BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

197

KNOW ALL MEN BY THESE PRESENTS, THAT We,

William F. Fuller, Jr. and Lillian Fuller, husband and wife

of New Bedford Bristol County, Massachusetts,

~~Administrator~~ for consideration paid, grant to

Edwin F. Wood III and Evelyn R. Wood, husband and wife as joint tenants but not as tenants by the entirety

of New Bedford

with ~~warranty~~ covenants

the land in said New Bedford, bounded and described as follows:
[Description and encumbrances, if any]

Beginning at the northeast corner of said lot, at a point in the south line of Durfee Street ninety-one and 83/100 (91.83) feet west from the intersection of said south line of Durfee Street with the west line of Cottage Street;

thence southerly in line of land now or formerly of G. A. Kilham and land now or formerly of J. R. Goddard one hundred and 20/100 (100.20) feet;

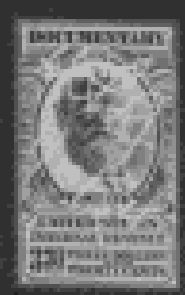
thence westerly fifty (50) feet to land now or formerly of J. D. Manseau;

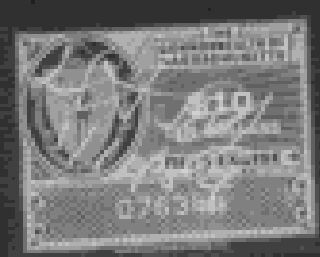
thence northerly in line of last named land one hundred and 13/100 (100.13) feet to said south line of Durfee Street; and

thence easterly in said south line of Durfee Street fifty (50) feet to the point of beginning.

Containing eighteen and 36/100 (18.36) square rods, more or less.

Being the same premises conveyed to us by deed of Samuel W. Christopher et ux recorded in Bristol County, Southern District, Registry of Deeds, dated April 28, 1950, book 983, page 289. Subject to the 1954 real estate taxes which the grantees assume and agree to pay.





1105 2

We, the said grantors, being husband and wife, release to said grantees all rights of curtesy, dower, homestead, statutory, and other interests therein.

~~We, William F. Fuller, Jr. and Lillian Fuller, husband and wife, hereby release to said grantees all rights of curtesy, dower, homestead, statutory and other interests therein.~~

husband wife

~~WITNESS our hand and seal this~~ 11th day of January 1954

Alfred A. Robitaille

William F. Fuller Jr.

Lillian Fuller

The Commonwealth of Massachusetts

Bristol ss. New Bedford January 11 1954.

Then personally appeared the above named

Lillian Fuller

and acknowledged the foregoing instrument to be her free act and deed, before me

Daniel S. Lowney Notary Public

My commission expires Dec 12 1955

Received & recorded June 11 1954 at 9 hrs. 57 min. A. M.

168

1105-2

KNOW ALL MEN BY THESE PRESENTS, that the Trustees of the Attleborough Savings and Loan Association, by John E. Turner, Treasurer of said Association, under authority conferred on said Treasurer by Article 5, Section 1 of the By-Laws of said Association, a copy of which is on record in Book 1006, Page 132, of the Southern District, Bristol County Registry of Deeds, holder of a mortgage

from Jane Charron

to the Trustees of the Attleborough Savings and Loan Association

dated August 29, 1945

recorded with Southern District, Bristol County Registry of Deeds

Book 898 Page 195, acknowledge satisfaction of the same

WITNESS my hand and seal this 8th day of January, 1954

Trustees of the Attleborough Savings and Loan Association

By John E. Turner

Treasurer, Attleborough Savings and Loan Association

The Commonwealth of Massachusetts

Bristol ss. January 8, 1954

Then personally appeared the above-named John E. Turner, Treasurer

and acknowledged the foregoing instrument to be his free act and deed and that of the Trustees of the Attleborough Savings and Loan Association.

before me

Willard E. Olmsted Notary Public

Willard E. Olmsted

My commission expires April 12, 1957

Received & recorded Jan 8 1954 at 3 hrs. 14 min. P.M.

201

1105-3

Know all Men by these Presents

The New Bedford Institution for Savings, holder of a mortgage from John R. Williams et ux to said Institution dated Sept 7 1950 recorded with Bristol County (S.D.) Registry of Deeds, Book 989, Page 331 332, 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 11th day of January 1954

New Bedford Institution for Savings,

By Jane Hirst *Assistant Treasurer.*

Commonwealth of Massachusetts

Bristol, ss. January 11th 1954 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,

Ravia Cowell Howes *Notary Public.*

My commission expires Nov. 22nd 1957

Received & recorded Jan 11 1954 at 9 hrs. 50 min. A.M.

4

7/6/54
Discharge
1119-462
also
2/8/55
1137-401

1105 4 199

KNOW ALL MEN BY THESE PRESENTS, that We,
Edwin F. Wood III and Evelyn R. Wood
of Bristol County, Massachusetts

being ~~XXX~~ married, for consideration paid, grant to

Michael J. Norton Jr. and Gertrude M. Norton

of New Bedford

with mortgage covenants, to secure the payment of

Five Hundred ($500) Dollars

in five months ~~XXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

payable

as provided in our note of even date,

the land in said New Bedford, bounded and described as follows:
[Description and encumbrances, if any]

Beginning at the northeast corner of said lot, at a point in the south line of Durfee Street ninety-one and 83/100 (91.83) feet west from the intersection of said south line of Durfee Street with the west line of Cottage Street;

thence southerly in line of land now or formerly of C. A. Kilham and land now or formerly of J. H. Goddard one hundred and 20/100 (100.20) feet;

thence westerly fifty (50) feet to land now or formerly of J. D. Manseau;

thence northerly in line of last named land one hundred and 19/100 (100.19) feet to said south line of Durfee Street; and

thence easterly in said south line of Durfee Street fifty (50) feet to the point of beginning.

Containing eighteen and 36/100 (18.36) square rods, more or less.

Said premises are subject to a prior mortgage to the Fairhaven Institution For Savings.

Being the same premises conveyed to us by deed of even date by William F. Fuller Jr. and Lillian Fuller.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale.

We, Edwin F. Wood III and Evelyn R. Wood, being intermarried

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 11th day of January 1954

Robert Lowney
+ Lett

Edwin F. Wood III
Evelyn R. Wood

The Commonwealth of Massachusetts

Bristol ss. January 11 1954

Then personally appeared the above named

Edwin F. Wood III and Evelyn R. Wood

and acknowledged the foregoing instrument to be their free act and deed, before me

Robert Lowney
Daniel B. Lowney Jr. Notary Public — ~~Justice of the Peace~~

My Commission expires December 12 1958.

Received & recorded Jan 11 1954, at 9 hrs. & 58 min. A. M.

131

1105-5

The Fairhaven Institution for Savings, a corporation under the laws of Massachusetts, located at Fairhaven, Massachusetts, holder of a mortgage from Frank J. Krol, et ux, of Fairhaven,

to The Fairhaven Institution for Savings, dated April 9, 1946

recorded with Bristol County (S.D.) Registry of Deeds

Book 896 Page 576-7 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 9th day of January 1954.

FAIRHAVEN INSTITUTION FOR SAVINGS.

by Orin B. Carpenter Treasurer

1105 6 Commonwealth of Massachusetts

Bristol, ss. Fairhaven, Mass. January 11 1957

Then personally appeared the above-named Orlando A. Carpenter Treasurer and acknowledged the foregoing instrument to be the free act and deed of said Fairhaven Institution for Savings

before me Doris Cecil Howes Notary Public

My commission expires Nov. 22nd 1957

8-16-53-500-V Received & recorded June 11 1957 at 9 hrs. & 5 min. A.M.

1105-6

189

The NEW BEDFORD CO-OPERATIVE BANK, holder of a mortgage from James N. Costa and Bernice C. Costa to it, dated May 11, 1953 recorded with Bristol County S. D. Registry of Deeds, Book 1083 Page 62.

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 9th day of January 1954

NEW BEDFORD CO-OPERATIVE BANK

By Eugene F. Phelan

Treasurer.

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. January 9, 1954

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, 1959.

Received & recorded June 11 1957 at 9 hrs. & 36 min. A.M.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

202 1105 7

Commonwealth of Massachusetts

SUPERIOR COURT
IN EQUITY

To George P. Agostinho of 181 Middle St., New Bedford, Mass.
and Mary Agostinho of 68 Bryant Street, Dartmouth, Mass.

and to whom it may concern:

New Bedford Five Cents Savings Bank

claiming to be the holder of a mortgage— covering real— property, situated in

Dartmouth, Mass. on the southwest corner of
Bryant Street and Goldman Avenue

given by George P. Agostinho and Mary Agostinho to said New Bedford Five Cents Savings Bank by instrument dated July 18, 1952 and recorded in Bristol County S. D. Registry of Deeds, Book 1056, Page 450;

has filed with said court a bill in equity for authority to foreclose said mortgage— —in the manner following: by entry to take possession and by exercise of the power of sale referred to in said mortgage.

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 or seizure, you or your attorney should file a written appearance and answer in said Court at Taunton on or before February 8th A. D. 1954 or you may be forever barred from claiming that such foreclosure or seizure is invalid under said Act.

Publication to be made in the Standard Times
a newspaper published in New Bedford in the said County of Bristol, at least twenty-one days before said return day.

WITNESS, JOHN F. HIGGINS, Chief Justice, Esquire, Judge of said Court, this seventh day of January 1954.

Marcellus P. Lemaire
Asst. Clerk.

Received & recorded Jan 11 1954, at 10 hrs. 8 — min. A.M.

KNOW ALL MEN BY THESE PRESENTS that we, William Augustus Pease, Warren V. Aiken, Doris R. Burgess and Catherine Green, trustees under the will of Frank W. Pease, late

of New Bedford, Bristol County, Massachusetts, by power conferred under the terms of the will of said Frank W. Pease ~~[illegible]~~ and every other power, for Sixteen Hundred Dollars paid, grant to Jose S. Viera and Julia C. Viera, husband and wife, both of said New Bedford, to have and to hold as joint tenants and not as tenants by the entirety

xx

~~with quitclaim covenants~~

the land in said New Bedford which is bounded and described as follows:
[Description and encumbrances, if any]

Beginning at the southeasterly corner of this tract at a point in the westerly line of Acushnet Avenue; thence by land said to be of one Hammond N 80°35'20"W 483.3 feet to a stake at an angle; thence continuing N 77°26'W 458.83 feet to a stake for a corner; thence S 12°32'40"W 250.64 feet to a stake for a corner; thence N 74°28'10"W 116.75 feet to a stake for a corner; thence continuing S 82°15'50"W 655.67 feet to a stake for a corner; thence N 6°21'40"E 473.45 feet to a stake for a corner; thence N 77°00'40"W to a stake at an angle; thence continuing N 73°24'10"W 509.20 feet to a stake for a corner; thence N 8°35'20"E 676.47 feet to a stake for a corner; thence S 81°9'20"E 2426.60 feet to a stake for a corner; thence S 4°51'W 311.60 feet to a stake at the northeasterly corner of land of one Hammond; thence by last named land N 77°31'40"W 430.68 feet to a stake at the northwesterly corner of said Hammond land; thence by last named land S 4°46'30"W 516.83 feet to a stake at the southwesterly corner of said Hammond land; at the lane way; thence by last named land - the north line of the lane way S 77°30'30"E 431 feet to an angle; thence continuing S 80°00'30"E 278.30 feet to the westerly line of said Acushnet Avenue; and thence southerly in the westerly line of said Acushnet Avenue 25.06 feet to the point of beginning. Containing 45 acres and 49 rods more or less.

Rights in the lane way so called and 25 feet wide as in the deeds given to one Hammond and others is hereby reserved.

Being the same premises conveyed to the said Frank W. Pease by John A. Russell and Allen Russell by deed dated April 14, 1916, and recorded in Bristol County, S.D., Registry of Deeds in Book 433 Page 327, see also Bristol Probate records, Docket No. 86470.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

1105

Excepting from the above description so much of the above described premises as was taken by the City of New Bedford for a street on June 12, 1948, which premises so taken for a street, called Bartlett Street, are bounded and described as follows:

Beginning at a point in the westerly line of Acushnet Avenue distant southerly therein 515 feet from angle #17; thence westerly making an angle on the northwest of 80°5' a distance of 278.30 feet to a point; thence continuing westerly and making an angle on the north of 177°32' a distance of 584.62 feet to the easterly line of contemplated Bartlett Street; thence southerly making an angle on the southwest of 93°35'50" a distance of 38.49 feet to a point; thence easterly parallel to and 38.41 feet from the second described line a distance of 453 feet to a point; thence continuing easterly making an angle on the north of 177°26'20" a distance of 97.40 feet to a point; thence easterly again making an angle on the north of 178°38'30" a distance of 315.84 feet to the westerly line of Acushnet Avenue; thence northerly in the westerly line of Acushnet Avenue a distance of 25 feet from the point of beginning. Containing 110.07 square rods.

See P.I. Book 6 Page 305 recorded in Bristol County, S.D., Registry of Deeds.

The above premises are conveyed subject to the taxes for the year 1954.

dwelling wife of said grantor,

Witness our hand S and seal S this 31st day of December 1953

Louis R. Burger

William Augustus Pease

Catherine Breen

Wilmer T. Pease

Trustees u/w Frank W. Pease

10

1105 10

The Commonwealth of Massachusetts

Bristol ss. December 1 1953

Then personally appeared the above named William Augustus Pease

and acknowledged the foregoing instrument to be his free act and deed, before me

Patrice Shannon
Notary Public—Justice of the Peace

My commission expires February 16 1956

Received & recorded Jan 11 1954, at 11 hrs. & 31 min. A. M.

1105-10 203

Know all Men by these Presents

The New Bedford Institution for Savings, holder of a mortgage from William J. Fuller Jr. et ux to said Institution dated April 28 1950 recorded with Bristol County (S.D.) Registry of Deeds, Book 788 Page 311 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 Jan 11th day of January 1954

New Bedford Institution for Savings,

By [signature]
Assistant Treasurer

Commonwealth of Massachusetts

Bristol, ss. Jan 11 1954. 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,

[signature]
Notary Public.

My commission expires 7/18 1955

Received & recorded Jan 11 1954, at 11 hrs. & 6 min. A. M.

211

KNOW ALL MEN BY THESE PRESENTS

That I, Antone S. Gomes

of New Bedford Bristol County, Massachusetts,

being unmarried, for consideration paid, grant to Marcelline A. Gomes

of said New Bedford

with warranty covenants

the land in said New Bedford with the buildings thereon and bounded and
[Description and encumbrances, if any]

described as follows, viz:-

Beginning at the southeast corner of said lot at a point in the west line of Purchase Street, formerly Fourth Street and at the northeast corner of the Meeting House Lot of the Methodist Episcopal Church, thence northerly in said west line of Purchase Street 34 feet; thence westerly 72.64 feet to land now or formerly of one Woodbridge; thence southerly in line of said Woodbridge land 34 feet to said Meeting House Lot and thence easterly in line of said Meeting House Lot 72.60 feet to the place of beginning. Containing 9.069 square rods more or less, being the same premises conveyed to me by deed of Desmond W. Tripp dated October 27, 1939 recorded in Bristol County S.D. Registry of Deeds Book 824, Page 63-64.

This conveyance is made subject to encumbrances of record, if any.

12

1105 12 No Revenue Stamps Required

Lydia F. Gomes

wife of said grantor,

release to said grantee all rights of ~~[illegible]~~ dower and homestead and other interests therein.

Witness our hand s and seal s this Sixteenth day of December 19 53

Antone S. Gomes

Lydia F. Gomes

The Commonwealth of Massachusetts

Bristol, ss. December 16, 1953

Then personally appeared the above named Antone S. Gomes

and acknowledged the foregoing instrument to be his free act and deed, before me

Alfred J. Gomes Notary Public ~~[illegible]~~

My commission expires September 5 1958

Received & recorded June 11 1954, at 2 hrs. & 15 min. P. M.

1105-12

185

The Fairhaven Institution for Savings, a corporation under the laws of Massachusetts, located at Fairhaven, Massachusetts, holder of a mortgage from Rose A. Gamache, of New Bedford

to The Fairhaven Institution for Savings, dated May 17, 1947,

recorded with Bristol County (S.D.) Registry of Deeds

Book 927 Page 478-9 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 9th day of January 1954.

FAIRHAVEN INSTITUTION FOR SAVINGS.

by Orrin B. Carpenter Treasurer

BRISTOL COUNTY (S.D.) REGISTRY OF DEEDS PROVIDENCE COUNTY

Commonwealth of Massachusetts

Bristol, ss. Fairhaven, Mass. January 10 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 Institution for Savings

before me

Rainerm Howes Notary Public

My commission expires Nov. 2nd 1957

4-25-12-500-V

Received & recorded Jan 11 1957 at 9 hrs & 36 min A.M.

191

1105-13

The NEW BEDFORD CO-OPERATIVE BANK, holder of a mortgage from Patrick S. Gallagher and Leathia C. Gallagher to it, dated April 2, 1952 recorded with Bristol County S. D. Registry of Deeds, Book 1045 Page 322.

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 9th day of January 1954

NEW BEDFORD CO-OPERATIVE BANK

By Eugene F. Phelan

Treasurer.

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. January 9, 1954

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, 1959.

Received & recorded Jan 11 1957 at 9 hrs & 36 min A.M.

14

1105 14 213

WE, WILLIAM J. MARTIN AND THELMA I, MARTIN, husband and wife

of Dartmouth, (Bristol) County, Massachusetts,

~~being unmarried~~, for consideration paid, grant to SECURITY [illegible] CORPORATION

of New Bedford, Mass.

with ~~mortgage covenants~~, to secure the payment of

ONE THOUSAND THREE HUNDRED AND 00/100 ($1,300.00) Dollars

and to secure any future indebtedness which may hereafter arise, as shall be evidenced by promissory note or notes, whether secured or ~~or~~ unsecured ~~payable~~ on demand with ~~payable~~ interest ~~payable~~ payable ~~semi-annually~~

as provided in our note of even date,

the land in Dartmouth, with buildings thereon, bounded and described as follows:

(Description and encumbrances, if any)

FIRST PARCEL: Beginning at a point formed by the intersection of the north line of McCormack St. with the west line of Carrollton Avenue; thence northerly in said west line of Carrollton Ave. eighty(80) feet; thence westerly by lot #165 on plan of this land fifty (50) feet to lot # 219 on said plan; thence southerly by last named land eighty (80) feet to the north line of McCormick Street; and thence easterly in said north line of McCormick Street fifty (50) feet to the point of Beginning.

Containing fourteen and 69/100 (14.69) sq. rds. more or less.

Being lot # 220 on plan of Carrollton Heights section A on file in Bristol County Registry of Deeds Plan Book 25, page 115.

Being the same premises conveyed to us by deed of Arthur J. Balanger et ux dated June 16, 1950 and recorded in said registry book 986, page 446.

SECOND PARCEL: Being lot 219 on plan of Carrollton Heights section A. filed in Bristol County Registry of Deeds plan book 25, page 96. Said lot measures fifty (50) feet on the north side of McCormick Street and is eighty (80) feet in depth.

Being the same premises conveyed to us by deed of Paul O. LaBelle and Paul O. LaBelle Jr. dated March 2, 1953 and recorded in Bristol County Registry of Deeds book 1076, page 313.

The note secured hereby is also secured by a personal property mortgage of even date herewith to be recorded in the Dartmouth Town Clerks Office in Bristol County, Mass.

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale

We, the above mentioned grantors being husband and wife ~~and mortgagor~~

release to the mortgagee all rights of tenancy by the curtesy dower and homestead and other interests in the mortgaged premises.

Witness our hand s and seal s this 11th day of January 19 54

Jesse C. Galligo Jr. — Thelma I. Martin

William J. Martin

The Commonwealth of Massachusetts

Bristol ss. January 11, 19 54

Then personally appeared the above named William J. Martin and Thelma I, Martin

and acknowledged the foregoing instrument to be their free act and deed,

Jesse C. Galligo Jr.

Notary Public — ~~Justice of the Peace~~

Jesse C. Galligo Jr.

My commission expires February 28, 19 58

Received & recorded Jan 11 1954, at 2 hrs 29 min P.M.

214

1105 15

We, Alexander S. Nicholas, George S. Nicholas, Sandra Nicholas, all unmarried, and all of New Bedford, Bristol County, Commonwealth of Massachusetts, Constance Nicholas, unmarried, of Boston, Massachusetts, and Phyllis Vasil , married, of said New Bedford, formerly Phyllis Nicholas

Bristol County, Massachusetts.

for consideration paid, grant to Normand R. Lague and Claire B. Lague, husband and wife, of New Bedford, Bristol County, Commonwealth of Massachusetts, as joint tenants and not as tenants by the entirety

with warranty covenants,

the land, with any buildings thereon, in said New Bedford, bounded and described as follows:

BEGINNING at the point of intersection of the west line of Acushnet Avenue with the south line of Sterling Street;

thence SOUTHERLY in said west line of Acushnet Avenue forty-one and 5/100 (41.05) feet to land now or formerly of Edward A. Larter;

thence WESTERLY by said Larter's land ninety-five and 55/100 (95.55) feet;

thence SOUTHERLY still in said Larter's land forty (40) feet;

thence WESTERLY forty (40) feet to a corner;

thence NORTHERLY eighty (80) feet to said south line of Sterling Street; and

thence EASTERLY in said south line of Sterling Street, one hundred twenty-six and 32/100 (126.32) feet to the place of beginning.

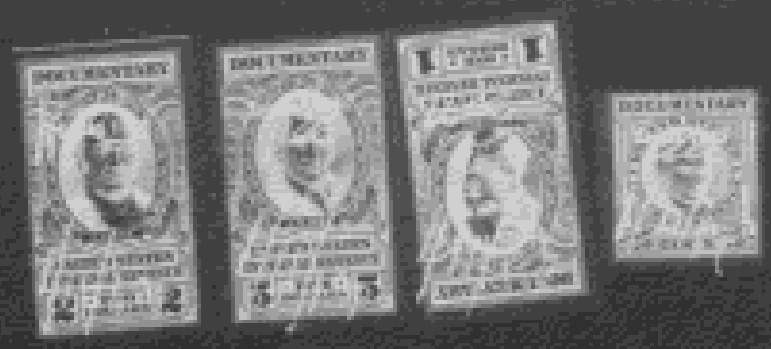
Containing twenty-five and 10/100 (25.10) square rods, more or less.

Being the same premises conveyed to us by deed of Christopher Nicholas, et al, dated August 31, 1950, recorded in Bristol County S.D. Registry of Deeds, Book 1023, Page 52.

Subject to the 1954 real estate taxes which the grantees assume and agree to pay.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

I, James Vasil, being husband of Phyllis Vasil,
release to said grantee & all rights of curtesy, ~~dower~~, homestead, statutory, and other interests therein.



Witness our hand & and seal this 11th day of January 1954.

Executed in the presence of

Frank O. Long by D.E.M.
A. Robert Rose
Jr.

George S. Nicholas
Alexander S. Nicholas
Barrie Nicholas
Constance Nicholas
Phyllis M. Vasil
James S. Vasil

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 11th 1954.

Then personally appeared the above named Alexander S. Nicholas
and acknowledged the foregoing instrument to be his free act and deed,

before me Notary Public

My commission expires 7/18 1958

Received & recorded Jan. 11 1954, at 3 hrs & 15 min P.M.

Know All Men By These Presents That I, Mary S. Cornelio, now of Stuart, Florida and formerly

of New Bedford, Bristol County, Massachusetts,

being ~~married~~, for consideration paid, grant to James Devine and Janie Devine, husband and wife, as joint tenants and not as tenants by the entirety, both of 24 Stapleton Street in said New Bedford

~~XX~~

with ~~warranty~~ covenants

the land in said NEW BEDFORD with the buildings thereon, being lot 98 on

[Description and encumbrances, if any]

Plan of Land of Patrick Sweeney, Trustee, dated June 28, 1926, made by Frank H. Metcalf, C. E. recorded in Bristol County S. D. Registry of Deeds, Plan Book 19, Page 91, bounded and described as follows:

Beginning at a point in the westerly line of Padanaram Avenue, which point is distant therein 349.75 feet northerly from the southeasterly corner of lot 91 on said plan, said point also being the northeasterly corner of lot 97 on said plan;

thence westerly in line of said lot 97, 85 feet to lot 85 on said plan;

thence northerly in line of last named lot 45 feet to lot 99 on said plan;

thence easterly in line of last named lot 85 feet to said westerly line of Padanaram Avenue; and

thence southerly in said westerly line of Padanaram Avenue 45 feet to the place of beginning.

Containing 14.05 square rods, more or less and being the same premises conveyed to me by deed of Frank Furtado, dated July 10, 1953 and recorded in said Registry, Book 1088, Pages 462 and 463.

Said lot 98 is described as set forth on said plan and is hereby conveyed subject to any change of street lines which may have been made or may be made by the City of New Bedford.

Lots 112 and 122 on said plan have been thrown out as private ways which the grantees and their assigns have the privilege to pass and repass over said ways to the beach opposite said lots 112 and 122 and the privilege to use said beaches for the purpose of bathing, boating and fishing, but no boat or boats are to be left on said beaches and ways.

STOCK COUNTY CLERK
REGISTRY OF DEEDS
PREVIEW ONLY

This conveyance is made subject to real estate taxes for 1954, which the grantees, by the acceptance of this deed, assume and agree to pay.

I, Manuel R. Correia, husband ~~wife~~ of said grantor,

release to said grantee all rights of tenancy by the curtesy ~~dower and homestead~~ and other interests therein.

Witness OUR hand s and seal s this 8th day of JANUARY 1954.

Witness to both: Dotha C. Ratliff, Dorothy Price

Mary S. Correia
Mary S. Correia

Manuel R. Correia
Manuel R. Correia

STATE OF FLORIDA
~~The Commonwealth of Massachusetts~~

Martin County ss. Stuart, January 8th 1954.

Then personally appeared the above named Mary S. Correia

and acknowledged the foregoing instrument to be her free act and deed, before me

DOROTHY PRICE
Clerk of Circuit Court
MARTIN COUNTY
Stuart, Florida

Dorothy Price
Dorothy Price

STATE OF FLORIDA,
COUNTY OF MARTIN } ss.

1105 19

I, Dorothy Pierce, Clerk of the County of Martin and also Clerk of the Circuit Court for the said County, the same being a Court of Record, DO HEREBY CERTIFY that Dorothy Pierce whose name is subscribed to the certificate of the proof of acknowledgment of the annexed instrument and thereon written was, at the time of taking such proof and acknowledgment a Notary Public, in and for said County, residing therein, duly commissioned and sworn, and authorized by the laws of said State to take the acknowledgments and proofs of deeds or conveyances, for land tenements or hereditaments in said State, to be recorded therein. And further that I am well acquainted with the handwriting of said Notary Public, and verily believe that the signature to said certificate of proof or acknowledgment is genuine.

I further Certify that the impression of the seal of a Notary Public is not required by law to be filed in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 8th day of January 19 54

DOROTHY PIERCE, Clerk of Circuit Court.

By Judith Johnson
Deputy Clerk.

Received & recorded Jan. 11, 1954, at 9 hrs. & 57 min. P.M.

204

1105-19

The ACUSHNET CO-OPERATIVE BANK, holder of a mortgage

from John A. Birknes and Clara M. Birknes

to it, dated October 1, 1942 recorded with Bristol County S. D. Registry of Deeds, Book 858, Page 320,

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 eleventh day of January 19 54

ACUSHNET CO-OPERATIVE BANK

By Eugene F. Phelan
Treasurer.

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. January 11, 1954

Then personally appeared the above-named Eugene F. Phelan, 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. 8, 1955

Received & recorded Jan. 11 1954, at 11 hrs. & 17 min. A.M.

