

EASTERLY by lot #21 on said plan, eighty-eight and 70/100 (88.70) feet;

SOUTHERLY by lot #13 on said plan, one hundred sixteen and 70/100 (116.70) feet; and

WESTERLY by Carnegie Street, eighty-eight and 5/100 (88.05) feet.

Containing thirty-eight and 1/10 (38.1) rods, more or less.

Being lot #12 as shown on plan of Antone Foster filed in Bristol County S.D. Registry of Deeds, plan book 20, page 53.

Being the same premises conveyed to us by deed of Robert Whiting and Barbara Whiting, dated February 25, 1952 and recorded in Bristol County (S.D.) Registry of Deeds Book 1043 Page 46.

Subject to all encumbrances of record.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
DARTMOUTH

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
DARTMOUTH

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
DARTMOUTH

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
DARTMOUTH

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
DARTMOUTH

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
DARTMOUTH

BRISTOL COUNTY (S)
REGISTRY OF DEEDS
PREVIEW ONLY

1078-352

My Robert W. Richardson, and Cecelia M. Richardson, husband and wife, together

release to said grantee all rights of tenancy by the curtesy and other interests therein
dower and homestead

Witness their hands and seals this 20th day of March 1953

Robert W. Richardson
ROBERT W. RICHARDSON

Cecelia M. Richardson
Cecelia M. Richardson

The Commonwealth of Massachusetts

Bristol, _____ at _____ March 20, 1953

Then personally appeared the above-named Robert W. Richardson

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

Harold Burditt
Harold Burditt

My commission expires August 7, 1953

Notary Public

Received & recorded March 23 1953 at 10 P.M. & 16 min. A.M.

1078-392

1917

The Fish Transport Co., Inc.

holder of a mortgage

from John E. Moniz

to it

dated May 22, 1945

recorded with Bristol County S. D.

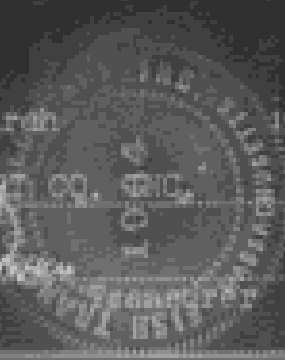
County Registry of Deeds

Book 895, Page 444, acknowledge & satisfaction of the same

In witness whereof it has caused its corporate name to be hereto
subscribed and its corporate seal hereto affixed by Charles J. McGowan
its Treasurer thereunto duly authorized,

Witness hand and seal this 11th day of March 1953

FISH TRANSPORT CO., INC.
By _____



BRISTOL COUNTY (S)
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY (S)
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY (S)
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY (S)
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FAIRHAVEN

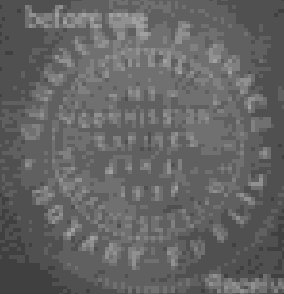
1078-393

The Commonwealth of Massachusetts

Bristol ss. March

Then personally appeared the above named Charles J. McGowan, President of the Fish Transport Co., Inc. and acknowledged the foregoing instrument to be the free act and deed of the Fish Transport Co., Inc.

before me



General J. G. [unclear]
Notary Public - Justice of the Peace

My commission expires

Jan. 11, 1957

Received & recorded March 23, 1957, at 10 hrs. & 44 min. A.M.

1919

1078-393

I, LAURIA QUINTIN, of Fairhaven, Bristol County, Massachusetts living apart from my husband for justifiable cause under a decree of the Probate Court for the County of Bristol, dated Jan. 7, 1949

for consideration paid, grant to AURORE SUTHERLAND,

*Rec.
5/6/57
1214-363*

Massachusetts, of New Bedford, Bristol County, with mortgage ~~assessments~~, to secure the payment of

Two thousand (2000) Dollars

on demand with eight (8) per cent interest, per annum payable semi-annually,

as provided in a note of even date,

a certain piece or parcel of land situated at a place commonly known as Pope Beach on Scouticut Neck in the Town of Fairhaven in the County of Bristol and Commonwealth of Massachusetts, and bounded and described as follows:-

Beginning at the point of intersection of the southwest line of Scouticut Neck Road with the northwest line of Golf Street;

thence northwesterly in the southwest line of Scouticut Neck Road fifty and 5/10 (50.5) feet to lot no. 214 on plan of land herein-after mentioned;

thence southwesterly in the southeast line of lot no. 214 one hundred twenty-one and 12/100 (121.12) feet to a stake;

thence southeasterly in line of lot no. 213 fifty and 5/10 (50.5) feet to the northwest line of Golf Street; and

thence northeasterly in the northwest line of Golf Street, one hundred twenty-one and 2/10 (121.2) feet to the place of beginning.

Containing twenty-two and 26/100 (22.26) square rods, more or less and being lot numbered 215 on plan of Pope Beach made by F.M. Metcalf, C.E., recorded in Bristol County (S.D.) Registry of Deeds on May 17, 1905 in plan book 6, page 37, and being part of the premises conveyed to me by James F. Smith by deed dated March 27, 1917 and recorded with said Registry of Deeds, book 451, page 98.

The above described premises are conveyed subject to balance due first mortgage held by the New Bedford Institution for Savings.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FAIRHAVEN

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FAIRHAVEN

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FAIRHAVEN

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FAIRHAVEN

BRISTOL COUNTY REGISTER OF DEEDS
PREVENTED BY

394

This mortgage is upon the statutory condition,
for any breach of which the mortgagee shall have the full remedy at law.

Witness my hand and seal this 21st day of March 1953.

Lauria Quintin

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, Mar. 21, 1953.

Then personally appeared the above named Lauria Quintin

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

Philip Barnet
(Philip Barnet) Notary Public - Commonwealth

My Commission expires July 24, 1953.

Received & recorded March 23 1953, at 8 hrs. & 35 min. P. M.

1941

1098-394

Know all Men by these Presents

The New Bedford Institution for Savings, holder of a mortgage
from Thomas F. McFadden et al.

to said Institution

dated Dec 26 1947 recorded with Bristol County (S.D.) Registry
of Deeds, Book 224, Page 544, 545

acknowledges satisfaction of the same.

In Witness Whereof said New Bedford Institution for Savings has caused its
corporate seal to be affixed and this instrument to be signed in its name and behalf by its Assistant
Treasurer, herunto duly authorized, this 23rd day of March 1953

New Bedford Institution for Savings,
By Adoniram T. Stoddard
Assistant Treasurer

Commonwealth of Massachusetts

Bristol, ss. Mar 23 1953. Personally appeared the above-named officer of
said Institution and acknowledged the foregoing instrument to be the free act and deed of said
New Bedford Institution for Savings, before me,

Alfred Robert Case
Notary Public

My commission expires 7/18 1955

Received & recorded March 23 1953, at 3 hrs. & 38 min. P. M.

BRISTOL COUNTY REGISTER OF DEEDS
PREVENTED BY

BRISTOL COUNTY REGISTER OF DEEDS
PREVENTED BY

BRISTOL COUNTY REGISTER OF DEEDS
PREVENTED BY

BRISTOL COUNTY REGISTER OF DEEDS
PREVENTED BY

1920

I, Frederica St. Gelais, ~~marriage~~ widow,

of New Bedford

Bristol County, Massachusetts,

~~IN WITNESS~~ for consideration paid, grant to Normand St. Gelais and Rita J. St. Gelais, husband and wife, as joint tenants but not as tenants by the entirety, both

of said New Bedford

with warranty recitals

do hereby grant, sell, convey and warrant unto the said Normand St. Gelais and Rita J. St. Gelais, husband and wife, all buildings thereon, bounded and described as follows:

Beginning at the northwesterly corner thereof at a point in the south line of Belleville Road distant easterly therein one hundred forty-three (143) feet from its intersection with the east line of North Front Street;

thence easterly in said south line of Belleville Road forty-seven (47) feet;

thence southerly ninety-one and 25/100 (91.25) feet;

thence westerly forty-seven (47) feet to land now or formerly of one Powers; and

thence northerly in line of last named land ninety-one and 31/100 (91.31) feet to said south line of Belleville Road and point of beginning.

Containing fifteen and 75/100 (15.75) square rods, more or less.

For my title, see deed of Stanley G. Baker to Francois Boisvert, my deceased father, dated April 30, 1935 and recorded with Bristol County S. D. Registry of Deeds, Book 763, Page 539; see also Probate Records for the County of Bristol for the year 1941 for the estate of said Francois Boisvert, File #81158.

Said premises are conveyed subject to the taxes for the year 1953 which the grantees hereby assume and agree to pay.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREPARED ONLY

1078-356

1952

WITNESSES

Witness City and seal: this 23rd day of March 1952

Ernest Dionne
Witness

Frederica St. Gelais



The Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 23 1952

Then personally appeared the above named Frederica St. Gelais

and acknowledged the foregoing instrument to be her

Ernest Dionne
Notary Public

My commission expires December 8, 1955

Received & recorded March 23 1952, at 10 hrs. & 37 min. A. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREPARED ONLY

1927

A B C Loan Co., Inc., a corporation duly organized and
of Massachusetts

of New Bedford Bristol County, Massachusetts,
has conveyed, for consideration paid, grant to Ben Prince & Sons, Inc., a corporation
duly organized under the laws of Massachusetts

of said New Bedford

with warranty covenants

the land in Fairhaven, together with the buildings thereon, bounded and
described as follows:
(Description and measurements, if any)

All of the land and buildings described in a deed from Green
Acres Farm, Inc. to the A B C Loan Co., Inc. said deed dated
September 1, 1950 and recorded in Bristol County S.D. Registry of
Deeds, book 968, page 139, excepting therefrom the following parcels
of land heretofore conveyed by the said A B C Loan Co., Inc. said land
being conveyed and recorded in the following books and pages in Bristol
County S.D. Registry of Deeds:

Deed to Lawrence Eliot Prince, et al recorded in book 1000, page 491

Deed to Benjamin Prince, recorded in book 1017, page 25

Deed to Fairhaven Development Corp. recorded in book 1028, page 414

Subject to taxes and all outstanding liens.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
BRISTOL COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
BRISTOL COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
BRISTOL COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
BRISTOL COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
BRISTOL COUNTY
1198-310

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
BRISTOL COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
BRISTOL COUNTY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PRESENT ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PRESENT ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PRESENT ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PRESENT ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PRESENT ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PRESENT ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PRESENT ONLY

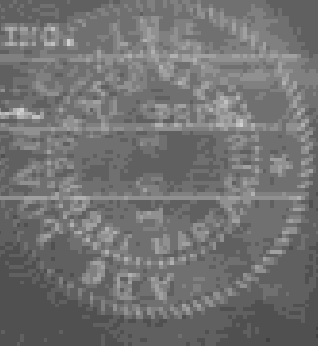
1076 398

IN WITNESS WHEREOF said A B C Loan Co., Inc. has caused these presents to be signed and sealed in its behalf by Benjamin Prince, its President, thereunto duly authorized, to wit: *Benjamin Prince* by the curtesy and father impress thereof

~~XXXXXXXXXXXX~~ this 29th day of December 1952

A B C LOAN CO., INC.

Benjamin Prince



NO STAMPS NECESSARY

The Commonwealth of Massachusetts

Bristol, ss New Bedford, December 29, 19 52

Then personally appeared the above named Benjamin Prince, President as aforesaid, and acknowledged

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

Henry F. [Signature]
Notary Public - State of Mass.

My commission expires Sept. 18, 58

I, Rose Prince, hereby certify that I am Clerk of the A B C Loan Co., Inc. and that at a Special Meeting of the Board of Directors held on December 29th, 1952, it was:

VOTED: That Benjamin Prince, President of the Corporation be authorized to convey in the name of the Corporation deed on all land and buildings owned by the said Corporation situated in Fairhaven, and formerly owned by Green Acres Farm, Inc. to Ben Prince & Sons, Inc. on terms and conditions agreed upon.

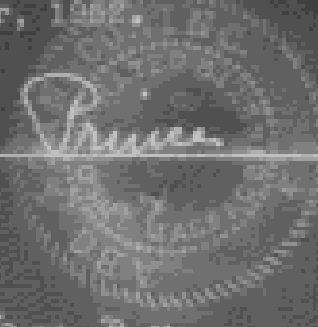
I further certify that there is no provision of the By-Laws or Constitution of said Corporation which is inconsistent with the aforesaid vote.

I further certify that at the time of the execution of this certificate Benjamin Prince is the duly elected and qualified President of said Corporation.

I further certify that at the time of the execution of this certificate the aforesaid vote has neither been rescinded, altered nor amended and is still in full force and effect.

IN WITNESS WHEREOF I have hereunto set my hand and the corporate seal of A B C Loan Co., Inc. this 29th day of December, 1952.

Rose Prince
Clerk



Received & recorded *Jan 4, 1953*, at 1 P. M. & 1/2 min. P. M.

ASTON COUNTY
REGISTER OF DEEDS
PARTIAL ONLY

1078

399

1923

1078

Know All Men By These Presents That We, Antonio da Silva and Evangelina C. da Silva, husband and wife, both

of Dartmouth Bristol ~~Massachusetts~~ for consideration paid, grant to Jose M. Marques and Estelvia M. Marques, husband and wife, both

of said Dartmouth with mortgage represents, to secure the payment of One Thousand (\$1,000.00) Dollars

is ON DEMAND ~~with~~ with five (5%) per centum interest per annum payable ~~quarterly~~ QUARTERLY with \$100.00 to be paid on the principal quarterly as provided in our note of even date, the land is said DARTMOUTH with the buildings thereon, bounded and described (Description and encumbrances, if any)

as follows:

Beginning at the northeasterly corner of the land to be conveyed at a point in the southerly line of Arch Street, said point being 543.54 feet distant therein westerly from its intersection with the westerly line of Bedford Street;

thence running southerly 80 feet; thence turning and running westerly 80 feet; thence turning and running northerly 80 feet to the southerly line of Arch Street; and thence turning and running easterly in line of said Arch Street 80 feet to the point of beginning.

Containing 23.50 square rods, more or less, and being lots numbered 462 and 463 on No. 2 Plan of a Part of the Howland Farm, South Dartmouth, Mass., owned by John V. O'Neil and Charles M. Carroll, made by A. B. Drake, C. E., dated December 28, 1941 and recorded in Bristol County S. D. Registry of Deeds, Plan Book 14, Page 35.

Being the same premises conveyed to us by deed of New Bedford Institution for Savings, dated September 18, 1941 and recorded in said Registry, Book 843, Page 396.

This mortgage is given subject to a first mortgage from us to New Bedford Institution for Savings, dated November 4, 1947 and recorded in said Registry, Book 928, Page 458.

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale. We, Antonio da Silva and Evangelina C. da Silva, husband and wife

release to the mortgagee all rights of tenancy by the curtesy and other interests in the mortgaged premises.

Witness our hand and seal at this 21st day of March 1953.

Fred M. Thomas, Witness to both.

Evangelina C. da Silva
Antonio da Silva

The Commonwealth of Massachusetts

Bristol ss. New Bedford, March 21, 1953.

Then personally appeared the above named Antonio da Silva and Evangelina C. da Silva

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

Fred M. Thomas, Notary Public

My commission expires October 9, 1956.

Recorded in Book 1078, at 1078 & 13 m. 9. M.

ASTON COUNTY
REGISTER OF DEEDS
PARTIAL ONLY

ASTON COUNTY
REGISTER OF DEEDS
PARTIAL ONLY

ASTON COUNTY
REGISTER OF DEEDS
PARTIAL ONLY

Discharge
11/11/54
627-6211

ASTON COUNTY
REGISTER OF DEEDS
PARTIAL ONLY

ASTON COUNTY
REGISTER OF DEEDS
PARTIAL ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREMIER ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREMIER ONLY

1078 400

1929

Know all men by these presents

that the Acushnet Saw Mills Company
the mortgagee named in a certain mortgage given by Albert A. and Marion Brown
dated November 29, 1952 A. D. 1952 and recorded with the
Bristol County Registry of Deeds Book 1069 Page 192
hereby acknowledges that it has received from Albert A. and Marion Brown

the mortgagee
named in said mortgage, full payment and satisfaction of the same; and in consideration thereof
it hereby cancels and discharges said mortgage, and releases and outclaims unto the said
Albert A. and Marion Brown and their heirs and assigns forever
all interest acquired under said mortgage in the premises thereby conveyed.

In witness whereof the said Acushnet Saw Mills Company
has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged, and
delivered in its name and behalf by Richard G. Hawes its treasurer
this twenty third day of March A. D. 1953

Signed and sealed in the presence of Acushnet Saw Mills Company
Mary S. Hebo
Helen D. Pickern
Richard G. Hawes
Treasurer



Commonwealth of Massachusetts

Bristol ss March 23, 1953 then personally appeared
the above-named Richard G. Hawes and acknowledged the foregoing instrument
to be the free act and deed of the Acushnet Saw Mills Company
before me

[Signature]
Notary Public.

March 23 1953 at 2 o'clock and 33 minutes P. M.
Received and entered with the Bristol Co. S. D. Registry of Deeds, Book 1078 page 400

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREMIER ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREMIER ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREMIER ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREMIER ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREMIER ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PRELIMINARY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PRELIMINARY ONLY

401
4/29/54
113-315

1700

1078 401

We, Loretta M. Lamarre and Barbara Lamarr otherwise known as Blanche Irene Lamarre, both being unmarried

of New Bedford Bristol County, Massachusetts,

being associated for consideration paid, grant to the NEW BEDFORD CO-OPERATIVE BANK, situated in New Bedford, Bristol County, Massachusetts, with MORTGAGE COVENANTS to secure the payment of Thirteen Thousand (13,000) Dollars in or within fifteen years from this date, with interest thereon, payable in regular consecutive monthly payments during the term of this mortgage (which payments shall be first applied to interest and the balance thereafter remaining applied to principal) all as provided in our note of even date,

the land, with the buildings thereon, situated in said New Bedford bounded and described

as follows:

Beginning at a point in the west line of Seventh Street at the southeast corner of land now or formerly of Alden G. Ellis for the northeast corner of this lot; thence southerly in the said west line of Seventh Street fifty-three and 75/100 (53.75) feet to land now or formerly of John C. Rhodes; thence westerly in line of last named land one hundred seven and 25/100 (107.25) feet to a corner; thence northerly in line of other land now or formerly of John C. Rhodes and land now or formerly of H.W. Seabury fifty-one and 30/100 (51.30) feet to said Ellis land; thence easterly in line of last named land one hundred six and 75/100 (106.75) feet to the said west line of Seventh Street and place of beginning.

Containing twenty and 47/100 (20.47) square rods, more or less.

Being the same premises conveyed to us by deed of Matilda J. Bourne, widow dated July 11, 1946 recorded in Bristol County (S.D.) Registry of Deeds, Book 917, page 68-9.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PRELIMINARY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PRELIMINARY ONLY

BRISTOL COUNTY MASSACHUSETTS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PRELIMINARY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PRELIMINARY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREPARED ONLY

Including as part of the realty, all portable or sectional buildings at any time placed thereon, and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, screens, mantels, shades, awnings, doors and windows, oil burners, gas burners and all other fixtures of whatsoever kind and nature hereafter installed in or on the granted premises in any manner which enables such articles to be attached therewith so far as the same are or can by agreement of parties, be made a part of the realty.

This mortgage is upon the statutory condition and upon the further condition that the provisions of General Laws Chapter 170 Sections 36-A, B, C, and D (Act of 1941, Chapter 293) and any amendments thereof shall at all times be complied with and upon the further condition that the mortgagor shall pay to the mortgagee monthly, in addition to all other payments hereinbefore set forth, an amount equal to one-twelfth (1/12) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall become due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory conditions; the amount to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year.

This mortgage is upon the statutory condition, and upon the further condition that the mortgagor will keep the improvements now existing or hereafter erected on the mortgaged premises insured as may be required from time to time by the mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as it may require.

Failure to comply with the conditions under which this mortgage is written or failure to make any of the payments as required in the note secured hereby within thirty (30) days from the date when the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

The holder hereof shall have the STATUTORY POWER OF SALE for any breach of any of the conditions or provisions of this mortgage or the note secured hereby.

Husband or said mortgagor
Wife

whose to the mortgagee all rights of tenancy by the curtesy ~~and other interests in the mortgaged premises~~
~~dower and homestead~~

Witness OUR hand and seal this 16th day of March 1953.

Witness:
Cecil H. Whittier

Loretta M. Lamarr
Barbara Lanarr

The Commonwealth of Massachusetts

Bristol ss. March 16 1953.

Then personally appeared the above named Loretta M. Lamarr and Barbara Lanarr

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

Cecil H. Whittier
CECIL H. WHITTIER Notary Public in and for the State of Massachusetts

My Commission Expires Dec. 17 1959

Recorded March 16 1953, at 9 hrs & 48 min. A. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREPARED ONLY

KNOW ALL MEN BY THESE PRESENTS

That I, DOROTHY C. BROOKS, of Dartmouth, Bristol County, Massachusetts, married,

for consideration paid, grant to THE MERCHANTS NATIONAL BANK OF NEW BEDFORD, a national banking association duly organized and existing under the laws of the United States of America and having its usual place of business in New Bedford in said County, WITH MORTGAGE COVENANTS, to secure the payment of

TWELVE THOUSAND NINE HUNDRED-----(\$12,900.00)-----and no/100 Dollars, On Demand, with monthly payments as follows on account of principal, until demand: \$50.00 monthly for 24 months and after said 24 months \$390.00 monthly until demand, and with interest at the rate of _____ per cent per annum, payable monthly at the rate provided in the note referred to below, all as provided in a note of even date made by the mortgagor and Thomas M. Brooks

also to secure the payment of all liabilities of mortgagor (and of each mortgagor, if there be more than one mortgagor) to mortgage, direct or indirect, absolute or contingent, joint or several, individually or as member of any partnership, matured or unmatured, liquidated or unliquidated, existing now or arising hereafter, and whether or not otherwise secured,

and also to secure the performance of all conditions and agreements herein contained, the land with the buildings thereon in said Dartmouth, bounded and described as follows:--

Beginning at a drill hole in a stone wall on the South side of the Russell's Mills Road and at the Northwest corner of land now or formerly of Herbert Wing; thence by said land now or formerly of Wing S 24° 21' 30" W seven hundred fifty-three and 49/100 (753.49) feet to a drill hole; thence by last named land S 42° 18' 10" W eighty-five and 80/100 (85.80) feet to a spike; thence by last named land S 43° 35' 20" E nine hundred sixty and 52/100 (960.52) feet to a stake at the northwest corner of land now or formerly of K. Hazel Gundersen; thence by said land now or formerly of Gundersen S 8° 59' 40" W one hundred fifty-one and 48/100 (151.48) feet; thence by last named land S 37° 15' 50" E two hundred sixty-eight and 94/100 (268.94) feet; thence by last named land N 44° 43' 40" E to said land now or formerly of Wing; thence by said land now or formerly of Wing S 43° 35' 20" E one hundred sixty-eight and 21/100 (168.21) feet to a stake; thence by last named land S 60° 3' E sixty-six (66) feet to a stake; thence by last named land S 38° 35' 50" W three hundred ninety-five and 69/100 (395.69) feet to a corner of a fence; thence by last named land S 39° 43' E one hundred twenty-four (124) feet; thence by last named land S 76° 4' E ninety-three and 98/100 (93.98) feet to the center of the old creek; thence Northeasterly by the old creek to the Apponegansett River; and thence into the River as far as private rights extend. Then beginning again at the point of beginning; thence N 54° 32' 30" W in said south line of Russell's Mills Road two hundred ninety-seven and 18/100 (297.18) feet to an angle; thence N 56° 41' 50" W in said south line of said Road one hundred forty-eight and 98/100 (148.98) feet to land now or formerly of one Shorrock; thence S 11° 26' 30" W three hundred twenty-six and 8/10 (326.8) feet by last named land and land now or formerly of Josephine

Recd. 10/8/54 B1127 P-362

BRISTOL COUNTY MASSACHUSETTS DEPT. OF REVENUE

BRISTOL COUNTY MASSACHUSETTS DEPT. OF REVENUE

BRISTOL COUNTY MASSACHUSETTS DEPT. OF REVENUE

BRISTOL COUNTY MASSACHUSETTS DEPT. OF REVENUE

BRISTOL COUNTY MASSACHUSETTS DEPT. OF REVENUE

BRISTOL COUNTY MASSACHUSETTS DEPT. OF REVENUE

BRISTOL COUNTY MASSACHUSETTS DEPT. OF REVENUE

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIOUS ONLY

1078 404
 Travers, William J. Maciel and Edward Maciel;
 thence southerly fifty-five and 74/100 (55.74) feet along a
 curve whose radius is Twelve Hundred six and 457/100 (1206.457) feet;
 thence S 8° 47' 40" W two hundred fifty-six and 167/100 (251.7) feet;
 thence southerly thirty-four and 35/100 (34.35) feet along a
 curve whose radius is ninety and 16/100 (90.16) feet;
 thence S 30° 37' 30" W two hundred sixteen and 1/10 (216.1) feet
 by land now or formerly of Maciel, being the northeast corner of a cem-
 etery;
 thence N 51° 14' 10" W by said land now or formerly of Maciel
 seventy-seven and 91/100 (77.91) feet to the northwest corner of said
 cemetery;
 thence S 31° 8' 20" W eighty-seven and 37/100 (87.37) feet by
 said land now or formerly of Maciel to the southwesterly corner of said
 cemetery;
 thence S 55° 43' 40" E seventy-eight and 6/100 (78.06) feet to
 the southeasterly corner of said cemetery;
 thence by said land now or formerly of Maciel S 28° 31' 30" E
 one hundred sixty-seven and 5/10 (167.5) feet to a drill hole and land
 now or formerly of Manuel G. and Luiza Leonardo;
 thence by last named land S 37° 52' 50" W thirty-three and 66/100
 (33.66) feet;
 thence by last named land N 84° 40' 50" W thirty-one and 93/100
 (31.93) feet to a drill hole;
 thence by last named land S 36° 43' 50" W four hundred seven and
 81/100 (407.81) feet to a cross wall;
 thence by last named land S 48° 25' 10" E five hundred (500) feet
 to a drill hole;
 thence by last named land S 42° 22' 22" W two hundred four and
 97/100 (204.97) feet to a drill hole;
 thence S 39° 36' W nine hundred ninety-seven and 9/10 (997.9)
 feet to land now or formerly of Henry J. Noon, Trustee;
 thence S 82° 43' E by last named land four hundredseventy-four
 and 35/100 (474.35) feet;
 thence N 85° 6' E by last named land two hundred sixty-nine and
 5/10 (269.5) feet;
 thence S 63° 36' E by last named land three hundred sixty-six
 and 8/10 (366.8) feet;
 thence S 43° 41' E by last named land four hundred ninety and
 9/10 (490.9) feet;
 thence still by last named land N 81° 2' E eight hundred ninety-
 one and 6/10 (891.6) feet to the Apponegansett River;
 thence S 54° E with the River as far as private rights extend.
 Said premises are bounded easterly by said River.
 Containing 69 acres, more or less.

For title see deeds of St. Luke's Hospital to John Chiccoine
 dated January 26, 1924 and January 7, 1925, recorded in Bristol County
 (S.D.) Registry of Deeds, Book 581, Page 377, and Book 603, Page 380,
 respectively; will of said John Chiccoine, late of said New Bedford,
 deceased, Bristol County Probate Court Docket No. 88,281, deeds of
 Bernice Pagan, et al to K. Hazel Gundersen and me, dated November 26, 1946,
 recorded in said Registry, Book 923, Page 68; deed of Bernice Pagan, et
 al, Trustees, to K. Hazel Gundersen and me, dated November 26, 1946,
 recorded in said Registry, Book 923, Page 66, and re-recorded in Book
 979, Page 161; deed of said K. Hazel Gundersen to me dated July 25, 1947,
 recorded in said Registry, Book 933, Page 281; and deed of St. Luke's Hospi-
 tal to me dated March 11, 1953, to be recorded herewith.

Subject to whatever rights any other persons may have with re-
 spect to said cemetery, to the rights of way or easements created by the
 following deeds:

- St. Luke's Hospital to Henry J. Noon, Trustee, dated August 15,
 1923, recorded in said Registry, Book 569, Page 82;
- St. Luke's Hospital to Manuel J. Maciel, dated January 26, 1924,
 recorded in said Registry, Book 582, Page 109;
- John Chiccoine to New Bedford Gas & Edison Light Company, dated
 April 15, 1943, recorded in said Registry, Book 866, Page 480;
- From me to New England Telephone & Telegraph Co. et al, dated June
 3, 1949, recorded in said Registry, Book 962, Page 311;
- From me to K. Hazel Gundersen dated July 25, 1947, recorded in
 said Registry, Book 933, Page 281; from me to K. Hazel Gundersen, of even
 date herewith to be recorded;

and to all other rights of way which may exist.

ASTORIA COUNTY
REGISTER OF DEEDS
ASTORIA, OREGON

ASTORIA COUNTY
REGISTER OF DEEDS
ASTORIA, OREGON

This mortgage is upon the statutory condition, for any breach of which or of any of the conditions or covenants herein, the mortgagee shall have the statutory power of sale.

The mortgagee (jointly and severally, if more than one mortgagee) for the consideration aforesaid furthermore covenants with the mortgagee as follows: — to pay the amount of all liabilities hereby secured including all interest which may accrue thereon; not to remove from any building upon the premises herein granted any fixtures, whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, without first obtaining the consent in writing of the mortgagee; to keep the premises insured for the benefit of mortgagee and its successors and assigns against such risks in addition to fire as mortgagee may from time to time require, in such amount and form and in such insurance offices as mortgagee shall approve; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance, and if mortgagee deems it expedient, that said insurance shall be for more than the loan; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the real estate; that from the money arising from said sale and the surrender of said policies the mortgagee may retain, (in addition to all costs, charges and expenses of said sale, and to the amount of insurance premiums and other expenses paid by mortgagee for which mortgagee has not been reimbursed by the mortgagor, and to the amount of all liabilities hereby secured) a commission of one percent (1%) of the purchase money for making said sale; to pay to the mortgagee upon demand any amounts expended by mortgagee in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgage thereon, or on any indebtedness hereby secured, or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; and in case the mortgagor's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgages the same percentage on the indebtedness hereby secured as the mortgagee shall from time to time be required to pay as taxes thereon; the mortgagor and all persons releasing dower or curtesy in any part of the mortgaged premises further covenant and agree with the mortgagee that neither mortgagor nor any person so releasing dower or curtesy will ever seek to assert at any time hereafter any defense to any action on this mortgage or any obligation hereby secured by reason of any transaction between the mortgagee and any mortgagor or any subsequent owner, grantee, devisee or heir of the interest of any mortgagee hereunder in the whole or any part of the mortgaged premises, whether or not any transfer hereafter made of any such interest in the whole or any part of the aforesaid premises is expressly made subject to this mortgage, and whether or not any subsequent owner,

1078 405

ASTORIA COUNTY
REGISTER OF DEEDS
ASTORIA, OREGON

ASTORIA COUNTY
REGISTER OF DEEDS
ASTORIA, OREGON

ASTORIA COUNTY
REGISTER OF DEEDS
ASTORIA, OREGON

ASTORIA COUNTY
REGISTER OF DEEDS
ASTORIA, OREGON

ASTORIA COUNTY
REGISTER OF DEEDS
ASTORIA, OREGON

ASTOR COUNTY (REGISTRY OF DEEDS) PREVIEW ONLY

ASTOR COUNTY (REGISTRY OF DEEDS) PREVIEW ONLY

1078 705

grantor, devisee, or heir assumes or agrees to pay this mortgage or any liability secured hereby or guarantees to the mortgagee the payment of any such liability or the performance of any of the covenants or conditions of this mortgage and mortgagee and all persons so releasing dower or curtesy hereby waive any such defense and assent to any extension of time given to any subsequent owner, grantor, heir or devisee; the mortgagee shall also have a lien upon any balance of any deposit account now or hereafter existing with the mortgagee of any party liable to the mortgagee for the payment of the whole or any part of the liabilities secured hereby or the performance of any of the conditions or covenants of this mortgage, whether or not such balance exists now or hereafter, and upon all property of every description of any such party or to which such party may be entitled now or hereafter left with the mortgagee for safe-keeping or otherwise or coming into the hands of the mortgagee in any way, but mortgagee shall not be under any duty to enforce said lien; it is mutually agreed that all rights and obligations of the parties hereto whether created by this instrument or by statute shall be enforceable by and binding upon their heirs, executors, administrators, successors and assigns. The words "mortgagee" and "mortgage" shall include the plural where the context requires. If mortgagee makes entry to foreclose on all or any part of the mortgaged premises, it may insure against such liabilities, in such amounts and with such insurance companies as it may deem advisable, and mortgagee shall pay the cost of such insurance.

I, **Thomas N. Brooks,** being husband ~~XXXXX~~ of said grantor release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises, and assent to all of the foregoing.

FITNESS our hand s and seal s this **14th** day of **March** in the year one thousand nine hundred and **fifty-three.**

Signed, sealed and delivered in presence of

John D. Kenney by both

*Dorothy C. Brooks
Thomas N. Brooks*

Commonwealth of Massachusetts

Witness, in New Bedford, **March 14,** 19**53** Then personally appeared the above-named **Dorothy C. Brooks** and acknowledged the foregoing instrument to be **her** free act and deed, before me—

John D. Kenney
Notary Public,
My commission expires **Nov. 7** 19**53**

March 16, 19**53,** at **5** o'clock and **34** minutes

M. Received and entered with *Office of the Registry of Deeds, Room 1078*
folio **403**

ASTOR COUNTY (REGISTRY OF DEEDS) PREVIEW ONLY

ASTOR COUNTY (REGISTRY OF DEEDS) PREVIEW ONLY

ASTOR COUNTY (REGISTRY OF DEEDS) PREVIEW ONLY

ASTOR COUNTY (REGISTRY OF DEEDS) PREVIEW ONLY

ASTOR COUNTY (REGISTRY OF DEEDS) PREVIEW ONLY

1995

4/22/95
143-430

We, Gilbert G. Stiles and Nancy Stiles, husband and wife, of New Bedford, Bristol County and Commonwealth of Massachusetts

for consideration paid grant to the NEW BEDFORD FIVE CENTS SAVINGS BANK, a corporation established by authority of the Commonwealth of Massachusetts and doing business at New Bedford in the County of Bristol in said Commonwealth, with mortgage covenants to secure the payment of

FORTY FIVE HUNDRED (\$4500.00) Dollars

INTEREST ~~XXXXXXXXXXXXXXXXXXXX~~ payable ~~XXXXXX~~, as provided in OUR note of even date, and also to secure the performance of all agreements herein contained, the land with the buildings thereon situated in Dartmouth, said County and Commonwealth, bounded and described as follows:

BEGINNING at a point in the westerly line of Smith Neck Road which is distant southerly therein, fifty (50) feet from a drill hole at the southeast corner of land now or formerly of Milton Mosher;

thence WESTERLY in line of land now or formerly of George L. Washburn, et ux, one hundred fifty (150) feet to a stake;

thence SOUTHERLY still in line of land of Washburn, fifty (50) feet to a drill hole at the northerly line of land now or formerly of Joseph Smith;

thence EASTERLY in line of last named land, one hundred fifty (150) feet to a drill hole in the westerly line of said Smith Neck Road; and

thence NORTHERLY in the westerly line of Smith Neck Road, fifty (50) feet to the place of beginning.

Containing twenty-seven and 54/100 (27.54) square rods, more or less.

Being the same premises conveyed to us by deed of George L. Washburn, et ux dated June 9, 1952 and recorded in Bristol County S.D. Registry of Deeds, book 1052, page 211.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
DARTMOUTH

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
DARTMOUTH

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
DARTMOUTH

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
DARTMOUTH

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
DARTMOUTH

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
DARTMOUTH

ASTOR COUNTY REGISTER OF DEEDS PREVIEW ONLY

1073

Including as part of the realty, all portable or seasonal buildings at any time placed upon the premises and all fixtures, ranges, heaters, plumbing, gas and electric fixtures, screens, mantels, picture frames, stove pipes, tin work, oil burners, gas burners and all other fixtures of whatever kind and nature at present or hereafter placed upon or on the granted premises in any manner which renders such articles useful in connection therewith. This is the same as or can by agreement of the parties hereto, be made a part of the realty.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale, and upon the further condition that the mortgagee shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

The mortgagee for the consideration aforesaid furthermore covenants with the mortgagee as follows:— to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon, to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property heretofore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagor may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagee's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgages the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon.

We, the said grantors, being husband and wife,

release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 25th day of March in the year one thousand nine hundred and fifty-three.

Signed, sealed and delivered in presence of

Alfred Robert Case
Hall

Gilbert G. Stiles
Nancy Stiles

Commonwealth of Massachusetts

Noted, at New Bedford, March 25 1953

Then personally appeared the above-named Gilbert G. Stiles and acknowledged the foregoing instrument to be his free act and deed.

before me—

Alfred Robert Case
Notary Public

My commission expires 7/18 1958

11:10 o'clock and 11 minutes A.M.

Recorded with Bristol & W.D. Registry of Deeds, Book 1073

ASTOR COUNTY REGISTER OF DEEDS PREVIEW ONLY

ASTOR COUNTY REGISTER OF DEEDS PREVIEW ONLY

ASTOR COUNTY REGISTER OF DEEDS PREVIEW ONLY

ASTOR COUNTY REGISTER OF DEEDS PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PLANNED COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PLANNED COUNTY

1991

We, Russell R. Avellar and Elsie Avellar, husband and wife, of New Bedford, Bristol County, Commonwealth of Massachusetts

for consideration paid grant to the NEW BEDFORD FIVE CENTS SAVINGS BANK, a corporation established by authority of the Commonwealth of Massachusetts and doing business at New Bedford in the County of Bristol in said Commonwealth, with mortgage covenants to secure the payment of

FIVE THOUSAND FOUR HUNDRED (\$5,400.00) Dollars

XXXXXXXXXXXX payable ~~XXXX~~, as provided in OUR note of even date, and also to secure the performance of all agreements herein contained, the land with the buildings thereon situated in said New Bedford, bounded and described as follows:

NORTHERLY by Grenier Street, one hundred two and 74/100 (102.74) feet;
EASTERLY by Belleville Avenue, eighty and 11/100 (80.11) feet;
SOUTHERLY by land of parties unknown, one hundred ten and 82/100 (110.82) feet;
WESTERLY by land of parties unknown, eighty and 9/100 (80.09) feet.

Containing thirty-one and 38/100 (31.38) square rods, more or less.
Being Lots 29 and 30 on plan of Grenier Terrace filed in Bristol County S.D. Registry of Deeds, plan book 8, page 20.

For our title see deed of Adjutor Patnaude to us dated September 19, 1947 and to be recorded herewith.
See also deed of City of New Bedford to us dated December 20, 1944 and recorded in said Registry, book 892, page 146.
See also deed of Anna Lopes to us dated October 9, 1945 and recorded in said Registry, book 906, page 3.

Registered
the Deed
Dated 7/22/94
of title
No. 5751

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PLANNED COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PLANNED COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PLANNED COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PLANNED COUNTY

ASTOR COUNTY REGISTER OF DEEDS PREVIOUS ONLY

ASTOR COUNTY REGISTER OF DEEDS PREVIOUS ONLY

ASTOR COUNTY REGISTER OF DEEDS PREVIOUS ONLY

1078

Including as part of the realty, all portable or sectional buildings at any time placed upon said premises and all stoves, ranges, heaters, plumbing, gas and electric fixtures, screens, mantels, screen doors, storm doors and windows, oil burners, gas burners and all other fixtures of whatever kind and nature at present or hereafter existing on the granted premises in any manner which renders such articles usable in connection with the use of the land and which can by agreement of the parties hereto, be made a part of the realty.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale, and upon the further condition that the mortgagor shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

The mortgagor for the consideration aforesaid furthermore covenants with the mortgagee as follows:— to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property heretofore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premiums thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagor may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagor's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgagee the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon. The mortgagors also agree to pay the real estate taxes monthly.

We, the said grantors, being husband and wife,

release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 25th day of March in the year one thousand nine hundred and fifty-three.

Signed, sealed and delivered in presence of

A. Robert Case
fall

Russell R. Avellar
Elsie Avellar

Commonwealth of Massachusetts

Noted, at New Bedford, March 25 1953

Then personally appeared the above-named Russell R. Avellar and acknowledged the foregoing instrument to be his free act and deed.

before me—

A. Robert Case
Notary Public

My commission expires 7/15 1958

March 25, 1953 at 9 o'clock and 35 minutes A.M.

Recorded with *Case & Co. Registry of Deeds, Book 1078*

409

ASTOR COUNTY REGISTER OF DEEDS PREVIOUS ONLY

ASTOR COUNTY REGISTER OF DEEDS PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

5/10/54
114425

1953

I, Paul Alpert, married, of New Bedford, Bristol County and Commonwealth of Massachusetts

for consideration paid grant to the NEW BEDFORD FIVE CENTS SAVINGS BANK, a corporation established by authority of the Commonwealth of Massachusetts and doing business at New Bedford in the County of Bristol in said Commonwealth, with mortgage covenants to secure the payment of

TEN THOUSAND (\$10,000.00) Dollars

XXXXXXXXXXXXXXXXXXXX payable XXXXXX, as provided in a note of even date, and also to secure the performance of all agreements herein contained, the land with the buildings thereon situated in said New Bedford, bounded and described as follows:

BEGINNING at the northeasterly corner of land to be mortgaged at a point formed by the intersection of the westerly line of Burns Street with the southerly line of Carroll Street;

thence WESTERLY by said southerly line of Carroll Street eighty-seven and 30/100 (87.30) feet;

thence turning and running SOUTHERLY eighty and 3/100 (80.03) feet;

thence turning and running EASTERLY eighty-six (86) feet to the westerly line of Burns Street; and

thence turning and running NORTHERLY along the line of last named street eighty (80) feet to the southerly line of Carroll Street and the point of beginning.

Containing twenty-five and 52/100 (25.52) square rods, more or less.

Being part of the premises conveyed to me by deed of Zelina G. Alpert recorded in Bristol County (S.D.) Registry of Deeds in Book 1075, Page 265

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
REVIEW ONLY

1078

Including as part of the realty, all portable or sectional buildings at any time placed upon the premises, and all fixtures, ranges, heaters, plumbing, gas and electric fixtures, screens, mantels, screen doors, water closets, showers, wash-burners, gas burners and all other fixtures of whatever kind and nature at present or hereafter attached to or upon the granted premises in any manner which renders such articles realty in character, and all such fixtures and things are or can by agreement of the parties hereto, be made a part of the realty.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale, and upon the further condition that the mortgagee shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

The mortgagee for the consideration aforesaid furthermore covenants with the mortgagee as follows:—
to pay the amount of the preliminary note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property hereinbefore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagor may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagee's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgages the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon. The mortgagor also agrees to pay the real estate taxes monthly.

I, Zelina G. Alpert, wife of said grantor,

releases to the mortgagee all rights of dower, ~~curtesy~~ homestead and other interests in the granted premises.

WITNESS our hands and common seal this 24th day of March in the year one thousand nine hundred and fifty-three.

Signed, sealed and delivered in presence of

Alfred Robert Love
by all

Paul Alpert
Zelina G. Alpert

Commonwealth of Massachusetts

Bristol ss. New Bedford, March 24 1953

Then personally appeared the above-named Paul Alpert and acknowledged the foregoing instrument to be his free act and deed.

before me—

Alfred Robert Love
Notary Public

My commission expires 7/15 1958
at 9 o'clock and 15 minutes A.M.

Witness my hand and seal with Bristol ss. 1953 at March 24 Registry of Deeds, Lib 1078

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
REVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
REVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
REVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
REVIEW ONLY

1972

Discharge
3/17/58
1244-197

We, Wilfred Vera and Katherine O. Vera, husband and wife,
of Dartmouth, Bristol County, Commonwealth of Massachusetts,

for consideration paid grant to the NEW BEDFORD FIVE CENTS SAVINGS BANK, a corporation established by authority
of the Commonwealth of Massachusetts and doing business at New Bedford in the County of Bristol in said Commonwealth,
with mortgage covenants to secure the payment of

ONE THOUSAND (\$1,000.00) Dollars

~~XXXXXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXX~~ payable ~~HEREIN~~ as provided
in our note of even date, and also to secure the performance of all agreements herein contained, the land with the
buildings thereon situated in said Dartmouth, bounded and described as follows:

PARCEL ONE:

BEGINNING at the northeasterly corner of this lot and the
northwesterly corner of lot No. 373, at a point in the south line of
contemplated Yorke Street as laid out on the plan of "Morton Park";

thence SOUTHERLY by lots No. 373, 372 and 371 on said plan
one hundred twenty (120) feet;

thence WESTERLY two hundred (200) feet to lot No. 362 on
said plan;

thence NORTHERLY by last named land one hundred twenty (20)
feet to said Yorke Street; and

thence EASTERLY in said south line of Yorke Street two
hundred (200) feet to the point of beginning.

Containing eighty-eight (88) rods, more or less.

Being lots No. 363, 364, 365, 366 and 367 on plan of "Morton
Park", recorded in Bristol County S.D. Registry of Deeds, Plan Book 14,
Page 3.

PARCEL TWO:

BEGINNING at the northeasterly corner of this lot, at the
intersection of the westerly line of Cross Road, with the southerly
line of contemplated Yorke Street;

thence SOUTHERLY in said westerly line of the Cross Road,
one hundred twenty (120) feet;

thence WESTERLY by lot No. 370 on plan of Morton Park one
hundred twenty-nine and 54/100 (129.54) feet;

thence NORTHERLY by lot No. 367 on said plan, one hundred
twenty (120) feet to the southerly line of said Yorke Street; and

thence EASTERLY in said southerly line of Yorke Street,
one hundred twenty-eight and 19/100 (128.19) feet, more or less.

Containing fifty-six and 80/100 (56.80) rods, more or less.

Being lots No. 371, 372 and 373 on said plan of "Morton Park".

The above two parcels being the same premises conveyed to
us by deed of Joseph Braga, Jr., dated April 26, 1948 and recorded in
Bristol County S.D. Registry of Deeds, Book 347, Page 105.

Bristol County
Registry of Deeds
Dartmouth, Mass.

Bristol County
Registry of Deeds
Dartmouth, Mass.

Bristol County
Registry of Deeds
Dartmouth, Mass.

Bristol County
Registry of Deeds
Dartmouth, Mass.

Bristol County
Registry of Deeds
Dartmouth, Mass.

ASTOR COUNTY REGISTER DEEDS PREVIEW ONLY

ASTOR COUNTY REGISTER DEEDS PREVIEW ONLY

1073 414

Including as part of the realty, all portable or sectional buildings at any time placed upon said premises and all fixtures, ranges, heaters, plumbing, gas and electric fixtures, screens, mantels, screen doors, sash doors and windows, awnings, awnings, gas burners and all other fixtures of whatever kind and nature at present or hereafter existing upon the granted premises in any manner which renders such articles usable in connection therewith, and the same fixtures can by agreement of the parties hereto, be made a part of the realty.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale, and upon the further condition that the mortgagor shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

The mortgagor for the consideration aforesaid furthermore covenants with the mortgagee as follows:— to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property heretofore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagor may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagee's losses on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgages the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon.

We, the said grantors, being husband and wife, release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 24th day of March in the year ten thousand nine hundred and fifty three.

Signed, sealed and delivered in presence of

Alfred Robert Cove
John

Wilfred Vera
Katherine O'Neil

Commonwealth of Massachusetts

Noted, at New Bedford, March 24 1953

Then personally appeared the above-named Wilfred Vera and acknowledged the foregoing instrument to be his free act and deed.

before me—

Alfred Robert Cove
Notary Public

My commission expires 7/10/58

March 24, 1953 at 11 o'clock and 23 minutes A.M. recorded with Bristol Co. S.D. Registry of Deeds, Bro 1078

ASTOR COUNTY REGISTER DEEDS PREVIEW ONLY

ASTOR COUNTY REGISTER DEEDS PREVIEW ONLY

ASTOR COUNTY REGISTER DEEDS PREVIEW ONLY

ASTOR COUNTY REGISTER DEEDS PREVIEW ONLY

ASTOR COUNTY REGISTER DEEDS PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIEW ONLY

1070 416

Including as part of the realty, all portable or seasonal buildings at any time placed upon said premises and all stoves, ranges, heaters, plumbing, gas and electric fixtures, screens, mantels, screen doors, steam and hot water radiators, all burners, gas burners and all other fixtures of whatever kind and nature at present or hereafter located upon or upon the granted premises in any manner which renders such articles usable in connection therewith, and which may hereafter be used and can by agreement of the parties hereto, be made a part of the realty.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale, and upon the further condition that the mortgagor shall carry such insurances on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

The mortgagors for the consideration aforesaid further covenants with the mortgagee as follows:—
to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property heretofore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagor may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagor's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgagee the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon. The mortgagors also agree to pay the real estate taxes monthly.