1105 20 217

Know All Men By These Presents That We, James Devine and Julia Devine, husband and wife, both

of New Bedford Bristol County, Massachusetts

~~being owners of~~ for consideration paid, grant to Manuel Bernardo and Maria Bernardo, husband and wife, both of 34 Swift Street in said New Bedford,

~~xxx~~

with **mortgage covenants**, to secure the payment of One thousand two hundred twenty-five ($1,225.00) Dollars

in five (5) years with five (5%) per cent interest, per annum

payable QUARTERLY with at least $50.00 to be paid on the principal quarterly with the privilege of paying the balance at any time before maturity, as provided in our note of even date,

the land in NEW BEDFORD, Bristol County, Massachusetts, with the buildings thereon, [Description and encumbrances, if any]

being lot 98 on Plan of Land of Patrick Sweeney, Trustee, dated June 28, 1926, made by Frank M. Metcalf, C. E. recorded in Bristol County S. D. Registry of Deeds, Plan Book 19, Page 91, bounded and described as follows:

Beginning at a point in the westerly line of Padanaram Avenue, which point is distant therein 349.75 feet northerly from the southeasterly corner of lot 91 on said plan, said point also being the northeasterly corner of lot 97 on said plan;

thence westerly in line of said lot 97, 85 feet to lot 85 on said plan;

thence northerly in line of last named lot 45 feet to lot 99 on said plan;

thence easterly in line of last named lot 85 feet to said westerly line of Padanaram Avenue; and

thence southerly in said westerly line of Padanaram Avenue 45 feet to the place of beginning.

Containing 14.05 square rods, more or less and being the same premises conveyed to us by deed of Mary S. Correia, dated January 2, 1954 to be recorded herewith in said Registry.

Said lot 98 is described as set forth on said plan and is hereby conveyed subject to any change of street lines which may have been made or may be made by the City of New Bedford.

Lots 112 and 122 on said plan have been thrown out as private ways which the grantees and their assigns have the privilege to pass and repass over said ways to the beach opposite said lots 112 and 122 and the privilege to use said beaches for the purpose of bathing, boating and fishing, but no boat or boats are to be left on said beaches and ways.

BRISTOL COUNTY (S.D.) REGISTRY OF DEEDS PERRY WHITE, REGISTRAR

1170-374

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale.

We, James Devine and Janie Devine,

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 eleventh day of January 19 54.

Fred M. Thomas
Witness to both.

James Devine
Janie Devine

The Commonwealth of Massachusetts

Bristol ss. New Bedford, January 11, 1954.

Then personally appeared the above named James Devine and Janie Devine

and acknowledged the foregoing instrument to be their free act and deed, before me

Fred M. Thomas
Fred M. Thomas Notary Public

My Commission expires November 9, 1959

Received & recorded Jan. 11, 1954, at 3 hrs. 59 min. P. M.

190

1105-21

Lottie F. Gifford holder of a mortgage

from Patrick S. Gallagher and Leathia C. Gallagher

to me

dated April 2, 1952

recorded with Bristol County S.D. County Registry of Deeds

Book 1045, , Page 334, , acknowledge satisfaction of the same

Witness my hand and seal this 9th day of January 19 54.

Lottie F. Gifford

Cecil H. Whittle

The Commonwealth of Massachusetts

Bristol ss. January 9, 19 54.

Then personally appeared the above named Lottie F. Gifford

and acknowledged the foregoing instrument to be her free act and deed

before me

Cecil H. Whittle
Cecil H. Whittle Notary Public — ~~Justice of the Peace~~

My commission expires December 17, 19 59.

Received & recorded Jan 11 19 54 at 9 hrs. & 36 min. A. M.

BRISTOL COUNTY REGISTRY OF DEEDS PREVIEW ONLY

1105 22 219

Commonwealth of Massachusetts

BRISTOL, ss. *To the Sheriff of our County of Bristol, or either of his Deputies; or any Constable of the City of New Bedford, in said County,* GREETING:

We command you to attach the goods or estate of

Manuel Amaral
446 Chancery Street
New Bedford, Massachusetts

to the value of ---ONE THOUSAND----- Dollars, and summon the said Defendant (if he may be found in your precinct) to appear before the Third District Court of Bristol, to be holden at New Bedford, within our County of Bristol, on the fourth Saturday of January A. D. ~~XIX~~, 1954, at nine of the clock in the forenoon, then and there to answer to

New Bedford Lumber Corp., a corporation duly organized under the laws of the Commonwealth of Massachusetts, and having a usual place of business in New Bedford, Massachusetts.

in an action of contract

To the damage of the said Plaintiff, (as he says,) the sum of --ONE THOUSAND ($1,000.00)---- Dollars, as shall then and there appear, with other due damages, and have you there this writ with your doings therein.

Witness, FRANK A. MILLIKEN, Esquire, *Justice of our said Court, at New Bedford, this* 11th *day of* January *in the year of our Lord one thousand nine hundred and* fifty-four.

WALTER R. MITCHELL, Clerk.

A true copy. Attest: Leopold Rezendes

DEPUTY SHERIFF.

Bristol, ss. New Bedford, Mass., January 11, 1954.

By virtue of this Writ, I, this day at 15 minutes past 4 o'clock in the afternoon attached as the property of the within named Manuel Amaral defendant all right, title and interest he now has in and to any Real Estate situated in New Bedford or elsewhere in the County of Bristol.

And afterwards on the today ~~of~~ date Jan. 11, 1954 ~~at~~ I deposited a true and attested copy of this writ, without the declaration but with so much of my return thereon as relates to the attachment of real estate, in the office of the Register of Deeds for the Southern District of said County of Bristol

from the office of
Harold Hurwitz, Esq.
New Bedford

Leopold Rezendes
Deputy Sheriff.

Received & recorded Jan 11 1954, at 4 hrs & 55 min. P.M.

BRISTOL COUNTY REGISTRY OF DEEDS PREVIEW ONLY

223 1105 23

Commonwealth of Massachusetts

Bristol, ss. To the Sheriffs of our several Counties, or either of their Deputies, or any Constable of the City of New Bedford, in Said County, Greeting:

WE COMMAND YOU to attach the Goods or Estate of

George R. LeBoeuf of New Bedford, Bristol County, Massachusetts
(12 George Street)

to the value of four thousand Dollars, and summon the said Defendant , (if he may be found in your precinct,) to appear before the Third District Court of Bristol, to be holden at New Bedford, within our County of Bristol, on the first Saturday of February A.D. 19 54 , at nine of the clock in the forenoon; then and there to answer to

Sylva Lagne of said New Bedford

in an action contract—~~XXXX~~

To the damage of the said plaintiff , (as he says,) the sum of four thousand Dollars as shall then and there appear, with other due damages. And have you there this writ with your doings therein.

Witness, AUGUST C. TAVEIRA, Esquire, *Justice of said Court, at said New Bedford, the* 11th *day of* January *in the year of our Lord one thousand nine hundred and* fifty-four.

Walter R. Mitchell
Clerk.

OFFICER'S RETURN

New Bedford, January 12 19 54

BRISTOL, SS.

By virtue of this Writ, I this day at 30 minutes past 8 o'clock in the forenoon attached as the property of the within named George R. LeBoeuf, defendant, all right, title and interest he now has in and to any Real Estate situated in New Bedford or elsewhere in the County of Bristol. And afterwards on the 12th day of January, 1954, I deposited a true and attested copy of this writ, without the declaration but with so much of my return thereon as relates to the attachment of real estate, in the office of the Register of Deeds for the Southern District of said County of Bristol.

Fees: Mileage, Thomas A. Allyn, New Bedford

Deputy Sheriff

Received & recorded Jan. 12, 1954, at 10 hrs. & 2 min. A.M.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

224

1105 24

Commonwealth of Massachusetts

Execution Book 1103 Page 438

BRISTOL, ss. THIRD DISTRICT COURT OF BRISTOL

I Hereby Certify that

Leonard Olivier doing business as
Olivier Plumbing & Heating Supply
Co.

of New Bedford,
Plaintiff, on the twenty-seventh day of March A. D. 1953,
before our Justices of the Third District Court of Bristol holden at New Bedford, within said County of Bristol, for civil business, recovered judgment in an action of contract against

Judg't date. Mar. 27, 1953

Dam. $372.55
Costs 10.41

John J. Villa

of said New Bedford, defendant
for the sum of Three Hundred Seventy-two dollars and fifty-five cents, debt or damage and Ten dollars and forty-one cents for charges of suit; that an execution was issued by said Court on the twenty-fourth day of December A.D.1953 and on the ninth day of January A.D.1954 said execution was returned to Court, satisfied in full.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, at said New Bedford, this eleventh day of January, in the year of our Lord one thousand nine hundred and fifty- four.

THIRD DISTRICT COURT OF BRISTOL 1874

Mary E. Bannister Asst. Clerk

Received & recorded Jan. 12, 1954, at 10 hrs. & 11 min. A. M.

BRISTOL COUNTY (S.D.) REGISTRY OF DEEDS PROVIDED FOR REFERENCE ONLY

228

1105 - 25

I, Morris P. Fox

of New Bedford, Bristol County, Massachusetts

being unmarried, for consideration paid, grant to Edward M. Silva and Aurore Silva, husband and wife, as joint tenants and not as tenants by the entirety,

both of Fairhaven, said county and Commonwealth,

with warranty covenants, my undivided one-half interest in and to

the land in said New Bedford, with the buildings thereon, bounded and described as follows:

(Description and encumbrances, if any)

Beginning at the point of intersection of the north line of Sycamore Street with the west line of Cedar Street;

Thence NORTHERLY in said west line of Cedar Street forty-seven and 83/100 (47.83) feet to land now or formerly of William H. Brown heirs;

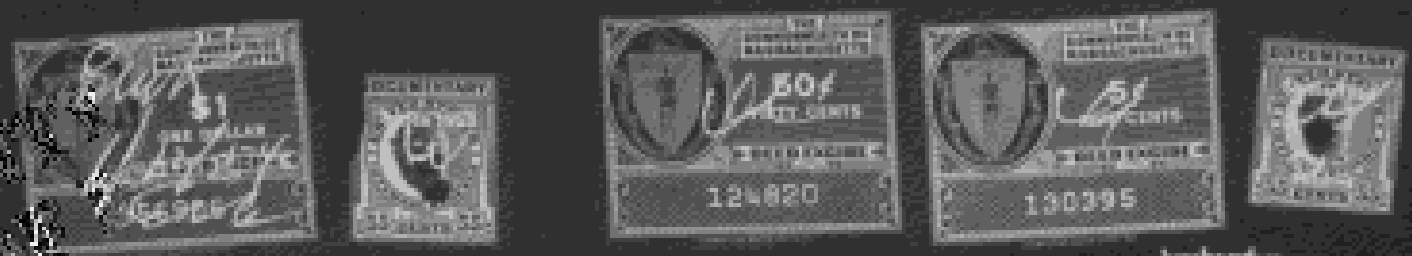
Thence WESTERLY in line of last named land fifty-six (56) feet;

Thence SOUTHERLY still in line of last named land forty-nine (49) feet to a point in the said north line of Sycamore Street;

Thence EASTERLY in said north line of Sycamore Street fifty-six (56) feet to the point of beginning.

Containing nine and 96/100 (9.96) square rods, more or less.

Being the same premises conveyed to myself and the grantees herein named by deed of Charles D. Miendeau dated Oct. 16th (?) 1102 and recorded with Bristol County (S.D.) Registry of Deeds, book A Page 434.



Subject to a mortgage to the Mt. Lebanon Co-operative Bank

release to said grantee all rights of dower and homestead and other interests therein.

Witness my hand and seal this 12th day of January 1954

Morris P. Fox

The Commonwealth of Massachusetts

Bristol ss. New Bedford, January 12th 1954

Then personally appeared the above-named Morris P. Fox

and acknowledged the foregoing instrument to be his free act and deed, before me

E. Manuel Santos
Notary Public

My commission expires March 3 1955

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

1105 26

№ 7713

The Commonwealth of Massachusetts

DEPARTMENT OF CORPORATIONS AND TAXATION

WILLIAM A. SCHAN, COMMISSIONER

BUREAU OF INHERITANCE TAXES

INHERITANCE TAX REAL ESTATE CERTIFICATE

December 30, 1953

In the estate of Gladys G. Riendeau

late of New Bedford, Massachusetts. deceased. This is to certify

~~that no inheritance tax is due on the real estate herein described~~;

that no inheritance tax is due on the real estate herein described, or any interest therein, that passed or accrued to Charles D. Riendeau as surviving joint owner;

(Description)

A certain parcel of land containing (9.96) square rods more or less, with the buildings thereon, situated at #187 Cedar Street, New Bedford, Massachusetts.

By deed dated September 18, 1946 and recorded in Bristol County South District

Registry of Deeds, Book 920 Page 383

ACCOUNT NUMBER
1201 - 208

FEE PAID $ 3.00

WILLIAM A. SCHAN
Commissioner of Corporations and Taxation

By Stanley S. Foster

Received & recorded Jan. 12 1954, at 11 min. 8 53 min. a. m.

230 1105 27

We, James W. Price and Vivian D. Price, husband and wife,

of New Bedford, Bristol County, Massachusetts,

for consideration paid, grant to Leo G. Gelinas and Lucille T. Gelinas, husband and wife, of said New Bedford, as joint tenants and not as tenants by the entirety,

with warranty covenants,

the land, with any buildings thereon, in said New Bedford, bounded and described as follows:

BEGINNING at the northeasterly corner thereof and the northwesterly corner of land now or formerly of Ferdinand Exna at a point in the south line of Tallman Street;

thence SOUTHERLY in line of land now or formerly of Ferdinand Exna one hundred and 5/100 (100.05) feet;

thence WESTERLY and parallel with said south line of Tallman Street fifty-two (52) feet;

thence NORTHERLY one hundred and 5/100 (100.05) feet to said south line of Tallman Street; and

thence EASTERLY therin fifty-two (52) feet to the point of beginning.

Containing nine and 10/100 (9.10) square rods, more or less.

Being the same premises conveyed to us by deed of Rupert Kobza, dated July 25, 1947 and recorded in Bristol County S.D. Registry of Deeds, Book 933, Page 276.

Subject to an easement to the City of New Bedford for a water works conduit across the northwest corner of the premises.

Subject to the 1954 real estate taxes which the grantees assume and agree to pay.

BRISTOL COUNTY (S.D.) REGISTRY OF DEEDS PROVIDENCE, R.I.

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 hand s and seal this 12th day of January 1954.

Executed in the presence of

James W. Price

Vivian D. Price

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 12 1954.

Then personally appeared the above named James W. Price and acknowledged the foregoing instrument to be his free act and deed,

before me Alfred Robert Cure
Notary Public

My commission expires 7/18 1958

Received & recorded Jan 12 1954, at 11 Min. 3 30 min. P.M.

232

KNOW ALL MEN BY THESE PRESENTS:

That We, James Gracia Mendes and Alice Mendes, husband and wife,

of New Bedford, Bristol County, Massachusetts,

~~being unmarried~~, for consideration paid, grant to

Joseph G. Livramento

of said New Bedford

with ~~warranty~~ covenants

the land in New Bedford, with any building thereon, bounded and described as follows:-

[Description and encumbrances, if any]

Beginning at the southwest corner of said lot in the east line of Acushnet Avenue and at the northwest corner of land now or formerly of Margarida O. Nereu which point is one hundred fifty-one and 3/100 (151.03) feet from the intersection of the east line of Acushnet Avenue and the northerly line of South Street; thence easterly in line of said Nereu land one hundred seven and 42/100 (107.42) feet; thence northerly in line of land now or formerly of Anna Delage forty-eight and 69/100 (48.69) feet to land now or formerly of Joseph C. and Alice DeMello; thence westerly in line of said DeMello land one hundred seven and 82/100 (107.82) feet to said easterly line of Acushnet Avenue and thence southerl in said easterly line of Acushnet Avenue forty-nine and 99/100 (49.99) feet to the point of beginning.

Containing nineteen and 5/100 (19.5) square rods, more or less and being the westerly part of the premises conveyed to Annie D.R. Carroll et al by Mary Raposa by deed dated July 26, 1935 and recorded in Bristol County (SD) Registry of Deeds, Book 765, page 519, and also conveyed to us by deed of said Annie D.R. Carroll et al dated October 22, 1941 and recorded in said Registry, Book 847, page 466.

Subject to the 1954 real estate taxes which the grantee assumes and agrees to pay.

1105 30

James Gracia Mendes and Alice Mendes

release to said grantee all rights of tenancy by the curtesy, dower and homestead and other interests therein.

Witness our hands and seals this 12th day of January 19 54

James Gracia Mendes
Alice Mendes

The Commonwealth of Massachusetts

Bristol ss. January 12th

Then personally appeared the above named James Gracia Mendes and Alice Mendes

and acknowledged the foregoing instrument to be their free act and deed, before me

Alfred J. Vieira
Notary Public—~~JUSTICE OF THE PEACE~~
My commission expires September 5 1958

Received & recorded Jan 12 19 54 11 hrs 853 min A. M.

235

KNOW ALL MEN BY THESE PRESENTS

that, I, Bernice Soares (formerly Bernice DeCruz)

of New Bedford, Bristol County, Massachusetts

being ~~xxxxxxxxx~~ married, for consideration paid, grant to Bristol Acceptance Trust, Inc., a corporation duly organized and existing by law and having its place of business in New Bedford, Massachusetts

~~xx~~

with ~~mortgage covenants~~, to secure the payment of Seven Hundred Dollars payable $15. each and every month upon the principal sum, said payment to include both principal and interest, but upon default of any one payment, the whole balance shall ~~xxxxxx~~ become due and payable

~~xx~~ ~~xxxxx~~ with six (6) per cent interest, per annum

payable quarterly after maturity

as provided in my note of even date,

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 of said lot at a point in the east line of Purchase Street (formerly Fourth Street) and at the southwest corner of land formerly of Oliver Swain;

thence easterly in line of said Swain's land one hundred four (104) feet and nine (9) inches to land formerly of Abraham Barker;

thence southerly in line of said Barker's land thirty-eight (38) feet eleven and one-half (11½) inches to land formerly of Lemuel Kollock;

thence westerly in line of said Kollock's land one hundred four (104) feet eight (8) inches to said east line of Purchase Street;

and thence northerly in said east line of Purchase Street thirty-nine (39) feet eleven and one-half (11½) inches to the place of beginning.

Containing fifteen and 2/10 (15.2) square rods, more or less.

Being the First Parcel described in deed of Claire L. Cournoyer to said Virginie Vigfers, dated February 29, 1952 and recorded with Bristol County S. D. Registry of Deeds, Book 1044, Page 261.

Being the same premises conveyed to me by deed of Joseph T. Moreau, Executor under the Will of Virginie Vigfers late of New Bedford, Bristol County, Massachusetts, dated June 30, 1953 , and recorded in Bristol County (S.D.) Registry of Deeds, Book 1087, Page 472.

Subject to a mortgage to the New Bedford Five Cents Savings Bank in the approximate amount of $4,000, and subject to a mortgage to the Bristol Acceptance Trust, Inc. in the amount of $1,400.00.

1105 31
Discharge 11/8/54
1130-294

1105 32

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale,

Joseph A. Soares

[illegible] mortgagor,

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 eleventh day of January 1954.

Bernice Soares

Joseph A. Soares

The Commonwealth of Massachusetts

Bristol ss. New Bedford, January 11, 1954.

Then personally appeared the above named Bernice Soares

and acknowledged the foregoing instrument to be her free act and deed, before me

Napoleon Joseph Demoreux Notary Public - Justice of the Peace

My Commission expires April 2, 1959.

Received & recorded Jan 12, 1954 at 1 hrs. & 36 min. P.M.

1105-32

207

The Fairhaven Institution for Savings, a corporation under the laws of Massachusetts, located at Fairhaven, Massachusetts, holder of a mortgage from Jose Tiaira

to The Fairhaven Institution for Savings, dated February 15, 1952

recorded with Bristol County S. D. Registry of Deeds

Book 1041 Page 287 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 8th day of January 1954

FAIRHAVEN INSTITUTION FOR SAVINGS

by Orrin B. Carpenter Treasurer

Commonwealth of Massachusetts

Bristol, ss. Fairhaven, Mass. January 13, 19 5

Then personally appeared the above-named Orris B. Cummings

and acknowledged the foregoing instrument to be the free act and deed of said Fairhaven Institution for Savings

before me Charles Badeaff Notary Public

My commission expires Oct 22 1960

Received & recorded June 11 1954, at 11 hrs. & 03 min. A. M.

209

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*

Brydson Sharples et ux.

to said Corporation, dated January 15, 1952 *A. D.* , *and recorded with Bristol County S. D. Registry of Deeds, book* 1039 , *page* 36 , *acknowledges satisfaction of the same.*

In witness whereof, *the said* NEW BEDFORD FIVE CENTS SAVINGS BANK, *by* Edward F. Dalzell , *its* 1st. Asst. Treas. *thereto duly authorized, has caused its corporate name to be hereto subscribed and its corporate seal hereto affixed, this* eleventh *day of* January, 1954 , *A. D.*

Signed and sealed in the presence of

NEW BEDFORD FIVE CENTS SAVINGS BANK
By Edward F. Dalzell
President
Treasurer
1st. *Asst. Treasurer*

Commonwealth of Massachusetts

Bristol,ss. New Bedford, January 11, 1954 . *Then personally appeared the above-named* Edward F. Dalzell, 1st. Asst. Treasurer , *and acknowledged the foregoing instrument to be the free act and deed of said Corporation, before me*

Paul Cornell Howe
~~Justice of the Peace~~
Notary Public.
My commission expires Nov 22nd 1957

Jun 11, 54 , at 2 o'clock and 11 minutes M.

Received and entered with Bristol Co. S.D. Registry of deeds,

book 1105 *page* 33

1105 34 236

I, Edward N. Silva, husband of the grantor herein

of Fairhaven, Bristol County, Massachusetts,

being unmarried, for consideration paid, grant to Edward N. Silva and Aurora Silva, husband and wife, as joint tenants and not as tenants by the entirety,

both of said Fairhaven

with warranty covenants, all my right, title and interest in and to

the land in New Bedford, said county and Commonwealth, with the buildings thereon, bounded and described as follows: (Here insert description of land)

Beginning at the point of intersection of the north line of Sycamore Street with the west line of Cedar Street;

Thence NORTHERLY in said west line of Cedar Street forty-seven and 83/100 (47.83) feet to land now or formerly of William S. Brown heirs;

Thence WESTERLY in line of last named land fifty-six (56) feet;

Thence SOUTHERLY still in line of last named land forty-nine (49) feet to a point in the said north line of Sycamore Street;

Thence EASTERLY in said north line of Sycamore Street fifty-six (56) feet to the point of beginning.

Containing nine and 96/100 (9.96) square rods, more or less.

Being the same premises conveyed to me by deed of Charles Riendeau dated and recorded with Bristol County (S.D.) Registry of Deeds, Book 1102 Page 434. Also, see deed of Norman P. Fox to me dated and recorded with Bristol (S.D.) Registry of Deeds, Book 1128 Page 228.

NO REVENUE STAMPS REQUIRED

husband and wife of said grantor,

release to said grantee all rights of dower and homestead by the curtesy and all other interests therein.

Witness my hand and seal this 12th day of January 19 54

Edward N. Silva

The Commonwealth of Massachusetts

Bristol ss. New Bedford, January 12 1954

Then personally appeared the above-named Edward N. Silva

and acknowledged the foregoing instrument to be his free act and deed, before me

E. Manuel Kantor
Notary Public

My commission expires March 3 1955

Received & recorded June 12 1954 at 1 hrs. & 57 min. P.M.

REGISTRY OF DEEDS PROVIDENCE COUNTY

239 1105 35

I, Fred E. Hilton
of New Bedford, Bristol County, Massachusetts,
for consideration paid, grant to Security Bankers, Inc., a corporation duly established by law and having its usual place of business in said New Bedford,

with warranty covenants

the land in said New Bedford, bounded and described as follows:

[Description and encumbrances, if any]

Beginning at a point three hundred seventy-three and 26/100 (373.86) feet west of the intersection of the northerly line of Rodney French Boulevard South with the westerly line of Rodney French Boulevard East;

thence northerly at right angles to the said northerly line of Rodney French Boulevard South one hundred twenty (120) feet to a corner;

thence easterly at right angles to last described line eighty (80) feet to a corner;

thence southerly in a line parallel with the first described line one hundred twenty (120) feet to the northerly line of Rodney French Boulevard South;

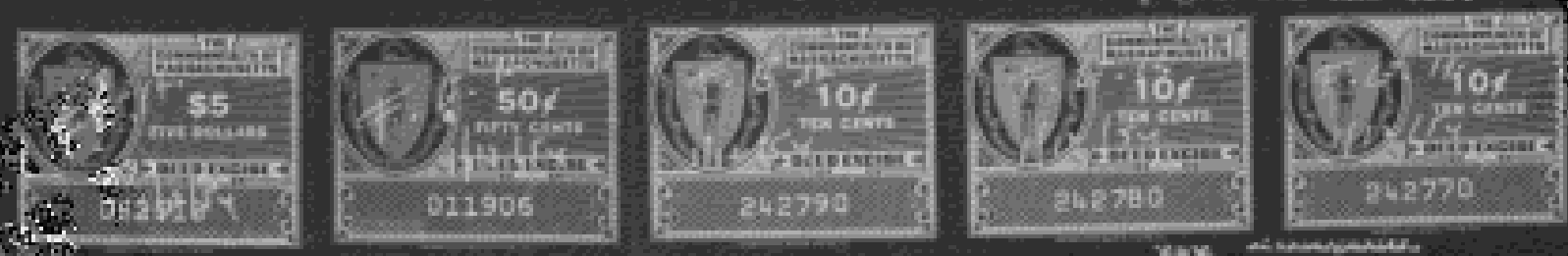
thence westerly in the northerly line of Rodney French Boulevard South eighty (80) feet to the point of beginning.

Containing 9600 square feet, more or less.

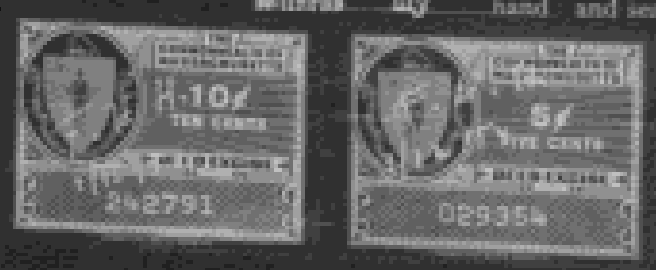
Being a part of Lots 11 and 12 as shown on plan of Point Haven dated May 26, 1952, and recorded in Bristol County S. D. Registry of Deeds, Plan Book 44, Page 82.

Being the same premises conveyed to me by deed of Daniel E. Bauer dated July 18, 1952 and recorded in said Registry Book 1057, Page 187.

Said premises are conveyed subject to a mortgage to Worcester Federal Savings And Loan Association dated September 23, 1952, recorded in said Registry, Book 1063 page 201, for $8,200. on which the balance is $7865.61, the 1954 taxes to the City of New Bedford, both of which the grantee assumes and agrees to pay; subject also to an easement to the City of New Bedford for sewer and drainage purposes along a northerly five foot strip thereof as set forth in documents recorded in said Registry in Book 1060 at pages 431 and 433.



Witness my hand and seal this twelfth day of January 1954



Fred E. Hilton

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 12, 1954.

Then personally appeared the above named Fred E. Hilton

and acknowledged the foregoing instrument to be his free act and deed, before me

Viola M. Cornier
Viola M. Cornier Notary Public

My Commission expires May 14 1959

Received & recorded June 12 1954 at 1 hrs. & 5 min. P.M.

1105 36 242

KNOW ALL MEN BY THESE PRESENTS, that I, Alma Allaire

of Hyannis (Barnstable) County, Massachusetts,
being unmarried, for consideration paid, grant to Manuel H. Lopes

of New Bedford 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 westerly line of Church Street distant southerly therein five hundred ten (510) feet from the point of intersection of the westerly line of Church Street with the southerly line of Brockton Street;

thence westerly in a line parallel to the southerly line of Brockton Street a distance of ninety-five (95) feet to a point;

thence southerly in the easterly line of land now or formerly of John B. Pruneau, Jr. a distance of fifty (50) feet to a point;

thence easterly in a line parallel to the first described line a distance of ninety-five (95) feet to a point in the westerly line of Church Street;

thence northerly in the westerly line of Church Street a distance of fifty (50) feet to the point of beginning.