We, the said grantors, being husband and wife,

release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 23 day of March in the year one thousand nine hundred and fifty-three.

Signed, sealed and delivered in presence of

Alfred Robert Cave
John

Walter V. Medeiros
Dorothy E. Medeiros
Elizabeth

Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 23 1953

Then personally appeared the above-named Walter Vincent Medeiros and acknowledged the foregoing instrument to be his free act and deed.

before me—

Alfred Robert Cave
Notary Public

My commission expires 7/8/58

10 45 A.M. 10 o'clock and 19 minutes A.M.

Recorded and indexed with Bristol Co. (S.D.) Registry of Deeds, Libr 1078

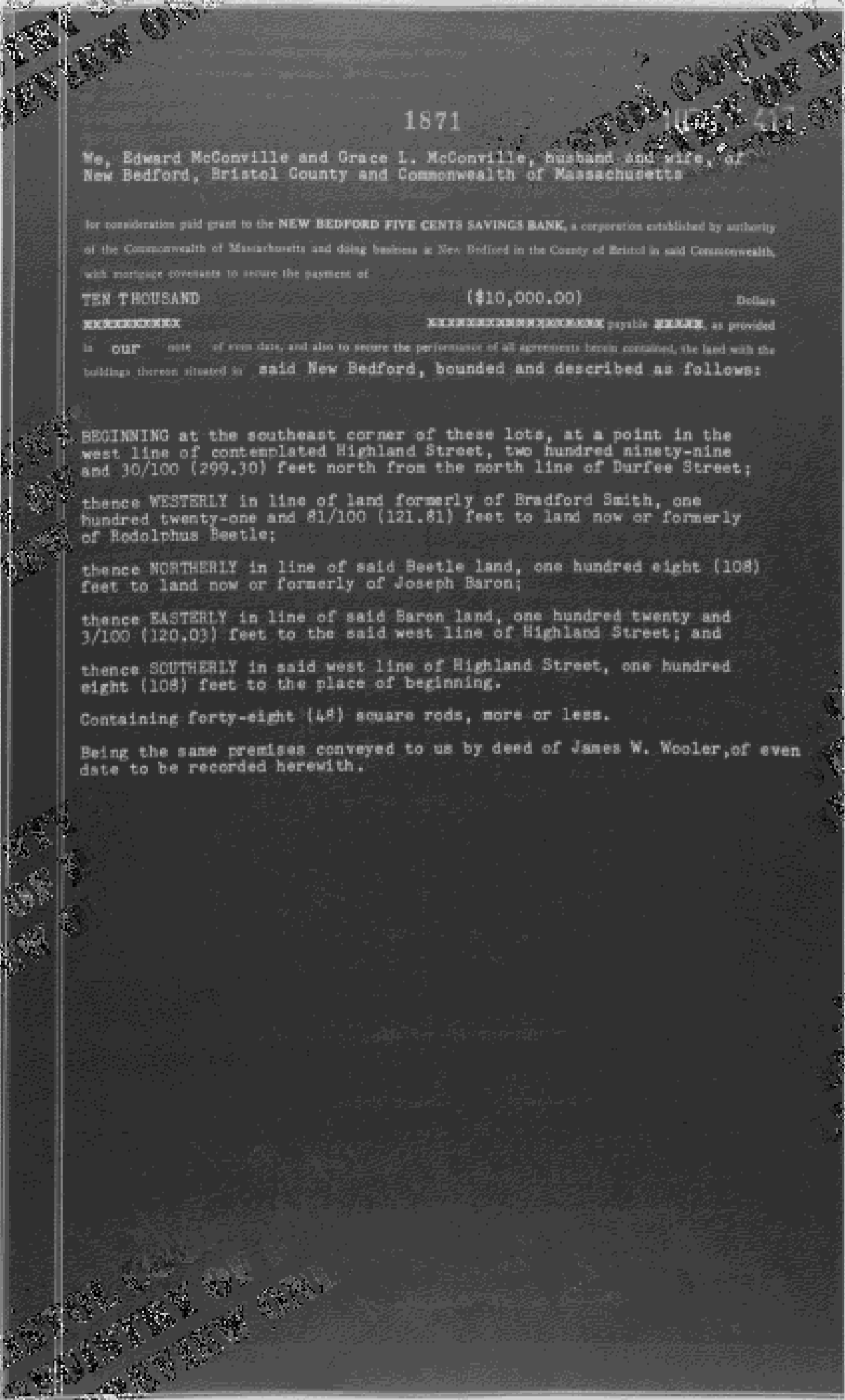
BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED FROM RECORDING

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED FROM RECORDING

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED FROM RECORDING



1871

We, Edward McConville and Grace I. McConville, husband and wife, of New Bedford, Bristol County and Commonwealth of Massachusetts

for consideration paid grant to the NEW BEDFORD FIVE CENTS SAVINGS BANK, a corporation established by authority of the Commonwealth of Massachusetts and doing business in New Bedford in the County of Bristol in said Commonwealth, with mortgage covenants to secure the payment of

TEN THOUSAND (\$10,000.00) Dollars

XXXXXXXXXXXXXXXXXXXXXXXXXXXX payable XXXXX, as provided in our note of even date, and also to secure the performance of all agreements herein contained, the land with the buildings thereon situated in said New Bedford, bounded and described as follows:

BEGINNING at the southeast corner of these lots, at a point in the west line of contemplated Highland Street, two hundred ninety-nine and 30/100 (299.30) feet north from the north line of Durfee Street;

thence WESTERLY in line of land formerly of Bradford Smith, one hundred twenty-one and 81/100 (121.81) feet to land now or formerly of Rodolphus Beetle;

thence NORTHERLY in line of said Beetle land, one hundred eight (108) feet to land now or formerly of Joseph Baron;

thence EASTERLY in line of said Baron land, one hundred twenty and 3/100 (120.03) feet to the said west line of Highland Street; and

thence SOUTHERLY in said west line of Highland Street, one hundred eight (108) feet to the place of beginning.

Containing forty-eight (48) square rods, more or less.

Being the same premises conveyed to us by deed of James W. Wooler, of even date to be recorded herewith.

Rec
12/2/23
1732-191

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED FROM RECORDING

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED FROM RECORDING

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED FROM RECORDING

1076 418
ASTOR COUNTY REGISTER OF DEEDS
PREVIEW ONLY

ASTOR COUNTY REGISTER OF DEEDS
PREVIEW ONLY

Including as part of the realty, all portable or sectional buildings at any time placed upon said premises and all fixtures, ranges, heaters, plumbing, gas and electric fixtures, screens, mantels, screen doors, stored furniture, window shades, awnings, gas burners and all other fixtures of whatever kind and nature at present or hereafter existing upon or in the granted premises in any manner which renders such articles usable in connection with the premises. The same may be by agreement of the parties hereto, be made a part of the realty.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale, and upon the further condition that the mortgagee shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

The mortgagee for the consideration aforesaid furthermore covenants with the mortgagee as follows: to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property heretofore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagee may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee thereon, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagee's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgages the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon. The mortgagors also agree to pay the real estate taxes monthly.

We, the said grantors, being husband and wife, release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 20th day of March in the year one thousand nine hundred and fifty-three.

Signed, sealed and delivered in presence of

Alfred P. Crane
[Signature]

Edward McConville
Grace L. McConville

Commonwealth of Massachusetts

Noted, at New Bedford, March 20 1953

Then personally appeared the above-named Edward McConville

and acknowledged the foregoing instrument to be his free act and deed,

before me—

Alfred P. Crane
Notary Public

My commission expires

7/10/54

March 20

1953, at

9

o'clock and

36

minutes A.M.

Deeds, Book 1076

ASTOR COUNTY REGISTER OF DEEDS
PREVIEW ONLY

ASTOR COUNTY REGISTER OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

1928

11-10
9/31/53
1093-141

We, Albert A. Brown and Marion Brown, husband and wife,
of New Bedford, Bristol County, Commonwealth of Massachusetts,

for consideration paid grant to the NEW BEDFORD FIVE CENTS SAVINGS BANK, a corporation established by authority
of the Commonwealth of Massachusetts and doing business at New Bedford in the County of Bristol in said Commonwealth,
with mortgage covenants to secure the payment of

SIXTY FIVE HUNDRED (65,000.) Dollars

with interest ~~at~~ ~~the~~ ~~rate~~ ~~of~~ ~~seven~~ ~~per~~ ~~cent~~ ~~per~~ ~~annum~~, payable ~~quarterly~~ ~~as~~ ~~provided~~
in ~~our~~ ~~note~~ ~~of~~ ~~even~~ ~~date~~, and also to secure the performance of all agreements herein contained, the land with the
buildings thereon situated in said New Bedford, bounded and described as follows:

Being lot No. 56 on Plan of Property belonging to the City
of New Bedford dated May 3, 1946 and recorded in Bristol County S.D.
Registry of Deeds, Plan Book 30, Page 55, and being more particularly
bounded and described as follows:

BEGINNING at a point in the northerly line of Dolphin Street
distant easterly therein two hundred twenty-three and 9/100 (223.09) feet
from the point of intersection of the easterly line of Rodney French
Boulevard with the northerly line of Dolphin Street;

thence NORTHERLY in the easterly line of Lot No. 57 on said
plan a distance of one hundred (100) feet to a drill hole;

thence EASTERLY in a line parallel to the northerly line of
Dolphin Street in line of land now or formerly of Alice F. Neary, et al
and Frank F. Kelle, et al, a distance of seventy-four (74) feet to a
drill hole;

thence SOUTHERLY in a line parallel to the first described
line in westerly line of Lot No. 55 on said plan a distance of one
hundred (100) feet to a stake in the northerly line of Dolphin Street;

thence WESTERLY in the northerly line of Dolphin Street a
distance of seventy-four (74) feet to the point of beginning.

Containing twenty-seven and 15/100 (27.15) square rods.

Being the same premises conveyed to us by deed of John H.
Abrams, dated September 29, 1952 and recorded in Bristol County S.D.
Registry of Deeds, Book 1003, Page 178.

Subject to restrictions of record insofar as the same are
now in force and applicable.

Subject to the easement granted by the City of New Bedford
to the New Bedford Gas & Edison Light Company by instrument dated
June 19, 1946 and recorded in Bristol County S.D. Registry of Deeds;
see also Plan Book 30, Page 60.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

1078 421

Deed
5/14/64
1115-241

1909

We, Raymond Broadhurst and Virginia T. Broadhurst

of Acushnet Bristol County, Massachusetts,

for consideration paid, grant to the NEW BEDFORD CO-OPERATIVE BANK, situated in New Bedford, Bristol County, Massachusetts, with MORTGAGE COVENANTS to secure the payment of
-----Sixty-two Hundred (6200)----- Dollars

in or within fifteen years from this date, with interest thereon, payable in regular consecutive monthly payments during the term of this mortgage (which payments shall be first applied to interest and the balance thereafter remaining applied to principal) all as provided in our note of even date,

the land, with the buildings thereon, situated in said Acushnet bounded and described as follows:

Beginning at a point in the south line of contemplated Harbeck Street at a point five hundred and twenty-eight and 20/100 (528.20) feet easterly from the east line of North Main Street, at which point is a concrete bound, thence southerly along line of land now owned by Roger Allain, ninety-three and 79/100 (93.79) feet to a stone wall; thence in a northeasterly direction along said stone wall sixty-six and 30/100 (66.30) feet to a drill hole; thence running northerly by land now or formerly of O. Adelard Mailhot et ux eighty and 73/100 (80.73) feet to a stake in the said southerly line of said contemplated Harbeck Street; thence running westerly along said southerly line of said contemplated Harbeck Street sixty-five (65) feet to the point of beginning.

Containing twenty and 83/100 (20.83) rods, more or less.

Being the same premises conveyed to us by deed of Tobias Leite et ux dated June 23, 1951 recorded in Bristol County S.D. Registry of Deeds in book 1021, page 238. Subject to restrictions of record insofar as the same are now in force and applicable.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
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PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PREVIEW ONLY

1075 422

Including as part of the realty, all portable or sectional buildings at any time located upon the premises and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, stoves, sinks, dishes, wash basins, doors, windows, oil burners, gas burners 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.

This mortgage is upon the statutory condition and upon the further condition that the provisions of General Laws Chapter 170 Sections 14 A, B, C, and D (Acts of 1941, Chapter 293) and any amendments thereof shall at all times be complied with and upon the further condition that the mortgagor shall pay to the mortgagee monthly, in addition to all other payments hereinbefore set forth, an amount equal to one-twelfth (1/12) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall become due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory conditions; the amount to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year.

This mortgage is upon the statutory condition, and upon the further condition that the mortgagor will keep the improvements now existing or hereafter erected on the mortgaged premises insured as may be required from time to time by the mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as it may require.

Failure to comply with the conditions under which this mortgage is written or failure to make any of the payments as required in the note secured hereby within thirty (30) days from the date when the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

The holder hereof shall have the STATUTORY POWER OF SALE for any breach of any of the conditions or provisions of this mortgage or the note secured hereby.

We also being intermarried _____ ^{husband} _{wife} of said mortgagor

release to the mortgagee all rights of tenancy by the curtesy and other interests in the mortgaged premises

Witness OUR hand and seal this 21st day of March 1953.

Witness: Cecil H. Whittier Virginia T. Broadhurst

The Commonwealth of Massachusetts
Bristol ss. March 21, 1953.

Then personally appeared the above named Raymond Broadhurst and Virginia T. Broadhurst

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

Cecil H. Whittier
Cecil H. Whittier Notary Public—Jurat of the Press

My Commission Expires December 17, 1959.

Received & recorded March 23 1953 at 7 hrs. 25 min. P. M.

1985

1078 423

7-3-89
2034-1034

KNOW ALL MEN BY THESE PRESENTS

That we, Tone J. Battistelli and Elsie J. Battistelli, husband and wife, both of Dartmouth, Bristol County, Massachusetts,

for consideration paid, grant to The Merchants National Bank of New Bedford, a banking organization duly organized under the laws of the United States of America and having its usual place of business in New Bedford in said County of Bristol, WITH MORTGAGE COVENANTS, to secure the payment of

Two thousand and - - - - - \$2,000.00 Dollars, on second

with interest at the rate of - - - - - per cent per annum, payable monthly

as provided in a note of even date made by the mortgagor and-

also to secure the payment of all liabilities of mortgagor (and of each mortgagee, of there be more than one mortgagee) to mortgagee, direct or indirect, absolute or contingent, joint or several, individually or as member of any partnership, matured or unmatured, liquidated or unliquidated, existing now or arising hereafter, and whether or not otherwise secured,

and also to secure the performance of all conditions and agreements herein contained, the land with the buildings thereon in

said Dartmouth, bounded and described as follows:-

Beginning at the northwesterly corner thereof at a point in the south line of Robert Street 80 feet distant therein easterly from its intersection with the east line of Carrollton Avenue, all as shown on plan of Carrollton Heights, Section A, filed in Bristol County (S.D.) Registry of Deeds in plan book 25 on page 115;

thence easterly in said south line of Robert Street 50 feet; thence southerly 80 feet; thence westerly 50 feet; and thence northerly 80 feet to said south line of Robert Street and the point of beginning.

Containing 14.69 square rods, more or less.

Being Lot No. 78 on said plan of Carrollton Heights.

Hereby conveying the same premises conveyed to us by Joseph B. Toland by deed dated June 16, 1945 and recorded in said Registry of Deeds in book 888 on page 331.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
DARTMOUTH ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
DARTMOUTH ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
DARTMOUTH ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
DARTMOUTH ONLY

ASTOR COUNTY (OR)
REGISTRY OF DEEDS
PREVENT ONLY

ASTOR COUNTY (OR)
REGISTRY OF DEEDS
PREVENT ONLY

1073 424

This mortgage is upon the statutory condition, for any breach of which or of any of the conditions or covenants herein, the mortgagee shall have the statutory power of sale.

The mortgagor (jointly and severally, if more than one mortgagor) for the consideration aforesaid furthermore covenants with the mortgagee as follows: — to pay the amount of all liabilities hereby secured including all interest which may accrue thereon; not to remove from any building upon the premises herein granted any fixtures, whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, without first obtaining the consent in writing of the mortgagee; to keep the premises insured for the benefit of mortgagee and its successors and assigns against such risks in addition to fire as mortgagee may from time to time require, in such amount and form and in such insurance offices as mortgagee shall approve; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance, and if mortgagee deems it expedient, that said insurance shall be for more than the loan; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the real estate; that from the money arising from said sale and the surrender of said policies the mortgagee may retain (in addition to all costs, charges and expenses of said sale, and to the amount of insurance premiums and other expenses paid by mortgagee for which mortgagee has not been reimbursed by the mortgagor, and to the amount of all liabilities hereby secured) a commission of one percent (1%) of the purchase money for making said sale; to pay to the mortgagee upon demand any amounts expended by mortgagee in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee therein, or on any indebtedness hereby secured, or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; and in case the mortgagor's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgage the same percentage on the indebtedness hereby secured as the mortgagee shall from time to time be required to pay as taxes thereon; the mortgagor and all persons releasing dower or curtesy in any part of the mortgaged premises further covenant and agree with the mortgagee that neither mortgagor nor any person so releasing dower or curtesy will ever seek to assert at any time hereafter any defense to any action on this mortgage or any obligation hereby secured by reason of any transaction between the mortgagee and any mortgagor or any subsequent owner, grantor, devisee or heir of the interest of any mortgagor hereunder in the whole or any part of the mortgaged premises, whether or not any transfer hereafter made of any such interest in the whole or any part of the aforesaid premises is expressly made subject to this mortgage, and whether or not any subsequent owner,

ASTOR COUNTY (OR)
REGISTRY OF DEEDS
PREVENT ONLY

ASTOR COUNTY (OR)
REGISTRY OF DEEDS
PREVENT ONLY

ASTOR COUNTY (OR)
REGISTRY OF DEEDS
PREVENT ONLY

ASTOR COUNTY (OR)
REGISTRY OF DEEDS
PREVENT ONLY

ASTOR COUNTY (OR)
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PROPERTY CORNER

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PROPERTY CORNER

1078 425

grantor, devisee, or heir assumes or agrees to pay this mortgage or any liability secured hereby or guarantees to the mortgagee the payment of any such liability or the performance of any of the covenants or conditions of this mortgage and mortgagee and all persons so releasing dower or curtesy hereby waive any such defense and assent to any extension of time given to any subsequent owner, grantor, heir or devisee; the mortgagee shall also have a lien upon any balance of any deposit account now or hereafter existing with the mortgagee of any party liable to the mortgagee for the payment of the whole or any part of the liabilities secured hereby or the performance of any of the conditions or covenants of this mortgage, whether or not such balance exists now or hereafter, and upon all property of every description of any such party or to which such party may be entitled now or hereafter left with the mortgagee for safe-keeping or otherwise or coming into the hands of the mortgagee in any way, but mortgagee shall not be under any duty to enforce said lien; it is mutually agreed that all rights and obligations of the parties herein whether created by this instrument or by statute shall be enforceable by and binding upon their heirs, executors, administrators, successors and assigns. The words "mortgagee" and "mortgagee" shall include the plural where the context requires. If mortgagee makes entry to foreclose on all or any part of the mortgaged premises, it may insure against such liabilities, in such amounts and with such insurance companies as it may deem advisable, and mortgagee shall pay the cost of such insurance.

We, the mortgagors above named, being husband and wife of said grantor release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises, and consent to all of the foregoing.

WITNESS OUR hand and seal this twenty-fifth day of March in the year one thousand nine hundred and fifty-three.

Signed, sealed and delivered in presence of

Tone J. Battistelli
Elsie J. Battistelli

Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 25, 1953. Then personally appeared the above-named Tone J. Battistelli and Elsie J. Battistelli and acknowledged the foregoing instrument to be their free act and deed before me.

William R. Freitas Notary Public.
My commission expires Dec. 17, 1953.

March 25, 1953. a 9 o'clock and 21 minutes. M. Received and entered with Bristol County Registry Deeds, libro 1078 folio 423

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PROPERTY CORNER

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PROPERTY CORNER

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PROPERTY CORNER

1890

1078 426

KNOW ALL MEN BY THESE PRESENTS

That we, Daniel Pearson and Bertha Pearson, husband and wife, both of New Bedford, Bristol County, Massachusetts,

for consideration paid, grant to The Merchants National Bank of New Bedford, a banking organization duly organized under the laws of the United States of America and having its usual place of business in said New Bedford,

With MORTGAGE COVENANTS, to secure the payment of

Fifteen hundred and - - - - - no/100 Dollars, on demand

with interest at the rate of - - - - - per cent per annum, payable

as provided in a note of even date made by the mortgagor and

also to secure the payment of all liabilities of mortgagor (and of each mortgagor, if there be more than one mortgagor) to mortgages, direct or indirect, absolute or contingent, joint or several, individually or as member of any partnership, natural or unnatural, liquidated or unliquidated, existing now or arising hereafter, and whether or not otherwise secured,

and also to secure the performance of all conditions and agreements herein contained, the land with the buildings thereon in said New Bedford, bounded and described as follows:-

Beginning at a point in the north line of Tinkham Street 152.60 feet from the east line of Church Street; thence northerly 110.67 feet; thence easterly 40 feet; thence southerly 110.67 feet to said north line of Tinkham Street; thence westerly in said north line of Tinkham Street 40 feet to the point of beginning.

Containing 16.26 square rods, more or less. Her by conveying the same premises conveyed to us by James W. Holden whose middle name was Woods; by deeds recorded in said Registry of Deeds in book 955 on page 69 and in book 1023 on page 360, and her by conveying the premises described in said deeds.

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
RECEIVED ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
RECEIVED ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
RECEIVED ONLY

BRISTOL COUNTY MASS
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BRISTOL COUNTY MASS
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BRISTOL COUNTY MASS
REGISTRY OF DEEDS
RECEIVED ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
RECEIVED ONLY

ASTOR COUNTY
REGISTER OF DEEDS
PREVENTIVE ONLY

ASTOR COUNTY
REGISTER OF DEEDS
PREVENTIVE ONLY

ASTOR COUNTY
REGISTER OF DEEDS
PREVENTIVE ONLY

ASTOR COUNTY
REGISTER OF DEEDS
PREVENTIVE ONLY

ASTOR COUNTY
REGISTER OF DEEDS
PREVENTIVE ONLY

This mortgage is upon the statutory condition, for any breach of which or of any of the conditions or covenants herein, the mortgagee shall have the statutory power of sale.