Containing 17.53 square rods.

Being the same premises conveyed to me by deed of Timothy E. Regan dated March 27, 1925 and recorded with Bristol County (S.D.) Registry of Deeds; Book 609, Page 31. See Book 574; Page 12.

No documentary stamps required.

(T.N.E.)

~~husband~~ wife release and quitclaim ~~homestead~~ ~~and all interest therein~~

Witness my hand and seal this 9th day of January 1954

Alma Allaire

The Commonwealth of Massachusetts

Barnstable, ss. January 9, 1954

Then personally appeared the above named Alma Allaire

and acknowledged the foregoing instrument to be her free act and deed, before me

Thyra E. Carl
Notary Public

My Commission expires June 21

Received & recorded January, 1954, at 2 hrs. & 17 min. P. M.

BRISTOL COUNTY S.D. REGISTRY OF DEEDS PROVIDENCE COUNTY

243

1105 37

I, Melvin C. Borden,

of Westport Bristol County, Massachusetts,

being ~~married~~, for consideration paid, grant to William P. Davis and Edna D. Davis, husband and wife, to them and the survivor of them, as tenants by the entirety, now residing at 288 Elm Grove Avenue, Providence, Rhode Island,

xx

with ~~warranty covenants~~

the land~~xx~~ with all buildings, appurtenances, and improvements thereon
[Description and exceptions, if any]

situated on the northerly side of Brayton Road, sometimes called Brayton Point Road, in the Acoaxet section of the Town of Westport, Bristol County, Massachusetts, bounded and described as follows:

Westerly and Northerly by land formerly of Thomas G. Thompkins, now or formerly of Frederick M. Mitchell and Ruth Mitchell; Easterly by land formerly of George W. Kirby; and southerly by said Brayton Road, including the brook on the easterly boundary of said premises: Containing by estimation Twenty-one (21) acres of land, more or less, being a part of the homestead farm of the late Charles R. Borden.

Together with and subject to all rights of way and easements of record. For reference to the grantor's source of title, see deed of Victoria A. Borden, et all, dated June 14, 1913 and recorded in Bristol County South District Registry of Deeds, Book 393, Page 206.

Subject to an unrecorded oral farm lease for pasteurage of cows to Roscoe Macomber which expires May 1, 1954.

Reserving to the grantors herein the right to pump water from the spring on the above described premises, only for their own household and only for as long as either of the grantors shall occupy their present location on the southerly side of said Brayton Road, and only so long as the water supply from such spring remains adequate to the needs of both the grantees and the grantors. The grantors shall have the right of access to the pump and its pipeline for the purpose of maintenance, repair, and replacement of the pump and its pipeline and responsibility for such maintenance, repair and replacement shall rest solely upon the grantor unless the grantees use the said pump in which case the responsibility shall fall upon the grantees and the grantor in proportion to their use.

The above described premises are subject to the following restrictions which, as part of the consideration paid for this deed, the grantor agrees, shall also apply to all the remaining land owned by him between Brayton Road and Richmond Pond, which is bounded:

Northerly by Brayton Road;

Easterly by land formerly of Howland, now of Gretchen H. Rogers;

Southerly by land now of Mildred H. Foster and Marion B. King, formerly of George W. Howland and by land formerly of Manchester;

See Boundary Agreement 12/18/69 1594-747

Inheritance Tax Cert. 12/19/69 1694-930

1105 38

Westerly by Brayton Road: Excepting therefrom all the land at the southwesterly corner of the above described premises, which lies Southerly of the Northerly wall of a way extending Westerly to said Brayton Road from the northwesterly corner of that portion of said land of Mildred H. Foster and Marion H. King, which was conveyed to their predecessor in title Abraham Manchester by deed of Walter Whitcomb, Hannah B. Whitcomb, and Perez Bradford Richmond by deed dated May 8, 1833, recorded in Bristol County South District Registry of Deeds, Book 38, Page 25.

Said restrictions shall bind and enure to the benefit of the grantor, the grantees and their respective heirs, legal representatives and assigns until the year 2000 A.D.

1. No lot shall be sold out of the above described premises or out of said remaining land of the grantor which is less than one and a half acres in area.

2. No more than one single family dwelling, with garage and outbuildings for use in connection therewith shall be erected on any portion of said premises and land less than one and a half acres in area.

3. No building shall be erected within 20 feet of any present lot lines or on any lot lines subsequently established on said premises and land.

4. No liquor shall be sold on said premises and land.

5. No commercial business or enterprise shall be conducted on said land and premises excepting houses for the accomodation of boarders and lodgers.

6. All sewage from any buildings on said premises and land shall be piped to a covered cesspool or septic tank which meets the standards of the local board of health.

The grantor covenants that like and proper restrictions, covenants, and agreements in all deeds made by him conveying any part of his remaining land will be inserted, and the grantees covenant likewise in respect to the land hereby conveyed, to protect the character of the locality as a residential community of high character.

I, Florence Borden, wife of the said Melvin C. Borden, and I, Melvin C. Borden, husband of the said Florence Borden,

release to said grantee all rights of dower and homestead / jointure by the curtesy and other interests therein.

Witness our hand & and seal this 12th day of January 1956

Melvin C. Borden

Florence Borden

The Commonwealth of Massachusetts

Bristol, ss. January, 12th 1954

Then personally appeared the above named Melvin C. Borden

and acknowledged the foregoing instrument to be his free act and deed, before me

Richard K. Hawes Jr.

RICHARD K. HAWES, JR. Notary Public—~~JUSTICE OF THE PEACE~~
Notary Public
My commission expires February 26, 1954.

Received & recorded Jan 12 1954, at 2 hrs. & 23 min. P.M.

212

1105-39

Know all men by these presents

that SCARPITTI INVESTMENT CORPORATION

the mortgagee named in a certain mortgage given by William J. Martin and Thelma I. Martin

dated June 1, A. D. 19 53 and recorded with the Bristol County Registry of Deeds Book 1065 Page 279

hereby acknowledges that it has received from William J. Martin and Thelma I. Martin

the mortgagors 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 named mortgagors and their 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 11th day of January A. D. 19 54

Signed and sealed in the presence of

SCARPITTI INVESTMENT CORPORATION

by Nicholas L. Scarpitti Treasurer

The Commonwealth of Massachusetts

Bristol ss January 11, 1954 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—

Jesse C. Galligo Jr.

My commission expires February 2, 1956 Notary Public—~~JUSTICE OF THE PEACE~~
Jesse C. Galligo Jr.

January 11 1954 at 2 o'clock and 28 minutes P. M.
Received and entered with the Bristol Co. Registry of Deeds, book 1105 page 39

BRISTOL COUNTY S.D. REGISTRY OF DEEDS PREVIEW ONLY

Termination of Option agree 11/19/69 1591-114

OPTION AGREEMENT

Melvin C. Borden, hereinafter called the Seller, as part of the consideration for the purchase from him this date, of land on the north side of Brayton Road in the Acoaxet section of Westport, Massachusetts, and for One Dollar and other valuable considerations paid by William P. Davis and Edna D. Davis, hereinafter called the Buyers, receipt whereof is hereby acknowledged, hereby grants to said Buyers, the option, upon the terms and conditions hereinafter set forth, to purchase the Seller's land and buildings on the south side of Brayton Road in the Acoaxet section of Westport, Bristol County, Massachusetts, bounded and described as follows:

NORTHERLY by Brayton Road;

EASTERLY by land formerly of Howland, now of Gretchen H. Rogers;

SOUTHERLY by land now of Mildred H. Foster and Marion B. King, formerly of George N. Howland and by land formerly of Manchester;

WESTERLY by Brayton Road:

Containing what it may.

Excepting therefrom all the land at the southwesterly corner of the above described premises, which lies Southerly of the Northerly wall of a way extending westerly to said Brayton Road from the northwesterly corner of that portion of said land of Mildred H. Foster and Marion B. King, which was conveyed to their predecessor in title Abraham Manchester by deed of Walter Whitcomb, Hannah B. Whitcomb, and Ferez Bradford Richmond by deed dated May 8, 1833, recorded in Bristol County South District Registry of Deeds, Book 38, Page 25.

The Seller agrees that he will offer in writing for sale to the Buyer all or any part of the optioned premises, before offering the same to anyone else, at the best bona fide offer the Buyer is then willing to accept.

The parties agree that the Seller shall not be required to sell hereunder, and that the Buyers shall be under no

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE

obligation to purchase the property at any time it is so offered, and that the option as to any part of the premises so offered, shall terminate and be void and of no further effect unless offer is accepted in writing by the Buyers within Fifteen (15) days of receipt by them and the price paid within Thirty (30) days of such acceptance, in exchange for a good and sufficient deed from the Seller to the Buyers, free from encumbrances except rights of way of record. Unless otherwise terminated, this option shall be of full force and effect until the death of the last survivor of the Seller and the Buyers named herein and their respective children and grandchildren now living.

The obligations and benefits of this option shall enure to the heirs, devisees, successors and assigns of the parties hereto.

WITNESS our hands and seals this 12th day of January, 1954.

Melvin C. Borden
Florence Borden
William P. Davis
Edna D. Davis

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, SS. Westport January 12, 1954.

Then personally appeared the above named Melvin C. Borden and William P. Davis and acknowledged the foregoing instrument to be their free act and deed, before me:-

Roland K. Hawes Jr.
Notary Public

My Commission Expires February 26, 1954.

Received & recorded Jan 12 1954, at 2 hrs & 47 min. P. M.

-2-

BRISTOL COUNTY S.D.
REGISTRY OF DEEDS
PREVIEW ONLY

Release
7/30/52
1190-90

1105 42

Form 668
U. S. TREASURY DEPARTMENT
Internal Revenue Service
Revised Nov. 1952

245

No. 9254

NOTICE OF FEDERAL TAX LIEN(S) UNDER INTERNAL REVENUE LAWS

UNITED STATES INTERNAL REVENUE,
Massachusetts DISTRICT

Pursuant to the provisions of Sections 3670, 3671, and 3672 of the Internal Revenue Code of the United States, notice is hereby given that there have been assessed under the Internal Revenue laws of the United States against the following-named taxpayer, taxes (including interest and penalties) which after demand for payment thereof remain unpaid, and that by virtue of the above-mentioned statutes the amount (or amounts) of said taxes, together with penalties, interest, and costs that may accrue in addition thereto, is (or are) a lien (or liens) in favor of the United States upon all property and rights to property belonging to said taxpayer, to wit:

Name of taxpayer: Jack Shapiro, d/b/a Shappy Dress Co.

Residence or place of business: 57 Cove Street, New Bedford, Mass.

Nature of Tax	Year or Taxable Period	Date Assessment List Received	Amount of Assessment
WITH May 1951 - 50489	3-31-51	6-18-51	$ 3,1[illegible].51
WITH Aug 1951 - 52011	6-30-51	9-19-51	2,[illegible].13
WITH Mar 1952 - 54597	12-31-51	3-26-52	[illegible]
WITH Jul 1952 - 8036	3-31-52	7-30-52	7,[illegible]
WITH Mar 1953 - 50457	12-31-52	3-25-53	[illegible]
WITH Aug 1953 - 51592	6-30-53	9-4-53	[illegible],197.42
FUTA Feb 1951 - 320379	1950	3-19-51	258.58
		TOTAL	22,127.11

Witness my hand at Boston, on this, the 7th day of January, 1954

Registry of Deeds
Bristol County-Southern Dist.
New Bedford, Mass.

Thomas E. Scanlon
District Director of Internal Revenue.

By Martin V. Higgins
Internal Revenue Agent.

Received & recorded Jan 12 1954 at 2 hrs. & 39 min. P. M.

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien(s). G. C. M. 25618, 1950-1 C. B., 155.)

16—37488-8

247

I, Margaret M. Befuhs 1105 43

of New Bedford, Bristol County, Massachusetts

being ~~married~~, for consideration paid, grant to David J. Lipsitt and Sophie B. Lipsitt, husband and wife, as joint tenants and not as tenants by the entirety,

both of said New Bedford

with warranty covenants

the land in said New Bedford, bounded and described as follows:

(Description and encumbrances, if any)

A certain lot or parcel of land situated in aforesaid New Bedford and being lot numbered two hundred thirty (230), on plan of a subdivision of a portion of Hawthorn Heights, made by Frank M. Metcalf, C. E., dated December 26, 1914, and more particularly bounded and described as follows, viz:-

Beginning at the northeasterly corner of land to be conveyed at a point in the southerly line of contemplated extension of Ryan Street eighty-six and 84/100 (86.84) feet distant therein westerly from its intersection with the westerly line of Rockdale Avenue;

Thence SOUTHERLY ninety-five and 72/100 (95.72) feet to a stake and lot two hundred twenty-three (223);

Thence WESTERLY by lot numbered two hundred twenty-three (223) forty-five (45) feet to lot numbered two hundred twenty-nine (229);

Thence NORTHERLY by lot numbered two hundred twenty-nine (229) ninety-six and 60/100 (96.60) feet to said southerly line of contemplated extension of Ryan Street;

Thence EASTERLY by said southerly line of contemplated extension of Ryan Street forty-five (45) feet to the point of beginning.

Containing fifteen and 69/100 (15.69) square rods, more or less.

Being the same premises conveyed to me by deed of Charles E. Chamberlain et als. dated September 15, 1921 and recorded with Bristol County (S.D.) Registry of Deeds, Book 523, Page 383-384.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

1105 44

I, Charles F. Befuhs husband ~~wife~~ of said grantee,

release to said grantee all rights of tenancy by the curtesy ~~dower and homestead~~ and other interests therein.

Witness our hand ~~s~~ and seal ~~s~~ this 12th day of January 19

Joseph Lipsitt

Margaret M. Befuhs
Charles F. Befuhs

The Commonwealth of Massachusetts

Bristol ss. New Bedford, January 12 19

Then personally appeared the above-named Margaret M. Befuhs

and acknowledged the foregoing instrument to be her free act and deed, before me

Joseph Lipsitt
~~Justice of the Peace~~
Notary Public

My commission expires June 30 19

Received & recorded January 12 19 at 1 hrs. & 20 min. P.M.

BRISTOL COUNTY S.D. REGISTRY OF DEEDS PROVIDENCE, R.I.

249 1105 45

We, Joseph Machado and Maria E. Machado, husband and wife,

of Fairhaven, Bristol County, Massachusetts,
~~being~~ for consideration paid, grant to Hartley Fell

who resides at
with mortgage covenants, to secure the payment of
TWELVE THOUSAND ($12,000.) Dollars
~~xxxxxx~~
~~xx~~ ~~xxxxxx~~
~~xxxxxxxxxxxxxxxxxxxxxx~~ ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxx~~
as provided in a note ~~xxxxxxx~~ dated July 22, 1952
the land in said Fairhaven, bounded and described as follows:

BEGINNING at a point formed by the intersection of the north line of Winsor Street with the east line of Hopkins Street;

thence NORTHERLY in said east line of Hopkins Street, eighty (80) feet;

thence EASTERLY one hundred (100) feet;

thence SOUTHERLY eighty (80) feet to the north line of Winsor Street; and

thence WESTERLY one hundred (100) feet to the said east line of Hopkins Street and the point of beginning.

Containing eight (8,000) square feet.

Being lots 59 to 63 inclusive on plan of Park Terrace filed in Bristol County S. D. Registry of Deeds, plan book 18, page 30.

Being the same premises conveyed to us by deed of Herbert Stern, et ux dated May 26, 1943, recorded in said Registry, Book 868, Page 280.

Subject to a mortgage to the Fairhaven Institution for Savings.

Dis 7/19/55 1152-475

1105 46

This mortgage is upon the statutory condition for any breach of which the mortgagee shall have the statutory power of sale.

We, the said grantors, being husband and wife ~~and mortgagors~~ release to the mortgagee all rights of curtesy, dower and homestead, statutory and other interests in the mortgaged premises.

Witness our hands and seal this 12th day of January 19 54

Executed in the presence of

Joseph Machado

Maria E. Machado

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 12 19 54

Then personally appeared the above named Joseph Machado

and acknowledged the foregoing instrument to be his free act and deed,

before me

Notary Public

My commission expires 7/18 1958

Received & recorded Jan 14 1954, at 3 hrs. & 2 min. P. M.

Date. 11/24/65
Arnold Pacheco
1166-263

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

257

{L.S.} **Commonwealth of Massachusetts**

BRISTOL, ss. *To the Sheriff of our County of Bristol, or either of his Deputies; or any Constable of the City of New Bedford, in said County.* GREETING:

We command you to attach the goods or estate of David Pacheco, Alice Pacheco, Manuel J. Pacheco all of New Bedford and Arnold Pacheco of Fairhaven in said County of Bristol

to the value of fifteen hundred (1500) Dollars, and summon the said Defendant s (if they may be found in your precinct) to appear before the Third District Court of Bristol, to be holden at New Bedford, within our County of Bristol, on the fifth Saturday of January A. D. 1954, at nine of the clock in the forenoon, then and there to answer to Luso Corporation of America, a corporation duly established by law and having a usual place of business in New Bedford

in an action of contract

To the damage of the said Plaintiff (as he says,) the sum of fifteen hundred Dollars, as shall then and there appear, with other due damages, and have you there this writ with your doings thereon.

AUGUST C. TAVEIRA,
Witness, ~~FRANK A. MILLIKEN~~, Esquire, *Justice of our said Court, at New Bedford, this* eleventh *day of* January *in the year of our Lord one thousand nine hundred and* fifty-four.

WALTER R. MITCHELL, Clerk.

A true copy. Attest:

Eugene Jawork
DEPUTY SHERIFF.
~~Constable.~~

Bristol, ss. New Bedford, Mass., January 12, 1954.
By virtue of this writ, I this day at fifteen minute past three o'clock in the afternoon attached as the property of the within named David Pacheco, Alice Pacheco, Manuel J. Pacheco and Arnold Pacheco defendants all their right, title and interest in and to any real estate in Bristol County

from the office of
Frank Vera, Esq.
New Bedford

Eugene Jawork
Deputy Sheriff.

Received & recorded Jan 12 1954, at 3 hrs. & 47 min. P. M.

BRISTOL COUNTY S.D. REGISTRY OF DEEDS PROVIDENCE, R.I.

L. 1105 48 258 № 7687

The Commonwealth of Massachusetts

DEPARTMENT OF CORPORATIONS AND TAXATION
WILLIAM A. SCHAN, COMMISSIONER
BUREAU OF INHERITANCE TAXES

INHERITANCE TAX REAL ESTATE CERTIFICATE

December 22, 1953

In the estate of Olive St. Aubin

late of New Bedford, Massachusetts, deceased. This is to certify

that no inheritance tax is due on the real estate herein described, or any interest therein, that passed or accrued to Rose Anna St. Aubin as surviving joint owner;

(Description)

A certain parcel of land containing (4500) square feet more or less, with a single frame dwelling thereon, situated at #875 Belleville Avenue, New Bedford, Massachusetts.(Being plat 119, Lot 213.)

By deed dated July 15, 1950 and recorded in Bristol County South District Registry of Deeds, Book 978 Page 399

ACCOUNT NUMBER
1201 - 208

FEE PAID $ 3.00

WILLIAM A. SCHAN
Commissioner of Corporations and Taxation
By Stanley D. Porter

Received & recorded Jan 12 1954, at 4 hrs. & 5 min. P.M.

BRISTOL COUNTY S.D. REGISTRY OF DEEDS PROVIDENCE COUNTY

259

I, Joseph G. Pelletier, married,

of New Bedford, Bristol County, Massachusetts,

~~xxxxxxxxxx~~, for consideration paid, grant to Amedee Houde and Alice Houde, husband and wife, as joint tenants but not as tenants by the entirety, both

of said New Bedford

with quitclaim covenants

the land in said New Bedford, with all buildings thereon, bounded and
[Description and encumbrances, if any]

described as follows:

FIRST PARCEL

Beginning at the southwest corner of the lot hereby conveyed at the intersection of the north line of Belleville Road with the east line of Merrill Street;

thence northerly in said east line of Merrill Street sixty-three and 70/100 (63.70) feet to a stake for a corner;

thence easterly eighty and 22/100 (80.22) feet;

thence southerly seventy-two and 84/100 (72.84) feet to said north line of Belleville Road; and

thence westerly in said north line of Belleville Road eighty and 50/100 (80.50) feet to the place of beginning.

Containing twenty and 1/100 (20.01) square rods, more or less.

SECOND PARCEL

Beginning at the southwesterly corner of the land hereby conveyed at a point in the east line of Merrill Street 63.70 feet northerly therein from its intersection with the north line of Belleville Road;

thence northerly 38 feet in said east line of Merrill Street;

thence easterly 80.31 feet;

thence southerly 38 feet;

thence westerly 80.22 feet to the said east line of Merrill Street and point of beginning.

The above parcels are subject to the right, if any, of the City of New Bedford to maintain a water conduit across said premises.

For my title to the above parcels, see deed of Ozilva Christie, widow, dated October 5, 1946 and recorded with Bristol County S.D. Registry of Deeds, Book 921, Pages 310-311.

Said premises are conveyed subject to a mortgage payable to the New Bedford Five Cents Savings Bank on which there remains an unpaid balance of $5161.00 and also subject to the taxes for the year 1954, all of which the grantees hereby assume and agree to pay.

Inventory Cap Certificate 10/4/54 1691-752

1105 50 I, Lucille Pelletier, husband wife of said grantor,

release to said grantee all rights of ~~curtesy and~~ dower and homestead and other interests therein.

Witness our hand s and seal s this second day of January 1954

Ernest Dionne
Witness to both.

Joseph G. Pelletier
Lucille Pelletier

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 2, 1954

Then personally appeared the above named Joseph G. Pelletier

and acknowledged the foregoing instrument to be his free act and deed, before me

(T.N.E.)

Ernest Dionne
H. Ernest Dionne Notary Public — ~~Justice of the Peace~~

My Commission expires December 8, 1955

Received & recorded Jan 12 1954, at 9 hrs. & 15 min. P.M.

BERKSHIRE COUNTY REGISTRY OF DEEDS PITTSFIELD, MASS.

We, Joseph W. Lynch and Eunice Elizabeth Lynch, husband and wife

of Fairhaven, Bristol County, Massachusetts,

~~[illegible]~~, for consideration paid, grant to John S. Rogers, Jr. and Annie C. Rogers,

husband and wife, as joint tenants but not as tenants by the entirety,

of said Fairhaven

with warranty covenants

the land in said Fairhaven bounded and described as follows:

(Description and encumbrances, if any)

Beginning at the southeasterly corner thereof at a point in the west line of Delano Street two hundred twenty-five (225) feet distant therein northerly from its intersection with the north line of Washington Street and at the northeasterly corner of Lot No. 4 on a plan hereinafter mentioned; thence westerly in line of last named lot eighty-five and 30/100 (85.30) feet; thence northerly ninety-four and 48/100 (94.48) feet; thence easterly seventy-four and 04/100 (74.04) feet to said west line of Delano Street; and thence southerly therein eighty and 60/100 (80.60) feet to the point of beginning.

Containing twenty-five and 46/100 (25.46) square rods, more or less.

Being Lot No. 5 as shown on plan of land filed in Bristol County (S. D.) Registry of Deeds in plan book 19, page 38.

Being the same premises conveyed to us by deed of John S. Rogers, Jr., et ux dated July 17, 1953 and recorded in said Registry, book 1090, page 167.

Subject to the 1954 real estate taxes to the Town of Fairhaven.

1105 52

We, the above-named grantors,

release to said grantee all rights of tenancy by the curtesy, dower and homestead and other interests therein.

Witness our hand s and seal s this sixth day of January, 1954

Warren E. Lee — Joseph W. Lynch

Elizabeth Lee — Clarice E. Lynch

TITLE NOT EXAMINED

No Documentary Stamps Required

The Commonwealth of Massachusetts

Bristol ss New Bedford January 6, 1954

Then personally appeared the above named Joseph W. Lynch

and acknowledged the foregoing instrument to be his free act and deed, before me

George F. Ponte Notary Public

My commission expires November 17, 1955

Received & recorded Jan 12 1954 at 9 hr 12 min A.M.

1105-52

226

Fairhaven Development Corp.
a corporation duly organized under the laws of Massachusetts holder of a mortgage

from Leonard Sylvia and Elvira Sylvia

to it

dated October 2, 1953

recorded with Bristol S.D. County Registry of Deeds

Book 1096, Page 243, acknowledge satisfaction of the same

In witness whereof said Fairhaven Development Corp. has caused these presents to be signed and sealed in its behalf by Stanley Prince, President, and Benjamin Prince, its Treasurer, thereunto duly authorized

Witness my hand this 4 day of January 19 54

FAIRHAVEN DEVELOPMENT CORP.

By Stanley Prince President

Benj. Prince Treasurer

BRISTOL COUNTY
REGISTRY OF DEEDS
DARTMOUTH SOUTH

The Commonwealth of Massachusetts

1105 - 53

Bristol, ss. New Bedford, Jan. 11, 1954

Then personally appeared the above named Stanley Prince, President and Benjamin Prince, Treasurer, as aforesaid and acknowledged the foregoing instrument to be the free act and deed of Fairhaven Development Corp. before me

Notary Public — Justice of the Peace

My commission expires Sept. 19, 1958

Received & recorded Jan. 12, 1954, at 10 hrs. & 36 min. A.M.

221

1105 - 53

Know all Men by these Presents

The New Bedford Institution for Savings, holder of a mortgage from Bjarni Bardikson et ux to said Institution dated November 10, 1948 recorded with Bristol County (S.D.) Registry of Deeds, Book 950, Page 424, 425, 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 12th day of January 1954

New Bedford Institution for Savings,

By

Assistant Treasurer.

Commonwealth of Massachusetts

Bristol, ss. Jan. 12 1954. 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,

Notary Public.

My commission expires 7/18 1958

Received & recorded Jan. 12, 1954, at 9 hrs. & 39 min. A.M.

BRISTOL COUNTY
REGISTRY OF
DEEDS SOUTH

54
BRISTOL COUNTY REGISTRY OF DEEDS
RECEIVED
1120-246

1105 54 261

Commonwealth of Massachusetts

Bristol, ss. To the Sheriffs of our several Counties, or either of their Deputies, or any Constables of the City of New Bedford, in Said County. Greeting:

WE COMMAND YOU to attach the Goods or Estate of Donald Sorelle
50 Slocum Street
Acushnet, Mass.

to the value of Eight Thousand Dollars, and summon the said Defendant , (if he may be found in your precinct,) to appear before the Third District Court of Bristol, to be holden at New Bedford, within our County of Bristol, on the 4th Saturday of January, A.D. 1954 , at nine of the clock in the forenoon; then and there to answer to

William Belanger d/b/a Southeastern Supply Co.

in an action contract--~~XXXX~~

To the damage of the said plaintiff , (as he say ,) the sum of Eight Thousand Dollars as shall then and there appear, with other due damages. And have you there this writ, with your doings therein.

Witness, AUGUST C. TAVEIRA, Esquire, *Justice of said Court, at said New Bedford, the* 11th *day of* January, *in the year of our Lord one thousand nine hundred and* fifty-four.

Walter R. Mitchell
Clerk.

OFFICER'S RETURN New Bedford, January 12 1954

BRISTOL, SS.

By virtue of this Writ, I this day at 30 minutes past 4 o'clock in the forenoon attached as the property of the within named Donald Sorelle, defendant, all right, title and interest he now has in and to any Real Estate situated in New Bedford or elsewhere in the County of Bristol.