The mortgagor (jointly and severally, if more than one mortgagor) for the consideration aforesaid furthermore covenants with the mortgagee as follows: — to pay the amount of all liabilities hereby secured including all interest which may accrue thereon; not to remove from any building upon the premises hereto granted any fixtures, whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, without first obtaining the consent in writing of the mortgagee; to keep the premises insured for the benefit of mortgagee and its successors and assigns against such risks in addition to fire as mortgagee may from time to time require, in such amount and form and in such insurance offices as mortgagee shall approve; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance, and if mortgagee deems it expedient, that said insurance shall be for more than the loan; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the real estate; that from the money arising from said sale and the surrender of said policies the mortgagee may retain, (in addition to all costs, charges and expenses of said sale, and to the amount of insurance premiums and other expenses paid by mortgagee for which mortgagee has not been reimbursed by the mortgagor, and to the amount of all liabilities hereby secured) a commission of one percent (1%) of the purchase money for making said sale; to pay to the mortgagee upon demand any amounts expended by mortgagee in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee therein, or on any indebtedness hereby secured, or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; and in case the mortgagor's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgagee the same percentage on the indebtedness hereby secured as the mortgagee shall from time to time be required to pay as taxes thereon; the mortgagor and all persons releasing dower or curtesy in any part of the mortgaged premises further covenant and agree with the mortgagee that neither mortgagor nor any person so releasing dower or curtesy will ever seek to assert at any time hereafter any defense to any action on this mortgage or any obligation hereby secured by reason of any transaction between the mortgagee and any mortgagor or any subsequent owner, grantee, devisee or heir of the interest of any mortgagor hereunder in the whole or any part of the mortgaged premises, whether or not any transfer hereafter made of any such interest in the whole or any part of the aforesaid premises is expressly made subject to this mortgage, and whether or not any subsequent owner,

ASTOR COUNTY
REGISTER OF DEEDS
PREVENTIVE ONLY

ASTOR COUNTY
REGISTER OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PROPERTY ONLY

1073 423

grantee, devise, or heir assumes or agrees to pay this mortgage or any liability secured hereby or guarantees to the mortgagee the payment of any such liability or the performance of any of the covenants or conditions of this mortgage and mortgagor and all persons so releasing dower or curtesy hereby waive any such defense and assent to any extension of time given to any subsequent owner, grantee, heir or devisee; the mortgagee shall also have a lien upon any balance of any deposit account now or hereafter existing with the mortgagee of any party liable to the mortgagee for the payment of the whole or any part of the liabilities secured hereby or the performance of any of the conditions or covenants of this mortgage, whether or not such balance exists now or hereafter, and upon all property of every description of any such party or to which such party may be entitled now or hereafter left with the mortgagee for safe-keeping or otherwise or coming into the hands of the mortgagee in any way, but mortgagee shall not be under any duty to enforce said lien; it is mutually agreed that all rights and obligations of the parties hereto whether created by this instrument or by statute shall be enforceable by and binding upon their heirs, executors, administrators, successors and assigns. The words "mortgagor" and "mortgagee" shall include the plural where the context requires. If mortgagee makes entry to foreclose on all or any part of the mortgaged premises, it may insure against such liabilities, in such amounts and with such insurance companies as it may deem advisable, and mortgagee shall pay the cost of such insurance.

We, the mortgagors above named, being husband and wife of said grantee release in the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises, and consent to all of the foregoing.

WITNESS our hand & seal this Twentieth day of March in the year one thousand nine hundred and fifty-three.

Signed, sealed and delivered in presence of

Daniel Pearson
Bertha Pearson

Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 21, 1953 Then personally appeared the above-named Daniel Pearson and Bertha Pearson and acknowledged the foregoing instrument to be their free act and deed, before me— William R. Freitas Notary Public. My commission expires Dec. 17, 1953.

March 20, 1953 at 3 o'clock and 17 minutes P.M.

M. Received and entered with Bristol Co. (S.D.) Registry of Deeds, libro 1098 folio 426

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PROPERTY ONLY

1946

We, Thomas F. McFadden and Josephine McFadden, husband and wife, of New Bedford, Bristol County, Commonwealth of Massachusetts

for consideration paid grant to the NEW BEDFORD INSTITUTION FOR SAVINGS, a corporation established by authority of the Commonwealth of Massachusetts and doing business at New Bedford in the County of Bristol in said Commonwealth, with mortgage covenants to secure the payment of

FIVE THOUSAND (\$5,000.00) Dollars

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX payable XXXXXX as provided in OUR note of even date, and also to secure the performance of all agreements herein contained, the land with the buildings thereon, situated in said New Bedford, bounded and described as follows:

BEGINNING at the point of intersection of the north line of Monmouth Street and the westerly line of Pine Grove Street as shown on plan of Russell Park filed in Bristol County S.D. Registry of Deeds, plan book 25, page 183;

thence SOUTHERLY in said westerly line of Pine Grove Street, forty-five (45) feet to Lot #7 on said plan;

thence WESTERLY in line of last named lot, sixty-five and 1/100 (65.01) feet;

thence NORTHEASTERLY eighty-three and 90/100 (83.90) feet to Lot #9 on said plan; and

thence SOUTHEASTERLY in line of last named lot, seventy and 4/100 (70.04) feet to the point of beginning.

Containing fourteen and 81/100 (14.81) square rods, more or less.

Being Lot No. 8 on said plan.

Being the same premises conveyed to us by deed of Milton E. Borden, et al Trustees under the will of Harrison T. Borden dated March 13, 1953 and to be recorded herewith.

Discharge
10/25/54
B1178
P. 446

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
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BRISTOL COUNTY MASSACHUSETTS
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REGISTER OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREPARED ONLY

ASTOR COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

ASTOR COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

CSA 8001

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...of the premises...

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1078 430

Including as part of the realty, all portable or sectional buildings at any time placed upon said premises and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, screens, mantels, screen doors, storm doors and windows, oil burners, gas burners 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, as far as the same are or can by agreement of the parties hereto, be made a part of the realty.

This mortgage is upon the statutory conditions, for any breach of which the mortgagee shall have the statutory power of sale, and upon the further condition that the mortgagee shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

The mortgagor for the consideration aforesaid furthermore covenants with the mortgagee as follows:— to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property hereinafore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance, and if it deems it expedient that said insurance shall be for more than the loss when reasonably necessary; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premiums thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money

ASTOR COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

ASTOR COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

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ASTOR COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

ASTOR COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

WALTON COUNTY
REGISTER OF DEEDS
PREVENTED

WALTON COUNTY
REGISTER OF DEEDS
PREVENTED

arising from said sale and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagee may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay to the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagee's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgages the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon.

We, the said grantors, being husband and wife,

release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 23rd day of March in the year one thousand nine hundred and fifty-three.

Signed, sealed and delivered in presence of

Alfred Robert Love

Thomas F. McFadden
Josephine McFadden

Commonwealth of Massachusetts

Noted at New Bedford, March 23 1953

Then personally appeared the above-named Thomas F. McFadden and acknowledged the foregoing instrument to be his free act and deed,

before me—

Alfred Robert Love

Notary Public

My commission expires

7/8 1958

March 23 1953 at 3 o'clock and 41 minutes P.M.
I received and entered with Bristol Co (S.D.) Registry of Deeds, Book 16 78
file 149

WALTON COUNTY
REGISTER OF DEEDS
PREVENTED

WALTON COUNTY
REGISTER OF DEEDS
PREVENTED

WALTON COUNTY
REGISTER OF DEEDS
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WALTON COUNTY
REGISTER OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS

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1076 432

1943

Me, William Bryant and Marion E. Bryant, husband and wife, of New Bedford, Bristol County and Commonwealth of Massachusetts

for consideration paid great to the NEW BEDFORD INSTITUTION FOR SAVINGS, a corporation established by authority of the Commonwealth of Massachusetts and doing business at New Bedford in the County of Bristol in said Commonwealth, with mortgage covenants to secure the payment of

THREE THOUSAND (\$3,000.00) Dollars

in OUR note of even date, and also to secure the performance of all agreements herein contained, the land with the buildings thereon, situated in Fairhaven, said County and Commonwealth, bounded and described as follows:

BEGINNING at a stake in the westerly line of Sconticut Neck Road and at the southeast corner of land now or formerly of Joseph T. Fernandes;

thence S 1° 41' 10" E by said Road, one hundred fifteen and 6/100 (115.06) feet to land now or formerly of Allan R. Howe, et ux;

thence S 86° 35' 30" W by last named land, five hundred twenty-one and 2/100 (521.02) feet to a drill hole at other land now or formerly of Joseph T. Fernandes;

thence N 1° 21' 10" W by last named land, one hundred fifteen and 6/100 (115.06) feet to a drill hole at land now or formerly of Joseph T. Fernandes;

thence N 86° 35' 30" E by last named land, five hundred twenty and 15/100 (520.35) feet to the point of beginning.

Containing one and 37/100 (1.37) acres, more or less.

Said land being shown on a plan of land filed in Bristol County S.D. Registry of Deeds, plan book 42, page 9.

Being the same premises conveyed to us by deed of Herbert W. Hammond, et ux of even date to be recorded herewith.

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS

BOSTON COUNTY REGISTER OF DEEDS PREVIEW ONLY

BOSTON COUNTY REGISTER OF DEEDS PREVIEW ONLY

BOSTON COUNTY REGISTER OF DEEDS PREVIEW ONLY

BOSTON COUNTY REGISTER OF DEEDS PREVIEW ONLY

BOSTON COUNTY REGISTER OF DEEDS PREVIEW ONLY

BOSTON COUNTY REGISTER OF DEEDS PREVIEW ONLY

BOSTON COUNTY REGISTER OF DEEDS PREVIEW ONLY

[REDACTED]

Including as part of the realty, all portable or sectional buildings at any time placed upon said premises and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, screens, masts, screen doors, storm doors and windows, oil burners, gas burners 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 be by agreement of the parties hereto, be made a part of the realty.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale, and upon the further condition that the mortgagee shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

The mortgagee for the consideration aforesaid furthermore covenant with the mortgagee as follows:-
to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property heretofore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance, and if it deems it expedient that said insurance shall be for more than the loan when reasonably necessary; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money

STOROL COUNTY MASSACHUSETTS REGISTER OF DEEDS
PLAINFIELD ONLY

1078 434

... arising from said sale and the proceeds of said policies the mortgagee in addition to all other charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagor may retain a commission of one (1%) per centum of the purchase money for making said sale, to pay to the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagee's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgages the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon.

We, the said grantors, being husband and wife,

release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 23rd day of March in the year one thousand nine hundred and fifty-three.

Signed, sealed and delivered in presence of

Alfred P. Love
Gall

William Bryant
Mason E. Bryant

Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 23 1953

Then personally appeared the above-named William Bryant and acknowledged the foregoing instrument to be his free act and deed.

before me-

Alfred P. Love

Notary Public

My commission expires 7/18 1958

march 23 1953 . ss ✓ docket and 40 minutes P.M.

M. received and entered with Bristol Co. S.D. Registry of Deeds, libro 1078
file 432

STOROL COUNTY MASSACHUSETTS REGISTER OF DEEDS
PLAINFIELD ONLY

STOROL COUNTY MASSACHUSETTS REGISTER OF DEEDS
PLAINFIELD ONLY

STOROL COUNTY MASSACHUSETTS REGISTER OF DEEDS
PLAINFIELD ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

435
Rec.
11/20/87
2058-1123

1940

We, Thomas F. McPadden and Marion S. Bryant, both married and both of New Bedford, Bristol County and Commonwealth of Massachusetts

for consideration paid grant to the NEW BEDFORD INSTITUTION FOR SAVINGS, a corporation established by authority of the Commonwealth of Massachusetts and doing business at New Bedford in the County of Bristol in said Commonwealth, with mortgage covenant to secure the payment of

SIX THOUSAND TWO HUNDRED FIFTY (\$6,250.00) Dollars

in a note of even date, and also to secure the performance of all agreements herein contained, the land with the buildings thereon, situated in said New Bedford, bounded and described as follows:

BEGINNING at the southeast corner of the land hereby mortgaged at the intersection of the north line of Kempton Street with the west line of Florence Street;

thence WESTERLY in said north line of Kempton Street, one hundred (100) feet to land now or formerly of James J. Buchan;

thence NORTHERLY by last named land and by land now or formerly of Charles H. Reed, Trustee, one hundred (100) feet to the southwest corner of land now or formerly of Everett C. Jennings;

thence EASTERLY by last named land, one hundred (100) feet to said west line of Florence Street; and

thence SOUTHERLY therein one hundred (100) feet, more or less, to the place of beginning.

Containing thirty-six and 72/100 (36.72) square rods, more or less.

Being the same premises conveyed to us by deed of Cecilia V. Poczatek dated March 3, 1944 and recorded in Bristol County S.D. Registry of Deeds, book 876, page 193.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BOSTON COUNTY REGISTER OF DEEDS
MARTIN O'NEIL

BOSTON COUNTY REGISTER OF DEEDS
MARTIN O'NEIL

acting from said sale and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagee may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay to the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee thereon, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended, in case the mortgagee's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgage the same percentage on the debt hereby secured as it shall from time to time be required to pay on taxes thereon.

We, Josephine McFadden, wife of Thomas F. McFadden, and William Bryant, husband of Marion E. Bryant,

release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 23rd day of March in the year one thousand nine hundred and fifty-three.

Signed, sealed and delivered in presence of

[Signature]
[Signature]
[Signature]

Thomas F. McFadden
Marion E. Bryant
Josephine McFadden
William Bryant

Commonwealth of Massachusetts

Noted at New Bedford, March 23 1953
Then personally appeared the above-named Thomas F. McFadden and acknowledged the foregoing instrument to be his free act and deed.

before me-

[Signature]
Notary Public

My commission expires

7/15 1958

March 23

1953, at

5

o'clock and

5 P

minutes

P. M.

M. received and entered with Christie Co. (L.P.) Registry of

Deeds, lib. 1078

BOSTON COUNTY REGISTER OF DEEDS
MARTIN O'NEIL

BOSTON COUNTY REGISTER OF DEEDS
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BOSTON COUNTY REGISTER OF DEEDS
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BRISTOL COUNTY MASSACHUSETTS
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REGISTRY OF DEEDS

1/20/57
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11/13/57
1266-425

1078 438 1866
I, Jennie D. Unwin, married, of Fairhaven, Bristol County,
Commonwealth of Massachusetts,

for consideration paid grant to the FAIRHAVEN INSTITUTION FOR SAVINGS, a corporation established by authority
of the Commonwealth of Massachusetts and doing business at Fairhaven in the County of Bristol in said Commonwealth, with mort-
gage covenants to secure the payment of
TWO THOUSAND (\$2,000.) Dollars
payable as provided
in my note of even date, and also to secure the performance of all agreements herein contained, the land with the
buildings thereon situated in said Fairhaven, bounded and described as follows:

- WESTERLY by Scoticut Neck Road, two hundred seventeen (217) feet, more or less;
 - NORTHERLY by land now or formerly of A. and M. Dias and M. Cabral, et ux eleven hundred fourteen and 74/100 (1114.74) feet;
 - EASTERLY by Dyer's Cove, one hundred fifty (150) feet, more or less;
 - SOUTHERLY by land now or formerly of Mabel T. Refuse, et ali, and George S. Weaver, eleven hundred forty-five (1145) feet, more or less.
- Containing seven (7) acres, more or less.

Excepting from the above the land as described in a deed from me to Harold W. Richmond, et ux dated November 20, 1950, recorded in Bristol County S. D. Registry of Deeds, Book 1004, Page 103.

Being part of the premises conveyed to me by deed of Joseph A. Demers dated May 19, 1926, and recorded in Bristol County S.D. Registry of Deeds, book 633, pages 424-5, and deed of Mabel T. Refuse, et ali dated November 14, 1947, recorded in said Registry, book 938, page 570.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS

ASTON COUNTY REGISTER OF DEEDS

ASTON COUNTY REGISTER OF DEEDS

...as part of the realty, all portable or sectional buildings of any kind placed upon said premises and all fixtures, stoves, heaters, plumbing, gas and electric fixtures, screens, mantels, screen doors, storm doors and windows, cameras, gas burners and all other fixtures of whatever kind and nature at present or hereafter installed upon the granted premises in any manner which renders such articles usable in connection therewith, so far as the same can be by agreement of the parties hereto, be made a part of the realty.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale, and upon the further condition that the mortgagor shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

The mortgagor for the consideration aforesaid further covenants with the mortgagee as follows:— to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property hereinafter referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premiums thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale and the surrender of said policies the mortgagee in addition to the costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagor may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagor's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgages, the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon.

I, Charles E. Unwin, being husband of said grantor, release to the mortgagee all rights of ~~XXXX~~ dower, homestead and other interests in the granted premises.

WITNESS our hands and common seal - this 14th day of March in the year one thousand nine hundred and forty-three.

Signed, sealed and delivered in presence of

Raymond McPherson
Notary Public
Paul Cornell Howe
by C.F.W.

Jennie D. Unwin
Charles E. Unwin

Commonwealth of Massachusetts

Noted, at New Bedford, March 19th 1953

Then personally appeared the above-named Jennie D. Unwin and acknowledged the foregoing instrument to be her free act and deed.

before me—

Raymond McPherson
Notary Public

My commission expires Dec 5 1958

March 20 1953 at 9 o'clock and 17 minutes A.M.

Notary Public for Raymond McPherson Notary Public
Deeds, since 1978

ASTON COUNTY REGISTER OF DEEDS

ASTON COUNTY REGISTER OF DEEDS

ASTON COUNTY REGISTER OF DEEDS

439

ASTON COUNTY REGISTER OF DEEDS

ASTON COUNTY REGISTER OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
NEW BEDFORD

1078 440

1964

1369-399

We, Tetone P. Sylvia and Cecelia B. Sylvia, husband and wife, of New Bedford, Bristol County and Commonwealth of Massachusetts

for consideration paid grant to the FAIRHAVEN INSTITUTION FOR SAVINGS, a corporation established by authority of the Commonwealth of Massachusetts and doing business at Fairhaven in the County of Bristol in said Commonwealth, with mortgage covenants to secure the payment of

TWO THOUSAND (\$2,000.00) Dollars

in or within ten years *Adh.* from this date, with interest thereon, payable in monthly installments as provided in a note of even date, the land, with the buildings thereon situated in said New Bedford, bounded and described as follows:

- NORTHERLY by Peckham Road, therein measuring eighty (80) feet;
- EASTERLY by Lots 157 and 158 on plan hereinafter referred to, therein measuring two hundred (200) feet;
- SOUTHERLY by Lot 189 on said plan, therein measuring eighty (80) feet; and
- WESTERLY by Lots 147 and 148 on said plan, therein measuring two hundred (200) feet.

Being Lots 149-156 inclusive as shown on plan of Sylvan Park made by A.L. Eliot, Surveyor, dated June 15, 1900, and filed in Bristol County S.D. Registry of Deeds, plan book 3, page 8.

Excepting from the above premises four (4) feet which were taken for the widening of Peckham Road.

Being the same premises conveyed to us by deed of John Perry of even date to be recorded herewith.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
NEW BEDFORD

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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
NEW BEDFORD

BOSTON COUNTY
REGISTER OF DEEDS
BOSTON, MASS.

BOSTON COUNTY
REGISTER OF DEEDS
BOSTON, MASS.

as part of the realty, all portable or sectional buildings at any time placed upon said premises and all
stoves, heaters, plumbing, gas and electric fixtures, screens, mantels, screen doors, storm doors and
stoves, gas burners and all other fixtures of whatever kind and nature at present or hereafter installed in or upon
granted premises in any manner which renders such articles usable in connection therewith, and the same may
can by agreement of the parties hereto, be made a part of the realty.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory
power of sale and upon the further condition that the mortgagor shall pay to the mortgagee monthly, in addition to
all other payments hereinafter set forth, an amount equal to one-twelfth (1/12th) of the last annual tax bill covering
said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall become due,
and any balance due thereon shall be paid by the mortgagor as provided for in said statutory conditions; the amount
to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year, and upon the further
condition that the mortgagor shall carry such insurance on the mortgaged premises for the benefit of the mortgagee
as may from time to time be required by the mortgagee.

Failure to comply with the conditions under which this mortgage is written or failure to pay any of said install-
ments when the same become due notwithstanding any license or waiver of any prior breach of condition shall make the
whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

The mortgagor for the consideration aforesaid further covenants with the mortgagee as follows:—
to pay the amount of the promissory note or notes as aforesaid together with all costs which may be given in respect of
the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the
United States of America which at the time of payment is legal tender for the payment of public and private debts; not
to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances
for heating or lighting connected or used in connection therewith, or any property hereinafter referred to, without first
obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may
be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of
condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the
purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of
the land; that from the money arising from said sale and the surrender of said policies the mortgagee in addition to
all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it
for which it has not been reimbursed by the mortgagor may retain a commission of one (1%) per centum of the purchase
money for making said sale; to pay to the mortgagee upon demand any amounts expended by it in the payment of any taxes,
charges or assessments on the said premises or on the interest of the mortgagee thereon, or on the debt hereby secured or on the
interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and
payable, together with interest on amounts so expended; in case the mortgagor's loans or mortgages on real estate are not
exempt from taxation on the amount of its deposits to pay said mortgage the same percentage on the debt hereby secured as
it shall from time to time be required to pay as taxes thereon;

We, the said grantors, being husband and wife,
release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 24th day of
March in the year one thousand nine hundred and fifty-three.

Signed, sealed and delivered
in presence of
Raisa Howell Howe Cecilia B. Sylvia
to both Tetone P. Sylvia

Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 24th 1953. Then personally appeared
the above-named Tetone P. Sylvia and acknowledged the
foregoing instrument to be his free act and deed, before me—

Raisa Howell Howe
Notary Public
My commission expires Nov. 22nd 1957

Witness my hand and seal this 24th day of March 1953, at 10 o'clock and 45 minutes

W. H. [Signature] and [Signature] Civil Co. L.S.D. Registry of Deeds, Mass. 1078

BOSTON COUNTY
REGISTER OF DEEDS
BOSTON, MASS.

BOSTON COUNTY
REGISTER OF DEEDS
BOSTON, MASS.

BOSTON COUNTY
REGISTER OF DEEDS
BOSTON, MASS.

BOSTON COUNTY
REGISTER OF DEEDS
BOSTON, MASS.

1078 442

1882

We, Harry Prescott Hoxie and Frances M. Hoxie, husband and wife, of Fairhaven, Bristol County and Commonwealth of Massachusetts

for consideration paid grant to the FAIRHAVEN INSTITUTION FOR SAVINGS, a corporation established by authority of the Commonwealth of Massachusetts and doing business at Fairhaven in the County of Bristol in said Commonwealth, with mortgage covenants to secure the payment of

EIGHTY FIVE HUNDRED (\$8,500.00) Dollars

in or within twenty years *1882* from this date, with interest thereon, payable in monthly installments as provided in a note of even date, the land, with the buildings thereon situated in said Fairhaven, bounded and described as follows:

BEGINNING at the northeasterly corner thereof at the intersection of the southerly line of Union Street with the westerly line of William Street;

thence SOUTHERLY in said westerly line of William Street, sixty-five (65) feet to a stake;

thence WESTERLY by land now or formerly of Beatrice L. Quinn and in a line parallel with said southerly line of Union Street, one hundred (100) feet to a stake at land now or formerly of Lena Blum;

thence NORTHERLY by last named land sixty-five (65) feet to said southerly line of Union Street; and

thence EASTERLY in said southerly line of Union Street, one hundred (100) feet to the point of beginning.

Containing sixty-five hundred (6500) square feet, more or less.

Being the same premises conveyed to us by deed of Beatrice L. Quinn dated August 7, 1950 and recorded in Bristol County S.D. Registry of Deeds, book 997, page 56.

Bristol County Registry of Deeds (multiple stamps)

ASTON COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

ASTON COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

ASTON COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

ASTON COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

1078 443

ASTON COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

Including as part of the realty, all portable or sectional buildings at any time placed upon said premises and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, screens, mantels, screen doors, storm doors and windows, oil burners, gas burners, 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 the parties herein, be made a part of the realty.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale and upon the further condition that the mortgagor shall pay to the mortgagee monthly, in addition to all other payments hereinbefore set forth, an amount equal to one-twelfth (1/12th) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall become due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory conditions; the amount to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year, and upon the further condition that the mortgagor shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

Failure to comply with the conditions under which this mortgage is written or failure to pay any of said installments when the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

The mortgagor for the consideration aforesaid furthermore covenants with the mortgagee as follows:— to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property hereinafter referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the

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ASTOR COUNTY
REGISTRY OF DEEDS
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ASTOR COUNTY
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1078 44

purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagor may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay to the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgage therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagor's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgages the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon;

We, the said grantors, being husband and wife,

release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 19th day of March in the year one thousand nine hundred and fifty-three.

Signed, sealed and delivered in presence of

Alfred Robert Crane
Notary Public

Harry Prescott Hoxie
Francis M. Hoxie

Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 19 1953. Then personally appeared the above-named Harry Prescott Hoxie and acknowledged the foregoing instrument to be his free act and deed, before me.

Alfred Robert Crane Notary Public
My commission expires 7/15 1958

March 20 1953, at 11 o'clock and 47 minutes P.M.