And afterwards on the 12th day of January, 1954, I deposited a true and attested copy of this writ, without the declaration but with so much of my return thereon as relates to the attachment of real estate, in the office of the Register of Deeds for the Southern District of said County of Bristol.

from the office of
Wales & Bentley, Attys.
New Bedford

Deputy Sheriff

Received & recorded Jan. 12 1954 at 4 hrs. & 42 min. P. M.

KNOW ALL MEN BY THESE PRESENTS,

That we, NORMAN H. TRIPP and MARGARET T. TRIPP, husband and wife, both

of New Bedford Bristol County, Massachusetts,

being ~~unmarried~~, for consideration paid, grant to WILLIAM ABESH and BETTY F. ABESH, husband and wife, as joint tenants and not as tenants by the entirety, both

of said New Bedford

with warranty covenants

the land in said New Bedford, bounded as follows, viz:

[Description and encumbrances, if any]

Northerly by the south line of Lynnwood Street, one hundred eight and 34/100 (108.34) feet;

Easterly by Lot No. 3 on plan hereinafter mentioned eighty (80) feet;

Southerly by land now or formerly of Alice Spector, et al, one hundred seven and 3/100 (107.03) feet;

Westerly by a line parallel to and fifteen (15) feet easterly from the Dartmouth-New Bedford town line eighty and 1/100 (80.01) feet.

Being lots 1 (except the westernmost 15 feet thereof) and 2 on Revised Plan of Land of Sheldon S. Judson, dated May 17, 1938, filed in Bristol County (S.D.) Registry of Deeds, Plan Book 32, Page 7, together with all grantors' right, title and interest in and to the fee of said Lynnwood Street immediately adjacent to the above described premises, together with all screens, screen doors, storm windows, shutters, clothes reels, traverse rods, window shades and electric fixtures on said premises; also the antenna and the screen for breezeway of said premises, the oil pans in the garage, the mirror over the fire place and the venetian blind in the bathroom.

Being part of the same premises conveyed to grantors by Sheldon S. Judson by deed dated October 9, 1946, recorded in said Registry of Deeds, Book 921, Page 184.

Subject to the restrictions set forth in the above mentioned deed so far as the same may be in force and applicable and subject to 1954 real estate taxes, which taxes the grantees hereby assume and agree to pay.

BRISTOL COUNTY REGISTRY OF DEEDS PREVIEW ONLY

1105 56

And we do both, being husband wife of said grantor,

release to said grantee all rights of tenancy by the curtesy dower and homestead and other interests therein.

Witness our hand s and seal s this 13th day of January 1954.

Norman H. Tripp

Margaret J. Tripp

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 13, 1954

Then personally appeared the above named Norman H. Tripp and Margaret J. Tripp

and acknowledged the foregoing instrument to be their free act and deed, before me

John D. Kennedy

JOHN D. KENNEDY Notary Public

My commission expires

Received & recorded Jan. 13 1954 at 9 hrs. & 49 min. A. M.

We, Rose Ferreira and Joseph Ferreira, wife and husband,

Present holder of a mortgage

from Morris J. Fox

to us

dated December 1, 1952

recorded with Bristol County S.D. Registry of Deeds

Book 1000 Page 254 Assign said mortgage and the note and claim

secured thereby to acknowledge satisfaction of the same.

Witness our hand s and seal s this 12th day of January 19 54

Rose Ferreira

Joseph Ferreira

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, Mass. January 12, 19 54

Then personally appeared the above named Joseph Ferreira

and acknowledged the foregoing instrument to be his free act and deed

before me

Stanislaus Petty
Notary Public

My commission expires August 2, 1957.

Received & recorded Jan 13 1954, at 11 hrs. & 33 min. A.M.

D.P.W.
Form A-13

274

1105 58

CERTIFICATE OF LIEN

KNOW ALL MEN BY THESE PRESENTS,

WHEREAS Eva T. Durfee of New Bedford, in the County of Bristol, Commonwealth of Massachusetts, has the ownership of or the ownership of an interest in certain real property situated in the ~~town~~ city of New Bedford in the County of Bristol, described as follows:

Land and buildings at 2 Pope Street, Book 664, Page 292,

Land Court Certificate No.

AND WHEREAS, the said Eva T. Durfee is an applicant and/or recipient of Old Age Assistance under Chapter 118A of the General Laws (ter.ed.) as amended;

NOW THEREFORE, in accordance with the provisions of Section 4 of Chapter 118A as amended by Chapter 801 of the Acts of 1951, the ~~town~~ 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 13th day of January 1954

~~Town~~ City of New Bedford

By Leo S. Harrington
Social Work Supervisor

Seal

Being (~~XXXXXXXXXX~~) (the duly delegated agent of) the Board of Public Welfare of

NEW BEDFORD, MASSACHUSETTS

THE COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. January 13, 1954.

Then personally appeared the above named Leo S. Harrington and acknowledged the foregoing instrument to be the free act and deed of the ~~town~~ city of New Bedford, before me

Adele M. Marshall
Notary Public

My commission expires February 13, 1959.

Received & recorded Jan 13 1954, at 11 hrs & 35 min A M.

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

275

CERTIFICATE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

1105 . 59

WHEREAS Ellen J. McCann of New Bedford, in the County of Bristol, Commonwealth of Massachusetts, has the ownership of or the ownership of an interest in certain real property situated in the city ~~town~~ of New Bedford in the County of Bristol, described as follows:

Eight thousand, nine hundred and eighty-four (8,984) square feet of land, more or less, at the northeast corner of Mary Street and Park Avenue, Book 634, Pages 38 and 39,

Land Court Certificate No.

AND WHEREAS, the said Ellen J. McCann is an applicant and/or recipient of Old Age Assistance under Chapter 118A of the General Laws (ter.ed.) as amended;

NOW THEREFORE, in accordance with the provisions of Section 4 of Chapter 118A as amended by Chapter 801 of the Acts of 1951, the city ~~town~~ 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 13th day of January 1954.

City ~~Town~~ of New Bedford

By Leo S. Harrington
Social Work Supervisor

Seal

Being ~~[illegible]~~ (the duly delegated agent of) the Board of Public Welfare of NEW BEDFORD, MASSACHUSETTS

THE COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. January 13, 1954.

Then personally appeared the above named Leo S. Harrington and acknowledged the foregoing instrument to be the free act and deed of the city ~~town~~ of New Bedford, before me

Notary Public

My commission expires February 13, 1959

Received & recorded Jan 13 1954, at 11 hrs. & 39 min. A.M.

Release 8/7/58 1257-403

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIEW ONLY

4/22/04
1113-76

WESTPORT REALTY CORP., a Massachusetts corporation duly organized by law and having an usual place of business in

~~of~~ Fall River, Bristol County, Massachusetts,

~~being assessing~~ for consideration paid, grant to the

HOME OWNERS FEDERAL SAVINGS AND LOAN ASSOCIATION

a United States corporation doing business in Boston, Suffolk County, Massachusetts, with MORTGAGE COVENANTS to secure the payment of - - - SEVEN THOUSAND FIVE HUNDRED - ($7,500.00) - - - - - - - - - - - - - - -

Dollars with interest thereon as provided in one note of even date; and also to secure the observance and performance of all the covenants and agreements of this mortgage and of said note:— the land, with the buildings thereon, situated in New Bedford, Bristol County, Massachusetts, on the Westerly side of Jenny Lind Street, bounded and described as follows:

Beginning at the Northeasterly corner thereof at the intersection of the Westerly line of Jenny Lind Street with the Southerly line of contemplated Duchess Street; thence

SOUTHERLY in said Westerly line of Jenny Lind Street, sixty-five (65) feet; thence

WESTERLY by land of Chapman, one hundred (100) feet; thence

NORTHERLY by land now or formerly of Lillian E. Oesting, et al, sixty-five (65) feet to said Southerly line of contemplated Duchess Street; and thence

EASTERLY therein, one hundred (100) feet to the point of beginning.

Containing 6500 square feet of land.

Said premises are conveyed subject to and with the benefit of easements, restrictions, agreements and reservations of record, if any there be, insofar as the same may be in force and applicable.

Being the same premises conveyed to the said Westport Realty Corp. by deed of Florence O. Winslow et als, dated November 5, 1953, recorded with Bristol County South District Registry of Deeds in Book 1099, Page 381.

The mortgagor covenants and agrees to perform and observe all of the terms and conditions of the mortgage note secured by this mortgage.

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, electric and gas refrigerators, 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.

The mortgagor covenants and agrees to make, to the mortgagee, in addition to the payments of principal and interest required in the note secured by this mortgage, equal monthly payments sufficient to amortize the amount (estimated by the mortgagee) of all taxes, water rates, assessments and insurance within a period ending one month prior to the due date of such taxes and assessments. The mortgagee shall hold such monthly payments to pay such taxes and assessments when due and payable, subject to an equitable adjustment if the moneys thus paid based on the aforesaid estimate shall be more or less than the actual amount due for said taxes and assessments. The mortgagee is hereby specifically authorized to pay when due, or at any time thereafter, all of said payments and to charge the same to the account of the mortgagor. In the event of the foreclosure of this mortgage, all such payments shall be credited to the amount of the principal remaining unpaid on said note to the extent they have not been used for the payment of taxes and assessments as provided herein. The mortgagor covenants and agrees that in case so much of the funds of the mortgagee as are invested in loans secured by mortgages of taxable real estate shall not be exempt from a State tax, the mortgagor will on demand pay the said mortgagee the same percentage on the debt secured hereby as it shall from time to time be required to pay as such State tax.

The mortgagor covenants and agrees that he 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. The mortgagor further covenants and agrees that a foreclosure of this mortgage shall forever bar him and all persons claiming under him, from all right, title and interest in and to any and all of the fire or other hazard insurance policies on the buildings upon the land covered by this mortgage at the time of such foreclosure, including all rights to return premiums on cancellations, whether at law or in equity.

The mortgagor further covenants and agrees not to commit, permit or suffer any waste, impairment or deterioration of the property or any part thereof, nor to use or permit the premises to be used for, or in violation of, any law or municipal ordinance or regulation or for any unlawful or improper purpose and that the mortgagor will keep all and singular the said premises in such repair and condition as the same are now or may be put in while this mortgage is outstanding.

In case of collection of insurance for damage by fire or otherwise the holder of this mortgage shall have the right to apply the same either in repair of premises or in reduction of the mortgage claim, or to both of such purposes.

The mortgagor also covenants and agrees that upon default in any condition of this mortgage or the note secured hereby, the mortgagee may apply any sums credited by or due from the mortgagee to the mortgagor to cure such default without first enforcing any of the other rights of the mortgagee against the mortgagor or the mortgaged premises; that the mortgagor will pay on demand to the mortgagee, or the mortgagee may at its option add to the principal balance then due, any sums advanced or paid by the mortgagee on account of any default, of whatever nature, by the mortgagor, or any sums advanced or paid, whether before or after default, for taxes, repairs, improvements, insurance on the mortgaged property or any other insurance pledged as collateral to secure the mortgage loan, or any sums paid by the mortgagee, including reasonable attorney's fees, in prosecuting, defending or intervening in any legal or equitable proceeding wherein any of the rights created by this mortgage are, in the sole judgment of the mortgagee, jeopardized or in issue.

That this mortgage shall also secure the repayment of such future advances as the mortgagee may, from time to time and for any purpose, make to the mortgagor, and the same may be added to the mortgage debt; provided, however, that no advance shall be made which will increase the principal balance above the face amount of the mortgage note.

That this mortgage shall also secure any other liability or liabilities, direct or indirect, due or become due, or which may hereafter be contracted, of the mortgagor to the holder or holders hereof, or who may hereafter be holders hereof.

That upon default in any condition of the mortgage or note secured hereby existing for more than ninety days, or if the mortgagor shall convey the premises herein mortgaged or any part thereof, or any interest therein, then the entire mortgage debt shall become due and payable on demand at the option of the mortgagee.

The mortgagor further agrees and covenants that if foreclosure proceedings under any second mortgage or second trust deed or any junior lien of any kind on the within described premises, or any part thereof, should be instituted, or in the event of any levy or sale upon execution or other proceeding of any nature whereby the owner of said premises shall be deprived of his title or right of possession to said premises or any part thereof, then in either event, the mortgagee may, at its option, immediately declare the entire debt secured by this mortgage and note secured thereby, due and payable and start foreclosure or such other proceedings as may be necessary to protect its interest in the premises.

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, and 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, whether oral or in writing, 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 in 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 in the context requires, the words Mortgagor and Mortgagee and the pronouns referring to them shall be construed as plural, neuter or feminine.

THE MORTGAGE is upon the STATUTORY CONDITION, for any breach of which, or for the breach of any other condition herein contained, the MORTGAGEE shall have the STATUTORY POWER OF SALE.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

1105 62

release to the mortgagor all rights of homestead by the mortgagor and other claimants on the mortgaged premises under and homestead.

WITNESS XXXX

CLERK'S CERTIFICATE. 1105 63

I, the undersigned, hereby certify that I am the duly elected, qualified and acting clerk of Westport Realty Corp., a Massachusetts corporation duly organized by law, and that the following is a true, correct and complete copy of a vote passed by the unanimous vote of all the directors of said corporation at a special meeting of the directors, duly called, and held on January 12, 1954, at which meeting all the directors were present in person and acting throughout:

"VOTED: that pursuant to negotiations entered into with the Home Owners Federal Savings and Loan Association, Julius Miller, the Treasurer, be and he is hereby authorized and directed to borrow in the name and on behalf of this corporation from said Home Owners Federal Savings and Loan Association the sum of seventy-five hundred ($7500) dollars, for such period of time and upon such terms and rate of interest as may to the said Treasurer, in his discretion, seem advisable, and to execute notes and other papers in respect thereto in the name and on behalf of this corporation for the payment of the amount so borrowed; and to sign, seal, acknowledge and deliver in the name and on behalf of this corporation, as security for said loan, a mortgage on the real estate owned by this corporation situated in New Bedford, Massachusetts, bounded and described as follows: Beginning at the northeasterly corner thereof at the intersection of the westerly line of Jenny Lind Street with the southerly line of contemplated Duchess Street; thence SOUTHERLY in said westerly line of Jenny Lind Street sixty-five (65) feet; thence WESTERLY by land of Chapman one hundred (100) feet; thence NORTHERLY by land now or formerly of Lillian E. Oesting, et al., sixty-five (65) feet to said southerly line of contemplated Duchess Street; and thence EASTERLY therein, one hundred (100) feet to the point of beginning; containing 6500 square feet of land, more or less. Subject to and with the benefit of easements, restrictions, agreements and reservations of record, if any there be, insofar as the same may be in force and applicable. Being the same premises conveyed to the said Westport Realty Corp. by deed of Florence O. Winslow et als. dated November 5, 1953, recorded with Bristol County South District Registry of Deeds in Book 1099, Page 381."

I further certify that the said vote, as above set out , has not not been revoked or rescinded, and is now in full force and effect, and tha t said vote and the action ordered thereby are in pursuance of the By-laws of said corporation, and that Julius Miller is the duly elected, qualified and acting treasurer of said corporation.

IN WITNESS WHEREOF I hereunto set my hand and the seal of Westport Realty Corp. this 12th day of January, 1954.

Freda S. Genault Clerk.

Received & recorded Jan 13 1954, at 11 hrs. & 48 min. A. M.

64

Discharge
11-19-57
1226-26

1105 64 278

KNOW ALL MEN BY THESE PRESENTS

That we, LESLIE D. TROTT and MARIANNA S. TROTT, husband and wife, both of New Bedford, Bristol County, Massachusetts,

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 said New Bedford,
With Mortgage Covenants, to secure the payment of TWO THOUSAND ONE HUNDRED FIFTY

and ----------($2,150.00)----------no/100 Dollars,

On Demand, with payments of $50.00 monthly on account of principal 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~~

also to secure the payment of all liabilities of mortgagor (and of each mortgagor, if there be more than one mortgagor) 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 New Bedford, bounded and described as follows:—

Beginning at the northeast corner thereof at the intersection of the west line of Field Street with the south line of Babbitt Street;

thence southerly in said west line of Field Street seventy-eight and 16/100 (78.16) feet to land now or formerly of Manuel B. de Simas;

thence westerly in line of last named land one hundred three and 71/100 (103.71) feet to landnow or formerly of Joao C. de Motta;

thence northerly in line of last named land seventy-seven and 90/100 (77.90) feet to said south line of Babbitt Street;

and thence easterly in said south line of Babbitt Street one hundred and 24/100 (100.24)feet to the point of beginning.

Containing 29.17 square rods, more or less, and being the same premises conveyed to mortgagors by John G.Sylvia, et ux, by deed dated May 24, 1938, recorded in Bristol County (S.D.) Registry of Deeds, Book 805, Page 171.

1105 65

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 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 farther 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,

grantee, 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 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.

And we do both, being husband and wife ~~of said grantor~~ release to the mortgagee all rights of dower, curtesy, homestead and other ~~release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises, and consent to all of the foregoing~~ interests in the granted premises, and consent to all of the foregoing.

WITNESS our hands and seal this 13th day of January in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of

John D. Kenney
Ry Croft

Leslie D. Trott
Marianna S. Trott

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 13 19 54 Then personally appeared the above-named Leslie D. Trott and Marianna S. Trott and acknowledged the foregoing instrument to be their free act and deed, before me—

John D. Kenney Notary Public
My commission expires Oct. 29 19 [illegible]

Jan. 13, 1954, at 12 o'clock and 19 minutes P.M. Received and entered with Orrel B. [illegible] Registry of Deeds, libro 1105 folio 64

1105

VA Form 26-6513 a—July 1947
Veterans' Readjustment Act
(38 U. S. C. A. 694 (2))

279

1105 67
MASSACHUSETTS

SPECIAL WARRANTY DEED

R.V.HIGLEY, as Administrator of Veterans' Affairs, an Officer of the United States of America, whose address is Veterans Administration, 800 Vermont Avenue NW., Washington 25, District of Columbia, hereinafter called Grantor, for a valuable consideration paid, the receipt of which is hereby acknowledged, grants to LEONARD COSTA and JOSEPHINE COSTA, husband and wife as ~~xx~~ joint tenants, of 70 Independent Street, New Bedford, Massachusetts, hereinafter called Grantee(s), the following-described property situated in Dartmouth, Bristol county in the Commonwealth of Massachusetts, to wit:

First parcel — Beginning at the southwesterly corner of this lot at a point in the easterly line of Buttonwood Road three hundred sixty (360) feet north from the northerly line of Rogers Street;

thence northerly in said easterly line of Buttonwood Road twenty (20) feet;

thence easterly one hundred (100) feet;

thence southerly twenty (20) feet; and

thence westerly by Lot No. 12 on said plan one hundred (100) feet to said easterly line of Buttonwood Road and point of beginning.

Containing seven and 34/100 (7.34) square rods, more or less.

Being the southerly one-half (½) of Lot No. 13 on the plan of land of William P. Butler filed in Bristol County S.D. Registry of Deeds, Plan Book 2, page 16.

Second parcel — Beginning at the southwesterly corner of this lot at a point in the east line of Buttonwood Road, three hundred twenty (320) feet north from the north line of Rogers Street;

thence northerly in said east line of Buttonwood Road forty (40) feet to Lot No. 13 on the plan of this land;

thence easterly by last named land one hundred (100) feet to Lot No. 25 on said plan;

thence southerly by last named land forty (40) feet to Lot no. 11 on said plan;

thence westerly in line of last named land one hundred (100) feet to said east line of Buttonwood Road and point of beginning.

Containing fourteen and 69/100 (14.69) rods, more or less.

Being Lot No. 12 on plan of land of William P. Butler filed in Bristol County S.D Registry of Deeds, Plan Book 2, page 16.

Being the same premises conveyed to this grantor by the New Bedford Five Cents Savings Bank by deed duly recorded in Registry of Deeds, South Bristol District.

Together with all improvements

Intangible tax on 2/12/71 1597-129

1105 C8

TO HAVE AND TO HOLD the above-described property, together with all the improvements thereon and the rights, privileges, and appurtenances thereunto belonging, unto the said Grantee(s) and to the heirs or successors and assigns of said Grantee(s), forever.

Grantor and his successors in such office, as such, shall warrant and defend all said property unto said Grantee(s) and the heirs or successors and assigns of said Grantee(s), against every person claiming or to claim the same or any part thereof, by, through, or under Grantor.

IN WITNESS WHEREOF, Grantor, on the 13th day of January, A. D. 19 54, has caused this instrument to be signed and sealed in his name and on his behalf by the undersigned Loan Guaranty Officer, being thereunto duly appointed, qualified, and acting pursuant to sections 501 and 509 of the Servicemen's Readjustment Act of 1944 (58 Stat. 284), as amended (38 U. S. C. A. 694 (d), 694 (j)), and section 36.4342 of the Regulations pursuant thereto, as amended, and who is authorized to execute this instrument.

H. V. Higley [SEAL]

H. V. HIGLEY

As Administrator of Veterans' Affairs

WITNESS:

Margaret Witherell

MARGARET O. WITHERELL

*By Frederick H. Owen [SEAL]

FREDERICK H. OWEN

Loan Guaranty officer whose authorization is recorded in Vol. ____ page ____ records of said county.

THE COMMONWEALTH OF MASSACHUSETTS
THE STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE } ss:

On this thirteenth day of January, 19 54, before me personally appeared FREDERICK H. OWEN, a Loan Guaranty Officer of the Veterans Administration, to me known to be the person who executed the foregoing instrument in behalf of H. V. HIGLEY, Administrator of Veterans' Affairs, and acknowledged that he executed the same as the free act and deed of said Administrator.

Joseph E. Ellegard

Notary Public

Notary Public in and for Rhode Island

*Print, typewrite, or stamp names of Administrator of Veterans' Affairs and Loan Guaranty Officer who execute this instrument also indicate the notary public immediately underneath such signature.

Registered & recorded January 13 1954, at 2 hrs. & 55 min. P. M.

EASTERN COUNTY REGISTRY OF DEEDS RECEIVED

1105 69 MASSACHUSETTS

VA Form 4-2519 (Home Loan) June 1953. Use Optional. Servicemen's Readjustment Act 1944 38 U.S.C.A. 694 (a)(1). Acceptable to RFC Mortgage Co.

280

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that Leonard Costa and Josephine Costa, husband and wife, as joint tenants,

(hereinafter referred to as Mortgagor);

FOR CONSIDERATION PAID, GRANT AND ASSIGN unto N.V.Higley, as Administrator of Veterans Affairs, an Officer of the United States of America, and his successors in such office as such, whose address is Veterans Administration, Washington, D.C.

WITH MORTGAGE COVENANTS to secure the payment of FIVE THOUSAND EIGHT HUNDRED AND FIFTY Dollars ($ 5,850.00), with interest from date, at the rate of five per centum (5 %) per annum on the unpaid balance until paid, as provided in a note of even date herewith, said principal and interest being payable at the office of Veterans Administration, in Providence, Rhode Island, or at such other place as the holder may designate in writing delivered or mailed to mortgagor, in monthly installments of FORTY SIX AND 27/100 - - - - - - - - - - Dollars ($ 46.27), commencing on the 1st day of February, 1954, and continuing on the 1st day of each month thereafter until the principal and interest are fully paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 1st day of January, 1969, and also to secure the performance of all covenants and agreements herein contained, a certain parcel of land with all the buildings and structures now or hereafter standing or placed thereon, situated in Dartmouth, in the county of Bristol, and Commonwealth of Massachusetts, bounded and described as follows:

First parcel Beginning at the southwesterly corner of this lot at a point in the easterly line of Buttonwood Road, three hundred sixty (360) feet north from the northerly line of Rogers Street;

Thence northerly in said easterly line of Buttonwood Road twenty (20) feet;

Thence easterly one hundred (100) feet;

Thence southerly twenty (20) feet; and

Thence westerly by Lot No. 12 on said plan one hundred (100) feet to said easterly line of Buttonwood Road and point of beginning.

Containing seven and 34/100 (7.34) square rods, more or less.

Being the southerly one-half (½) of Lot No. 13 on the plan of land of William P. Butler filed in Bristol County S.D. Registry of Deeds, plan book 2, page 16.

Second parcel Beginning at the southwesterly corner of this lot at a point in the east line of Buttonwood Road, three hundred twenty (320) feet north from the north line of Rogers Street;

Thence northerly in said east line of Buttonwood Road forty (40) feet to Lot No. 13 on the plan of this land;

Thence easterly by last named land one hundred (100) feet to Lot No. 25 on said plan;

Thence southerly by last named land forty (40) feet to Lot No. 11 on said plan;

Thence westerly in line of last named land one hundred (100) feet to said east line of Buttonwood Road and point of beginning.

Being Lot No. 12 on plan of land of William P. Butler, filed in Bristol County S.D. Registry of Deeds, Plan Book 2, page 16.

Being the same premises conveyed to these grantors by deed of even date herewith, to be recorded herewith.

Assgnt. 7/25/62 1078-22

Discharge 4/16/68 1563-490

REGISTER OF DEEDS
PRINCE GEORGE COUNTY

1105 70

1. The Mortgagor covenants that he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment or one hundred dollars ($100), whichever is less.

2. In order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, covenants to pay to the Mortgagee, on the first day of each month until the said note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(i) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
(ii) interest on the note secured hereby; and
(iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage; and the entire mortgage debt shall become due at the option of the holder hereof. The failure of the holder hereof to exercise this option or any other option given hereunder shall not be held to be a waiver of any of the terms hereof or of the note secured hereby. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding five per centum (5%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Mortgagor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance accumulated under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the mortgaged premises, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the credit balance accumulated under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on said note.

4. Mortgagor will pay all ground rents, taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, levied upon said premises except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and he will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by Mortgagor, the Mortgagee may pay the same and Mortgagor hereby waives any irregularities or defects in the levy or assessment and agrees that a receipt by the proper officer shall be conclusive evidence both as to the amount and validity of taxes or other governmental charges paid by Mortgagee.

REGISTER OF DEEDS
PRINCE GEORGE COUNTY

5. Mortgagor will continuously maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises and shall pay promptly when due any premiums therefor. In default thereof, Mortgagor may pay the same. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. Mortgagor shall not commit or permit waste; and shall maintain the property in as good condition as at present, reasonable wear and tear excepted. Upon any failure so to maintain, Mortgagee, at its option, may cause reasonable maintenance work to be performed at the cost of the Mortgagor. Any amounts paid therefor by Mortgagee shall bear interest at the rate provided for in the principal indebtedness, shall thereupon become a part of the indebtedness secured by this instrument, ratably and on a parity with all other indebtedness secured hereby, and shall be payable thirty (30) days after demand. He will complete in good workmanlike manner any building which is being or may be constructed or repaired thereon, will pay when due all claims for labor performed and material furnished, and will not permit any lien of mechanics or material men to attach to the mortgaged property.

7. Upon the request of the Mortgagee, the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization or improvement made at the Mortgagor's request; or for maintenance of said premises or taxes or assessments against the same and for any other purpose elsewhere authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

8. All judgments, decrees and awards for injury or damage to the mortgaged property and all awards pursuant to proceedings for condemnation thereof are hereby assigned in their entirety to Mortgagee, who shall apply the same to the indebtedness secured hereby, but in such manner as it may elect.

9. 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 thereby vitiating or discharging this lien, or the Mortgagor's liability. No sale of the premises hereby mortgaged, no forbearance on the part of the Mortgagee, and no extension or postponement of the time for the payment of the debt hereby secured shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, in whole or in part, nor shall the mortgage lien be affected thereby.

10. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default, the Mortgagee shall have the right to possession of said property.

This mortgage is upon the STATUTORY CONDITION, for any breach of which, or for any breach of any of the aforementioned provisions or conditions, the holder hereof shall have the STATUTORY POWER OF SALE.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND for the said consideration ~~we~~ we Leonard Costa and Josephine Costa, husband and wife, ~~wife of husband~~ ~~husband~~ hereby release unto the Mortgagee all rights of dower, homestead, curtesy and all other interests in the mortgaged premises.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PROVIDENCE COUNTY

1105 72

Witness our hands and seal this thirteenth day of January A.D. 1954.

Signed and sealed in the presence of—

Margaret A. Kilbrell — Leonard Costa

Josephine Costa

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE } ss:

January 13, 1954.

Then personally appeared the above-named Leonard Costa and Josephine Costa

and acknowledged the foregoing instrument to be their free act and deed, before me,

Joseph Wagner, Notary Public

My Commission Expires June 30, 1956

Received & recorded Jan 13 1954, at 12 hrs. 55 min. P.M.

1105-72

234

Know all Men by these Presents

The New Bedford Institution for Savings, holder of a mortgage from James Francis Mendes et ux to said Institution dated May 8 1954 recorded with Bristol County (S.D.) Registry of Deeds, Book 1049, Page 446, 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 12th day of January 1957

New Bedford Institution for Savings,

By [signature] *Assistant Treasurer.*

Commonwealth of Massachusetts

Bristol, ss. January 12th 1954. 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,

[signature] *Notary Public*

My commission expires Nov 22 1957

Received & recorded Jan 13 1954, at 11 hrs. 55 min. A.M.

BRISTOL COUNTY S.D. REGISTRY OF DEEDS

1105 73

I, Henry N. Ingram,

of Fairhaven, Bristol County, Massachusetts

being ~~XXXX~~ unmarried, for consideration paid, grant to Armand H. Brodeur

of New Bedford in said County,

with mortgage covenants, to secure the payment of

----------TWO THOUSAND FIVE HUNDRED SEVENTY and no/100---------Dollars

~~XXXX

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE ONLY

1105 74

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale.

I, Bernice L. Ingram,

of said mortgagor,

release to the mortgagee all rights of dower and homestead and other interests in the mortgaged premises.

Witness our hand s and seal s this thirteenth day of January 1954

John P. Sagaur
as witness

Henry N. Ingram
Bernice L. Ingram

The Commonwealth of Massachusetts

Bristol, ss. New Bedford January 13, 1954

Then personally appeared the above named Henry N. Ingram

and acknowledged the foregoing instrument to be his free act and deed, before me

John P. Sagaur,
Notary Public

My Commission expires July 9th, 1959

Received & recorded Jan 13 1954 at 1 hrs 32 min. P. M.

237

1105-74

KNOW ALL MEN BY THESE PRESENTS, that we, Edward M. Silva and Aurora Silva, husband and wife, both of Fairhaven, Bristol County, Commonwealth of Massachusetts, present holder of a mortgage from Joseph Cabral and Evelyn Cabral of New Bedford, said County and Commonwealth to us, the said Edward M. Silva and Aurora Silva dated June 9, 1950 recorded with Bristol County (S.D.) Registry of Deeds Book 986 Page 250 acknowledges satisfaction of the same.

WITNESS our hand s and seal s this 29th day of December 19 53

Edward M. Silva
Aurora Silva

The Commonwealth of Massachusetts

1105 75

Bristol ss. New Bedford, December 29 19 54

Then personally appeared the above named Edward N. Silva and Aurora Silva

and acknowledged the foregoing instrument to be their free act and deed, before me

E. Manuel Santos
Justice of the Peace
Notary Public

My commission expires March 3 19 55

Received & recorded Jan 12 1954 at 1 hrs. 25 min. P.M.

227

1105-75

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*

Fairhaven Development Corporation

to said Corporation, dated July 21, 1953 *A. D.* , *and recorded with Bristol County S. D. Registry of Deeds, book* 1089, *page* 381, *acknowledges satisfaction of the same.*

In witness whereof, *the said* NEW BEDFORD FIVE CENTS SAVINGS BANK, *by* John T. Chambers *its* Treasurer *thereto duly authorized, has caused its corporate name to be hereto subscribed and its corporate seal hereto affixed, this* twelfth *day of* January, 1954 *A. D.*

Signed and sealed in the presence of

NEW BEDFORD FIVE CENTS SAVINGS BANK
By
President
Treasurer
And Trustee

Commonwealth of Massachusetts

Bristol ss. New Bedford, January 12, 1954 *Then personally appeared the above-named* John T. Chambers, Treasurer *and acknowledged the foregoing instrument to be the free act and deed of said Corporation, before me*

Justice of the Peace.
Notary Public.
My commission expires 7/18/58

Jan. 12, 1954 *at* 10 *o'clock and* 26 *minutes A. M.*

Received and entered with Bristol Co. S.D. Registry of Deeds,

book 1105 *page* 75

BRISTOL COUNTY REGISTRY OF DEEDS PREVIEW ONLY

10/21/55
1163-45

1105 76

We, George E. Tripp and Nellie K. Tripp, husband and wife, both of New Bedford, Bristol County, Massachusetts, for consideration paid, grant to The First National Bank of New Bedford, a banking corporation organized and existing under the laws of the United States of America with its principal place of business in said New Bedford, with mortgage covenants, to secure the payment of Fifteen Thousand ($15,000) Dollars with five (5%) per cent interest, per annum, payable quarter-annually and quarter annual payments of principal of One Thousand ($1,000) Dollars as provided in our note of even date, the land in said New Bedford, with all the buildings thereon situated on the corner of Cottage and Elm Streets and bounded and described as follows:

Beginning at said corner; thence running westerly in the south line of said Elm Street one hundred sixty and 40/100 (160.40) feet to land of Charles W. Hazell; thence southerly in line of said Hazell's land one hundred one and 51/100 (101.51) feet to land of Richard B. and Ellen H. Williams; thence easterly in line of last named land and in line of land of John W. Paul and land of Charles F. Wing, Jr. eighty-two and 4/100 (82.04) feet to land of Abby R. Marshall; thence northerly by said Marshall land fifty (50) feet to a corner; thence easterly, still by said Marshall land, eighty (80) feet to said west line of Cottage Street, and thence northerly in said west line of Cottage Street fifty and 95/100 (50.95) feet to the place of beginning.

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 mortgagors shall pay to the mortgagee quarterly on principal payment dates, if requested by the mortgagee, in addition to all other payments hereinbefore set forth, an amount equal to one-quarter (1/4) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of the taxes when they shall become due, and any balance due thereon shall be paid by the Mortgagors as provided for in said Statutory Condition; the amount to be paid for the taxes shall be adjusted in November of each year based on the tax bill for that year.

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 mortgagors for the consideration aforesaid furthermore covenant with the mortgagee as follows:- the mortgagors will duly and punctually pay the principal of and interest on the promissory note or notes as aforesaid together with any note given in renewal or part renewal or extension of or in addition to or in substitution of said note or notes with all interest which may accrue thereon and shall pay to the mortgagee any and all other obligations owed by them and/or either one of them to the mortgagee, absolute or contingent, direct or indirect, liquidated or unliquidated, and now or hereafter existing, this mortgage being also security for all of such other obligations; the mortgagors will from time to time make, do, execute, acknowledge, deliver and record all such further and additional acts, deeds,

assurances and instruments and will take all such further action as may be required for assuring and confirming to the mortgagee all and singular the property included or intended to be included in this mortgage; the mortgagors will at all times comply with and cause any other person or corporation occupying any part of the mortgaged premises to comply with all applicable laws, rules, regulations, ordinances and other requirements of governmental authorities having jurisdiction over the care, maintenance and use of the mortgaged premises, or over the erection, repair and use of the buildings, structures and other property on the mortgaged premises, or otherwise, concerning any or all of the aforesaid matters, and will pay and discharge or cause to be paid and discharged, before the same shall fall into arrears, all taxes, assessments and municipal and governmental charges to whomsoever laid or assessed, whether upon the mortgagors or upon or in respect of any part or all of their property, business and franchises, or on the mortgaged property or on any interest therein, or on the debt secured hereby, as well as all lawful claims which if unpaid might become a lien or charge upon the mortgaged property, and will exhibit to the mortgagee, upon request, receipts for or other satisfactory evidence of each such payment; provided, however, that nothing herein contained shall require the mortgagors to make any such compliance or payment as long as the mortgagors shall in good faith contest their liability therefor and stay the enforcement thereof; the mortgagors will maintain, preserve and keep all and each part of the mortgaged property in at least as good repair, working order and condition as the same now is in, and to that end will from time to time make or cause to be made all needful and proper repairs and replacements, additions, betterments and improvements thereto; the mortgagors will at all times insure and keep insured the mortgaged property against loss or damage by fire, windstorm, and other casualties usually insured in sums, companies and by forms of policies satisfactory and first payable in case of loss to the mortgagee, and will upon request of the mortgagee deposit all insurance policies with the mortgagee; the mortgagee agrees that all sums received by it under any policy as a result of a loss shall be applied to the discharge of the obligation of the mortgagors under the note and other obligations secured hereby, and if greater will pay over the surplus, if any, to the mortgagors; the mortgagors hereby authorize the mortgagee to pay when overdue any taxes, assessments or charges which are or may become a lien on the mortgaged property, and, in the event insurance required hereunder is not provided, to provide such insurance and pay the premiums thereon, to add all sums so paid and costs, charges and expenses incurred in foreclosure proceedings and a commission of one (1%) per centum of the purchase money for making said sale to the mortgage debt and, in case of foreclosure, to cancel all insurance held by or for it and credit the returned premiums in the same manner as proceeds received on foreclosure sale are required to be credited or to transfer such insurance to any person or persons claiming title to the mortgaged property or any part thereof by virtue of foreclosure proceedings; mortgagors agree 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; no sale of the property hereby mortgaged, nor forbearance on the part of the mortgagee and no extension, whether oral or in writing, of the time for the payment of the whole

1105 78

or any part of the debt hereby secured or any other indulgence given by the mortgagee to any other persons than the mortgagors shall operate to release or in any manner affect the liability of the mortgagors, notice of any such extensions or indulgences being hereby waived; the mortgagee shall also have a lien upon any moneys or other property at any time in its possession belonging to any of the parties liable to the mortgagee on the said promissory note, whether as maker or endorser or guarantor, and any deposits, balance of deposits or other sums credited by or due from the mortgagee to any of the said parties, may at all times at the option of the mortgagee, be held and treated as collateral security for the payment of said promissory note or any other liability of any of said parties to it, and further, the mortgagee may at any time at its option set off the amount due or to become due on the said note or other obligations described herein against any claim of any of the said parties against the said mortgagee.

We, George E. Tripp and Nellie K. Tripp, husband and wife, release to the mortgagee all rights of tenancy by the curtesy and dower and homestead and other interests in the mortgaged premises.

Witness our hands and seals this 13th day of January 1954.

George E. Tripp

Nellie K. Tripp

Witness to both:

Robert J. McGarry

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. January 13, 1954

Then personally appeared the above named George E. Tripp and Nellie K. Tripp and acknowledged the foregoing instrument to be their free act and deed, before me,

Robert J. McGarry

Robert J. McGarry, Notary Public

My commission expires Dec. 17, 1959

Received & recorded Jan 13 1954 at 1 hrs & 53 min. P.M.

286

Fairhaven Drive In Theatre
Fairhaven, Massachusetts

(DCS-1)

Discharge of Conditional Sale

1105 79

Radio Corporation of America, a Delaware Corporation, hereby certifies that the purchase price agreed to be paid in a certain contract of Conditional Sale dated the 12th day of June, 19 51 between said Radio Corporation of America, or RCA Manufacturing Company, Inc. (predecessor in interest of Radio Corporation of America) and Fairhaven Drive In Theatre Co. of Boston, Mass. and recorded (or filed) in the records of the County of Bristol State of Mass. # 1931 Bk.1021 Page 128 on the 22nd day of June 19 51, has been fully paid and all title of the undersigned in and to the property described in said contract is released and the Recording Officer of said County and State is hereby directed to discharge said contract of record.

Dated November 17, 1953 19

RADIO CORPORATION OF AMERICA
RCA VICTOR DIVISION

BY R. D. Zeinner
R. D. Zeinner, Assistant Treasurer

Attest:
Asst. Secretary

Refiled in said County and State on the 28th day of January 1953

Affidavit

State of New Jersey } SS
County of Camden }

On this 17th day of November 19 53, before me personally came R. D. Zeinner to me known, who, being by me duly sworn, deposes and says:

That he is the Assistant Treasurer of Radio Corporation of America, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by the order of the board of Directors of said corporation; and that he signed his name thereto by like order.

Mary D. Drake
NOTARY PUBLIC
NEW JERSEY

Form 18-1

Received & recorded Jan 13 1954 at 2 hrs. & 50 min. P. M.

1105 80

287

L. S.

Commonwealth of Massachusetts

BRISTOL, ss. *To the Sheriff of our County of Bristol, or either of his Deputies; or any Constable of the City of New Bedford, in said County.* GREETING:

We command you to attach the goods or estate of Gene R. Bernier and Clara E. Bernier, both of Fairhaven, County of Bristol and Commonwealth of Massachusetts

to the value of One Thousand ($1000.00) Dollars, and summon the said Defendant s (if they may be found in your precinct) to appear before the Third District Court of Bristol, to be holden at New Bedford, within our County of Bristol, on the fourth Saturday of January A. D. 1954 at nine of the clock in the forenoon, then and there to answer to The New Bedford Morris Plan Company, a corporation duly organized by law under the laws of the Commonwealth of Massachusetts and having its place of business in New Bedford and said County of Bristol

in an action of Contract

To the damage of the said Plaintiff , (as it says,) the sum of One Thousand ($1000.00) Dollars, as shall then and there appear, with other due damages, and have you there this writ with your doings therein.

Witness, AUGUST C. TAVEIRA ~~FRANCIS X. MORRISSEY~~, Esquire, *Justice of our said Court, at New Bedford, this* thirteenth *day of* January *in the year of our Lord one thousand nine hundred and* fifty-four.

WALTER R. MITCHELL, Clerk.

A true copy. Attest: [signature]

DEPUTY SHERIFF.

Bristol, ss. New Bedford, Mass., January 13, 1954

By virtue of this Writ, I, this day at 30 minutes past 2 o'clock in the after noon attached as the property of the within named Gene R. Bernier and Clara E. Bernier 35 Chestnut St., Fairhaven, Mass. defendants all right, title and interest they now have in and to any Real Estate situated in New Bedford and Fairhaven or elsewhere in the County of Bristol.

And afterwards on the 13 day of January 1954 I deposited a true and attested copy of this writ, without the declaration but with so much of my return thereon as relates to the attachment of real estate, in the office of the Register of Deeds for the Southern District of said County of Bristol.

From the office of
George B. Goodman, Esq.
New Bedford

[signature]
Deputy Sheriff.

Received & recorded January 13 1954, at 3 hrs. & 1 min. P. M.

BRISTOL COUNTY REGISTRY OF DEEDS PREVENTION ONLY

We, Robert A. Sanchez and Harriette R. Sanchez, husband and wife, both

of New Bedford Bristol County, Massachusetts

~~XXXXXXXXXX~~, for consideration paid, grant to Alfred Lopes

of said New Bedford

with quitclaim covenants

the land ~~XX~~ with the buildings thereon situated in said New Bedford, bounded and described as follows:

(Description and encumbrances, if any)

First Parcel:
Beginning at a point in the south line of Arnold Street Forty-Six (46) feet east from the east line of James Street;
Thence southerly in a line parallel with said east line of James Street Ninety-Eight (98) feet;
Thence easterly in a line parallel with said south line of Arnold Street Forty (40) feet;
Thence northerly in a line parallel with said east line of James Street Ninety-Eight (98) feet to said south line of Arnold Street; and
Thence westerly in said south line of Arnold Street Forty (40) feet to the place of beginning.
Containing Fourteen and 40/100 (14.40) square rods more or less.

Second Parcel:
Beginning at a point in the south line of Arnold Street Eighty-Six (86) Feet east of the east line of James Street;
Thence southerly in a line parallel with said east line of James Street and Eighty-Six (86) feet easterly therefrom Ninety-Eight (98) feet to land now or formerly of Laura N. Bigelow;
Thence easterly by last named land Thirty-Eight and 58/100 (38.58) feet to land now or formerly of one Eggers;
Thence northerly in line of last named land Ninety-Eight and 22/100 (98.22) feet to said south line of Arnold Street;
Thence westerly in said south line of Arnold Street Forty-Three and 80/100 (43.80) feet to the point of beginning.
Containing Fourteen and 82/100 (14.82) rods more or less.
Being the same premises conveyed to us by deed of Albert W. Perrier dated July 6, 1942 and recorded in Bristol County (S.D.) Registry of Deeds in Book 857, Page 57.

NO STAMPS REQUIRED

We, the above-named grantors ~~husband & wife~~ hereby release to said grantee all rights of tenancy by the curtesy dower and homestead and other interests therein.

Witness our hands and seals this 11th day of January 1954

Jack D. McLaughlin
X G.B.

Robert A. Sanchez
Harriette R. Sanchez

The Commonwealth of Massachusetts

Bristol ss. New Bedford January 11, 1954

Then personally appeared the above named Robert A. Sanchez

and acknowledged the foregoing instrument to be his free act and deed, before me

JACK BERNARD WEITZMAN Jack Bernard Weitzman
Notary Public — ~~Justice of the Peace~~

My commission expires October 29 1960

Received & recorded Jan 13 1954 at 3 hrs. & 5 min. P. M.

1105 82 289

I, Alfred Lopes

of New Bedford Bristol County, Massachusetts,
being unmarried, for consideration paid, grant to Harriette E.Sanchez

of said New Bedford with quitclaim covenants

the land ~~ex~~ with the buildings thereon, situated in said New Bedford, bounded and described as follows:

(Description and encumbrances, if any)

First Parcel:

Beginning at a point in the south line of Arnold Street Forty-Six (46) feet east from the east line of James Street;
Thence southerly in a line parallel with said east line of James Street Ninety-Eight (98) feet;
Thence easterly in a line parallel with said south line of Arnold Street Forty (40) feet;
Thence northerly in a line parallel with said east line of James Street Ninety-Eight (98) feet to said south line of Arnold Street; and
Thence westerly in said south line of Arnold Street Forty (40) feet to the place of beginning.
Containing Fourteen and 40/100 (14.40) square rods more or less.

Second Parcel:

Beginning at a point in the south line of Arnold Street Eighty-Six (86) feet east of the east line of James Street;
Thence southerly in a line parallel with said east line of James Street and Eighty-Six (86) feet easterly therefrom Ninety-Eight (98) feet to land now or formerly of Laura N. Bigelow;
Thence easterly by last named land Thirty-Eight and 58/100 (38.58) feet to land now or formerly of one Eggers;
Thence northerly in line of last named land Ninety-Eight and 22/100 (98.22) feet to said south line of Arnold Street;
Thence westerly in said south line of Arnold Street Forty-Three and 80/100 (43.80) feet to the point of beginning.
Containing Fourteen and 82/100 (14.82) rods more or less.
Being the same premises conveyed to me by deed of even date to be recorded herewith.

NO STAMPS REQUIRED

~~Release hereby granting all rights of homestead by the husband and acknowledgment thereof.~~

Witness my hand and seal this 11th day of January 19 54.

Jack Bernard Weltman — Alfred Lopes

The Commonwealth of Massachusetts

Bristol ss. New Bedford January 11 19 54

Then personally appeared the above named Alfred Lopes

and acknowledged the foregoing instrument to be his free act and deed, before me

JACK BERNARD WELTMAN — Jack Bernard Weltman — Notary Public — Justice of the Peace

My commission expires October 29 1960

Received & recorded June 13 1955 at 3 hrs. & 2 min. P.M.

1105

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1105 MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that I, LAWRENCE L. LAMARRE, of Kingston, Plymouth County, Massachusetts, being married, and BARBARA LAMARRE ,

of New Bedford, Bristol County, Massachusetts

being unmarried, for consideration paid, grant to SAEED MORAD of said New Bedford

xx

with mortgage covenants, to secure the payment of

THREE THOUSAND ($3,000.00) Dollars

xx on June 1, 1954xxxx with six (6) per cent interest, per annum

payable

as provided in our note of even date,

First Parcel:

the land in Fairhaven, Bristol County, Massachusetts, bounded and described

[Description and encumbrances, if any]

as follows:-

Beginning at a point in the westerly line of proposed Saratoga Street, which point is the northeasterly corner of Lot #28 as shown on Plan of Land situated in Fairhaven, Mass. surveyed for G. Raymond Lamarre by Samuel Corse, dated September 7, 1951 and recorded in Bristol County (S.D.) Registry of Deeds in Plan Book 44, Page 10;

thence westerly by the northerly line of said Lot 28 on said Plan 80 feet to a point;

thence northerly 321.87 feet to a point in the southerly line of proposed Springhill Street;

thence easterly in the said southerly line of said proposed Springhill Street 68 feet to a point;

thence turning and deflecting to the right in the arc of a circle with a radius of 12 feet 18.85 feet to a point;

thence southerly in the westerly line of proposed Saratoga Street 309.87 feet to the place of beginning.

Containing 25,701 square feet, more or less.

Being Lots 24, 25, 26 and 27 as shown on Plan heretofore mentioned.

The premises are conveyed subject to the following restrictions:-

1. No structure shall be erected or placed on the premises except a one-family dwelling which shall cost not less than $6500 and a garage which shall have a capacity of no more than two cars. This restriction shall not prevent the purchaser of two or more lots from erecting a dwelling and a garage on each lot, or erecting a dwelling on one lot and a garage on another lot, but any such dwelling or garage shall otherwise be in conformity with this restriction. Any such garage may be connected to the dwelling by a breezeway.

2. No dwelling or garage erected or placed on the premises shall have outside walls or outside siding of imitation brick or asphalt siding.

3. No structure shall be erected or occupied on the premises for any business, trade or manufacturing of any kind whatsoever.

4. The above restrictions shall expire January 1, 1957.

Being the same premises conveyed to Lawrence L. Lamarre by

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

G. Raymond Lamarre, by deed dated October 18, 1951 and recorded in Bristol County (S.D.) Registry of Deeds, Book 1095, Page 504.

Second Parcel: The land in said New Bedford, with the buildings, bounded and described as follows:-

Beginning at the intersection of the west line of South 6th Street with the north line of Cherry Street;
thence westerly in said north line of Cherry Street 202.82 feet, more or less, to the east line of 7th Street;
thence northerly in said east line of 7th Street 106 feet, more or less, to land formerly of the heirs of Edward C. Jones;
thence easterly in line of last-named land and land formerly of Francis T. Akin 203 feet, more or less, to the said west line of South 6th Street;
thence southerly in said west line of South 6th Street 105.90 feet, more or less, to the place of beginning.

Together with whatever right, title and interest the grantor, Barbara Lamarre, has to the land laid out as Cherry Street.

Being the premises conveyed to Barbara Lamarre by deed of The First Congregational Society in New Bedford dated July 14, 1947 and recorded in Bristol County (S.D.) Registry of Deeds, Book 933, Page 68 and by deed of Carmelita Jacques to Barbara Lamarre, dated September 2, 1950, recorded in said Registry in Book 988, Page 495.

This parcel is subject to a first mortgage now held by the New Bedford Co-operative Bank, dated October 15, 1953, recorded in said Registry in Book 1097, Page 300.

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale,

I, RITA C. LAMARRE, wife of said mortgagor,

Lawrence L. Lamarre,

release to the mortgagee all rights of dower and homestead and other interests in the mortgaged premises.

Witness our hand and seal this 13th day of January, 1954.

Rita C. Lamarre
Lawrence L. Lamarre
Barbara Lamarre

The Commonwealth of Massachusetts

Bristol, ss. January 13, 1954.

Then personally appeared the above named

LAWRENCE L. LAMARRE + Barbara Lamarre

and acknowledged the foregoing instrument to be his free act and deed, before me

Emanuel Kantor
Notary Public
E. MANUEL KANTOR
My Commission expires Mar 3 1955

Received & recorded Jan 13 1954 at 3 hrs & 30 min P. M.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE ONLY

Ref 958-34 & Ref 971-247

Ref B. 958 P. 34
Ref B. 971 P. 247

NONQUITT MILLS

Certificate of Resolutions

I, ANDREW W. MACY, Vice President of Nonquitt Mills, a Massachusetts corporation, do hereby certify that the following is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of said Corporation duly held on June 24, 1949, and that the same are now in full force and effect and are included in the minutes of said meeting as contained in the minute book of the Corporation:

> RESOLVED, that the Treasurer of the Corporation is hereby authorized to sell on behalf of the Corporation at a price deemed by him, in his discretion, to be the best obtainable, all of the Corporation's right, title and interest in and to the premises between Belleville Avenue and the Acushnet River in New Bedford, Massachusetts, more particularly described as follows:
>
> Beginning at the northwest corner of the land to be described at a point in the easterly line of Belleville Avenue which point is marked by a stone bound for a corner, which stone bound is forty (40) feet noth of the southwesterly corner of the premises conveyed to the Grantor by William Whitman by deed dated November 21, 1906, and recorded with Bristol County (S.D.) Registry of Deeds, Book 253, Page 486; thence making an angle of 90° with the easterly line of Belleville Avenue and running easterly in the southerly line of land now or formerly of Fibre Leather Mfg. Corp. three hundred fifteen (315) feet, more or less, to the approximate high water line of the Acushnet River, thence continuing easterly in the same course to and into the Acushnet River along the line of limit of private ownership; thence beginning again at the northwest corner of the land to be described and marked by said stone bound and thence running in a southerly direction in the easterly line of Belleville Avenue forty (40) feet to a boundstone

at land of Nashawena Mills; thence easterly in line of land of Nashawena Mills three hundred sixty-eight (368) feet, more or less, to the approximate high water line of the Acushnet River; and thence continuing easterly in the same course to and into the Acushnet River as far as private rights extend, and thence running in a northerly direction in said Acushnet River along the line of limit of private ownership to a point where such line intersects the north line hereinbefore described.

Such premises being shown on a plan of land situated in New Bedford, Massachusetts, duly recorded September 1, 1948 with Bristol County (S.D.) Registry of Deeds, Book 949, Pages 539 to 543, inclusive; subject, however to a perpetual and exclusive right and easement over said land to New Bedford Gas & Edison Light Company for the purposes named in the grant of said easement, recorded with Bristol County (S.D.) Registry of Deeds, Book 805, Page 42; also subject to taxes assessed thereon by the City of New Bedford for the year 1949, which taxes are to be apportioned as of the date of the delivery of the deed to the foregoing property;

FURTHER RESOLVED, that the Treasurer of the Corporation is hereby authorized on behalf of the Corporation to execute and deliver a deed with quit-claim covenants to the foregoing premises and to do any and all other acts and to execute and deliver any and all other documents in connection therewith as he may deem necessary or convenient.

I do hereby further certify that Frederick W. Nobley was the Treasurer of said Corporation on August 8, 1949, the date on which Mosquitt Mills conveyed to Nashawena Mills the land described in said resolutions.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this 23rd day of December, 1953.

Received & recorded Jan. 13, 1954, at 3 hrs. & 46 min. P.M.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

FIBRE LEATHER MFG. CORP., a corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at Belleville Avenue, New Bedford, Bristol County, Massachusetts, for consideration paid, grants to NEW BEDFORD GAS AND EDISON LIGHT COMPANY, a Massachusetts corporation having its principal place of business in said New Bedford, with QUITCLAIM COVENANTS all its right, title and interest, if any, acquired by virtue of a grant of easement contained in a deed to it from Nonquitt Mills dated September 1, 1948 and recorded in Bristol County (S.D.) Registry of Deeds in Book 949, Page 539, in and to the following described land:

> So much of the land lying under the so-called "Transformer Shelter" as shown upon a Plan entitled, "Plan of Land Belonging to The Macy Corporation, Located in New Bedford, Mass.", made by Leo W. Grenier, Registered Land Surveyor, dated October 30, 1953, to be recorded in said Registry of Deeds, as lies within the forty (40) foot Way described in said deed of Nonquitt Mills, above referred to, and as shown upon the said Plan.