Received and entered with Bristol Co. (124) Registry of Deeds, Bk 1078

folio 442

ASTOR COUNTY
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ASTOR COUNTY
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ASTOR COUNTY
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PREVENT ONLY

1924

We, Frank Coons, Jr. and Jeannette Coons, husband and wife of New Bedford, Bristol County, Commonwealth of Massachusetts,

for consideration paid grant to the NEW BEDFORD INSTITUTION FOR SAVINGS, a corporation established by authority of the Commonwealth of Massachusetts and doing business at New Bedford in the County of Bristol in said Commonwealth, with mortgage coupons to secure the payment of ONE THOUSAND FIVE HUNDRED (\$1,500.) Dollars

in or within ten years, XXXXX from this date, with interest thereon, payable in monthly installments as provided in a note of even date, the land with the buildings thereon, situated in said New Bedford, being lots numbered 62 and 63 on plan of The Paige Home Sites, filed in Bristol County S. D. Registry of Deeds, Plan Book 25, Page 105, bounded and described as follows:

BEGINNING at a point in the south line of Westland Street which point is distant therein, one hundred (100) feet westerly from the intersection of said south line of Westland Street with the west line of Bartlett Street;

thence WESTERLY in said south line of Westland Street, one hundred eight and 67/100 (108.67) feet to land of owners unknown;

thence SOUTHERLY in line of last named land, seventy-six (76) feet to land of owners unknown;

thence EASTERLY in line of last named land, eighty-seven and 58/100 (87.58) feet to lot numbered sixty-one on said plan; and

thence NORTHERLY in line of last named lot, seventy-five and 90/100 (75.90) feet to the point of beginning.

Containing twenty-seven and 9/100 (27.09) square rods, more or less.

Being the same premises conveyed to us by deed of Americo Gonsalves, et ux dated July 14, 1952, recorded in Bristol County S. D. Registry of Deeds, Book 1056, Page 87.

Recd
5/22/54
12513P

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY ONLY

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BRISTOL COUNTY MASSACHUSETTS
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ASTORIA COUNTY REGISTER OF DEEDS
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1074 446

Including as part of the realty, all portable or sectional buildings at any time placed upon said premises and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, screens, mirrors, screen doors, storm doors and windows, oil burners, gas burners 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 the parties hereto, be made a part of the realty.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale, and upon the further condition that the mortgagor shall pay to the mortgagee monthly, if requested by the mortgagee, in addition to all other payments heretofore set forth, an amount equal to one-twelfth (1/12th) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall come due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory condition; the amount to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year, and upon the further condition that the mortgagor shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

Failure to comply with the conditions under which this mortgage is written or failure to pay any of said installments when the same become due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

The mortgagor for the consideration aforesaid heretofore covered with the mortgagee as follows:-
to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property heretofore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale

BOSTON COUNTY REGISTER DEEDS DEPARTMENT ONLY

BOSTON COUNTY REGISTER DEEDS DEPARTMENT ONLY

and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagee B may retain a commission of one (1%) per centum of the purchase money for making said sale, to pay to the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagee's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgage the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon. The mortgagors also agree to pay the real estate taxes monthly.

We, the said grantors, being husband and wife, release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 23rd day of March in the year one thousand nine hundred and fifty-three.

Signed, sealed and delivered in presence of
[Signature: Alfred P. Coons] [Signature: Frank Coons, Jr.]
[Signature: J. H.] [Signature: Jeanette Coons]

Commonwealth of Massachusetts

Notary at New Bedford, Mar 23 19 53
Then personally appeared the above-named Frank Coons, Jr.
and acknowledged the foregoing instrument to be his free act and deed.

before me Notary Public
My commission expires 7/8 1958

March 23 1953 at 11 o'clock and 25 minutes A. M.
received and entered with Bristol Co. (L.P.) Registry of Deeds, lib 1078

BOSTON COUNTY REGISTER DEEDS DEPARTMENT ONLY

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BRISTOL COUNTY MASS
REGISTER OF DEEDS
PROPERTY ONLY

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REGISTER OF DEEDS
PROPERTY ONLY

1078 443

1921

We, Normand St. Gelais and Rita J. St. Gelais, husband and wife, of New Bedford, Bristol County, Commonwealth of Massachusetts,

for consideration paid grant to the NEW BEDFORD INSTITUTION FOR SAVINGS, a corporation established by authority of the Commonwealth of Massachusetts and doing business at New Bedford in the County of Bristol in said Commonwealth, with mortgage covenants to secure the payment of

SEVENTY EIGHT HUNDRED Dollars

to or within twenty (20) years, ~~beginning~~ from this date, with interest thereon, payable in monthly

installments as provided in a note of even date, the land with the buildings thereon, situated in said New Bedford, bounded and described as follows:

BEGINNING at the northwest corner thereof at a point in the south line of Belleville Road distant easterly therein one hundred forty-three (143) feet from its intersection with the east line of North Front Street;

thence EASTERLY in said south line of Belleville Road, forty-seven (47) feet;

thence SOUTHERLY ninety-one (91.25) feet;

thence WESTERLY forty-seven (47) feet to land now or formerly of one Powers; and

thence NORTHEASTLY in line of last named land ninety-one and 31/100 (91.31) feet to said south line of Belleville Road and point of beginning.

Containing fifteen and 75/100 (15.75) square rods, more or less.

Being the same premises conveyed to us by deed of Frederica St. Gelais, of even date to be recorded herewith.

Living
10/24/66
1537-716

BRISTOL COUNTY MASS
REGISTER OF DEEDS
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PROPERTY ONLY

including as part of the realty, all portable or sectional buildings at any time placed upon said premises and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, screens, marshes, screen doors, storm doors and windows, oil burners, gas burners 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 the parties hereto, be made a part of the realty.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale, and upon the further condition that the mortgagor shall pay to the mortgagee monthly, if requested by the mortgagee, in addition to all other payments hereinafter set forth, an amount equal to one-twelfth (1/12th) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall come due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory conditions; the amount to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year, and upon the further condition that the mortgagor shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

Failure to comply with the conditions under which this mortgage is written or failure to pay any of said installments when the same become due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

The mortgagor for the consideration aforesaid further covenants with the mortgagee as follows:-

to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property hereinafter referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale

1078 449

BOSTON COUNTY
REGISTER OF DEEDS
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PROPERTY ONLY

1078 450

and the sum of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagee may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay to the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagee's loans on mortgage on real estate are not exempt from taxation on the amount of its deposits to pay said mortgage the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon; Any provisions of the note hereby secured, or of this mortgage or other instruments executed in connection with the debt hereby secured, that shall be contrary to the Servicemen's Readjustment Act as amended or to the regulations thereunder shall be null and void to the extent that such provisions are so contrary.

We, the said grantors, being husband and wife, release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 23rd day of March in the year one thousand nine hundred and fifty-three.

Signed, sealed and delivered in presence of

Doris Lowell Hows
for both

Normand St. Gelais
Paul J. St. Gelais

Commonwealth of Massachusetts

Noted, at

New Bedford, March 23rd 1953

Then personally appeared the above-named Normand St. Gelais and acknowledged the foregoing instrument to be his free act and deed.

before me-

Doris Lowell Hows
Notary Public
My commission expires Nov. 22nd 1957

March 23 1953, at 10 o'clock and 59 minutes A. M.
received and entered with Bristol Co. (L.D.) Registry of Deeds, lib. 1078
file 448

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1901

1901

We, Norman M. Jupin and Ernest J. Jupin, both unmarried and both of Dartmouth, Bristol County, Commonwealth of Massachusetts,

for consideration paid grant to the NEW BEDFORD INSTITUTION FOR SAVINGS, a corporation established by authority of the Commonwealth of Massachusetts and doing business at New Bedford in the County of Bristol in said Commonwealth, with mortgage contracts to secure the payment of

FOUR THOUSAND (\$4,000.) Dollars

in or within nineteen years, nine months from this date, with interest thereon, payable in monthly installments as provided in a note of even date, the land with the buildings thereon, situated in said New Bedford, bounded and described as follows:

BEGINNING at the intersection of the north line of Aquidneck Street with the west line of contemplated Teresa Street;

thence NORTHERLY in said west line of contemplated Teresa Street, one hundred sixty-eight and 29/100 (168.29) feet;

thence WESTERLY by other land of Aloysius Westby, ninety (90) feet;

thence SOUTHERLY by other land of Aloysius Westby in a line parallel with and ninety (90) feet distant westerly from said west line of contemplated Teresa Street, one hundred fifty-three and 88/100 (153.88) feet to said north line of Aquidneck Street;

thence EASTERLY in said north line of Aquidneck Street, ninety-one and 14/100 (91.14) feet to the point of beginning.

Being the same premises conveyed to us by deed of Camilo Costa, et ux dated February 17, 1953, recorded in Bristol County S. D. Registry of Deeds, Book 1075, Page 384.

12/5/55
1167-56

BRISTOL COUNTY MASS
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1071 452

Including as part of the realty, all portable or sectioned buildings at any time placed upon said premises and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, screens, mantels, screen doors, storm doors and windows, oil burners, gas burners 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, as far as the same are or can be by agreement of the parties hereto, be made a part of the realty.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale, and upon the further condition that the mortgagor shall pay to the mortgagee monthly, if requested by the mortgagee, in addition to all other payments heretofore set forth, an amount equal to one-twelfth (1/12th) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall come due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory conditions; the amount to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year, and upon the further condition that the mortgagor shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

Failure to comply with the conditions under which this mortgage is written or failure to pay any of said installments when the same become due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

The mortgagor for the consideration aforesaid hereunto consent with the mortgagee as follows:— to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property heretofore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale

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ASTON COUNTY REGISTER OF DEEDS
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MAINTAIN ONLY

and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagee may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay to the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagee's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgage the same percentage on the debt hereby secured as it shall from time to time be required to pay on taxes thereon;

WITNESS our hands and common seal this 21st day of March in the year one thousand nine hundred and fifty-three.

Signed, sealed and delivered in presence of

Davis Cowell Howes
to both

Norman M. Jupin
Ewert J. Jupin

Commonwealth of Massachusetts

Noted, at New Bedford, March 21st 1953.

Then personally appeared the above-named Norman M. Jupin and acknowledged the foregoing instrument to be his free act and deed.

before me-

Davis Cowell Howes
Notary Public

My commission expires Nov. 22nd 1957

made 1953, at 8 o'clock and 50 minutes A. M.
received and entered with Bristol Co. (L.D.) Registry of Deeds, Mar 10 1953
folio 451

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ASTON COUNTY REGISTER OF DEEDS
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BRISTOL COUNTY MASS
REGISTER OF DEEDS
PREPARED ONLY

1078 454

1982

We, Myron D. Warden and Ruth L. Warden, husband and wife, of New Bedford, Bristol County and Commonwealth of Massachusetts

for consideration paid grant to the NEW BEDFORD INSTITUTION FOR SAVINGS, a corporation established by authority of the Commonwealth of Massachusetts and doing business at New Bedford in the County of Bristol in said Commonwealth, with mortgage covenants to secure the payment of

TWELVE THOUSAND FIVE HUNDRED (\$12,500.00) Dollars
is or within twenty years, *beginning* from this date, with interest thereon, payable in monthly

installments as provided in a note of even date, the land with the buildings thereon, situated in said New Bedford, bounded and described as follows:

BEGINNING at the southwesterly corner of this lot at a point in the easterly line of Rockdale Avenue, two hundred forty-nine and 30/100 (249.30) feet north from the north line of Court Street;

thence NORTHERLY in said easterly line of Rockdale Avenue, forty-eight (48) feet;

thence EASTERLY about ninety-three and 80/100 (93.80) feet to the west line of Francis Street;

thence SOUTHERLY in said west line of Francis Street, forty-eight (48) feet to land now or formerly of one Russell; and

thence WESTERLY in line of said Russell land about ninety-three and 67/100 (93.67) feet to said easterly line of Rockdale Avenue and the point of beginning.

Containing sixteen and 52/100 (16.52) square rods, more or less.

Being the same premises conveyed to us by deed of Maurice R. Robinson, Trustee of even date to be recorded herewith.

Dec. 21/26/60
1320-553

BRISTOL COUNTY MASS
REGISTER OF DEEDS
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ASTORIA COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

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ASTORIA COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

ASTORIA COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

ASTORIA COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

Including as part of the realty, all portable or sectional buildings at any time placed upon said premises and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, covers, screens, screen doors, storm doors and windows, oil burners, gas burners 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 the parties hereto, be made a part of the realty.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale, and upon the further condition that the mortgagor shall pay to the mortgagee monthly, if requested by the mortgagee, in addition to all other payments hereinafter set forth, an amount equal to one-twelfth (1/12th) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall come due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory conditions; the amount to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year, and upon the further condition that the mortgagor shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

Failure to comply with the conditions under which this mortgage is written or failure to pay any of said installments when the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

The mortgagor for the consideration aforesaid further covenants with the mortgagee as follows: to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property hereinafter referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale

ASTORIA COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

ASTORIA COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

ASTOR COUNTY REGISTER OF DEEDS
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PREVENTIVE ONLY

1078 456

and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagee may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay to the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagee's loss on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgage the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon. Any provisions of the note hereby secured, or of this mortgage or other instruments executed in connection with the debt hereby secured, that shall be contrary to the Servicemen's Readjustment Act as amended or to the regulations thereunder shall be null and void to the extent that such provisions are so contrary.

We, the said grantors, being husband and wife,
release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 24th day of
March in the year one thousand nine hundred and fifty-three.

Signed, sealed and delivered
in presence of

Alfred Robert Cove
[Signature]

Myron D. Marder
[Signature]

Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 24 1953.

Then personally appeared the above-named Myron D. Marder
and acknowledged the foregoing instrument to be his free act and deed.

Alfred Robert Cove
Notary Public

before me-

My commission expires

7/10 1958

March 24 1953 at 3 o'clock and 9 minutes P. M.
received and entered with [Signature] Registry of Deeds, No. 1098

ASTOR COUNTY REGISTER OF DEEDS
PREVENTIVE ONLY

ASTOR COUNTY REGISTER OF DEEDS
PREVENTIVE ONLY

ASTOR COUNTY REGISTER OF DEEDS
PREVENTIVE ONLY

ASTOR COUNTY REGISTER OF DEEDS
PREVENTIVE ONLY

2007

We, Peter W. Pilat and Stefanie Pilat, husband and wife of Fairhaven, Bristol County, Commonwealth of Massachusetts

for consideration paid grant to the NEW BEDFORD INSTITUTION FOR SAVINGS, a corporation established by authority of the Commonwealth of Massachusetts and doing business at New Bedford in the County of Bristol in said Commonwealth, with mortgage contracts to secure the payment of

THREE THOUSAND (\$3,000.00) Dollars

in or with fifteen years, from this date, with interest thereon, payable in monthly installments as provided in a note of even date, the land with the buildings thereon, situated in Acushnet, said County and Commonwealth, bounded and described as follows:

PARCEL ONE:

Being Lots 6 and 7 on plan of land owned by Norman G. Sivigny, Acushnet, Mass., made by Frank M. Metcalf, C.E. dated June, 1910, filed in Bristol County S.D. Registry of Deeds, plan book 14, page 78.

BEGINNING at a point in the south line of Lawson Avenue, distant one hundred ninety-eight and 45/100 (198.45) feet from the intersection of said south line of Lawson Avenue with the east line of Fairhaven Road as shown on said plan, and at the northeast corner of Lot No. 5 as shown on said plan;

thence EASTERLY in said south line of Lawson Avenue, eighty (80) feet to Lot No. 8 as shown on said plan;

thence SOUTHERLY in line of said Lot No. 8 as shown on said plan, ninety (90) feet to Lot No. 17 as shown on said plan;

thence WESTERLY in line of Lot No. 17 and Lot No. 16 as shown on said plan, eighty (80) feet to Lot No. 5 as shown on said plan;

thence NORTHERLY in line of said Lot No. 5 ninety (90) feet to the said south line of Lawson Avenue and the place of beginning.

Containing twenty-six and 44/100 (26.44) square rods, more or less.

Being the same premises conveyed to us by deed of Arthur G. LeBlanc, et ux dated March 13, 1950 and recorded in Bristol County S.D. Registry of Deeds, book 981, page 12.

PARCEL TWO:

BEGINNING at a point in the southerly line of Lawson Avenue, two hundred seventy-eight and 45/100 (278.45) feet easterly from the easterly line of South Main Street;

thence running EASTERLY by said southerly line of Lawson Avenue, eighty (80) feet to Lot No. 10 as shown on plan hereinafter referred to;

thence SOUTHERLY by said Lot No. 10, ninety (90) feet;

thence turning and running WESTERLY by Lots No. 18 and 19 as shown on said plan, eighty (80) feet;

thence turning and running by Lot No. 7 as shown on said plan, ninety (90) feet to the point of beginning.

Containing twenty-six and 44/100 (26.44) square rods, more or less.

Being Lots No. 8 and 9 as shown on plan of land owned by Norman G. Sivigny, Acushnet, Massachusetts, Frank M. Metcalf, C.E., dated June, 1910, and filed in Bristol County S.D. Registry of Deeds, plan book 14, page 78.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED FROM BEING RECORDED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED FROM BEING RECORDED

BRISTOL COUNTY
REGISTER OF DEEDS
BRYANT

BRISTOL COUNTY
REGISTER OF DEEDS
BRYANT

Being the same premises conveyed to us by deed of Emilie Pines dated March 13, 1950 and recorded in Bristol County S.D. Registry of Deeds, book 981, page 11.

Including as part of the realty, all portable or sectional buildings at any time placed upon said premises and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, screens, mantels, screen doors, storm doors and windows, oil burners, gas burners 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 the parties hereto, be made a part of the realty.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale, and upon the further condition that the mortgagor shall pay to the mortgagee monthly, if requested by the mortgagee, in addition to all other payments heretofore set forth, an amount equal to one-twelfth (1/12th) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall come due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory conditions; the amount to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year, and upon the further condition that the mortgagor shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

Failure to comply with the conditions under which this mortgage is written or failure to pay any of said installments when the same become due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

The mortgagor for the consideration aforesaid further covenants with the mortgagee as follows:-
to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property heretofore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premiums thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale

BRISTOL COUNTY
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REGISTER OF DEEDS
BRYANT

WILSON COUNTY REGISTER OF DEEDS PREVENTED BY

WILSON COUNTY REGISTER OF DEEDS PREVENTED BY

and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagor may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay to the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagee's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgagee the same percentage on the debt hereby secured as it shall from time to time be required to pay in taxes thereon;

We, the said grantors, being husband and wife,

do hereby convey to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 25th day of March in the year one thousand nine hundred and fifty-three.

Signed, sealed and delivered in presence of

Alfred Robert Currier
John

Peter W. Pilat
Stephanie Pilat

WILSON COUNTY REGISTER OF DEEDS PREVENTED BY

WILSON COUNTY REGISTER OF DEEDS PREVENTED BY

WILSON COUNTY REGISTER OF DEEDS PREVENTED BY

Commonwealth of Massachusetts

Noted, at New Bedford, March 25 1953
Then personally appeared the above-named Peter W. Pilat
and acknowledged the foregoing instrument to be his free act and deed.

Alfred Robert Currier
Notary Public

before me My commission expires 7/8-1958
March 25, 1953 at 2 o'clock and 57 minutes P.M.
received and entered with Bristol Co. (S.D.) Registry of Deeds, Book 1478
file 457

WILSON COUNTY REGISTER OF DEEDS PREVENTED BY

WILSON COUNTY REGISTER OF DEEDS PREVENTED BY

BRISTOL COUNTY MASS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASS
REGISTER OF DEEDS
PROPERTY ONLY

1078 460 1969

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2/17/69
1542-581

We, Zaven Mikaelian and Helen Mikaelian, husband and wife,
of Dartmouth, Bristol County, Commonwealth of Massachusetts,

for consideration paid grant to the NEW BEDFORD FIVE CENTS SAVINGS BANK, a corporation established by
authority of the Commonwealth of Massachusetts and doing business at New Bedford in the County of Bristol in said
Commonwealth, with mortgage covenants to secure the payment of

EIGHTY FIVE HUNDRED (\$8,500.) Dollars

in or within twenty years ~~XXXXXX~~ from this date, with interest thereon, payable in monthly
installments as provided in a note of even date, the land, with the buildings thereon situated in New Bedford,
said County, Commonwealth, bounded and described as follows:

BEGINNING at the northwesterly corner thereof at a point in
the east line of Clover Street, ninety-four (94) feet distant therein
southerly from its intersection with the south line of Allen Street;

thence SOUTHERLY in said east line of Clover Street, seventy-
eight and 89/100 (78.89) feet to land now or formerly of Emma J. Tripp
and Henry H. Crapo;

thence EASTERLY in line of last named land, seventy (70) feet
to land now or formerly of August Dutra;

thence NORTHERLY in line of last named land and land now or
formerly of Joseph Roderick and land now or formerly of John Enos,
seventy-eight and 89/100 (78.89) feet to land now or formerly of Henry
H. Crapo, et al;

thence WESTERLY in line of last named land, seventy (70) feet
to said east line of Clover Street and point of beginning.

Containing twenty and 28/100 (20.28) square rods, more or
less.

Being the same premises conveyed to us by deed of Jose A.
Bonio, et ux of even date to be recorded herewith.

BRISTOL COUNTY MASS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASS
REGISTER OF DEEDS
PROPERTY ONLY

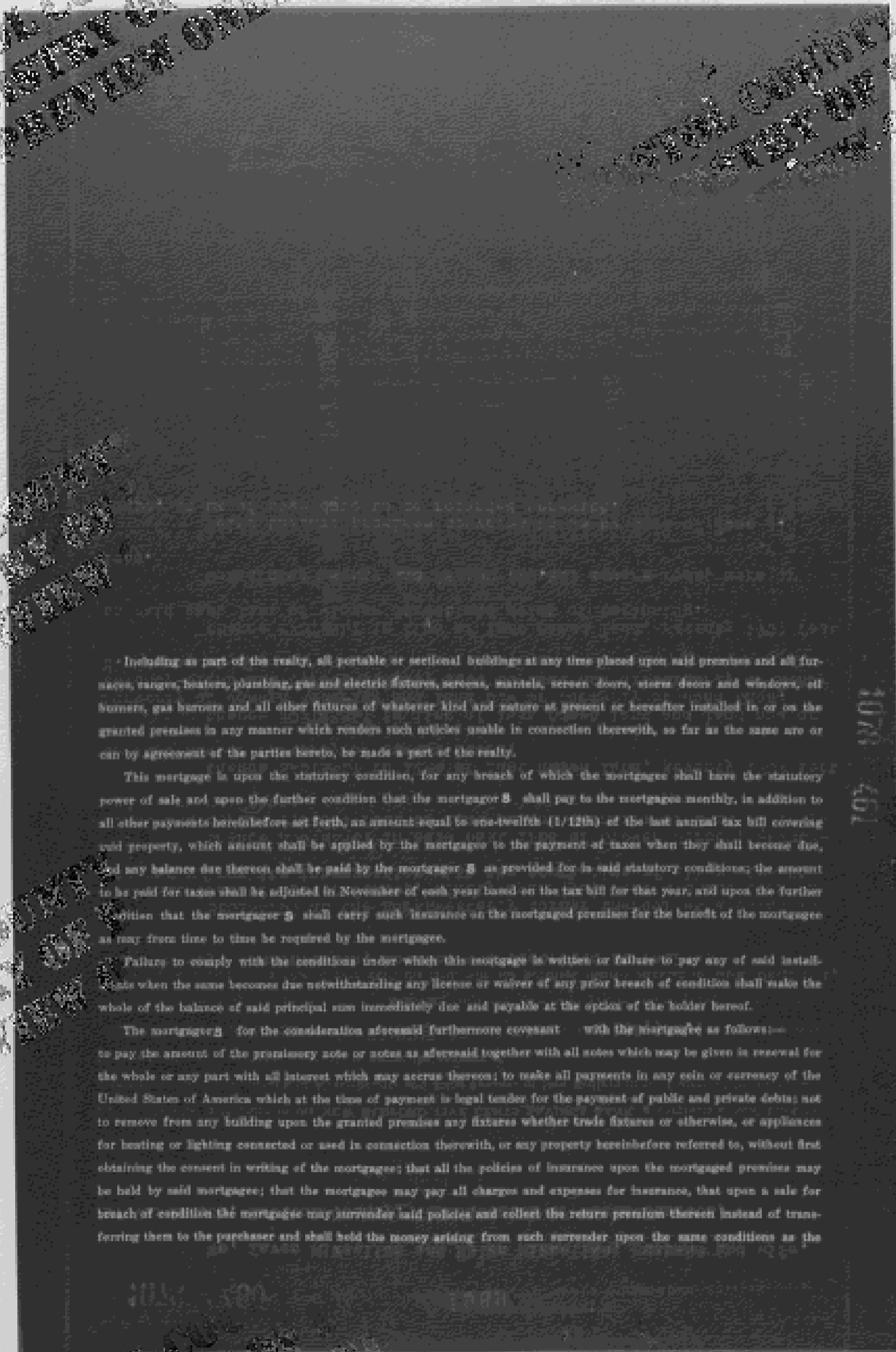
BRISTOL COUNTY MASS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASS
REGISTER OF DEEDS
PROPERTY ONLY

ASTORIA COUNTY REGISTERED DEEDS PREPARED ONLY

ASTORIA COUNTY REGISTERED DEEDS PREPARED ONLY

ASTORIA COUNTY REGISTERED DEEDS PREPARED ONLY



Including as part of the realty, all portable or sectional buildings at any time placed upon said premises and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, screens, mantels, screen doors, storm doors and windows, all burners, gas burners 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 the parties hereto, be made a part of the realty.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale and upon the further condition that the mortgagor shall pay to the mortgagee monthly, in addition to all other payments hereinbefore set forth, an amount equal to one-twelfth (1/12th) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall become due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory conditions; the amount to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year, and upon the further condition that the mortgagor shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

Failure to comply with the conditions under which this mortgage is written or failure to pay any of said installments when the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

The mortgagor for the consideration aforesaid furthermore covenants with the mortgagee as follows:— to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property hereinbefore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance, that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the

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ASTORIA COUNTY REGISTERED DEEDS PREPARED ONLY

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ASTORIA COUNTY REGISTERED DEEDS PREPARED ONLY

ASTORIA COUNTY REGISTERED DEEDS PREPARED ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
REVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
REVIEW ONLY

1078 462

money arising from the sale of the land; that from the money arising from said sale and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagor g. may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay to the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagee's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgages the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon; Any provisions of the note hereby secured, or of this mortgage or other instruments executed in connection with the debt hereby secured, that shall be contrary to the Servicemen's Readjustment Act as amended or to the regulations thereunder shall be null and void to the extent that such provisions are so contrary.

We, the said grantors, being husband and wife, release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 24th day of March in the year one thousand nine hundred and fifty-three.

Signed, sealed and delivered in presence of

Robert Love
Notary Public

Zaven Mikaelian
Nelva Mikaelian

Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 24 1953. Then personally appeared the above-named Zaven Mikaelian and acknowledged the foregoing instrument to be his free act and deed, before me.

Robert Love Notary Public.
My commission expires 7/18 1958

March 24, 1953 at 11 o'clock and 2 minutes

M. Received and entered with Bristol Co. (V.D.) Registry of Deeds, libro 1078

folio 462

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
REVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
REVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
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BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
REVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

1878

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1896

1878 463

We, Robert Foster and Olivia Foster, husband and wife, of New Bedford, Bristol County, Commonwealth of Massachusetts,

for consideration paid grant to the NEW BEDFORD FIVE CENTS SAVINGS BANK, a corporation established by authority of the Commonwealth of Massachusetts and doing business at New Bedford in the County of Bristol in said Commonwealth, with mortgage covenants to secure the payment of

SEVENTY THREE HUNDRED AND FIFTY (\$7,350) Dollars

is or within TWENTY years months from this date, with interest thereon, payable in monthly installments as provided in a note of even date, the land, with the buildings thereon situated in Dartmouth, said County and Commonwealth, bounded and described as follows:

BEGINNING at the northeast corner of the land to be mortgaged, at a point in the south line of Cove Road and at the northwest corner of land now or formerly of one Christia;

thence WESTERLY in said south line of Cove Road, forty (40) feet to land now or formerly of Mary Ziebsa;

thence SOUTHERLY in the east line of said Ziebsa land seventy-six and 17/100 (76.17) feet;

thence EASTERLY thirty-nine and 84/100 (39.84) feet to said Christia land; and

thence NORTHERLY in the west line of said Christia land, seventy-four and 23/100 (74.23) feet to the point of beginning.

Being the same premises conveyed to us by deed of Leona S. Lemieux, to be recorded herewith.

Order of
notice to
Foreclose
5/16/60
1312-335

Dis
4/13/64
1441-448

FOR COPY
BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

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BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

WISCONSIN COUNTY REGISTER OF DEEDS PREVIEW ONLY

WISCONSIN COUNTY REGISTER OF DEEDS PREVIEW ONLY

WISCONSIN COUNTY REGISTER OF DEEDS PREVIEW ONLY

WISCONSIN COUNTY REGISTER OF DEEDS PREVIEW ONLY

WISCONSIN COUNTY REGISTER OF DEEDS PREVIEW ONLY

WISCONSIN COUNTY REGISTER OF DEEDS PREVIEW ONLY

1073-464

Including as part of the realty, all portable or sectional buildings at any time placed upon said premises and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, screens, mantels, screen doors, storm doors and windows, all burners, gas burners 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 the parties herein, be made a part of the realty.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale and upon the further condition that the mortgagor shall pay to the mortgagee monthly, in addition to all other payments hereinbefore set forth, an amount equal to one-twelfth (1/12th) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall become due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory conditions; the amount to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year, and upon the further condition that the mortgagor shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

Failure to comply with the conditions under which this mortgage is written or failure to pay any of said installments when the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

The mortgagor for the consideration aforesaid furthermore covenants with the mortgagee as follows:— to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property hereinbefore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance, that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the

WISCONSIN COUNTY REGISTER OF DEEDS PREVIEW ONLY

WISCONSIN COUNTY REGISTER OF DEEDS PREVIEW ONLY

ASTOR COUNTY REGISTER OF DEEDS
PATERSON ONLY

ASTOR COUNTY REGISTER OF DEEDS
PATERSON ONLY

ASTOR COUNTY REGISTER OF DEEDS
PATERSON ONLY

ASTOR COUNTY REGISTER OF DEEDS
PATERSON ONLY

ASTOR COUNTY REGISTER OF DEEDS
PATERSON ONLY

1078 463

money arising from the sale of the land; that from the money arising from said sale and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagor may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay to the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgage therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagee's loans or mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgages the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon; Any provisions of the note hereby secured, or of this mortgage or other instruments executed in connection with the debt hereby secured, that shall be contrary to the Servicemen's Readjustment Act as amended or to the regulations thereunder shall be null and void to the extent that such provisions are so contrary.

We, the said grantors, being husband and wife, release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 21st day of March in the year one thousand nine hundred and fifty three.

Signed, sealed and delivered in presence of

Alfred Robert Cove
hall

Robert Foster
Olivia Foster

Commonwealth of Massachusetts

Histed, at New Bedford, March 21 1953. Then personally appeared the above-named Robert Foster and acknowledged the foregoing instrument to be his free act and deed, before me—

Alfred Robert Cove Notary Public.
My commission expires 7/8 1958

March 20 1953, at 8 o'clock and 32 minutes PM.

M. Received and entered with Cruise Co. L.P. Registry of Deeds, Book 78
folio 463

ASTOR COUNTY REGISTER OF DEEDS
PATERSON ONLY

ASTOR COUNTY REGISTER OF DEEDS
PATERSON ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIEW ONLY

4/26/56
B.1179
P.361

1078 466 2001

I, Amy R. Hutchinson in the exercise of the power given me in a deed from Morris P. Fox and Victor W. Smith dated July 1, 1947 and recorded with Bristol County S. D. Registry of Deeds book 932, page 86, of New Bedford Bristol County, Massachusetts, being unmarried, for consideration paid, grant to the ACUSHNET CO-OPERATIVE BANK, situated in New Bedford, Bristol County, Massachusetts, with MORTGAGE COVENANTS to secure the payment of three thousand Dollars in or within fifteen years from this date, with interest thereon, payable in regular consecutive monthly payments during the term of this mortgage (which payments shall be first applied to interest and the balance thereafter remaining applied to principal) all as provided in my note of even date, the land, with the buildings thereon, situated in said New Bedford, bounded and described as follows:

Beginning at the southeasterly corner thereof at the intersection of the northerly line of Maitland Street with the westerly line of Cedar Street; thence westerly in said northerly line of Maitland Street sixty six and 50/100 (66.50) feet to land now or formerly of Charles H. Boynton; thence northerly by said Boynton land fifty seven and 60/100 (57.60) feet; thence easterly sixty six and 50/100 (66.50) feet to the westerly line of Cedar Street; and thence southerly therein fifty seven and 60/100 (57.60) feet to the point of beginning. Containing fourteen and 7/100 (14.07) square rods, more or less.

Together with a right of way over land adjoining on the west, and subject to a right of way, both described in a deed from Rosenna Sleight to Charles Boynton, dated September 7, 1932, recorded in said Registry of Deeds book 720, page 370.

Being the premises conveyed by Morris P. Fox and Victor W. Smith by the deed hereinbefore described.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
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BRISTOL COUNTY MASSACHUSETTS
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BRISTOL COUNTY MASSACHUSETTS
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PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVIEW ONLY

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REGISTER OF DEEDS
PREVIEW ONLY

Including as part of the realty, all portable or sectional buildings at any time placed on said premises, and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, screens, mantels, door knobs, door doors and windows, oil burners, gas burners and all other fixtures of whatever kind and nature now 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.

This mortgage is upon the statutory condition and upon the further condition that the provisions of General Laws Chapter 170 Sections 36A, 36B, 36C and 36D (Acts of 1941, Chapter 293) and any amendments thereof shall at all times be complied with and upon the further condition that the mortgagor shall pay to the mortgagee monthly, in addition to all other payments heretofore set forth, an amount equal to one-twelfth (1/12) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall become due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory condition; the amount to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year.

This mortgage is upon the statutory condition, and upon the further condition that the mortgagor will keep the improvements now existing or hereafter erected on the mortgaged premises insured as may be required from time to time by the mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as it may require.

Failure to comply with the conditions under which this mortgage is written or failure to make any of the payments as required in the note secured hereby within thirty (30) days from the date when the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

The holder hereof shall have the STATUTORY POWER OF SALE for any breach of any of the conditions or provisions of this mortgage or the note secured hereby.

_____ Husband of said mortgagor
_____ wife

release to the mortgagee all rights of tenancy by the entirety and other interests in the mortgaged premises, dower and homestead

Witness my hand and seal this 25th day of March 1953

Witness
Merton C Fisher

Amy R Hutchinson

The Commonwealth of Massachusetts

Bristol New Bedford, March 25, 1953

Then personally appeared the above named Amy R. Hutchinson

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

Merton C Fisher
Notary Public - State of the Mass

My Commission Expires Dec. 8, 1955

and recorded on 25 1953 at 12:02 & 14 min. P. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTER OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTER OF DEEDS
PREVIEW ONLY

Discharge
9/1/60
1321.208

1078 468

1918

I, John E. Moniz, _____
of New Bedford _____ Bristol _____ County, Massachusetts,
being unmarried, for consideration paid, grant to the ACUSHNET CO-OPERATIVE BANK, situated in
New Bedford, Bristol County, Massachusetts, with MORTGAGE COVENANTS to secure the payment of
_____ twenty six hundred _____ Dollars
in or within _____ fifteen _____ years from this date, with interest thereon, payable in regular consecutive
monthly payments during the term of this mortgage (which payments shall be first applied to interest and the
balance thereafter remaining applied to principal) all as provided in _____ BY _____ note of even date,
the land, with the buildings thereon, situated in said New Bedford, bounded and described
as follows:

Beginning at the northwest corner of said lot at the
southwest corner of land formerly of Daniel W. Baker and at
a point in the east line of Pleasant Street, formerly Fifth
Street; thence easterly in line of said Baker land and land
now or formerly of St. Luke's Hospital one hundred two and
38/100 (102.38) feet to land now or formerly of Henry
Bouthillette; thence southerly in line of last named land
fifty nine and 82/100 (59.82) feet to land formerly of George
W. Gay; thence westerly in line of last named land about one
hundred two and 18/100 (102.18) feet to said east line of
Pleasant Street; and thence northerly in said east line of
Pleasant Street fifty nine and 6/10 (59.6) feet to the point
of beginning. Containing twenty one and 35/100 (21.35) rods,
more or less.

Being the premises conveyed to me by Joseph Langlois by
deed dated May 22, 1945 recorded in Bristol County S. D.
Registry of Deeds book 895, page 444.

BRISTOL COUNTY MASS.
REGISTER OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTER OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTER OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTER OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTER OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PREVIEW ONLY

Including as part of the realty, all portable or sectional buildings at any time placed on said premises and all fences, ranges, heaters, plumbing, gas and electric fixtures, screens, mantels, shutters, awnings, doors and windows, oil burners, gas burners and all other fixtures of whatever kind and nature to be 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.

This mortgage is upon the statutory condition and upon the further condition that the provisions of General Laws Chapter 170 Sections 46-A, B, C, and D (Acts of 1944, Chapter 293) and any amendments thereof shall at all times be complied with and upon the further condition that the mortgagor shall pay to the mortgagee monthly, in addition to all other payments hereinbefore set forth, an amount equal to one-twelfth (1/12) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall become due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory condition; the amount to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year.

This mortgage is upon the statutory condition, and upon the further condition that the mortgagee will keep the improvements now existing or hereafter erected on the mortgaged premises insured as may be required from time to time by the mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as it may require.

Failure to comply with the conditions under which this mortgage is written or failure to make any of the payments as required in the note secured hereby within thirty (30) days from the date when the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

The holder hereof shall have the STATUTORY POWER OF SALE for any breach of any of the conditions or provisions of this mortgage or the note secured hereby.

Husband of said mortgagee
wife

release to the mortgagee all rights of ~~tenancy by the curtesy~~ and other interests in the mortgaged premises, ~~dower and homestead~~

Witness my hand and seal this 23rd day of March 1953

Witness
Merton C. Fisher

John E. Moniz

The Commonwealth of Massachusetts

Bristol ss. New Bedford, on March 23, 1953

Then personally appeared the above named John E. Moniz

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

Merton C. Fisher
Notary Public - District of the First

My Commission Expires Dec. 8, 1955

Received & recorded March 23, 1953 at 10 hrs. & 45 min. G. M.

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PREVIEW ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PRELIMINARY ONLY

1078 470

1926

Know all men by these presents that we Willis C. Pettie of
Middleton in the County of Essex and Raymond A. Pettie, unmarried of
Dartmouth in the County of Bristol and both in the Commonwealth
of ~~Massachusetts~~ Massachusetts,
~~for consideration paid~~ grant to Miriam E. White of said Dartmouth for
and during her lifetime and on her death the remainder to Harold W.
White and Eleanor M. White of said Dartmouth

REGISTRY
of

with quitclaim covenants
the land in said Dartmouth with the buildings thereon and bounded and
described as follows, viz:-

Beginning at the northwesterly corner thereof at a point in the
southerly line of the State Highway and at the northeasterly corner
of land of Erford W. Poole; thence running easterly in the southerly
line of the State Highway 150.10 feet to a corner at land formerly
of Alban C. Snow; thence running southerly in line of last named
land 367.45 feet to a wall; thence running westerly in line of the
wall 148.95 feet to a wall at land formerly of Isaac B. Poole; and
thence running northerly in line of last named land and land of said
Erford W. Poole to the place of beginning. Containing 207.56 square
rods, more or less.

Excepting therefrom any land which may have been taken for
widening of the State Road.

Being the same premises conveyed to William H. Poole by Edward
S. Brown, Susan C. A. Snow, and Susan G. K. Snow by deeds dated
July 16, 1891, March 19, 1894, and April 1, 1895, respectively,
and recorded in Bristol County, S.D., Registry of Deeds in Book 144
Page 315, Book 160 Page 552, and Book 164 Page 460, respectively.

Our title

Our title is as heirs at law of Annie C. Pettie, late of
Dartmouth. See also Probate Court records Estate of Almira A. Poole

This conveyance is subject to the taxes for the year 1923
which the grantee assumes and hereby agrees to pay.

BRISTOL COUNTY
REGISTRY OF DEEDS
PRELIMINARY ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PRELIMINARY ONLY

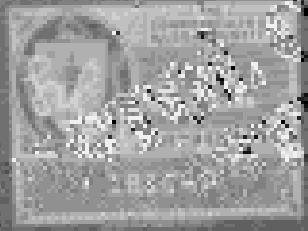
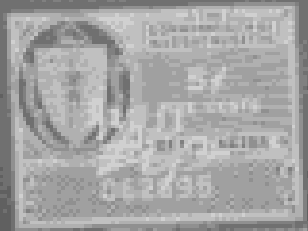
BRISTOL COUNTY
REGISTRY OF DEEDS
PRELIMINARY ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PRELIMINARY ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PRELIMINARY ONLY

BOSTON COUNTY
REGISTER OF DEEDS
PREVIEW ONLY

BOSTON COUNTY
REGISTER OF DEEDS
PREVIEW ONLY



I, Agnes M. Petty, ~~husband~~ wife of said grantor, Willis T. Petty

release to said grantee all rights of ~~tenancy by the entirety~~ and other interests therein, dower and homestead

Witness my hand and seal this twentieth day of January 1953

Lucy B. Hartman Agnes M. Petty
Lucy B. Hartman Willis T. Petty
 Raymond A. Petty

THE COMMONWEALTH OF MASSACHUSETTS

Essex ss. Denver January 21, 1953

Then personally appeared the above named Agnes M. Petty and Willis T. Petty and acknowledged the foregoing instrument to be their free act and deed, before me

Harold C. Curtis
Notary Public

NOTARY PUBLIC
STATE OF MASSACHUSETTS
MY COMMISSION EXPIRES _____

The Commonwealth of Massachusetts

Bristol ss. New Bedford, January 20 1953

Then personally appeared the above named Raymond A. Petty

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

George H. Potter

George H. Potter
Notary Public - ~~Commission Expires~~
My Commission expires May 25, 1956.

Received & recorded March 23 1953, at 1 hr. & - min. P. M.

BOSTON COUNTY
REGISTER OF DEEDS
PREVIEW ONLY

BOSTON COUNTY
REGISTER OF DEEDS
PREVIEW ONLY

BOSTON COUNTY
REGISTER OF DEEDS
PREVIEW ONLY

BOSTON COUNTY
REGISTER OF DEEDS
PREVIEW ONLY

1078 472

1930

We, John E. MacKay and Marjorie N. MacKay, husband and wife, both

of New Bedford Bristol County, Massachusetts,

for consideration paid, grant to Stanley Stack

of New Bedford

with warranty covenants

the land in said New Bedford, bounded and described as follows:

Beginning at the southwest corner of the premises to be conveyed at the point of intersection of the east line of Commonwealth Avenue with the north line of Berkley Avenue formerly Hawes Avenue;

thence northerly in the east line of said Commonwealth Avenue, sixty-five and 3/100 (65.03) feet to other land now or formerly of Abbie G. Casey; thence easterly in line of last named land to land now or formerly of the Buttonwood Heights Realty Company; thence southerly by last named land, sixty-four and 14/100 (64.14) feet to the northerly line of said Berkley Avenue; and thence westerly in the north line of said Berkley Avenue, one hundred four and 8/100 (104.08) feet to the place of beginning.

Containing 23.76 square rods, more or less, and being Lot #660 and the southerly half of Lot #655 on "Amended Plan of that part of Buttonwood Heights located within the Limits of the City of New Bedford", made by Frank M. Metcalf, C.E., New Bedford, Mass. and recorded with Bristol County (S.D.) Registry of Deeds.

The above described premises are conveyed subject to the following restrictions:

- 1. No one-family house shall be placed upon said premises costing less than \$2500.
- 2. No two-family house shall be built thereon costing less than \$4500, and
- 3. The front of any building placed on said premises shall not be within a distance of ten feet of the line of the street.

Being the same premises conveyed to us by deed of Abbie G. Casey, dated April 25, 1930 and recorded in said Registry, in book 706, page 422.

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVIEW ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVIEW ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVIEW ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVIEW ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVIEW ONLY

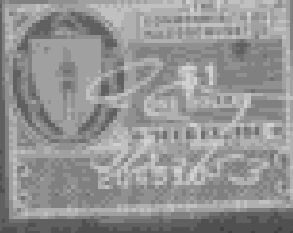
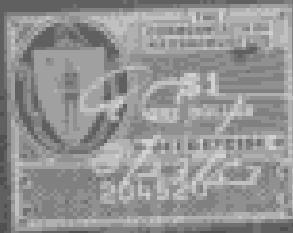
BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVIEW ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVIEW ONLY

BOSTON COUNTY REGISTER OF DEEDS PREVIEW ONLY

BOSTON COUNTY REGISTER OF DEEDS PREVIEW ONLY

Said premises are being conveyed subject to the real estate taxes for the year 1953 which the said grantee hereby assumes and agrees to pay.



We, said grantors, being husband and wife, husband and grantors

release to said grantee all rights of tenancy by the curtesy and other interests therein dower and homestead

Witness our hands and seals this 23rd day of March, 1953

John E. MacKay
Marjorie M. MacKay

BOSTON COUNTY REGISTER OF DEEDS PREVIEW ONLY

BOSTON COUNTY REGISTER OF DEEDS PREVIEW ONLY

BOSTON COUNTY REGISTER OF DEEDS PREVIEW ONLY

The Commonwealth of Massachusetts

Bristol, ss New Bedford, March 23, 1953

Then personally appeared the above named Marjorie M. MacKay

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

TITLE NOT EXAMINED.

August C. Teixeira, Notary Public - Judicial District of the First
My commission expires July 22, 1955

Recorded March 23 1953, at 3:14:37 pm P. M.

BOSTON COUNTY REGISTER OF DEEDS PREVIEW ONLY

BOSTON COUNTY REGISTER OF DEEDS PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREPARED ONLY

1078 474

1931

Know all men by these presents

that The Merchants National Bank of New Bedford
the mortgagee named in a certain mortgage given by Albert Bates and Elizabeth Bates

dated February 2, A. D. 1928 and recorded with the
Bristol County (S.D.) Registry of Deeds Book 942 Page 361-2-3

hereby acknowledges that it has received from Albert Bates and Elizabeth Bates

the mortgagee
named in said mortgage, full payment and satisfaction of the same; and in consideration thereof
it hereby cancels and **discharges** said mortgage, and releases and quitclaims unto the said
Albert Bates and Elizabeth Bates and their heirs and assigns forever
all interest acquired under said mortgage in the premises thereby conveyed.

In witness whereof the said The Merchants National Bank of New Bedford
has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged, and
delivered in its name and behalf by James Perrin its Vice President
this fourth day of March A. D. 19 53

Signed and sealed in the presence of THE MERCHANTS NATIONAL BANK OF NEW BEDFORD

by James Perrin
Vice President

The Commonwealth of Massachusetts

Bristol ss March 4, 19 53

then personally appeared
the above-named James Perrin and acknowledged the foregoing instrument
to be the free act and deed of the Merchants National Bank of New Bedford
before me—

William R. Balderson
WILLIAM R. BALDERSON Justice of the Peace
My comm. expires Jan. 29, 1954. Notary Public

March 23 1952 at 2 o'clock and 50 minutes P. M.
Received and entered with the Crestal Co. (S.D.) Registry Deeds, Book 1078 page 474

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREPARED ONLY

1932

1078 475

Know all men by these presents

that I, Francis A. Doyle, Executor of the Will of John S. Lowney
 late of New Bedford, holder of
 a certain mortgage given by Herbert H. Bowker and Martha J. Bowker
 to John S. Lowney dated
August 14, A. D. 1950, and recorded with Bristol County (S.D.)
 Registry of Deeds, book 297 page 372 do hereby acknowledge that I have
 received from Herbert H. Bowker and Martha J. Bowker

the mortgage
 named in said mortgage, full payment and satisfaction of the same; and in consideration thereof
 I do hereby cancel and discharge said mortgage, and release and quitclaim unto the
 said Herbert H. Bowker and Martha J. Bowker and their heirs and assigns
 forever, the premises thereby conveyed.

In witness whereof I hereunto set my hand and seal this
eighteenth day of March A. D. 1953

Signed and sealed in the presence of

Alice F. Dufault } Francis A. Doyle Exec
Esq } John S. Lowney

The Commonwealth of Massachusetts

Bristol ss. New Bedford, Mass., Mar. 18, 1953 Then personally appeared
 the above named Francis A. Doyle, Executor and acknowledged the
 foregoing instrument to be his free act and deed, before me

Alice F. Dufault
 Alice F. Dufault Notary Public - Notarial Seal
 My commission expires Mar 25, 1956

March 20 1953, at 3 o'clock and 24 minutes P.M.
 M. Received and entered with Carroll Co. (S.D.) Registry of Deeds, book 1078
page 25

Bristol County
 Registry of Deeds
 Priority Only

Bristol County
 Registry of Deeds
 Priority Only

Bristol County
 Registry of Deeds
 Priority Only

Bristol County
 Registry of Deeds
 Priority Only

Bristol County
 Registry of Deeds
 Priority Only

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT ONLY

MASSACHUSETTS
DISCHARGE OF MORTGAGE
F. F. M. C.