This conveyance is upon the express condition, which shall be binding upon the grantee and its successors and assigns, that if said "Transformer Shelter" shall be voluntarily demolished with the intent to discontinue the use of the above described property as a sub-station for the transformation and/or switching of electric energy, all rights acquired by said FIBRE LEATHER MFG. CORP. under said grant of easement shall be re-vested in it with the same effect as though this instrument had not been executed and delivered; provided, however, that the foregoing shall not prevent such repair or re-construction of the present "Transformer Shelter" as the grantee, or its successors or assigns, shall deem to be necessary from time to time so long as the present dimensions and location of the said building shall not be altered thereby.

IN WITNESS WHEREOF, the said FIBRE LEATHER MFG. CORP. has

BRISTOL COUNTY REGISTRY OF DEEDS PREVENT ONLY

1105 88

caused its corporate seal to be hereunto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by SAMUEL B. FINGER, its Treasurer, hereto duly authorized, this 4th day of January, 1954.

FIBRE LEATHER MFG. CORP.

By Samuel B. Finger
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. New Bedford January 4, 1954

Then personally appeared the above named SAMUEL B. FINGER, and acknowledged the foregoing instrument to be the free act and deed of FIBRE LEATHER MFG. CORP., before me,

Thomas Rosenberg
Notary Public

My Commission Expires: 6/24/54.

Jan 13 1954 at 3 hr 5 min 42 sec P.M.

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THE MERCHANTS NATIONAL BANK OF NEW BEDFORD
FIBRE LEATHER MFG. CORP.

to it

dated September 1, 1948

recorded with Bristol County (S.D) Registry of Deeds, Book 949 Page 551

for consideration paid, release to NEW BEDFORD GAS AND EDISON LIGHT COMPANY

all interest acquired under said mortgage in the following described portions of the mortgaged premises

all the right, title, and interest, if any, acquired by said FIBRE LEATHER MFG. CORP. by virtue of a grant of easement contained in a deed to it from Nonquitt Mills dated September 1, 1948 and recorded in Bristol County (S.D.) Registry of Deeds in Book 949, Page 539, in and to the following described land:

> So much of the land lying under the so-called "Transformer Shelter" as shown upon a Plan entitled, "Plan of Land Belonging to The Macy Corporation, Located in New Bedford, Mass.", made by Leo W. Grenier, Registered Land Surveyor, dated October 30, 1953, to be recorded in said Registry of Deeds, as lies within the forty (40) foot Way described in said deed of Nonquitt Mills, above referred to, and as shown upon the said Plan.

Provided, however, that this release is given only to the extent necessary to give effect to a certain grant from Fibre Leather Mfg. Corp. to New Bedford Gas and Edison Light Company dated January 4, 1954 to be recorded herewith and is further given upon the same condition contained in the said grant last mentioned.

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 in its name and behalf by James Ferrin its Vice President this 12th day of January A. D. 19 54.

THE MERCHANTS NATIONAL BANK OF NEW BEDFORD

By James Ferrin
Vice President

The Commonwealth of Massachusetts

Bristol ss. Jan 12 1954

Then personally appeared the above named James Ferrin, Vice President as aforesaid and acknowledged the foregoing instrument to be the free act and deed of THE MERCHANTS NATIONAL BANK OF NEW BEDFORD

before me

W. Norton Francis
Notary Public — Justice of the Peace

W. NORTON FRANCIS
NOTARY PUBLIC
My Commission Expires Sept. 22, 1955.

My commission expires

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PROVIDENCE, R.I.

" VOTED: To authorize and empower James Ford, Vice President of this Association, in the name and behalf of this Association, to grant to New Bedford Gas & Edison Light Company a partial release of all interest acquired by this Association under mortgage from Fibre Leather Mfg. Corp. to this Association dated September 1, 1948, recorded in Bristol County (S.D.) Registry of Deeds, Book 949, Page 551, in the following described portion of the mortgaged premises:

> all the right, title and interest, if any, acquired by said FIBRE LEATHER MFG. CORP. by virtue of a grant of easement contained in a deed to it from Nonquitt Mills dated September 1, 1948 and recorded in Bristol County (S.D.) Registry of Deeds, in Book 949, Page 539, in and to the following described land:
>
> So much of the land lying under the so-called "Transformer Shelter" as shown upon a Plan entitled "Plan of Land Belonging to The Macy Corporation, Located in New Bedford, Mass.", made by Leo W. Grenier, Registered Land Surveyor, dated October 30, 1953, to be recorded in said Registry of Deeds, as lies within the forty (40) foot Way described in said Deed of Nonquitt Mills, above referred to, and as shown upon the said Plan.

which release shall provide that it is given only to the extent necessary to give effect to a certain grant from Fibre Leather Mfg. Corp. to New Bedford Gas & Edison Light Company dated January 4, 1954, to be recorded with said partial release, and shall provide further that it is given upon the same condition as is contained in said grant last mentioned. "

KNOW ALL MEN BY THESE PRESENTS,

That I, Grant Henderson Assistant Clerk of The Merchants National Bank of New Bedford, do hereby certify that the above is a true copy of a vote duly adopted at a duly held meeting of the Board of Directors of said Association, at which meeting a quorum was present and that the same has not been altered, amended or repealed and is still in full force and effect.

Grant Henderson
Assistant Clerk

January 12, 1954.

Received & recorded Jan 13, 1954 at 3 hrs & 51 min. P.M.

PARTIAL RELEASE ~~EXTENSION~~ OF MORTGAGE

CAROLET CORP., a Massachusetts corporation, the holder of a mortgage by The Macy Corporation, a Massachusetts corporation, to Carolet Corp. dated October 1, 1953, recorded with the Registry of Deeds, Bristol County, Southern District, Commonwealth of Massachusetts, in book 1096 page 59 for consideration paid, release to said The Macy Corporation, all interest acquired under said mortgage in the following described portions of the mortgaged premises:

A parcel of land in said New Bedford with the building thereon bounded and described as follows:

Beginning at a stake in the ground at a point seventy-three and 50/100 (73.50) feet easterly of a stone bound on the easterly side of Belleville Avenue and forty (40) feet southerly from the southerly line of land of Fibre Leather Mfg. Corp.; thence making an exterior angle of 92° 45' 30" with a line perpendicular to the easterly line of Belleville Avenue and running northerly eight and 53/100 (8.53) feet to a point for a corner; thence making an interior angle of 89° 56' and running easterly forty and 03/100 (40.03) feet to a point for a corner; thence making an interior angle of 90° 21' and running southerly fourteen and 80/100 (14.80) feet to the center line of a brick wall; thence running westerly in the center line of a brick wall and to a drill hole in the ground forty and 10/100 (40.10) feet to a point for a corner; and thence running northerly six and 35/100 (6.35) feet to the point of beginning. Containing five hundred ninety-four (594) square feet.

The premises herein released are shown upon a plan entitled, "Plan of Land Belonging to The Macy Corporation located in New Bedford, Mass.", made by Leo S. Grenier, Registered Land Surveyor, dated October 30, 1953 to be recorded in the Bristol County (S.D.) Registry of Deeds.

IN WITNESS WHEREOF, the said Carolet Corp. has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Albert A. List, its President, this 3rd day of December, 1953.

CAROLET CORP.

By Albert A. List
Albert A. List, President

IN THE PRESENCE OF:
Leo S. Grenier
Dorothy E. Bedard

BRISTOL COUNTY REGISTRY OF DEEDS PREVIEW ONLY

1105 92

THE COMMONWEALTH OF MASSACHUSETTS

County of Bristol ss. December 30, 1953

Then personally appeared the above named Albert A. List and acknowledged the foregoing instrument to be the free act and deed of Carolet Corp.

before me,

Isador S. Levin
Notary Public
My commission expires Sept 22, 1955

Received & recorded Jan 13, 1954, at 3 hrs. & 5 min. P. M.

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1105-92

Know all Men by these Presents

The New Bedford Institution for Savings, holder of a 1st mortgage from James W Brie et Ux to said Institution dated 4/26/51 recorded with Bristol County (S.D.) Registry of Deeds, Book 1016, Page 375 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 12th day of January 1954

New Bedford Institution for Savings,

By [signature]
Assistant Treasurer.

Commonwealth of Massachusetts

Bristol, ss. January 12 1954. 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,

[signature]
Notary Public.

My commission expires 7/1 1958

Received & recorded Jan 12 1954, at 2 hrs. & 10 min. P. M.

QUITCLAIM DEED

THE MACY CORPORATION, a corporation duly organized under the laws of the Commonwealth of Massachusetts and having its principal place of business in New Bedford, Bristol County, Massachusetts, for consideration paid, GRANTS to NEW BEDFORD GAS AND EDISON LIGHT COMPANY, a corporation duly organized under the laws of said Commonwealth and having its principal place of business in said New Bedford, with QUITCLAIM COVENANTS, the land in New Bedford with the building thereon, bounded and described as follows:

Beginning at a stake in the ground at a point seventy-three and 50/100 (73.50) feet easterly of a stone bound on the easterly side of Belleville Avenue and forty (40) feet southerly from the southerly line of land of Fibre Leather Mfg. Corp.; thence making an exterior angle of 92° 45' 30" with a line perpendicular to the easterly line of Belleville Avenue and running northerly eight and 53/100 (8.53) feet to a point for a corner; thence making an interior angle of 89° 56' and running easterly forty and 03/100 (40.03) feet to a point for a corner; thence making an interior angle of 90° 21' and running southerly fourteen and 80/100 (14.80) feet to the center line of a brick wall; thence running westerly in the center line of a brick wall and to a drill hole in the ground forty and 10/100 (40.10) feet to a point for a corner; and thence running northerly six and 35/100 (6.35) feet to the point of beginning. Containing five hundred ninety-four (594) square feet.

And being shown upon a plan of land entitled "Plan of Land Belonging to The Macy Corporation Located in New Bedford, Mass.", made by Leo W. Grenier, Reg. L. S., dated October 30, 1953, to be recorded in Bristol County S. D. Registry of Deeds.

Being a portion of the premises conveyed to The Macy Corporation by William Whitman Company, Inc. by deed dated November 20, 1952, and recorded in Bristol County S. D. Registry of Deeds, Book 1068, Page 449.

The grantor reserves for itself and its successors and assigns the right and easement to keep and maintain the eaves of its building known as the Turbine House adjoining on the South the premises herein conveyed over the southerly boundary of the above described premises.

1105 94

Said premises are conveyed together with a perpetual and exclusive right and easement to construct, repair, reconstruct, replace, maintain, operate, inspect and lay underground conduits and cables with manholes and other usual fixtures for transmission, distribution and supply of electric energy to and from the building upon the said premises; and together, also, with a perpetual right of way, in common with the grantor and others entitled thereto, over the remaining property of the grantor to pass and repass on foot and with vehicles for all purposes to and from the building upon the grantor's premises to said Belleville Road, the said easements to be confined to a strip of land forty (40) feet in width along the northerly boundary of the grantor's premises and adjoining the land now or formerly of the Fibre Leather Manufacturing Corporation, provided, however, that said easements shall include a strip of land twenty (20) feet in width adjoining the easterly boundary of the premises to be conveyed for access to the door in the easterly wall of the building upon said premises.

The foregoing easements are intended to be in addition to and not in limitation of the easement granted by Nonquitt Mills to the grantee by an instrument dated April 25, 1938, and recorded in Bristol County S. D. Registry of Deeds, Book 805, Page 42.

The grantor and the grantee hereby agree for themselves and their respective successors and assigns that that portion of the northerly wall of the Turbine House, so-called, of the grantor which forms the southerly wall of the building upon the land herein conveyed shall become and remain a party wall and the common property of the said grantor and grantee and their respective successors and assigns, either of whom shall have the right to use said wall by inserting timbers or other materials therein, up to but not beyond the center of thickness of said wall, or otherwise to use said wall in any manner which shall not interfere with the equal use of the other half of the wall by the other owner.

The grantor and the grantee further agree for themselves and their respective successors and assigns that if it shall hereafter become necessary or desirable to repair or rebuild the whole or any portion of said party wall, the expense of such repair or rebuilding shall be borne equally between the grantor and the grantee and their respective successors and assigns.

In the event that it shall become necessary to repair or rebuild said wall, it shall be erected in the same location and be of the same or substantially similar size and material, and be of good workmanship and quality.

IN WITNESS WHEREOF the said The Macy 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 Andrew W. Macy, its Treasurer, hereunto duly authorized this 13th day of January, 1954.

THE MACY CORPORATION

By Andrew W. Macy
Treasurer

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, SS. New Bedford, January 13, 1954

Then personally appeared the above-named Andrew W. Macy, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of The Macy Corporation, before me,

Isador S. Levin
Isador S. Levin, Notary Public
My commission expires: Sept. 22, 1955

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

THE MACY CORPORATION

CERTIFICATE OF CLERK

1105 96

I, Isador S. Levin, hereby certify that I am the duly elected Clerk of The Macy Corporation; that Andrew W. Macy is the duly elected Treasurer; and that at a special meeting of the Board of Directors duly called and held on December 1, 1953, at which meeting a quorum was present and acting throughout, the following vote was duly adopted, namely:

> VOTED: That Andrew W. Macy, Treasurer, be and he is hereby authorized in the name and on behalf of this corporation to sign, seal with the corporate seal, acknowledge and deliver to New Bedford Gas and Edison Light Company a quitclaim deed conveying a parcel of land with the building thereon shown on a plan of land entitled "Plan of Land belonging to The Macy Corporation Located in New Bedford, Mass.", made by Leo W. Grenier, Reg. L. S., dated October 30, 1953, and that the execution and delivery of such deed be conclusively presumed to have been authorized by this vote.

I further certify that said vote has not been amended, altered or rescinded, and is now in full force and effect.

IN WITNESS WHEREOF I have hereunto set my hand and the corporate seal of said The Macy Corporation this 13th day of January, 1954.

Isador S. Levin
Clerk

Received & recorded Jan 13 1954, at 3 hrs & 52 min. P.M.

We, Doris B. Tyler and James B. Tyler, husband and wife,

both

of New Bedford Bristol County, Massachusetts

~~being unmarried~~, for consideration paid, grant to Lawrence A. Prince

of said New Bedford

with ~~mortgage covenants~~, to secure the payment of

~~xxxx

BRISTOL COUNTY S.D. REGISTRY OF DEEDS PREVIEW ONLY

1105 98

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale.

We, Doris B. Tyler and James B. Tyler, husband wife of said mortgagor, mortgagors as aforesaid

release to the mortgagee all rights of tenancy by the curtesy dower and homestead and other interests in the mortgaged premises.

Witness our hand & seal this 14th day of January 19 54

R. Rechtsbaum

James B. Tyler

Doris B. Tyler

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 14th 19 54

Then personally appeared the above named

Doris B. Tyler and James B. Tyler

and acknowledged the foregoing instrument to be their free act and deed, before me

Bernard Rechtsbaum
Notary Public — Justice of the Peace

My Commission expires Jan. 28, 1954

Received & recorded Jan 14 1954, at 9 hrs. 42 min. 9

1105-98 238

The ACUSHNET CO-OPERATIVE BANK, holder of a mortgage

from Alfred K. Howard

to it, dated August 4, 1939 recorded with Bristol County S. D. Registry

of Deeds, Book 820 Page 166

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 12th day of January 19 54

ACUSHNET CO-OPERATIVE BANK

By Eugene F. Phelan Treasurer.

COMMONWEALTH OF MASSACHUSETTS

1105 89

Bristol, ss. January 12, 19 54

Then personally appeared the above-named Eugene P. Phelan 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, 19 58

Received & recorded Jan 12 1954, at 1 hrs. & 35 min. P.M.

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Book 1102, Page 90

1105-99

January 9, 1954

To the Register of Deeds for the Southern *District of the County of* Bristol

The attachment of the real estate (in said county) of Russell G. Steele *made on the* eighth *day of* December 19 53 *in an action commenced in the* Bristol County Probate *Court by* Anne Steele *plaintiff is discharged*

and you will please make a note to that effect on the attachment book in your office.

Petitioner *Attorney for the plaintiff*

The Commonwealth of Massachusetts

Bristol, ss. January 9, 19 54

Then personally appeared the above named Anne Steele *and acknowledged the foregoing instrument to be* her *free act and deed, before me*

Notary Public Attorney at Law

Received & recorded Jan 12 1954, at 4 hrs. & 30 min. P.M.

HOBBS & WEBSTER, INC. BOSTON—FORM 150

BRISTOL COUNTY (S.D.) REGISTRY OF DEEDS PROVIDENCE, R.I.

100

1105 100

KNOW ALL MEN BY THESE PRESENTS,

That I, JOSEPH BONO,

of Dartmouth, Bristol County, Massachusetts,

being unmarried, for consideration paid, grant to myself, said JOSEPH BONO and JOHN BONO, as joint tenants and not as tenants in common, both of said Dartmouth

with quitclaim covenants

the land in said Dartmouth with the buildings thereon, bounded and described as follows, viz:

[Description and encumbrances, if any]

Beginning at the southwest corner of the first parcel conveyed to Joseph Bono, et all, by Helen L.Baker, by deed dated November 15, 1945, recorded in Bristol County (S.D.) Registry of Deeds, Book 896, Page 281, at a point in the north line of the New Bedford-Fall River Highway as it existed on November 15, 1945;

thence northerly in the west line of the first parcel conveyed by said deed one hundred twenty (120) feet to landnow or formerly of Joseph Bono, John Bono and Louis Bono, co-partners doing business as State Road Cement Block Company;

thence easterly in line of last named land one hundred sixty (160) feet more or less to the line (extended northerly) of the first course described in the description of said first parcel in said deed;

thence southerly in line of land of said State Road Cement Block Company to a point which is ninety-one (91) feet northerly of the line of the first course described in the description of said first parcel in said deed from said north line of said State Highway and thirty-nine and 64/100 (39.64) feet east from the corner of the house on the premises hereby conveyed;

thence still southerly in the line of said first course described in the description of said first parcel in said deed, ninety-one (91) feet to said north line of said Highway;

thence westerly in said north line of said highway one hundred sixty (160) feet to the point of beginning.

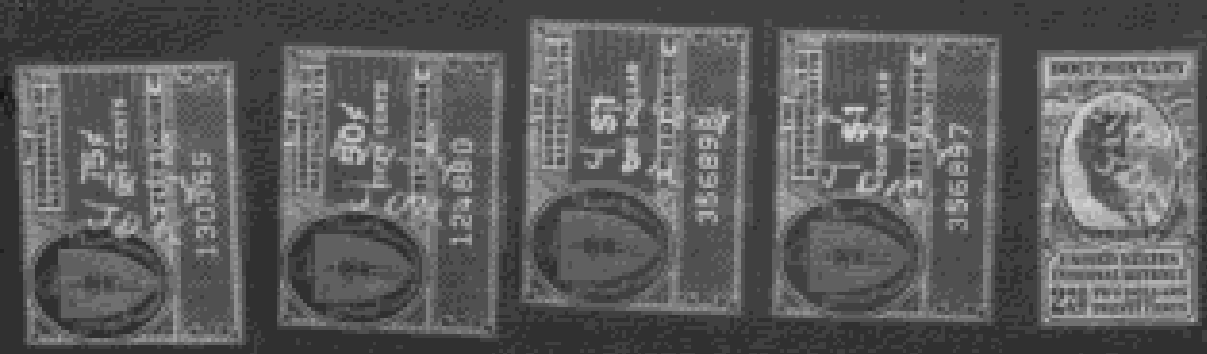
Excepting from the premises hereby conveyed any portion thereof taken for the State Highway by any takings of record occurring after November 15, 1945.

This conveyance is hereby made subject to an easement granted by these grantees to Helen L.Baker by deed recorded in said Registry of Deeds, Book 976, Page 411, and to real estatetaxes for the year 1954.

For mortgagor's title see said first mentioned deed from Helen L.Baker, deed from Louis Bono to these grantees dated July 29, 1949, recorded in said Registry, Book 976, Page 410, and deed from John Bono to Joseph Bono, dated June 12, 1950, recorded in said Registry, Book 986, page 323.

1105 101

1105 101



I, Lawrinda Bono, wife of said grantor,

release to said grantee all rights of dower and homestead and other interests therein.

Witness our hand s and seal s this 14 day of January 19 54.

Joseph Bono

Mrs Lawrinda Bono

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 13 1954.

Then personally appeared the above named Joseph Bono

and acknowledged the foregoing instrument to be his free act and deed, before me

John D. Kenney

John D. Kenney Notary Public

My Commission expires Oct. 29, 1969.

Received & recorded Jan. 14 1954 at 4 hrs & 4 min. P.M.

BRISTOL COUNTY REGISTRY OF DEEDS PREVIOUSLY ENTERED

1105 102

298

Commonwealth of Massachusetts

Bristol, SS. To the Sheriffs of our several Counties, or either of their Deputies, or any Constable of the City of New Bedford, in Said County, Greeting:

WE COMMAND YOU to attach the Goods or Estate of Harold Cohen, otherwise known as Don Cole, of 484 Coggeshall Street, New Bedford

to the value of THREE THOUSAND ($3000) Dollars, and summon the said Defendant , (if he may be found in your precinct,) to appear before the Third District Court of Bristol, to be holden at New Bedford, within our County of Bristol, on the first Saturday of February A.D. 1954 , at nine of the clock in the forenoon; then and there to answer to Save-Mor Furniture Stores, Inc., a Massachusetts corporation duly organized by law with an usual place of business at Lowell, Middlesex County, Massachusetts

in an action contract--tort

To the damage of the said plaintiff , (as he says,) the sum of THREE THOUSAND ($3000) Dollars as shall then and there appear, with other due damages. And have you there this writ, with your doings therein.

Witness, AUGUST C. TAVEIRA, Esquire, *Justice of said Court, at said New Bedford, the* thirteenth *day of* January *in the year of our Lord one thousand nine hundred and* fifty-four.

A True Copy attest
Leopold Gaskin
Deputy Sheriff

Walter R. Mitchell
Clerk

OFFICER'S RETURN New Bedford January 14 1954

BRISTOL, SS.

By virtue of this Writ, I this day at 50 minutes past 9 o'clock in the forenoon attached as the property of the within named Harold Cohen, defendant, all right, title and interest he now has in and to any Real Estate situated in New Bedford or elsewhere in the County of Bristol,

and afterwards on the 14th day of January, 1954, I deposited a true and attested copy of this writ, without the declaration but with so much of my return thereon as relates to the attachment of real estate, in the office of the Register of Deeds for the Southern District of said County of Bristol.

Leopold Gaskin
Deputy Sheriff

In the office of Stanley M. Epstein, Esq.
85 Devonshire St.
Boston, Mass.

Received & recorded Jan. 14 1954, at 11 hrs. & 14 min. A.M.

BRISTOL COUNTY REGISTRY OF DEEDS PREVIOUSLY ENTERED

REGISTRY OF DEEDS

301

CITY OF NEW BEDFORD

IN CITY COUNCIL

December 24, 1953

RESOLVED, That the common necessity and convenience of the inhabitants of the City of New Bedford require an alteration of street lines at the southeast corner of Hathaway Road and Nauset Street.

The area taken for this alteration is bounded and described as follows:

> Beginning at the point of intersection of the easterly line of Hathaway road with the southerly line of Nauset street; thence easterly in the southerly line of Nauset street a distance of twenty and 55/100 (20.55) feet to a point; thence southwesterly in the arc of a circle having a radius of forty-six (46) feet and a central angle of 47° 51' 37", a distance of thirty-eight and 42/100 (38.42) feet to a point in the easterly line of Hathaway Road; thence northerly in the easterly line of Hathaway Road in the arc of a circle having a radius of one thousand eight hundred eighty-two and 20/100 (1882.20) feet and a central angle of 0° 37' 07", a distance of twenty and 32/100 (20.32) feet to the point of beginning containing 56.02 square feet,

in accordance with a plan of the alteration of street lines on Hathaway Road at the southeast corner of Nauset Street, signed by Thomas W. Williams, Commissioner of Public Works, dated December 3, 1953, on file in the office of the City Clerk.

This alteration of street lines includes and requires the taking of privately owned land described above, supposed to belong to Francis O. Quinn.

The damage sustained by the owners of property aforesaid is hereby estimated and awarded as compensation in full to them as follows: To all persons, no damages.

Whereas due notice has been given of the intention of the City to take said parcel of land for highway purposes, it is therefore

ORDERED, That the parcel of land heretofore described be and it is taken, the interest being a fee for highway purposes under the provisions of General Laws, Chapter 79, and accepted under the provisions of General Laws, Chapter 82, as public streets or ways of the City of New Bedford, said streets to be known as Hathaway Road and Nauset Street.

1105 104

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.

IN CITY COUNCIL, December 24, 1953

Adopted. Charles W. Deasy, City Clerk

Presented to the Mayor for approval December 28, 1953.
Charles W. Deasy, City Clerk

Approved December 28, 1953. Francis J. Lawler, Temporary Mayor
Chapter 661, Acts of 1953

Approved as to form: William M. Conroy, City Solicitor

A true copy, attest:

Charles W. Deasy

City Clerk

Received & recorded Jan 12 1954 at 12 hrs. & 28 min. P.M.

250

1105-104

I, Hartley Fell, holder of a mortgage

from Joseph Machado and Maria E. Machado, husband and wife,

to me

dated July 7, 1953

recorded with Bristol County S.D. County Registry of Deeds

Book 1088, Page 270, acknowledge satisfaction of the same

Witness my hand and seal this 12th day of January 19 54

Hartley Fell

The Commonwealth of Massachusetts

Bristol ss. New Bedford, January 12 19 54

Then personally appeared the above named Hartley Fell

and acknowledged the foregoing instrument to be his free act and deed

before me

Notary Public

My commission expires 19

Received & recorded Jan 12 1954 at 3 hrs. & 2 min. P.M.

BRISTOL COUNTY REGISTRY OF DEEDS
REGISTRY OF DEEDS
FORECLOSURE OKAY

KNOW ALL MEN BY THESE PRESENTS

That we, Omer Fournier and Martha Fournier, husband and wife,

of Acushnet Bristol County, Massachusetts,

being ~~unmarried~~, for consideration paid, grant to

Joseph A. Mayer and Margaret S. Mayer, husband and wife, as joint tenants and not as tenants by the entirety

of Acushnet, Mass.,

with warranty covenants except as hereinafter to the contrary provided

the land in Acushnet, Mass., bounded and described as follows, to wit:

(Description and encumbrances, if any)

Beginning at a point in the northerly line of land of the grantee, at the southwesterly corner of the land hereby conveyed, said point being 207.10 feet easterly from the easterly line of Aye's Lane;

thence N. 1° 46′ W., by other land of these grantors, 70.06 feet to a corner;

thence S. 87° 13′ 00″ E., by land now or formerly of John and Lillian Ferreira, 536.73 feet to a drill hole in the stone wall;

thence S. 6° 21′ 40″ E., by the stone wall and land formerly of Joseph Hart, 70.11 feet to a drill hole; and

thence S. 87° 13′ 00″ W., by land of the grantee, 537.46 feet to the point of beginning.

The said premises contain 0.86 acre, more or less, and is the easterly part of the same premises conveyed to us by John and Lillian Ferreira by deed dated November 14, 1951, recorded in Bristol County S. D. Registry of Deeds in Book 1034, Page 84.

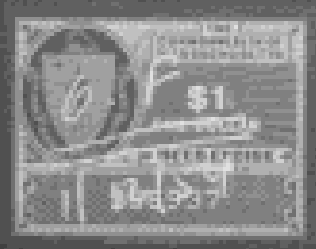
Subject to municipal taxes for 1954 which may be apportioned to the granted premises.

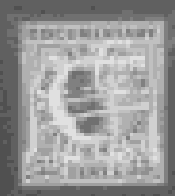
Inheritance Tax Cert. 1/14/71 1012-699

BRISTOL COUNTY REGISTRY OF DEEDS
REGISTRY OF DEEDS
FORECLOSURE OKAY

106

1105 106





Oner Fournier and Martha Fournier and husband wife of said grantor,

release to said grantee all rights of tenancy by the curtesy dower and homestead and other interests therein.

Witness our hands and seal this 12th day of January 19 54

F. P. Reardon & Co.

Oner Fournier

Martha Fournier

The Commonwealth of Massachusetts

Bristol ss. January 12, 19 54

Then personally appeared the above-named

Oner Fournier and Martha Fournier

and acknowledged the foregoing instrument to be their free act and deed, before me

Frank P. Reardon

FRANK P. REARDON Justice of the Peace Notary Public

My commission expires October 26, 19 56

Received & recorded Jan. 14 1954 at 1 hrs. & 27 min. P M.

CERTIFIED COPY
REGISTRY OF DEEDS
BRISTOL COUNTY

303

Form 668
U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
Revised Nov. 1952

1105 107

No. 9277

NOTICE OF FEDERAL TAX LIEN(S) UNDER INTERNAL REVENUE LAWS

UNITED STATES INTERNAL REVENUE,

Massachusetts DISTRICT

Pursuant to the provisions of Sections 3670, 3671, and 3672 of the Internal Revenue Code of the United States, notice is hereby given that there have been assessed under the Internal Revenue laws of the United States against the following-named taxpayer, taxes (including interest and penalties) which after demand for payment thereof remain unpaid, and that by virtue of the above-mentioned statutes the amount (or amounts) of said taxes, together with penalties, interest, and costs that may accrue in addition thereto, is (or are) a lien (or liens) in favor of the United States upon all property and rights to property belonging to said taxpayer, to wit:

Name of taxpayer Levines Inc. of New Bedford

Residence or place of business 932 So. Water Street, New Bedford, Massachusetts

NATURE OF TAX	YEAR OR TAXABLE PERIOD	DATE ASSESSMENT LIST RECEIVED	AMOUNT OF ASSESSMENT
INCOME - Aug 17-529019 1951 Addl	1948 Addl	9-17-51	$ 1188.76
INCOME - Aug 17-529020 1951 Addl	1949 Addl	9-17-51	1008.58
WITH - June 1953 52696	3-31-53	7-2-53	308.75
		TOTAL	$ 2506.09

Witness my hand at Boston, on this, the 12th day of January, 1954.

Registry of Deeds
Bristol County-Southern District
New Bedford, Mass.

Thomas E. Leonard
District Director of Internal Revenue.

By Winston R. Lagerquist
Internal Revenue Agent.

Received & recorded Jan. 14 1954 at 1 hrs. & 47 min. P.M.

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien(s). G. C. M. 26419, 1950-1 C. B., 128.)

16—97428-4

108

LB 1105 108 310

№ 7408

The Commonwealth of Massachusetts

DEPARTMENT OF CORPORATIONS AND TAXATION

~~[illegible]~~

~~[illegible]~~ OF INHERITANCE TAXES

BUREAU

INHERITANCE TAX REAL ESTATE CERTIFICATE

237

~~[illegible]~~ State House

Boston 33, Massachusetts

December 1, 1953

In the estate of Luiz C. Paiva

late of Fairhaven, Mass. deceased. This is to certify

~~that an inheritance tax in full has been paid in the amount of $~~

that no inheritance tax is due on the real estate herein described, or any interest therein, that passed or accrued to Maria J. H. Paiva as surviving joint owner; ~~vesting in possession and enjoyment after death, by conveyance within two years prior to date of death of grantor.~~

(Description)

Land and buildings located at 12 Ash Street, Fairhaven, Mass.

By deed dated July 30, 1919 and recorded in Bristol (S. D.)

Registry of Deeds, Book 481 Page 297 and 298

ACCOUNT NUMBER
1201 - 208

FEE PAID $ 3.00

WILLIAM A. SCHAN
~~XXXXXXXXXXXXXX~~
Commissioner of Corporations and Taxation

By Stanley S. Foster

Received & recorded Jan 14 1954 at 3 hrs. 35 min. P.M.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

BRISTOL COUNTY S.D. REGISTRY OF DEEDS PROVIDENCE GRANT

272

1105 109

I, Morris P. Fox,

holder of a mortgage

from Dorothy L. Reynolds

to me

dated April 23, 1953

recorded with Bristol County S. D.

Book 1081, Page 264, acknowledge satisfaction of the same

County Registry of Deeds

Witness my hand and seal this 13th day of January 19 54

Morris P. Fox

The Commonwealth of Massachusetts

Bristol ss. New Bedford January Jan. 13 1954

Then personally appeared the above named Morris P. Fox

and acknowledged the foregoing instrument to be his free act and deed

before me

Alfred Robert Crane

Notary Public — Justice of the Peace

My commission expires 7/18 1958

Document received Jan 13 1954 at 11 hrs & 33 min A. M.

251

1105 - 109

The Fairhaven Institution for Savings, a corporation under the laws of Massachusetts, located at Fairhaven, Massachusetts, holder of a mortgage from Joseph Machado, et ux, of Fairhaven,

to The Fairhaven Institution for Savings, dated July 7, 1953

recorded with Bristol County (S.D.) Registry of Deeds

Book 1088 Page 54 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 8th day of January 1954

FAIRHAVEN INSTITUTION FOR SAVINGS.

by Orin B. Carpenter Treasurer

110

1105 110

Bristol, ss.

Commonwealth of Massachusetts

Fairhaven, Mass. January 12, 1954

Then personally appeared the above-named Gerald M. Lamothe Treasurer and acknowledged the foregoing instrument to be the free act and deed of said Fairhaven Institution for Savings

before me

Alfred Robert Cruise Notary Public

My commission expires 7/12 1954

Received & recorded Jan 12 1954, at 3 hrs. & 3 mts. P.M.

253

1105-110

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*

Russell E. Craig et ux.

to said Corporation, dated March 27, 1953 *A. D.* , *and recorded with Bristol County N. D. Registry of Deeds, book* 1080 , *page* 11 *acknowledges satisfaction of the same.*

In witness whereof, *the said* NEW BEDFORD FIVE CENTS SAVINGS BANK, *by* Edward F. Dalzell , *its* 1st. Asst. Treas., *thereto duly authorized, has caused its corporate name to be hereto subscribed and its corporate seal hereto affixed, this* twelfth *day of* January, 1954 , *A. D.*

Signed and sealed in the presence of

NEW BEDFORD FIVE CENTS SAVINGS BANK
By Edward F. Dalzell
~~President~~
~~Treasurer~~
1st. Asst. Treasurer

Commonwealth of Massachusetts

Bristol,ss. New Bedford, January 12, 1954 *. Then personally appeared the above-named* Edward F. Dalzell, 1st. Asst. Treasurer *, and acknowledged the foregoing instrument to be the free act and deed of said Corporation, before me*

Ruth Cowell Howes
~~*Justice of the Peace*~~
Notary Public.

My commission expires Nov 22nd 1957

January 12, 1954, at 3 *o'clock and* 4 *minutes P. M.*

Received and entered with Bristol C. R. E. Registry of deeds,

Book 1105 *, page* 110 *.*

BRISTOL COUNTY REGISTRY OF DEEDS PREVIEW

277

KNOW ALL MEN BY THESE PRESENTS, 1105 111

That The Merchants National Bank of New Bedford, the mortgagee named in and present holder of a mortgage

from Leslie D.Trott and Marianna S.Trott,

to it

dated December 3, 1951,

recorded with Bristol County (S.D.) County Registry of Deeds

Book 1035, Page 322, acknowledge satisfaction of the same.

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. Balderson its Vice President, thereunto duly authorized

Witness hand and seal this 13th day of January 1954.

THE MERCHANTS NATIONAL BANK OF NEW BEDFORD,

By William R. Balderson
Vice President

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 13 19 54.

Then personally appeared the above named William R. Balderson, 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 P. Keenan
Notary Public — Justice of the Peace
My commission expires JOHN P. KEENAN Oct. 29 1960

Received & recorded Jan 13 1954 at 12 m. & 16 m. P.

282

I, Armand H. Brodeur, 1105-111

holder of a mortgage

from Henry N. Ingram

to me

dated August 23rd, 1951

recorded with Southern District, Bristol County Registry of Deeds

Book 1026, Page 20, acknowledge satisfaction of the same

Witness my hand and seal this thirteenth day of January 1954

John P. Keenan
Notary Public

Armand H. Brodeur

BRISTOL COUNTY S. D.
REGISTRY OF DEEDS
PROVIDENCE, R.I.

112

1105 112 The Commonwealth of Massachusetts

Bristol, ss. New Bedford January 13th, 1954

Then personally appeared the above named Arnold A. Sundeen

and acknowledged the foregoing instrument to be his free act and deed,

before me

John P. Sacour, Notary Public

My commission expires July 9th, 1959

Received & recorded Jan 13 1954 at 1 hrs. & 33 min. P. M.

2653

1105-112

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*

Emily Moniz

to said Corporation, dated June 1, 1951 *A. D.* , *and recorded*

with Bristol County S. D. Registry of Deeds, book 968 , *page* 186

acknowledges satisfaction of the same.

In witness whereof, *the said* **NEW BEDFORD FIVE CENTS SAVINGS BANK**

by John T. Chambers , *its* Treasurer , *thereto duly authorized, has caused its corporate name to be hereto subscribed and its corporate seal hereto affixed, this* thirteenth *day of* January, 1954 , *A. D.*

Signed and sealed in the presence of

NEW BEDFORD FIVE CENTS SAVINGS BANK

By [signature]

President
Treasurer
Clerk

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 13, 1954 . *Then personally appeared the above-named* John T. Chambers, Treasurer , *and acknowledged the foregoing instrument to be the free act and deed of said Corporation, before me*

[signature]

Justice of the Peace
Notary Public

My commission expires Nov. 22nd 1957

Received and entered with Bristol Co. S.D. Registry of deeds,

Jan. 12, 19 , *at* 9 *o'clock and* 31 *minutes A. M.*

book 1125 , *page* 112 .

BRISTOL COUNTY S. D.
REGISTRY OF DEEDS
PROVIDENCE, R.I.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

306

1105 113

James C. Ferguson
from Elliott C. Lisle et Ux
to me
dated October 14, 1952
recorded with Bristol County Registry of Deeds
Book 1064, Page 331, acknowledge satisfaction of the same

Witness my hand and seal this 14th day of January 1954

James C. Ferguson

The Commonwealth of Massachusetts

Bristol ss. January 14 1954

Then personally appeared the above named James C. Ferguson and acknowledged the foregoing instrument to be his free act and deed

before me

Frank D. King
Notary Public — ~~Justice of the Peace~~

My commission expires August 20 1960

Received & recorded Jan 14 1954 at 2 hrs 55 min P.M.

283

1105-113

The First National Bank of New Bedford, a national banking corporation with its principal place of business in New Bedford, Massachusetts,

named mortgagee and present holder of a mortgage

dated George E. Tripp and Nellie K. Tripp

to The First National Bank of New Bedford

dated February 12, 1952

recorded with Bristol County (S.D.) Registry of Deeds

Book 1041, Page 185, acknowledges satisfaction of the same

Witness its hand and seal this 13th day of January 1954
by Roger W. Dyer, its Cashier, hereunto duly authorized.

THE FIRST NATIONAL BANK OF NEW BEDFORD

By Roger W. Dyer
Roger W. Dyer, Cashier

BRISTOL COUNTY REGISTRY OF DEEDS
PROVIDENCE COUNTY

1105 114 The Commonwealth of Massachusetts

Bristol, ss. January 5 1954

Then personally appeared the above-named Roger W. Dyer

and acknowledged the foregoing instrument to be the President of The First National Bank of New Bedford and that he signed its corporate name and affixed its corporate seal by authority of its Board of Directors,

before me

Robert J. McGarry Notary Public XXXXXXXXXXX

My commission expires Dec. 17, 1959

Received & recorded Jan. 13 1954 at 1 hrs. 8 46 min. P. M.

268

1106-114 **Know all Men by these Presents**

THE WORCESTER COUNTY INSTITUTION FOR SAVINGS, holder of a mortgage

from Isaac D. Nelson

to said Institution

dated October 18, 1950 recorded with ~~Worcester~~ Bristol County South District

Deeds, Book 1002, Page 23

acknowledges satisfaction of the same.

In Witness Whereof said WORCESTER COUNTY INSTITUTION FOR SAVINGS has caused its corporate seal to be hereto affixed and this instrument to be signed in its name and behalf by ~~Howard L. Harper, its Treasurer~~ LEON C. GOULD, VICE TREAS.

and its corporate seal, this 8th day of January, 1954

WORCESTER COUNTY INSTITUTION FOR SAVINGS,

By Leon C. Gould Treasurer

Commonwealth of Massachusetts

Worcester, ss. January 8, 1954 Personally appeared the above-named officer of said Institution and acknowledged the foregoing instrument to be the free act and deed of said Worcester County Institution for Savings, before me,

Donald C. Lucchese
Notary Public ~~or Justice of the Peace~~

My commission expires ~~My Commission Expires September 27, 1957~~ 19

Received & recorded Jan. 13 1954 at 1 hrs. 8 30 min. P. M.

REGISTRY OF DEEDS
BRISTOL COUNTY (S.D.)
NEW BEDFORD, MASS.

309

I, George F. Brown of Fairhaven

1105 115

holder of a mortgage

from Marinus Van der Pol

to me

dated January 19, 1946

recorded with Bristol S.D.
County Registry of Deeds

Book 908, Page 371, acknowledge satisfaction of the same

Witness my hand and seal this 21st day of January 1946

George F. Brown

The Commonwealth of Massachusetts

Bristol, ss. January 21 1946

Then personally appeared the above named George F. Brown

and acknowledged the foregoing instrument to be his free act and deed

before me

Helen Sherman
Notary Public — Justice of the Peace

My commission expires March 14 1949

Received & Recording Jan. 14 1954, at 3 min. 8 min. P.M.

299

1105 — 115

The NEW BEDFORD CO-OPERATIVE BANK, holder of a mortgage

from Richard A. Westgate, Jr. and Nellie Westgate

to us, dated November 25, 1952 recorded with Bristol County S. D. Registry

of Deeds, Book 1069 Page 367

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 14th day of January 1954

NEW BEDFORD CO-OPERATIVE BANK

By Eugene F. Phelan

Treasurer.

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PROVIDENCE, R.I.

1105 116 COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. January 14, 1954

Then personally appeared the above-named Katherine F. Keelan 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 Dec. 17, 1959.

Received & recorded Jan. 14, 1954, at 11 hrs. & 25 min. A.M.

305

1105-116

Know all Men by these Presents

The New Bedford Institution for Savings, holder of a ..... mortgage from David J. O'Leary et ux to said Institution dated April 13, 1953 recorded with Bristol County (S.D.) Registry of Deeds, Book 1081, Page 43 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 14th day of January 1954

New Bedford Institution for Savings,
By Adoniran J. Rosemond
Assistant Treasurer.

Commonwealth of Massachusetts

Bristol, ss. January 14 1954 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 Rodrigues
Notary Public.

My commission expires 7/16 1958

Received & recorded Jan 14 1954 at 2 hrs. 45 min. P.M.

1105 - 117

I, Antone P. Tavares,

of Dartmouth, Bristol County, Massachusetts

being unmarried, for consideration paid, grant to Manuel J. Dias and Anna Dias, husband and wife,

of said Dartmouth

with mortgage covenants, to secure the payment of One thousand five hundred (1,500) ----------Dollars

---three (3)------years with -------five (5)---------- per cent interest, per annum

payable semi-annually,

as provided in my note of even date,

the land in said Dartmouth, which is bounded and described as follows:
(Description and encumbrances, if any)

Beginning at the southeasterly corner thereof at the corner of a wall in the westerly line of Hixville Road and at the northeasterly corner of land now of Andrew H. King;

thence running S 77°W in line of the wall 46 rods to a bend in the wall;

thence running S 86°W in line of the wall 15.60 rods to a bend in the wall;

thence running S 70°W in line of the wall 65.64 rods to a forked white oak tree;

thence running N 74°W 39.20 rods to a corner of the wall at land of Acushnet Saw Mills Company;

thence running N 28°E in line of last named land 24 rods to a heap of stones;

thence running N 27°30'W 6 rods to a heap of stones;

thence running N 18°30'W in line of the wall and in line of last named land and land formerly of Levi F. King et al 36 rods and 8 links to a fence for a corner;

thence running N 80°E in line of land of Acushnet Saw Mills Company 48 rods and 6 links to a heap of stones for a corner;

thence running N 3°W 15 rods to the corner of a wall;

thence running N 80°E in line of last named land 19 rods and 10 links to the corner of the wall;

thence running N 11°30'W 25 feet more or less to a fence in the southerly line of the location of the Watuppa Branch of the Old Colony Railroad Company, the New York, New Haven & Hartford Railroad Company, Lessee;

thence running S 78°E in the southerly line of said location 984 feet more or less to a corner;

thence running S 12°W 16.5 feet to a corner;

thence running S 78°E in line of last named land 406 feet more or less to the said westerly line of said Hixville Road;

thence running S 13°E in the westerly line of said Road 141 feet to an angle;

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BRISTOL COUNTY N.D.
REGISTRY OF DEEDS
PROVIDENCE COUNTY

thence running S 22°E 35 feet to a drill hole in the wall;

thence running S 74°24'W in line of Thomas W. Reed, Jr., 359 feet more or less to a pipe near the westerly end of a barway;

thence running S 13°12'E in line of last named land 396 feet to a drill hole in the wall;

thence running N 74°55'E in line of last named land and in line of the wall 187.5 feet to a corner;

thence S 7°18'E 35.9 feet to a pipe;

thence running N 76°15'E still in line of last named land 242.5 feet to a drill hole in the wall in the westerly line of said road;

and thence running S 22°E 195 feet to the place of beginning.

Containing 62.5 acres more or less.

Being the same premises conveyed to me by deed of Thomas W. Reed, Jr., dated November 18, 1952 and recorded in Bristol County, S. D., Registry of Deeds, Book 1068, Page 497.

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale

and also the mortgagee all rights of redemption by the mortgagor, heirs or assigns in the mortgaged premises.

Witness my hand and seal this ninth day of January, 1954.

Antone P. Tavares

The Commonwealth of Massachusetts

Bristol, ss. January 9, 1954

Then personally appeared the above named Antone P. Tavares

and acknowledged the foregoing instrument to be his free act and deed, before me

Paul R. Pereira
Notary Public — Justice of the Peace

My Commission expires Dec. 14, 1957.

PAUL R. PEREIRA
NOTARY PUBLIC
COMMISSION EXPIRES DEC. 14, 1957

Received & recorded Jan 13 1954, at 2 hr. 36 min. P.M.

BRISTOL COUNTY N.D.
REGISTRY OF DEEDS
PROVIDENCE COUNTY

2667 1105 119

The NEW BEDFORD CO-OPERATIVE BANK, holder of a mortgage

from Harel P. Atkinson

to it, dated August 3, 19 42 recorded with Bristol County S. D. Registry

of Deeds, Book 857 Page 121

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 13th day of January 19 54

NEW BEDFORD CO-OPERATIVE BANK

By Bertha M. Bedard

Asst. Treasurer.

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. January 13, 19 53

Then personally appeared the above-named Bertha M. Bedard, Asst. 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

Notary Public

My commission expires June 7, 19 58

Received & recorded Jan 13 1954, at 11 hrs & 44 min. A. M.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

1105 120 264

Know all men by these presents

that SCARPITTI INVESTMENT CORPORATION

the mortgagee named in a certain mortgage given by Emily Moniz

dated October 26, *A. D. 19* 53 *and recorded with the*
Bristol County *Registry of Deeds* *Book* 1093 *Page* 352
hereby acknowledges that it has received from Emily Moniz

the mortgagor 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* Emily Moniz *and* her *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 A. Scarpitti *its* treasurer *this* 13th *day of* January *A. D. 19* 54

Sealed and signed in the presence of

SCARPITTI INVESTMENT CORPORATION
by Nicholas A. Scarpitti
Treasurer

The Commonwealth of Massachusetts

Bristol ss January 13, *19* 54 *then personally appeared the abovenamed* Nicholas A. Scarpitti *and acknowledged the foregoing instrument to be the free act and deed of the* SCARPITTI INVESTMENT CORPORATION *before me—*

Jesse C. Galligo Jr.
Notary Public—Justice of the Peace
My commission expires February 28, 1956

Jesse C. Galligo Jr.

Jan. 13 *19* 54 *at* 9 *o'clock and* 31 *minutes* A. M.
Received and entered with the Bristol Co. Reg. of Deeds, book 1105 page 120

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*

Norman E. Tripp et ux.

to said Corporation, dated January 16, 1948 *A. D.* , *and recorded with Bristol County S. D. Registry of Deeds, book* 939 , *page* 120-1 , *acknowledges satisfaction of the same.*

In witness whereof, *the said* NEW BEDFORD FIVE CENTS SAVINGS BANK,

Edward F. Dalzell , *its* 1st. Asst. Treas, *thereto duly authorized, has caused its corporate name to be hereto subscribed and its corporate seal hereto affixed, this* thirteenth *day of* January, 1954 , *A. D.*

Signed and sealed in the presence of

NEW BEDFORD FIVE CENTS SAVINGS BANK
By Edward F. Dalzell
President
Treasurer
1st. *Asst. Treasurer*

Commonwealth of Massachusetts

Bristol ss. New Bedford, January 13, 1954 . *Then personally appeared the above-named* Edward F. Dalzell, 1st. Asst. 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 7/18/58

Jan. 13, 1954 , at 11 *o'clock and* 42 *minutes* A.M.

Received and entered with Bristol Co. S.D. Registry of Deeds,

book 1105 , *page* 121.

BRISTOL COUNTY S.D. REGISTRY OF DEEDS PROVIDENCE COUNTY

1105 122 307

The ACUSHNET CO-OPERATIVE BANK, holder of a mortgage

from Francis A. O'Donnell and Sarah A. O'Donnell

to it, dated July 12, 1946 recorded with Bristol County S. D. Registry

of Deeds, Book 902, Page 422,

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 fourteenth day of January 1954

ACUSHNET CO-OPERATIVE BANK

By Eugene F Phelan

Treasurer.

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. January 14, 1954

Then personally appeared the above-named Eugene F. Phelan, Treasurer and acknowledged the foregoing instrument to be the free act and deed of the Acushnet Co-operative Bank, before me

Merton G. Fisher

Notary Public

My commission expires Dec. 5, 1955

Received & recorded Jan. 21 1954 at 2 hrs. 1 min. P.M.

153

1105 123

I, Marie Rose Jeffrey

of New Bedford Bristol County, Massachusetts,

~~being unmarried~~, 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 - - - - - - - - - - Forty-six Hundred (4600) - - - - - - - - Dollars in or within ten 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:

FIRST PARCEL: Being Lot No. 369 and 370 on plan of Boulevard Terrace made by Frank M. Metcalf, C.E. dated April 1910, and recorded with Bristol County (S.D.) Registry of Deeds, Plan Book 8, Page 4 to which reference may be had for a more particular description, and said lots are bounded and described as follows, to wit:

On the north by Lots 364 and 365, there measuring eighty-two and 88/100 (82.88) feet; on the east by Lot 371, there measuring one hundred and 11/100 (100.11) feet; on the south by Tarklin Hill Road, there measuring eighty-two (82) feet; and on the west by Lot 368, there measuring ninety-six and 3/100 (96.03) feet. Estimated to contain twenty-eight and 98/100 (28.98) square rods more or less.

Being the same premises conveyed by Liberty Home & Realty Corporation to Victoria Laliberte, known also as Victorine Liberty, by deed dated December 31, 1918, and recorded with Bristol County S.D. Registry of Deeds in Book 469 at Page 68. Grantor's title is as devisee under the will of said Victorine Liberty whose will was probated under the name of Victorine Laliberte.

SECOND PARCEL: On the north by lot three hundred sixty-six (366) there

BRISTOL COUNTY S.D. REGISTRY OF DEEDS PROVIDENCE COUNTY

measuring 41.44 feet; on the east by lot three hundred seventy-two (372) there measuring 102.15 feet; on the south by Terrill Hill Road there measuring 41 feet; and on the west by Lot three hundred seventy (370) there measuring 100.11 feet.

Being lot numbered three hundred seventy-one (371) on plan of Boulevard Terrace made by Frank M. Metcalf C.E., dated April 1910 and recorded with Bristol County S.D. Registry of Deeds Plan book 8, page 4.

Being the same premises conveyed to me by Agnes Roderick by deed dated February 21, 1949 recorded in said Registry book 955, page 484.

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, shades, 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 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 (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 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.

I, Joseph A. Jeffrey husband ~~wife~~ of said mortgagor

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 8th day of January 19 54

Mary Rose Jeffrey

Joseph A. Jeffrey

1105

The Commonwealth of Massachusetts

Bristol ss. January 8, 1954

Then personally appeared the above named Marie Rose Jeffrey

and acknowledged the foregoing instrument to be her free act and deed, before me

Cecil H. Whittier Notary Public ~~Justice of the Peace~~

My Commission Expires Dec. 17, 1959

Received & recorded

156

We, John Botelho, Jr. and Mary Botelho, husband and wife, 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 covenants to secure the payment of

THREE THOUSAND [$3,000.] Dollars

payable 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:

BEGINNING at the southwesterly corner of this lot at a point in the easterly line of Stackhouse Street, five hundred eighty-three and 3/100 (583.03) feet northerly from contemplated Bliss Street;

thence NORTHERLY in said easterly line of Stackhouse Street, one hundred (100) feet to lot 55 on plan hereinafter mentioned;

thence EASTERLY by last named land ninety (90) feet to lot 54 on said plan;

thence SOUTHERLY by lot 58 and lot 60 on said plan one hundred (100) feet to lot 61 on said plan; and

thence WESTERLY in line of last named land ninety (90) feet to said east line of Stackhouse Street and point of beginning.

Containing thirty-three and 4/100 (33.04) square rods, more or less.

Being lots No. 57 and 59 on "Plan of Stackhouse Lot " on file at the Bristol County S.D. Registry of Deeds.

Being the same premises conveyed to us by deed of Frank P. Sylvia, et al of even date to be recorded herewith.

Discharge 122/123 1656-659

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PROVIDENCE, R.I.

1105 126

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, 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 S 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 S 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 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, 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 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

ching 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 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,

release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

Witness our hands and common seal this 8th day of January in the year one thousand nine hundred and fifty four.

Signed, sealed and delivered in presence of

Lori Ann Hows

to both

John Botelho Jr.

Mary Botelho

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 8th 1954.

Then personally appeared the above-named John Botelho, Jr.

and acknowledged the foregoing instrument to be his free act and deed,

before me—

Lori Ann Hows

Notary Public

My commission expires Nov. 22nd 1957

January 8 1954, at 10 o'clock and 39 minutes A.M.

M. received and entered with Bristol Co. L.R.D. Rec. of Deeds, Book 1105

Folio 125

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

1105 128 182

We, Frank J. Krol and Helen Krol, husband and wife, 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 mortgage covenants to secure the payment of

THIRTEEN HUNDRED ($1300.00) Dollars

XXXXXXXXX XXXXXXXXXXXXXXXXXX payable XXXXXX, as provided in ONE 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:

BEGINNING at a point in the west line of Newton Street distant southerly therein eighty (80) feet from the point of intersection of the south line of Morgan Street with the west line of Newton Street;

thence WESTERLY in line of Lot #9 on plan of land hereinafter mentioned ninety-two (92) feet;

thence SOUTHERLY in line of Lot #14 on said plan eighty (80) feet to the northerly line of Winsor Street; and

thence EASTERLY in the northerly line of Winsor Street, ninety-two (92) feet to the westerly line of Newton Street;

thence NORTHERLY in said westerly line of Newton Street eighty (80) feet to the point of beginning.

Being Lots #15, 16 and 17 and 18 on plan of Morton Terrace, made by F.M. Metcalf, C.E., dated January 30, 1920, filed in Bristol County, S.D. Registry of Deeds.

Being the same premises conveyed to us by deed of Frank Nowakowski et ux dated May 27, 1944 and recorded in said Registry, book 884, page 31.

Rec. 9/23/65
1497-235

1105 129

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 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 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 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 other charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it which shall not have 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, assessments 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 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 9th day of January in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of

Karie Carol Howe

Beatrice Beth

Frank J. Kral

Helen Kral

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PROVIDENCE COUNTY

1105 130 **Commonwealth of Massachusetts**

Bristol, ss.