1933

Know All Men By These Presents

The LAND BANK COMMISSIONER, and the FEDERAL FARM MORTGAGE CORPORATION, holders of a mortgage given by John A. Sequire to the LAND BANK COMMISSIONER dated September 11, 1933, recorded with Bristol County, Southern District, Registry of Deeds, Book 734 Page 243-6-5, acting by their duly authorized agent, THE FEDERAL LAND BANK OF SPRINGFIELD, acknowledges satisfaction of the same.

IN WITNESS WHEREOF, the said The Federal Land Bank of Springfield, under and by virtue of power of attorney dated July 13, 1934 and recorded on 12-15-34 in Bristol County, Southern District, Registry of Deeds, Book 753 Page 466 & 6, has caused these presents to be signed in the names and behalf of the Land Bank Commissioner and Federal Farm Mortgage Corporation and has caused its own corporate seal to be hereto affixed and these presents to be signed in its own name and behalf as agent for the Land Bank Commissioner and Federal Farm Mortgage Corporation by C. Edison Bemis its Treasurer this 9th day of March 19 33

LAND BANK COMMISSIONER and
FEDERAL FARM MORTGAGE CORPORATION
By THE FEDERAL LAND BANK OF SPRINGFIELD
Their Duly Authorized Agent.

By C. Edison Bemis
C. Edison Bemis, Treasurer

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

March 9, 1933

Then personally appeared the above-named C. Edison Bemis and acknowledged the foregoing instrument to be the free act and deed of the said Land Bank Commissioner and Federal Farm Mortgage Corporation and the free act and deed of The Federal Land Bank of Springfield as said Agent, before me.

Allyn K. Talmadge
Allyn K. Talmadge, Notary Public.
My commission expires March 2, 1936

FORM 21-128 B

Received & recorded March 23 1933, at 3 hrs & 37 min, P. M.

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT ONLY

MASSACHUSETTS
DISCHARGE OF MORTGAGE
F. F. M. C.

1935

Know All Men By These Presents

The LAND BANK COMMISSIONER, and the FEDERAL FARM MORTGAGE CORPORATION, holders of a mortgage given by Leon Pankiewicz otherwise known as Leo Pankiewicz and Katarzyna Pankiewicz (husband and wife) to the LAND BANK COMMISSIONER dated January 19, 1943, recorded with Bristol County, Southern District, Registry of Deeds, Book 184, Page 195, acting by their duly authorized agent, THE FEDERAL LAND BANK OF SPRINGFIELD, acknowledges satisfaction of the same.

IN WITNESS WHEREOF, the said The Federal Land Bank of Springfield, under and by virtue of power of attorney dated July 13, 1934 and recorded on 12-15-34 in Bristol County, Southern District, Registry of Deeds, Book 753, Page 106 A. C., has caused these presents to be signed in the names and behalf of the Land Bank Commissioner and Federal Farm Mortgage Corporation and has caused its own corporate seal to be hereto affixed and these presents to be signed in its own name and behalf as agent for the Land Bank Commissioner and Federal Farm Mortgage Corporation by Clayton B. Ford, Assistant Treasurer, this 3rd day of February, 1953.

LAND BANK COMMISSIONER and
FEDERAL FARM MORTGAGE CORPORATION
By THE FEDERAL LAND BANK OF SPRINGFIELD
Their Duly Authorized Agent.

By Clayton B. Ford, Assistant Treasurer

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

February 11, 1953

Then personally appeared the above-named Clayton B. Ford and acknowledged the foregoing instrument to be the free act and deed of the said Land Bank Commissioner and Federal Farm Mortgage Corporation and the free act and deed of The Federal Land Bank of Springfield as said Agent, before me.

Allyn K. Talbot

Notary Public

My commission expires March 2, 1956

FORM 21-127 C

Received & recorded March 23 1953 3 12 P.M.

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
SPRINGFIELD

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
SPRINGFIELD

Pages 29-363 Pur.

MASSACHUSETTS
DISCHARGE OF MORTGAGE
F. F. M. C.

1936

1078

Know All Men By These Presents

The LAND BANK COMMISSIONER, and the FEDERAL FARM MORTGAGE CORPORATION, holders of a mortgage given by Fernando Fernandez and Mary S. Fernandez, husband and wife

to the LAND BANK COMMISSIONER dated June 17, 1933, recorded with Bristol County, Southern District, Registry of Deeds, Book 469 Page 233-4-5, acting by their duly authorized agent, THE FEDERAL LAND BANK OF SPRINGFIELD, acknowledges satisfaction of the same.

IN WITNESS WHEREOF, the said The Federal Land Bank of Springfield, under and by virtue of power of attorney dated July 13, 1934 and recorded on 12-15-34 in Bristol County, Southern District, Registry of Deeds, Book 753 Page 166 & c., has caused these presents to be signed in the names and behalf of the Land Bank Commissioner and Federal Farm Mortgage Corporation and has caused its own corporate seal to be hereto affixed and these presents to be signed in its own name and behalf as agent for the Land Bank Commissioner and Federal Farm Mortgage Corporation by Clayton B. Ford its Assistant Treasurer this 3rd day of February 1953.

LAND BANK COMMISSIONER and
FEDERAL FARM MORTGAGE CORPORATION
By THE FEDERAL LAND BANK OF SPRINGFIELD
Their Duly Authorized Agent

By Clayton B. Ford
Clayton B. Ford, Assistant Treasurer

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

February 3, 1953

Then personally appeared the above-named Clayton B. Ford and acknowledged the foregoing instrument to be the free act and deed of the said Land Bank Commissioner and Federal Farm Mortgage Corporation and the free act and deed of The Federal Land Bank of Springfield as said Agent, before me.

Allyn K. Talavage
Allyn K. Talavage, Notary Public
My commission expires March 2, 1956

FORM 21-126-C

Received & recorded March 23 1953 at 3 hrs. & 56 min. P.M.

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
SPRINGFIELD

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
SPRINGFIELD

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
SPRINGFIELD

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
SPRINGFIELD

MASSACHUSETTS
DISCHARGE OF MORTGAGE
F. F. M. C.

1078

1937

Know All Men By These Presents

The LAND BANK COMMISSIONER, and the FEDERAL FARM MORTGAGE CORPORATION, holders of a mortgage given by Antonio Moniz and Maria Moniz (husband and wife) to the LAND BANK COMMISSIONER dated October 30, 1933, recorded with Bristol County, Southern District, Registry of Deeds, Book 738 Page 289-289-290 acting by their duly authorized agent, THE FEDERAL LAND BANK OF SPRINGFIELD, acknowledges satisfaction of the same.

IN WITNESS WHEREOF, the said The Federal Land Bank of Springfield, under and by virtue of power of attorney dated July 13, 1934 and recorded on 12-15-34 in Bristol County, Southern District, Registry of Deeds, Book 753 Page 400 & c. has caused these presents to be signed in the names and behalf of the Land Bank Commissioner and Federal Farm Mortgage Corporation and has caused its own corporate seal to be hereto affixed and these presents to be signed in its own name and behalf as agent for the Land Bank Commissioner and Federal Farm Mortgage Corporation by Clayton R. Ford in Assistant Treasurer this 3rd day of February 1953

LAND BANK COMMISSIONER and
FEDERAL FARM MORTGAGE CORPORATION
By THE FEDERAL LAND BANK OF SPRINGFIELD
Their Duly Authorized Agent.

By Clayton R. Ford, Assistant Treasurer

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS. February 3 1953

Then personally appeared the above-named Clayton R. Ford and acknowledged the foregoing instrument to be the free act and deed of the said Land Bank Commissioner and Federal Farm Mortgage Corporation and the free act and deed of The Federal Land Bank of Springfield as said Agent, before me.

Allyn E. Talmadge, Notary Public.
My commission expires March 2, 1954

FORM 21-128 6

Received & recorded March 23 1953 at 3 hrs. & 26 min. P. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
SPRINGFIELD

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
SPRINGFIELD

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
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REGISTRY OF DEEDS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
SPRINGFIELD

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
SPRINGFIELD

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT VIEW ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT VIEW ONLY

100-150
100-150 Pur.
MASSACHUSETTS
DISCHARGE OF MORTGAGE
F. F. M. C.

1938

Know All Men By These Presents

The LAND BANK COMMISSIONER, and the FEDERAL FARM MORTGAGE CORPORATION, holders of a mortgage given by Wilfrid Yergau and Alexandrina Yergau, his wife to the LAND BANK COMMISSIONER dated June 27, 1934, recorded with Bristol County, Southern District, Registry of Deeds, Book 885 Page 121-2-3, acting by their duly authorized agent, THE FEDERAL LAND BANK OF SPRINGFIELD, acknowledges satisfaction of the same.

IN WITNESS WHEREOF, the said The Federal Land Bank of Springfield, under and by virtue of power of attorney dated July 13, 1934 and recorded on 12-15-34 in Bristol County, Southern District, Registry of Deeds, Book 753 Page 466 & 2, has caused these presents to be signed in the names and behalf of the Land Bank Commissioner and Federal Farm Mortgage Corporation and has caused its own corporate seal to be hereto affixed and these presents to be signed in its own name and behalf as agent for the Land Bank Commissioner and Federal Farm Mortgage Corporation by Clayton R. Ford its Assistant Treasurer this 3rd day of February 1953.

LAND BANK COMMISSIONER and
FEDERAL FARM MORTGAGE CORPORATION
By THE FEDERAL LAND BANK OF SPRINGFIELD
Their Duly Authorized Agent

By Clayton R. Ford
Clayton R. Ford, Assistant Treasurer

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

February 3 1953

Then personally appeared the above-named Clayton R. Ford and acknowledged the foregoing instrument to be the free act and deed of the said Land Bank Commissioner and Federal Farm Mortgage Corporation and the free act and deed of The Federal Land Bank of Springfield as said Agent, before me.

Allyn K. Talwodge
Allyn K. Talwodge, Notary Public
My commission expires March 2, 1956

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT VIEW ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT VIEW ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT VIEW ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT VIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
SPRINGFIELD

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
SPRINGFIELD

1078
MASSACHUSETTS
DISCHARGE OF MORTGAGE
F. F. M. C.

1939

Know All Men By These Presents

The LAND BANK COMMISSIONER, and the FEDERAL FARM MORTGAGE CORPORATION, holders of a mortgage given by Albert J. Goguen and Asella Goguen, both unmarried

to the LAND BANK COMMISSIONER dated August 30, 1916, recorded with Bristol County, Southern District, Registry of Deeds, Book 923 Page 45-6-7, acting by their duly authorized agent, THE FEDERAL LAND BANK OF SPRINGFIELD, acknowledges satisfaction of the same.

IN WITNESS WHEREOF, the said The Federal Land Bank of Springfield, under and by virtue of power of attorney dated July 12, 1934 and recorded on 12-25-34 in Bristol County, Southern District, Registry of Deeds, Book 753 Page 466 & c, has caused these presents to be signed in the names and behalf of the Land Bank Commissioner and Federal Farm Mortgage Corporation and has caused its own corporate seal to be hereto affixed and these presents to be signed in its own name and behalf as agent for the Land Bank Commissioner and Federal Farm Mortgage Corporation by C. Edison Denis its Treasurer this 18th day of March 1953

LAND BANK COMMISSIONER and
FEDERAL FARM MORTGAGE CORPORATION
By THE FEDERAL LAND BANK OF SPRINGFIELD
Their Duly Authorized Agent

By C. Edison Denis
C. Edison Denis, Treasurer

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

Then personally appeared the above-named C. Edison Denis and acknowledged the foregoing instrument to be the free act and deed of the said Land Bank Commissioner and Federal Farm Mortgage Corporation and the free act and deed of The Federal Land Bank of Springfield as said Agent, before me.

Margie M. Washburn
Margie M. Washburn, Notary Public.
My commission expires May 22, 1953.



FORM 81-12 C

Received & recorded March 23 1953 at 3 hrs. 37 min. P. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
SPRINGFIELD

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
SPRINGFIELD

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
SPRINGFIELD

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PLAINFIELD OFFICE

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PLAINFIELD OFFICE

1078 482

1942

We, Herbert W. Hammond and Elizabeth A. Hammond, husband and wife,
of Clearwater, Hillsboro County, Florida

do hereby certify, for consideration paid, grant to William Bryant and Marion E. Bryant,
husband and wife, of New Bedford, Bristol County, Commonwealth of
Massachusetts, as joint tenants and not as tenants by the entirety
the entirety
of the land with any buildings thereon in Fairhaven, Bristol County, Commonwealth of
Massachusetts, bounded and described as follows:

BEGINNING at a stake in the westerly line of Scouticut Neck Road
and at the southeast corner of land now or formerly of Joseph T.
Fernandes;

thence S 1° 41' 10" E by said Road, one hundred fifteen and 6/100
(115.06) feet to land now or formerly of Allan R. Howe, et ux;

thence S 86° 35' 30" W by last named land, five hundred twenty-one
and 2/100 (521.02) feet to a drill hole at other land now or formerly
of Joseph T. Fernandes;

thence N 1° 21' 10" W by last named land, one hundred fifteen and
6/100 (115.06) feet to a drill hole at land now or formerly of
Joseph T. Fernandes;

thence N 86° 35' 30" E by last named land, five hundred twenty and
35/100 (520.35) feet to the point of beginning.

Containing one and 37/100 (1.37) acres, more or less.

Said land being shown on a plan of land filed in Bristol County S.D.
Registry of Deeds, plan book 42, page 9.

Being the same premises conveyed to us by deed of Dolores A. Barbosa
dated August 31, 1950 and recorded in said Registry, book 999, page 243.

Subject to the 1953 real estate taxes which the grantees assume and
agree to pay.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PLAINFIELD OFFICE

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PLAINFIELD OFFICE

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PLAINFIELD OFFICE

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PLAINFIELD OFFICE

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PLAINFIELD OFFICE

ASTOR COUNTY REGISTER OF DEEDS
PROPERTY ONLY

ASTOR COUNTY REGISTER OF DEEDS
PROPERTY ONLY

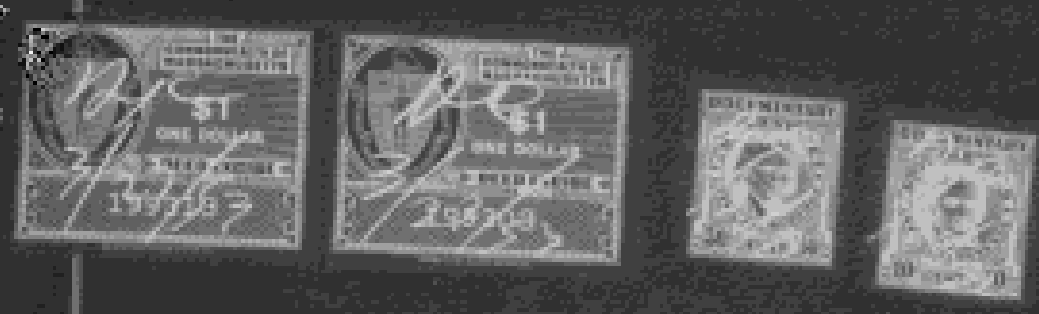
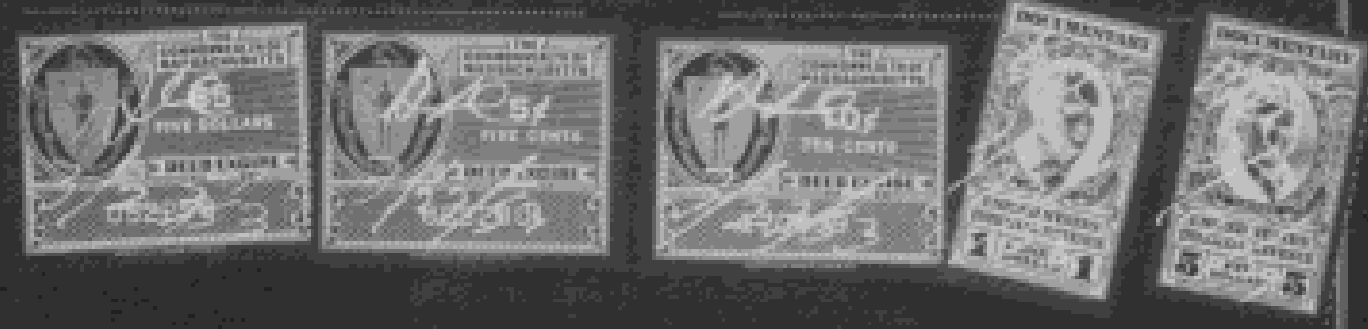
the said grantors, being husband and wife
release to said grantees all rights of curtesy, dower, homestead, statutory, and other interests therein.

Witness OUR hands and seal this 12th day of March, 1953

Executed in the presence of

James H. Kibbe
James H. Kibbe

Herbert W. Hammond
Elizabeth A. Hammond



Penellas
Notary Public, SS
KAWAIA

STATE OF FLORIDA
Commonwealth of Massachusetts
Clearwater
MAR 12 1953

Then personally appeared the above named Herbert W. Hammond
and acknowledged the foregoing instrument to be his free act and deed.

before me *James H. Kibbe*
Notary Public

Notary Public, State of Florida at Large
My commission expires Nov. 2, 1954
Issued by American Surety Co. of N. Y.
My commission expires 195

Registered March 23, 1953, at 3 hrs. & 39 min. P. M.

ASTOR COUNTY REGISTER OF DEEDS
PROPERTY ONLY

ASTOR COUNTY REGISTER OF DEEDS
PROPERTY ONLY

ASTOR COUNTY REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIEW ONLY

1078 484 1944

The Fairhaven Institution for Savings, a corporation under the laws of Massachusetts, located at Fairhaven, Massachusetts, holder of a mortgage from Herbert F. Hammond et ux

to The Fairhaven Institution for Savings, dated February 12, 1951

recorded with Bristol County S.D. Registry of Deeds Book 1010 Page 381 acknowledge satisfaction of the same.

In witness whereof said Fairhaven Institution for Savings has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by its Treasurer thereunto duly authorized, this 23rd day of March 1953

FAIRHAVEN INSTITUTION FOR SAVINGS

by Orrin B. Carpenter Treasurer



Commonwealth of Massachusetts

Bristol, ss. Fairhaven, Mass. March 23, 1953

Then personally appeared the above-named Orrin B. Carpenter Treasurer and acknowledged the foregoing instrument to be the free act and deed of said Fairhaven Institution for Savings

before me Lucius S. Underwood Notary Public

My commission expires September 27th 1957

4-15-51-506-V

Received & recorded March 23, 1953, at 3 hrs. & 40 min. P. M.

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIEW ONLY

1945

We, Milton E. Borden and Bernard C. Wade, both of New Bedford, Bristol County, Massachusetts, EXECUTOR under the WILL of--ADMINISTRATOR of the ESTATE of--TRUSTEE and CHURCHMAN of--CONSERVATOR of--RECEIVER of the ESTATE of--FRANKLIN A. BORDEN under the will of Harrison T. Borden, late of said New Bedford, by power conferred by said will

and every other power, for consideration paid Dollars paid grant to Thomas F. McFadden and Josephine McFadden, husband and wife, both of said New Bedford, as joint tenants and not by entireties, the land in said New Bedford, bounded and described as follows:

Beginning at the point of intersection of the north line of Monmouth Street and the westerly line of Pine Grove Street as shown on plan of Russell Park filed in Bristol County (S.D.) Registry of Deeds in plan book 25 on page 183; thence southerly in said westerly line of Pine Grove Street 45 feet to Lot No. 7 on said plan; thence westerly in line of last named lot 65.01 feet; thence northeasterly 83.90 feet to Lot No. 9 on said plan; and thence southeasterly in line of last named lot 70.04 feet to the point of beginning. Containing 14.81 square rods, more or less. Being Lot No. 8 on said plan. For title, if any, see deeds to Harrison T. Borden et al. recorded in said Registry in book 689 on page 168 and deed to Harrison T. Borden recorded in said Registry in book 689 on page 96. Being a part of the premises conveyed to us by Arthur Smith by deed dated June 3, 1932 and recorded in said Registry in book 1052 on page 141. This deed is given to perfect the title in said grantees.

Witness our hands and seals this 13th day of March 1953.

Milton E. Borden
Bernard C. Wade
Trustees

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 13, 1953.

Then personally appeared the above named Milton E. Borden, Trustee, and acknowledged the foregoing instrument to be his free act and deed, before me

William R. Bristol
Notary Public - Justice of the Peace

My commission expires Dec. 17, 1953.

Filed & recorded March 23, 1953, at 3 hrs. & 40 min. P. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

1078 486

1948

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

KNOW ALL MEN BY THESE PRESENTS THAT I, Adelord J. Tetrault,

of New Bedford, Bristol County, Massachusetts,
being ~~married~~, for consideration paid, grant to my wife, Rose P. Tetrault,

of said New Bedford, with quitclaim tenements
all of my right, title and interest in and to
the land in said New Bedford with any buildings thereon bounded and described as follows:
(Description and encumbrances, if any)

Beginning at the northeasterly corner of the land hereby conveyed, at a point in the westerly line of Summer Street, formerly called Ashland Street, sixty-seven and 54/100 (67.54) feet, south from the south line of Robeson Street; thence southerly in said westerly line of Summer Street, twenty-seven and 6/100 (27.06) feet; thence easterly one (1) foot; thence again southerly in said westerly line of Summer Street, nineteen and 10/100 (19.10) feet to land formerly of Thomas Walsley; thence westerly in line of said Walsley land, seventy and 75/100 (70.75) feet to land now or formerly of John Kenney; thence northerly in line of said Kenney land, forty-four and 91/100 (44.91) feet to land of one Ratcliffe; thence easterly in line of said Ratcliffe land, sixty and 88/100 (60.88) feet to said westerly line of Summer Street and point of beginning.

Containing ten and 82/100 (10.82) rods, more or less.

Being the same premises conveyed to this grantor by deeds of Annie E. McKinley dated July 26, 1945 and recorded in Bristol County S. D. Registry of Deeds, Book 888, Pages 542-3, and of Elizabeth McKinley dated July 12, 1948, as Executrix of the will of Robert G. McKinley, Book 888, Pages 543-4 of said Registry.

The intention of this grantor is that by this deed the title of the premises herein described shall vest in the fee simple in the sole name of his wife, the grantees herein, Rose P. Tetrault.

I, Adelord J. Tetrault ~~grantor~~ ~~of~~ said grantor,

release to said grantees all rights of ~~tenancy by the curtesy~~ and other interests therein.

Witness my hand and seal this twenty-third day of March, 1953.

Adelord J. Tetrault

The Commonwealth of Massachusetts

Bristol ss New Bedford, March 23, 1953

Then personally appeared the above named Adelord J. Tetrault

and acknowledged the foregoing instrument to be his free act and deed, before me
Thomas M. Quinn
Notary Public

My commission expires April 11, 1957

Received & recorded Mar. 23, 1953 . at 9 hrs. & 52 min. P. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

1949

1078

KNOW ALL MEN BY THESE PRESENTS

That We, William E. Silva and Louise Silva
of New Bedford, Bristol County, Massachusetts
being married, for consideration paid, grant to Harry Silverstein

of said New Bedford

with mortgage covenants, to secure the payment of -----
Seven Hundred (700) ----- Dollars

at -----
per cent interest, per annum
payable

as provided in note of even date,

the land in said New Bedford together with the buildings thereon, bounded
and described as follows: (Description and accretions, if any)

Beginning at the northwest corner thereof at a point in
the east line of Summer Street distant southerly therein from the south
line of Weld Street, One Hundred and Six and 86/100 (106.86) feet, the
same being the southwest corner of land now or formerly of John E. Doyle;
thence easterly in line of last-named land Eighty-six (86) feet, thence
northerly two and 56/100 (2.56) feet, thence easterly in line of land
now or formerly of James T. Francis Eighty-one and 29/100 (81.29) feet
to a stake in the easterly line of lot being conveyed; thence southerly
in said easterly line Forty-six and 95/100 (46.95) feet to land now or
formerly of Margaret Lackenmecher; thence westerly in line of last-named
land One Hundred and Seventy and 34/100 (170.34) feet to a point in the
easterly line of Summer Street, thence northerly in the east line of
Summer Street Forty-five (45) feet to the point of beginning. Containing
Twenty-Eight and 874/100 (28.87) square rods, more or less.

Being the same premises conveyed to us by deed of Henry P.
Silveira, dated January 21, 1950 and recorded with Bristol County, S. D.
Registry of Deeds. The above premises are subject to a first mortgage
to the mortgagee.

Discharge
6/29/56
1186-429

Bristol County Registry of Deeds
Bristol County
Bristol County

Bristol County Registry of Deeds
Bristol County
Bristol County

Bristol County Registry of Deeds
Bristol County
Bristol County

Bristol County Registry of Deeds
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Bristol County Registry of Deeds
Bristol County
Bristol County

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVIOUS ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVIOUS ONLY

1078 488

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power to foreclose.

To, William E. Silva and Louise Silva

release to the mortgagee all rights of tenancy by the curtesy ~~lower~~ ~~homestead~~ and other interests in the mortgaged premises.

Witness OUR hand and seal this 21 day of March 1953

William E. Silva
Louise Silva

The Commonwealth of Massachusetts

Bristol ss. New Bedford, March 21 1953

Then personally appeared the above named

William E. Silva

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

Samuel L. Lipman Notary Public - BRISTOL COUNTY

My Commission expires May 15, 1953

Received & recorded - Feb. 23, 1953, at 4 hrs. & 30 min. P.M.

1078-488

Mass. Mass 13-517
Full Discharge

1934

KNOW ALL MEN BY THESE PRESENTS

That THE FEDERAL LAND BANK OF SPRINGFIELD, holder of a mortgage given by Joseph P. Cabral and Shirley A. Cabral, husband and wife to it, dated March 13 1947, recorded with Bristol in County, Southern District, Registry of Deeds, Book 926 Page 209-11/ acknowledges satisfaction of the same.

IN WITNESS WHEREOF the said THE FEDERAL LAND BANK OF SPRINGFIELD has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by C. Edson Denis, its Treasurer this 10th day of February 1953

THE FEDERAL LAND BANK OF SPRINGFIELD

By C. Edson Denis, Treasurer

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS. February 10 1953

Then personally appeared the above-named C. Edson Denis and acknowledged the foregoing instrument to be the free act and deed of The Federal Land Bank of Springfield, before me.

Allyn K. Tolnadge, Notary Public

My commission expires March 2, 1956

Received & recorded March 23 1953, at 3 hrs. & 34 min. P.M.

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVIOUS ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVIOUS ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVIOUS ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVIOUS ONLY

KNOW ALL MEN BY THESE PRESENTS

1078-459
1952

that we, Antone Gomes and Alfreda Gomes

from Edwin G. Perry

to us

dated November 3, 1952

recorded with Bristol County (S.D.)

County Registry of Deeds

Book 1067, Page 101, acknowledge satisfaction of the same

Witness our hands and seals this 23rd day of March 1953

Alvin J. Brady
Witness - *D. L. ...*

Antone Gomes
Alfreda Gomes

The Commonwealth of Massachusetts

Bristol ss. New Bedford, Mass. March 23, 1953

Then personally appeared the above named Antone Gomes and Alfreda Gomes and acknowledged the foregoing instrument to be their free act and deed

before me

Alvin J. Brady
Notary Public - State of Massachusetts

My commission expires Dec. 17 1959

Received & recorded Mar. 23, 1953, at 4 hrs & 50 min. P. M.

1078-489

I, Alice Normandin of New Bedford, Bristol County, Massachusetts holder of a mortgage

from Morris P. Fox et al

to me

dated June 11, 1948

recorded with Bristol County S. D.

County Registry of Deeds

Book 947, Page 410, acknowledge satisfaction of the same.

Witness my hand and seal this 23rd day of March 1953

Alice Normandin

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, March 23, 1953

Then personally appeared the above named Alice Normandin

and acknowledged the foregoing instrument to be her free act and deed

before me

Ulysses Auger
Ulysses Auger Notary Public - Massachusetts

My commission expires August 5, 1955

Received & recorded Mar. 23, 1953, at 7 hrs & 34 min. P. M.

1070 490

KNOW ALL MEN BY THESE PRESENTS

that I, Edwin G. Perry

of New Bedford, Bristol County, Massachusetts,

being unmarried, for consideration paid, grant to Tessie M. Schwartz

of said New Bedford

with qualified reserves

the land together with the buildings thereon, in said New Bedford,

(Description and circumstances, if any)

bounded and described as follows:

Beginning at the intersection of the north line of West Maxfield Street with the east line of Ash Street; thence northerly in said east line of Ash Street seventy (70) feet to land now or formerly of Charles Hines; thence easterly in line of last named land forty-one and 66/100 (41.66) feet to land now or formerly of Henry J. Paine; thence southerly in line of last named land seventy (70) feet to the north line of West Maxfield Street; and thence westerly in said north line of West Maxfield Street forty-one and 66/100 (41.66) feet to the place of beginning.

Containing ten and 73/100 (10.73) rods more or less.

Being the same premises conveyed to me by deed of Antone Gomes et ux dated November 3, 1952 and recorded in the Bristol County (S.D.) Registry of Deeds, Book 1067, Page 99.

Said premises are conveyed subject to a first mortgage to the Attleborough Savings and Loan Association in the amount of \$1710.00 and to a second mortgage to the Bristol Acceptance Trust, Inc. in the amount of \$794.00 and to the taxes for 1953.

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREVENT ONLY

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BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS.
REGISTER OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTER OF DEEDS
PREVIEW ONLY



1078 491

BRISTOL COUNTY MASS.
REGISTER OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTER OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTER OF DEEDS
PREVIEW ONLY

husband and wife of said grantor.

Witness my hand and seal this 23rd day of March 1953

Edwin G. Perry

The Commonwealth of Massachusetts

Bristol ss New Bedford, Mass. March 23, 1953

Then personally appeared the above named Edwin G. Perry

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

Alvin J. Brady

My commission expires December 17, 1959

Received & recorded MAR. 23, 1953 at 4 hrs. & 59 min. P.M.

BRISTOL COUNTY MASS.
REGISTER OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTER OF DEEDS
PREVIEW ONLY

1078 492

1955

We, John Marshall Santos and Minnie Marshall Santos, husband and wife,
 of New Bedford, Bristol, Massachusetts
 for consideration paid, grant to
 Louise S. Barry
 of said New Bedford with warranty covenants

the land in said New Bedford with the buildings thereon and bounded and described as follows:-

(Description and encumbrances, if any)

Beginning at the northeast corner of the land to be conveyed at a point in the south line of Dunbar Street distant therein 139.97 feet westerly from its intersection with the west line of Bolton Street at the corner of land now or formerly of Walter Amaral, et al; thence southerly by last-named land 80 feet to land now or formerly of Louis Simmons; thence westerly by last-named land 40 feet; thence northerly 80 feet to the south line of Dunbar Street; thence easterly in the southerly line of Dunbar Street 40 feet to the point of beginning. Containing 11.75 square rods, more or less, and being Lot No. 238 on Plan of J. T. Kenney land filed in Bristol County (S.D.) Registry of Deeds, Book 3, Page 64 of the Plan Books therein filed. Being the same premises conveyed to us by Francisco Rodrigues, Trustee, by deed dated February 24, 1940, and recorded in said Registry of Deeds, Book 826, Page 109.

Subject to all unpaid taxes thereon.



We, said husband and wife, grantors

XXXXX ALLOXO XXXXX
 XXXX

release to said grantee all rights of tenancy by the curtesy dower and homestead and other interests therein.

Witness our hand and seal this 28th day of February 19 53.

John M Santos
Minnie Marshall Santos

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, February 28, 19 53

Then personally appeared the above named John Marshall Santos

and acknowledged the foregoing instrument to be his free act and deed.

Jack Rosenberg
 Notary Public
 November 17, 1955
 My Commission expires XXXXX
 XXXX

Received & recorded March 24, 1953 at 9 hrs. & 49 min. A. M.

1956

I, Louise S. Barry

of New Bedford Bristol
being unmarried, for consideration paid, grant to John Marshall Santos of said New Bedford, for life, remainder to Dorothy M. Santos of said New Bedford in fee simple, with full power to John Marshall Santos to mortgage or sell in fee simple the whole or any part of the granted premises to whomsoever and upon such terms as he may deem proper.

the land in said New Bedford with the buildings thereon and bounded and described as follows:-

(Description and recitations, if any)

Beginning at the northeast corner of the land to be conveyed at a point in the south line of Dunbar Street distant therein 139.97 feet westerly from its intersection with the west line of Bolton Street at the corner of land now or formerly of Walter Amaral, et al; thence southerly by last-named land 80 feet to land now or formerly of Louis Simmons; thence westerly by last-named land 40 feet; thence northerly 80 feet to the south line of Dunbar Street; thence easterly in the southerly line of Dunbar Street 40 feet to the point of beginning. Containing 11.75 square rods, more or less, and being Lot No. 238 on Plan of J. T. Kenney land filed in Bristol County (S.D.) Registry of Deeds, Book 3, Page 64 of the Plan Books therein filed. Being the same premises conveyed to us by Francisco Rodriguez, Trustee, by deed dated February 24, 1940, and recorded in said Registry of Deeds, Book 826, Page 809.

Subject to all unpaid taxes thereon.

Being the same premises conveyed to me by John Marshall Santos, et ux by deed of even date to be recorded herewith.

Witness my hand and seal this 28th day of February 1953.

Louise S. Barry

NO STAMPS REQUIRED.

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, February 28, 19 53

Then personally appeared the above named Louise S. Barry

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

Joseph P. Francis
Joseph P. Francis, Notary Public - XXXXXXXXXX

My Commission expires June 29, 19 56

Notarially recorded Mar. 24, 1953, at 9 hrs. & 49 min. A. M.

1078 494

1957

CERTIFICATE OF LIEN

KNOW ALL MEN BY THESE PRESENTS

WHEREAS Robert McKenzie, Jr. of New Bedford,

in the County of Bristol, Commonwealth of Massachusetts, has an ownership of or the ownership of an interest in certain real property situated in the city of New Bedford in the County of Bristol, described as follows:

Land and buildings at 47 Ocean Street, Probate File 102128,

Land Court Certificate No.

AND WHEREAS, the said Robert McKenzie, Jr. is an applicant and/or recipient of Old Age Assistance under Chapter 119A of the General Laws (Ter. ed.) as amended;

NOW THEREFORE, in accordance with the provisions of Section 4 of Chapter 119A as amended by Chapter 801 of the Acts of 1951, the City of New Bedford does hereby give notice of its lien upon said real estate for the amount of assistance granted and to be granted by it under said chapter.

Executed and sealed this 24th day of March 1953

City of New Bedford,
By Leo S. Harrington, Social Work Supervisor

Being (a majority of) (the duly delegated agent of) the Board of Public Welfare of NEW BEDFORD, MASSACHUSETTS

THE COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. March 24, 1953.

Then personally appeared the above named Leo S. Harrington and acknowledged the foregoing instrument to be the free act and deed of the City of New Bedford, before me

Adelle M. Mearns, Notary Public

My commission expires February 13, 1959

Recorded & Recorded Mar: 24, 1953, at 9 hrs & 55 min. O. 24.

BRISTOL COUNTY MASSACHUSETTS DEPARTMENT OF REVENUE

1958

CERTIFICATE OF LIEN

KNOW ALL MEN BY THESE PRESENTS,

WHEREAS Angenette Russell

in the County of Bristol

of the Commonwealth of Massachusetts, has the

ownership of or the ownership of an interest in certain real property situated in the

town of Westport

in the County of Bristol,

described as follows:

Wood lot, containing ten (10) acres, more or less, on Sodom Road,
Book 327, Page 280

and Court Certificate No.

AND WHEREAS, the said Angenette Russell

is an applicant and/or recipient

of Old Age Assistance under Chapter 118A of the General Laws (ter.ed.) as amended;

AND WHEREAS, in accordance with the provisions of Section 4 of Chapter 118A as amended

by Chapter 804 of the Acts of 1951, the city of New Bedford

does hereby give notice of its lien upon said real estate for the amount of assistance granted and to be

granted by it under said chapter.

Executed and sealed this 24th day of March 1953

City of New Bedford

By *Leo S. Harrington*
Social Work Supervisor

Being (as aforesaid) (the duly delegated agent of) the Board of Public Welfare of

NEW BEDFORD, MASSACHUSETTS

THE COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. March 24, 1953.

Then personally appeared the above named Leo S. Harrington

and acknowledged the foregoing instrument to be the free act and deed

of the city of New Bedford, before me

Adel M. Merriam
Notary Public

My commission expires... February 13, 1959

Received & recorded Mar. 24, 1953, at 9 hrs & 56 min. C. M.

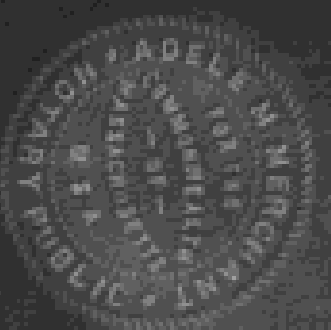
BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

1078
BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY
6/27/57
1200-64

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY



RECORDED
MAR 24 1953
BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FALL RIVER DISTRICT

1961
TROY CO-OPERATIVE BANK, the holder of mortgage from
out Louis Rockefeller
to said Bank, dated *February 1959*
recorded with Bristol County Fall River District Registry of Deeds, book *1078-496*
acknowledges satisfaction of the same.
Witness its hand and seal this *twenty-fourth* day of *March* 1953
TROY CO-OPERATIVE BANK
By *William G. Garrison*

COMMONWEALTH OF MASSACHUSETTS
BRISTOL, SS. *Fall River* *March 24 1953*
Subscribed and acknowledged by the above-
said *William G. Garrison*
to be the free act and deed of the Troy Co-operative
Bank, before me,
William E. Crother
Notary Public, *Fall River*
My commission expires *Nov. 30, 1956.*

BRISTOL, SS. *March 24, 1953*
at *10* o'clock *46* A.M.
Received and Recorded this Discharge with the
Bristol County ~~Fall River~~ District Registry of
Deeds. *South*

1078-496

1963
I, John Perry of
New Bedford, Bristol

County, Massachusetts,

bring unmarried, for consideration paid, grant to

Tetone P. Sylvia and Cecelia B. Sylvia,
husband and wife, as joint tenants
but not as tenants by the entirety
and both of said New Bedford

with warranty covenants

the land in said New Bedford bounded and described as follows:

(Description and circumstances, if any)

- Northerly, by Peckham Road, therein measuring eighty feet (80);
- Easterly, by lots 157 and 158 on plan hereinafter referred to, therein measuring two hundred (200) feet;
- Southerly, by lot 159 on said plan, therein measuring eighty (80) feet; and
- Westerly by lots 147 and 148 on said plan, therein measuring two hundred (200) feet.

Being lots 149-156 inclusively as shown on plan of Sylvan Park made by A. L. Eliot, Surveyor, dated June 15, 1900, and filed in Bristol County (S.D.) Registry of Deeds in Plan Book 3 at page 8.

Excepting from the above premises four (4) feet which were taken for the widening of Peckham Road.

Being the same premises conveyed to me by deed of Clarinda Rondeau dated July 10, 1951, and recorded in said Registry in Book 1022 at page 311; see also Book 290 at page 129.

Subject to the real estate taxes for the year 1963 which the grantees herein, hereby agree and assume to pay.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FALL RIVER DISTRICT

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FALL RIVER DISTRICT

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REGISTRY OF DEEDS
FALL RIVER DISTRICT

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FALL RIVER DISTRICT

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FALL RIVER DISTRICT

Bristol County
Registry of Deeds
Bristol, Mass.

Bristol County
Registry of Deeds
Bristol, Mass.



Bristol County
Registry of Deeds
Bristol, Mass.

Bristol County
Registry of Deeds
Bristol, Mass.

husband of said grantor,
said

release to said grantee all rights of ~~tenancy by the curtesy~~ ~~lower and descended~~ and other interests therein.

Witness my hand and seal this 24th day of March 19 53

John Perry

The Commonwealth of Massachusetts

Bristol, ss.

March 24 19 53

Then personally appeared the above named

John Perry, unmarried---

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

Louis A. Perras, Jr.
Notary Public - Justice of the Peace

My commission expires _____

LOUIS A. PERRAS, JR.
NOTARY PUBLIC
My Commission Expires April 12, 1957.

Registered & Recorded Mar. 24, 1953 at 10 hrs. & 48 min. A.M.

Bristol County
Registry of Deeds
Bristol, Mass.

Bristol County
Registry of Deeds
Bristol, Mass.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREMIUM ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREMIUM ONLY

Dec
12/28/64
1469-458

1078 438

1962

We, Roland V. Rochefort and Doris Rochefort, husband and wife,
of Fall River, Bristol County, Massachusetts,
hereinafter for consideration paid, grant to the TROY CO-OPERATIVE BANK situated in Fall River,
Bristol County, Massachusetts, with mortgage covenants, to secure the payment of

----- Six Thousand ----- Dollars
to or within Twenty

years from this date, with interest thereon, payable in monthly
installments on the third Tuesday of each month hereafter, which payments shall first be applied to interest
then due and the balance thereof remaining applied to principal; the interest to be computed monthly in
advance on the unpaid balance, together with such fines on interest in arrears as are provided for in the by-
laws of said bank; with the right to make additional payments on account of said principal sum on any
payment date after one year from the date hereof, and subject to changes, from time to time,
as provided by General Laws, Chapter 170, Section 24, Sub-section 8, as amended,

and such further sum as may be advanced by the
grantee under General Laws Chapter 183, Section 28A
or Acts in amendment or extension thereof,
all as provided in our note of even date/the land, with the buildings thereon, situated in
Westport, Bristol County, Massachusetts, bounded and described as

follows:

Beginning at the northwest corner of the lot to be conveyed at the
southeast corner of the intersection of Sanford Road and O Drive as
shown on a Plan hereinafter referred to; thence running easterly by said
O Drive One Hundred Fifty (150) feet to Lot No. 94 on said Plan; thence
turning and running southerly by said last named lot Seventy (70) feet
to land now or formerly of Rogers Chauvin et ux; thence turning and
running westerly by said last named land One Hundred Fifty (150) feet to
the easterly line of Sanford Road; thence turning and running northerly
by said Sanford Road Seventy (70) feet to the point of beginning, con-
taining about Ten Thousand Five Hundred (10,500) square feet of land,
more or less.

Said land, however otherwise bounded and described, is shown as
Lot 93 on Plan of "Borden Acres" situated in Westport, Massachusetts,
surveyed for J. Douglas Borden by Samuel H. Corse May 24, 1949, recorded
with Bristol County South District Registry of Deeds, Plan Book 40,
Page 54.

Being the same premises conveyed to us by deed of J. Douglas Borden,
dated January 4, 1952, recorded in the Bristol County South District
Registry of Deeds, Book 1038, Page 150.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREMIUM ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREMIUM ONLY

BRISTOL COUNTY MASSACHUSETTS
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REGISTRY OF DEEDS
PREMIUM ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREMIUM ONLY

HASTON COUNTY REGISTER OF DEEDS
HASTON COUNTY

HASTON COUNTY REGISTER OF DEEDS
HASTON COUNTY

1078 493

Including as a part of the realty all portable or sectional buildings, heating apparatus, plumbing, ranges, mantels, storm doors and windows, oil burners, gas and oil 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.

This mortgage is upon the statutory condition, and upon the further conditions:

First. That the undersigned and each subsequent owner of the equity of redemption of the real estate at any time covered by this mortgage, shall at all times be a member of the said Co-operative Bank, and shall hold one or more unamortized, paid-up or matured shares, in his own name; and that the provisions of Chapter 170 of the General Laws as amended (Acts of 1941, Chapter 293) and any amendments thereof shall at all times be complied with; and failure to comply with this requirement shall constitute a breach of condition of this mortgage, for which the unpaid balance of the loan secured by this mortgage shall become due and payable forthwith, at the option of the said Bank;

Second. The Mortgagee is hereby specifically authorized to pay when due, or at any time thereafter all municipal taxes, water bills, charges and assessments, and insurance premiums, upon the mortgaged property and to charge the same to the account of the Mortgagor. In order to provide the Mortgagee with sufficient funds with which to make said payments, the Mortgagor shall pay to the Mortgagee on the third Tuesday of each month in addition to the payments of principal and interest provided for in the note secured by this mortgage, a monthly apportionment of the sum estimated by the Mortgagee to be sufficient to make all said payments as they shall become due, and any balance due for any of said payments shall be paid by the Mortgagor. If at the time of making any of said payments said Mortgagee has not received from said Mortgagor under the provisions of this paragraph sufficient funds to pay the same, the Mortgagee shall forthwith notify the Mortgagor by mail sent to his last known address, and shall request him to pay to said Mortgagee within ten days thereafter the balance due on said payment and the failure of said Mortgagor to pay to the Mortgagee such sum within said period shall be a breach of the condition of this mortgage;

Third. That the Mortgagor shall keep all and singular the said premises in such repair, order and condition as the same are now in or may be put in while this mortgage is outstanding, reasonable wear and tear and damage by fire only excepted, and shall not permit or suffer any violation of any law or ordinance affecting the mortgaged premises. The Mortgagor shall keep the buildings now or hereafter standing on said land insured against fire and (when required by the Mortgagee) also against other casualties and contingencies, in sums satisfactory to the Mortgagee; and all insurance upon said buildings shall be for the benefit of, and first payable in case of loss to the Mortgagee, and the Mortgagor shall deposit all of said insurance policies with the Mortgagee;

Fourth. That failure to comply with any of the other conditions under which this mortgage is written or failure to pay any of said installments within thirty (30) days from the date when the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

For any breach of the statutory condition or for any breach of any condition of this mortgage the Mortgagee shall have the statutory power of sale.

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, 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 forbearance on the part of the Mortgagee and no extension 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 part.

Wherever 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.

In case this loan is paid in full within one year from the date hereof, the Bank reserves the right to charge one full year's interest thereon.

HASTON COUNTY REGISTER OF DEEDS
HASTON COUNTY

HASTON COUNTY REGISTER OF DEEDS
HASTON COUNTY

HASTON COUNTY REGISTER OF DEEDS
HASTON COUNTY

HASTON COUNTY REGISTER OF DEEDS
HASTON COUNTY

HASTON COUNTY REGISTER OF DEEDS
HASTON COUNTY

ASTOR COUNTY REGISTER OF DEEDS
PREVENEY CORNER

ASTOR COUNTY REGISTER OF DEEDS
PREVENEY CORNER

1078 500

We, Roland V. Rochefort and Doris Rochefort, both of said township

husband and wife respectively,

release to the mortgagee all rights of tenancy by the curtesy and other interests in the mortgaged premises.

Witness our hands and seals this twenty-fourth day of March 1953
Witness - William E. Crother Roland V. Rochefort
as to both. Doris Rochefort

The Commonwealth of Massachusetts

Noted, at Fall River, March 24, 1953

Then personally appeared the above-named Roland V. Rochefort

and acknowledged the foregoing instrument to be his free act and deed before me.

William E. Crother
Notary Public - MASSACHUSETTS

My commission expires November 30, 1956

Received & recorded March 24 1953, 11:07 AM. \$ 47 mm. C. M.

ASTOR COUNTY REGISTER OF DEEDS
PREVENEY CORNER

ASTOR COUNTY REGISTER OF DEEDS
PREVENEY CORNER

ASTOR COUNTY REGISTER OF DEEDS
PREVENEY CORNER

ASTOR COUNTY REGISTER OF DEEDS
PREVENEY CORNER

ASTOR COUNTY REGISTER OF DEEDS
PREVENEY CORNER

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

Commonwealth of Massachusetts.



COUNTY OF BRISTOL

Southern District—New Bedford

July 6, 1953
1078

This Volume of Records, Number 1078 is hereby attested as a true record, under and by virtue of the provisions of Chapter 36, Section 18, of the General Laws.

Attest:

Lawrence W. Caton
Register.

BRISTOL COUNTY
REGISTRY OF DEEDS
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WESTERN COUNTRY CO.
DEPARTMENT OF BUSINESS
MANAGEMENT SYSTEMS

WESTERN COUNTRY CO.
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MANAGEMENT SYSTEMS

1953

VOL. 1078

WESTERN COUNTRY CO.
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