New Bedford January 9th 1957

Then personally appeared the above-named Frank J. Krol

and acknowledged the foregoing instrument to be his free act and deed

before me—

Dais Ann Howes

Notary Public

My commission expires Nov. 22nd 1957

January 11 1957, at 9 o'clock and 5 minutes

A. M. received and entered with Bristol Co. (SD) Reg. of Deeds, Bro 1105

folio 128

1105-130 188

We, James N. Costa and Bernice C. Costa

of New Bedford Bristol County, Massachusetts,

~~being unmarried~~ 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 - - - - - - - - - - - - - Twenty-nine Hundred (2900)- - - - - - 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 the southwest corner thereof at the intersection of the north line of Willow Street and the east line of Shawmut Avenue; thence running northerly in the east line of Shawmut Avenue ninety-four and 20/100 (94.20) feet to land now or formerly of Allen Smith; thence running easterly in line of last named land sixty-eight and 90/100 (68.90) feet to a corner; thence running northerly still by last named land six (6) feet to land formerly of Rodolphus Beetle; thence running easterly in line of last named land forty-eight (48) feet to land now or formerly of one Spencer; thence southerly in line of last named land ninety-six (96) feet to the northerly line of Willow Street, and thence westerly in said north line of Willow Street eighty-six and 70/100(86.70) feet to the point of beginning.

Being the same premises conveyed to us by Home Owners' Loan Corporation by deed dated June 14, 1943 and recorded with said Bristol County (S.D.) Registry of Deeds, Book869, page 236.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I. ONLY

1105 131

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, shades, 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 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 S~~ections 16 A, B, C and D (Acts of 1941, Chapter 291)~~ 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 / dower and homestead and other interests in the mortgaged premises.

Witness our hands and seals this 9th day of January 1954.

Witness:

C. Hollis Whittier

James N. Costa

Bernice C. Costa

The Commonwealth of Massachusetts

Bristol ss. January 9, 1954

Then personally appeared the above named James N. Costa and Bernice C. Costa

and acknowledged the foregoing instrument to be their free act and deed, before me

C. Hollis Whittier

Notary Public—Justice of the Peace

My Commission Expires Dec. 17, 1958

Received & recorded Jan 11 1954 at 9 hrs. & 30 min. A. M.

BRISTOL COUNTY S.D. REGISTRY OF DEEDS PREVIEW ONLY

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4/1/58
1245-215

192

1105 132

We, Patrick S. Gallagher and Leathia C. Gallagher

of Fairhaven, Bristol County, Massachusetts,

~~being unmarried~~ 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 - - - - - - - - - - -Fifty-one Hundred ($100)- - - - - - - - - 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 Fairhaven bounded and described

as follows:

FIRST PARCEL:

Beginning at the northwest corner thereof at a point in the south line of Cowen Street distant therein Forty-six and 28/100 (46.28) feet easterly from its intersection with the east line of Middle Street; thence easterly in said south line of Cowen Street Forty-six and 28/100 (46.28) feet to the Second Parcel herein described; thence southerly by last named land Seventy-five and 15/100 (75.15) feet to land now or formerly of Manuel and Marianna Freitas; thence westerly by last named land Forty-six and 28/100 (46.28) feet to land now or formerly of Maria J. Sylvia and thence northerly by last named land Seventy-five and 40/100 (75.40) feet to said south line of Cowen Street and point of beginning. Containing Twelve and 77/100 (12.77) square rods, more or less.

SECOND PARCEL:

Beginning at the northwest corner thereof at a point in the south line of Cowen Street distant easterly therein Ninety-two and 56/100 (92.56) feet from the east line of Middle Street; thence easterly in said south line of Cowen Street Twenty-three and 14/100 (23.14) feet to a corner; thence southerly Seventy-five and 17/100 (75.17) feet to land now or formerly of Manuel Freitas; thence westerly in line of last named land Eighteen and 80/100 (18.80) feet to the First Parcel herein described and thence northerly by last named land Seventy-five and 15/100 (75.15) feet to said south line of Cowen Street and point of beginning. Containing Five and 80/100 (5.80) square rods more or less.

Being the same premises conveyed to us by deed of Lottie F. Girard dated April 2, 1952 and recorded in Bristol County S.D. Registry of Deeds book 1045, page 331.

Including as part of the realty, all portable or sectional buildings at any time placed upon the premises and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, screens, mantels, shades, 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 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 (Acts of 1941, Chapter 193)~~ 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 and wife~~ ~~of said mortgagor~~

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 9th day of January 1954

Witness: Cecil H. Whittier

Patrick S. Gallagher

Leathia C. Gallagher

The Commonwealth of Massachusetts

Bristol ss. January 9, 1954

Then personally appeared the above named Patrick S. Gallagher and Leathia C. Gallagher

and acknowledged the foregoing instrument to be their free act and deed, before me

Cecil H. Whittier

Cecil H. Whittier Notary Public—Justice of the Peace

My Commission Expires December 17, 1959.

Received and recorded Jan 11 1954 at 9 hrs. & 37 min. A.M.

BRISTOL COUNTY S.D.
REGISTRY OF DEEDS
PROVIDENCE COUNTY

Discharge
10/21/57
1232-260

1105 134 208

I, Maria Guimar Gomes, widow

of New Bedford Bristol County, Massachusetts,
~~being unmarried~~ 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 - - - - - - - - - - - - Five Hundred (500)- - - - - - - - - - - Dollars in or within ten 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 a point in the East line of Purchase Street formerly called Fourth Street at the southwest corner of land formerly of Joseph Devoll; thence easterly in line of last named land eighty-two and 32/100 (82.32) feet to land formerly of Herbert E. Hicks or Dennis Shay; thence southerly in last named land thirty-eight (38) feet to land formerly of Susan K. Cornell et all; thence westerly in line of last named land eighty-one and 73/100 (81.73) feet to the east line of Purchase Street; and thence northerly in said east line of Purchase Street thirty-eight (38) feet to the point of beginning. Containing eleven and 45/100 (11.45) square rods more or less and being the same premises conveyed to me and Jose Lourenco Gomes by deed of Broncie Ledgen dated October 3, 1944 recorded in Bristol County S.D. Registry of Deeds book 887, page 58. My title is as surviving joint tenant.

BRISTOL COUNTY S.D.
REGISTRY OF DEEDS
PROVIDENCE COUNTY

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, shades, screen doors, storm 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 36 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.

_____ husband/~~wife~~ of said mortgagor

_____

~~release to the mortgagee all rights of tenancy by the curtesy/dower and homestead and other interests in the mortgaged premises~~

Witness my hand and seal this 11th day of January 1954

Witness: Maria Guimar Jones

C. H. Whittier

The Commonwealth of Massachusetts

Bristol ss. January 11, 1954

Then personally appeared the above named Maria Guimar Jones

and acknowledged the foregoing instrument to be her free act and deed, before me

Cecil H. Whittier

Cecil H. Whittier Notary Public ~~Justice of the Peace~~

My Commission Expires December 17, 1959.

Received & Recorded June 11 1954, at 11 hrs. & 40 min. A. M.

DNA EST L. SHARPLES

We, Brydson Sharples and Eva Lavinia Sharples, 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

EIGHTY FIVE HUNDRED ($8,500.00) Dollars

XXXX

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 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 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 same 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 price 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 savings banks 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 on 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 11th day of January in the year one thousand nine hundred and fifty four.

Signed, sealed and delivered in presence of

Darlene Howe

Ed Lorch

Bagdson Sherplee

Eva L. Sherplee

138

1105 138 **Commonwealth of Massachusetts**

Bristol, ss. New Bedford, January 14, 1957

Then personally appeared the above-named Brydson Sharples

and acknowledged the foregoing instrument to be his free act and deed,

before me—

Rev. Will Hurs

Notary Public

My commission expires Nov. 22nd 1957

Jan. 11, 1957, at 2 o'clock and 12 minutes P.M.

received and entered with Bristol Co. S.D. Regd. of Deeds, Bks 1105

folio 136

1105-138

218

We, Joseph L. Herrick and Grace B. Herrick, husband and wife,

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 mortgage covenants to secure the payment of

TEN THOUSAND ($10,000.00)

XXXXXXXXXX XXXXXXXXXXXXXXXXXXXX payable XXXXX at Fairhaven

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 Fairhaven, bounded and described as follows:

BEGINNING at the northeast corner of the land hereby mortgaged and the southeast corner of land now or formerly of Ralph E. Lumbard, at a point in the west line of Laurel Street marked by a copper tack in a tree;

thence WESTERLY by said Lumbard land one hundred twenty-eight and 46/100 (128.46) feet to a corner;

thence SOUTHERLY one hundred two and 95/100 (102.095) feet to a stone wall at other land now or formerly of Reuben W. Sterling;

thence EASTERLY by last named land and in line of said wall one hundred twenty-nine and 35/100 (129.35) feet to said west line of Laurel Street; and

thence NORTHERLY therein one hundred two and 8/100 (102.08) feet to the place of beginning.

Being the same premises conveyed to us by deed of Reuben W. Sterling dated July 16, 1946 and recorded in Bristol County S.D. Registry of Deeds, Book 918, Page 334.

Subject to any outstanding rights of the Town of Fairhaven to maintain the sewer as now existing across the northerly portion of this land.

BRISTOL COUNTY S.D. REGISTRY OF DEEDS PROVIDENCE COUNTY
1624-341

REGISTER'S OFFICE
REGISTER OF DEEDS
PERSONAL USE ONLY

including as part of the realty, all portable or sectional buildings at any time placed upon said premises and all fences, 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 mortgagors 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 mortgagors 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 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 mortgage 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 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 14th day of January in the year one thousand nine hundred and fifty four.

Signed, sealed and delivered in presence of

A. Robert Cave

Joseph L. Hovick

Grace B. Hovick

BRISTOL COUNTY S.D.
REGISTRY OF DEEDS
PROVIDENCE, R.I.

1105 140

Commonwealth of Massachusetts

New Bedford, January 11, 1954

Then personally appeared the above-named Joseph L. Hart

and acknowledged the foregoing instrument to be his free act and deed

before me—

Alfred [illegible]

Notary Public

My commission expires 7/18/1958

January 11 1954, at 4 o'clock and 22 minutes P.M.

received and entered with Bristol Co. S.D. Regy. of Deeds, Book 1105

folio 138

1105-140

222

We, Charles L. Martin and Helen Martin, otherwise known as Helen G. Martin, 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

EIGHT THOUSAND ($8,000.00) Dollars

XXXX

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 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 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 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 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 any interest hereunder received, whether in the nature of taxes and assessments now or 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 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 12th day of January in the year one thousand nine hundred and fifty four.

Signed, sealed and delivered
in presence of

Peri Cunningham
Ida Lith

Lewis D. Martin
Charles L. Martin

BRISTOL COUNTY S.D. REGISTRY OF DEEDS PROVIDENCE, R.I.

1105 142 **Commonwealth of Massachusetts**

Bristol, ss. New Bedford, November 12 1954.

Then personally appeared the above-named Charles L. Karten and acknowledged the foregoing instrument to be his free act and deed, before me—

Paul Alan Haws

Notary Public

My commission expires Nov. 22nd 1957

Received and entered with Bristol Co. (SD) Reg. of Deeds, Rec. 1105 Page 142 November 12 1954, at 9 o'clock and 42 minutes A.M.

1105-142

231

We, Leo G. Gelinas and Lucille T. Gelinas, 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 in New Bedford in the County of Bristol in said Commonwealth, with mortgage covenants to secure the payment of

SIX THOUSAND ($6,000.00) Dollars,

payable 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 northeasterly corner thereof and the northwesterly corner of land now or formerly of Ferdinand Axna at a point in the south line of Tallman Street;

thence SOUTHERLY in line of land now or formerly of Ferdinand Axna one hundred and 5/100 (100.05) feet;

thence WESTERLY and parallel with said south line of Tallman Street, fifty-two (52) feet;

thence NORTHERLY one hundred and 5/100 (100.05) feet to said south line of Tallman Street; and

thence EASTERLY therein fifty-two (52) feet to the point of beginning.

Containing nine and 10/100 (9.10) square rods, more or less.

Being the same premises conveyed to us by deed of James W. Price, et ux, of even date to be recorded herewith.

Subject to an easement to the City of New Bedford for a water works conduit across the northwest corner of the premises.

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 S 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 S for the consideration aforesaid furthermore covenant with the mortgagee as follows:—

pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the same 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 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 as aforesaid if 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 insurance 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 12th day of January in the year one thousand nine hundred and fifty four.

Signed, sealed and delivered
in presence of

Lee G. Gelines

Lucille T. Gelines

1105 144

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 12, 1954

Then personally appeared the above-named Leo G. Collins and acknowledged the foregoing instrument to be his free act and deed, before me—

Alfred [illegible]

Notary Public

My commission expires 7/1/1955

Jan. 12, 1954, at 11 o'clock and 35 minutes A.M. received and entered with Bristol Co. (S.D.) Reg. of Deeds, libro 1105 folio 142

1105-144 252

I, Emily Koniz, widow, 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

FOUR THOUSAND ($4,000.00) Dollars

by 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 southwesterly corner thereof at a point in the east line of Fair Street seventy-seven (77) feet northerly from the north line of Sears Street;

thence NORTHERLY in said easterly line of Fair Street forty-two and 5/100 (42.05) feet to land now or formerly of the Estate of Edwin L. Potter;

thence EASTERLY by said last named land sixty-eight and 47/100 (68.47) feet to land now or formerly of A. J. Rice;

thence SOUTHERLY by said last named land forty-two and 5/100 (42.05) feet to land now or formerly of Nancy G. Cook; and

thence WESTERLY by said last named land sixty-nine and 7/100 (69.07) feet to the said east line of Fair Street and the place of beginning.

Containing ten and 73/100 (10.73) square rods, more or less.

Being the same premises conveyed to me and John P. Koniz as joint tenants by deed of Luiz Machado Menezes, et ux dated October 17, 1952, recorded in Bristol County S.D. Registry of Deeds in Book 802, Page 149.

Said John P. Koniz, otherwise called John P. Koniz, died on October 22, 1949 in Newport, Rhode Island.

BRISTOL COUNTY REGISTRY OF DEEDS

including as part of the realty, all portable or sectional buildings at any time placed upon said premises and all fuel, stoves, ranges, heaters, plumbing, gas and electric fixtures, screens, mantels, screen doors, storm doors, Venetian blinds, oil burners, gas burners and all other fixtures of whatever kind and nature at present or hereafter attached to or used in 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 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 covenant s 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 money arising from the sale of said 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 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 mortgagee the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon.

~~XXXX

1105-146

225

FHA Form No. 2128 m
(Revised January 1943)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT Leonard Sylvia and Elvira Sylvia, husband and wife, of Fairhaven, Bristol County, Massachusetts
(hereinafter with their heirs, executors, administrators and assigns referred to as Mortgagor);

FOR CONSIDERATION PAID, GRANT unto New Bedford Five Cents Savings Bank

a corporation organized and existing under the laws of Commonwealth of Massachusetts ,
(hereafter with its successors and assigns referred to as Mortgagee);

WITH MORTGAGE COVENANTS to secure the payment of TEN THOUSAND - Dollars ($ 10,000.00), with interest from date, at the rate of four and 1/2 - - - per centum (4½%) per annum on the unpaid balance until paid, as provided in a note of even date herewith, said principal and interest being payable at the office of said Bank in New Bedford, Mass. , or at such other place as the holder may designate, in writing, in monthly installments of sixty-three and 30/100 - - - Dollars ($ 63.30), commencing on the first day of March , 1954 , and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February 1974 , and also to secure the performance of all covenants and agreements herein contained, a certain parcel of land with all the buildings and structures now or hereafter standing or placed thereon, situated in Fairhaven , in the County of Bristol and Commonwealth of Massachusetts, bounded and described as follows:

BEGINNING at a point in the northerly line of Prince Street said point being six hundred forty-nine and 89/100 (649.89) feet west of the intersection of the northerly line of Prince Street and the westerly line of Mill Road;

thence NORTHERLY by Lot #23 on plan of the Fairhaven Development Corp. ninety-five (95) feet;

thence WESTERLY ninety and 67/100 (90.67) feet;

thence SOUTHERLY ninety-five (95) feet to the northerly line of Prince Street;

thence EASTERLY in said northerly line of Prince Street, ninety and 67/100 (90.67) feet.

Being Lot #24 and the easterly portion of Lot #25 on plan of Fairhaven Development Corp. filed in Bristol County S.D. Registry of Deeds, plan book 44, page 118.

For title see deed of Fairhaven Development Corp. to us dated October 2, 1953 and recorded in said Registry, book 1096, page 240.

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, shades, screen doors, storm doors and windows, oil burners, gas or electric refrigerators 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.

Discharge
11/16/67
1541-102

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

1. The Mortgagor covenants that he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and, provided further, that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Mortgagee an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the Mortgagee upon its obligation to the Federal Housing Commissioner on account of mortgage insurance.

2. In order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, covenants to pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(a) If this mortgage and the note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premiums for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

(b) A sum equal to the ground rents if any and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by the Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments, before the same become delinquent.

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rents, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage; and the entire mortgage debt shall become due at the option of the holder hereof. The failure of the holder hereof to exercise this option or any other option given hereunder shall not be held to be a waiver of any of the terms hereof or of the note secured hereby. The Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the mortgaged premises, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

The Mortgagor covenants that he will keep the improvements now existing or hereafter erected on the said 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 may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee, instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

The Mortgagor further covenants and agrees not to commit, permit or suffer any waste, impairment or deterioration of the property or any part thereof, nor to use or permit the premises to be used for, or in violation of, any law or municipal ordinance or regulation or for any unlawful or improper purpose.

The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The Mortgagor agrees that 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.

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within thirty days from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the thirty days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

This mortgage is upon the STATUTORY CONDITION, for any breach of which, or for any breach of any of the aforementioned provisions or conditions, the holder hereof shall have the STATUTORY POWER OF SALE.

AND for the said consideration, I, We, the said grantors, being husband and wife, ~~wife of~~ ~~husband~~ hereby release unto the Mortgagee all rights of dower, homestead, curtesy and all other interests in the mortgaged premises.

WITNESS our hand s and seal this 12 th day of January, A. D. 19 54.

Signed and sealed in the presence of

A. Robert Cruz — Leonard Sylvia

Chris Sylvia

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF BRISTOL } ss: New Bedford, January 12, 1954.

Then personally appeared the above-named Leonard Sylvia and acknowledged the foregoing instrument to be his free act and deed, before me,

A. Robert Cruz
Notary Public.

My commission expires 7/14/58

Received & recorded Jan 12, 1954, at 8 hrs. & 36 min. A.M.

1105 143

I, Bobee Edgington Meyer, divorced, of Sarasota, Manatee County, State of Florida,

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

THREE THOUSAND ($3,000.) Dollars

XXXX

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

1105 150

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 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 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 mortgagee the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon.

WITNESS my ~~our~~ hands and common seal this 5th day of January in the year one thousand nine hundred and fifty four.

Signed, sealed and delivered in presence of

[illegible]

Myrtle Fredetson

William Edgerton Meyer

STATE OF FLORIDA
Commonwealth of Massachusetts 1105 151

~~Essex~~ Barnstable County Sarasota ~~Xxxxxx~~ January 13 1954

Then personally appeared the above-named Bobee Edgington Meyer

and acknowledged the foregoing instrument to be ~~his~~ free act and deed,

before me— Myrtle Hardstone Notary Public

Notary Public
My commission expires My commission
Booked by Compared by

Jan. 18, 1954, at 2 o'clock and 10 minutes P.M.

received and entered with Bristol Co. S.D. Reg. of Deeds, Book 1105

Edn. 149

Dis
2/23/56
173-409

300

We, Richard A. Westgate, Jr. and Nellie Westgate 1105-151

of Dartmouth Bristol County, Massachusetts,

~~husband and wife~~, 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 Thirty-six Hundred (3600) 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 Dartmouth bounded and described as follows:

Beginning at the northwesterly corner thereof at the point of intersection of the southerly line of Quanapog Road sometimes called Prince Road and in the easterly line of a right of way; thence running easterly in the southerly line of said Quanapog Road 100 feet to a corner in land of Walter A. Chace et ux; thence running southerly in the line of last named land 200 feet to a corner; thence running westerly still in line of last named land 100 feet to the said easterly line of said right of way and thence running northerly in the easterly line of said right of way 200 feet to the point of beginning.

Being the same premises conveyed to us by Walter A. Chace et ux by deed dated November 7, 1952 recorded in Bristol County S.D. Registry of Deeds book 1069 page 70.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

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, screens, shades, 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 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 16 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 / dower and homestead and other interests in the mortgaged premises.

Witness our hand and seal this 14th day of January 1954

Witness: Cecil H. Whittier

Richard A. Westgate Jr.
Nellie Westgate

The Commonwealth of Massachusetts

Bristol ss. January 14, 1954

Then personally appeared the above named Richard A. Westgate, Jr. and Nellie Westgate

and acknowledged the foregoing instrument to be their free act and deed, before me

Cecil H. Whittier Notary Public—Justice of the Peace

My Commission Expires December 17, 1959.

Received & recorded Jan. 14, 1954, at 11 hrs. & 25 min. A.M.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

Russell S. Craig and Hannah Craig, 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

FIFTEEN THOUSAND FIVE HUNDRED ($15,500.00) Dollars

xxxx

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

Being Lot #239 on plan of Brooklawn Terrace made by R. W. Seamans, C.E. dated August 1906 and filed in Bristol County S.D. Registry of Deeds, plan book 2, page 86.

Being the same premises conveyed to us by deeds of Marion Dloughy, Administratrix dated July 19, 1941 and recorded in said Registry, book 841, pages 446 and 447.

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 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 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 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

1105 155

that: from the money arising from said sale and the surrender of said policies the mortgagee is entitled to the costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by for which it has not been reimbursed by the mortgagor may retain a commission of one (1%) per cent 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 mortgagee 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 12th day of January in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of

Doris Cornell Howes

To birth

Russell S. Craig

Rhonda Craig

Commonwealth of Massachusetts

New Bedford, January 12th 1954

Then personally appeared the above-named Russell S. Craig and acknowledged the foregoing instrument to be his free act and deed,

before me—

Doris Cornell Howes

Notary Public

My commission expires Nov. 22nd 1957

January 12 1954, at 3 o'clock and 5 minutes P.M.

Received and entered with Bristol Co. Rec. of Deeds, liber 1105

folio 153

156
BRISTOL COUNTY S.D.
REGISTRY OF DEEDS
FIBERVIEW SYSTEM
189

We, Cyril J.O'Leary and Ellen O'Leary, 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

FIFTY SIX HUNDRED ($5600.00) Dollars

XXXXXXXXXX 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 said New Bedford, bounded and described as follows:

BEGINNING at the southeasterly corner thereof at a point in the west line of Cottage Street, distant therein forty-nine and 33/100 (49.33) feet northerly from the intersection of the said west line of Cottage Street with the north line of Willis Street;

thence WESTERLY in line parallel with the said north line of Willis Street by land now or formerly of Luke J. Kilcoin, sixty-six and 15/100 (66.15) feet to land of one Sistare;

thence NORTHERLY in line of last named land fifty and 67/100 (50.67) feet to land of one Kingsley;

thence EASTERLY sixty-six (66) feet to the west line of Cottage Street;

thence SOUTHERLY in said westerly line of Cottage Street fifty and 67/100 (50.67) feet to the point of beginning.

Containing twelve and 30/100 (12.30) square rods, more or less.

Being the same premises conveyed to us by deed of Lucia Bellino, dated August 16, 1948 and recorded in Bristol County S.D. Registry of Deeds, book 951, page 107.

BRISTOL COUNTY S.D.
REGISTRY OF DEEDS
FIBERVIEW SYSTEM

COPY OF RECORD
REGISTRY OF DEEDS
DEVENS 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 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 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 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, 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

arising from said sale and the surrender of said policies the mortgagee is authorized to pay 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 already 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 and mortgagor 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 13th day of January in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of

Raymond Wyberg

A. Patt Cue

Cyril J. O'Leary

Ellen O'Leary

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 13 1954

Then personally appeared the above-named Cyril J. O'Leary and acknowledged the foregoing instrument to be his free act and deed,

before me,

Raymond Wyberg

Notary Public

My commission expires Dec 13 1958

January 15 1954, at 2 o'clock and 03 minutes P.M.

M. received and entered with Bristol S. Deed Reg. of Deeds, liber 1105

folio 156

1105

124 1105 159

I, Cecilia Tootle, unmarried, of Acushnet, 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

TWO THOUSAND ($2,000.) 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 Acushnet, bounded and described as follows:

SOUTHERLY by Porter Street, one hundred twenty (120) feet;

WESTERLY by lot #63 on plan hereinafter mentioned, eighty-five (85) feet;

NORTHERLY by land of parties unknown, one hundred twenty (120) feet;

EASTERLY by lot #56 on said plan, eighty-five (85) feet;

Being lots #57, #58, #59, #60, #61 and #62 on plan of Unyview Terrace, made by F. W. Westcott, C. E. dated August 1910, filed with Bristol County S. D. Registry of Deeds, Plan Book 8, Page 2.

Being the same premises conveyed to me by deed of Eliza Tootle of even date to be recorded herewith.

159

Dis 11/1/63 1426-188

BRISTOL COUNTY (SOUTH DIST.)
REGISTRY OF DEEDS
PROVIDENCE, R.I.

1105 160

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 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 come due, and the 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 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 [illegible] 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 loan 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;

[illegible]

WITNESS my [illegible] and common seal this Seventh day of January in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of

Cecilia Tootle

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 7th 1954.

Then personally appeared the above-named Cecilia Tootle and acknowledged the foregoing instrument to be her free act and deed,

before me—

Doris Gill Howes
Notary Public
My commission expires Nov. 22nd 1957

Jan. 7 1954, at 11 o'clock and 23 minutes A M.
received and entered with Bristol Co. Reg. of Deeds, liber 1105
folio 159

BRISTOL COUNTY S.D.
REGISTRY OF DEEDS
PROVIDENCE ONLY

10/25/63
1425-204

1105 162 200

We, Daniel J. Rego and Marie Yvonne Rego, 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

TWELVE HUNDRED (#1,200.00) Dollars

in or within ten (10) years, ~~[illegible]~~ 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 southeasterly line of Pontiac Street with the southerly line of Adelaide Street;

thence SOUTHEASTERLY in said southerly line of Adelaide Street one hundred (100) feet to land of parties unknown;

thence SOUTHWESTERLY in line of last named land one hundred and 18/100 (100.18) feet to land of parties unknown;

thence NORTHWESTERLY in line of last named land, one hundred (100) feet to land of parties unknown; and

thence NORTHEASTERLY in line of last named land one hundred and 58/100 (100.58) feet to said southerly line of Adelaide Street and the point of beginning.

Containing thirty-six and 87/100 (36.87) rods, more or less.

Being the same premises conveyed to us by deed of Elbridge A. Shaw, et ux dated August 13, 1947 recorded in Bristol County S.D. Registry of Deeds, Book 936, Page 9 and 10.

Subject to a prior mortgage to the New Bedford Institution for Savings for $4,000.

BRISTOL COUNTY S.D.
REGISTRY OF DEEDS
PROVIDENCE ONLY

1105 163

ing as part of the realty, all portable or sectional buildings at any time placed upon said premises and all furnaces, stoves, 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 S shall pay to the mortgagee monthly, if requested by the mortgagee, 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 come due, and any balance due thereon shall be paid by the mortgagor S 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 S 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 they 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 S 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 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

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of the sale and to the extent of insurance premiums and other expenses paid by it for which it has not been reimbursed as aforesaid 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, release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 9th day of January in the year one thousand nine hundred and fifty four.

Signed, sealed and delivered in presence of

Daniel J. Rego
Marie Yvonne Rego

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 9 1954

Then personally appeared the above-named Daniel J. Rego and acknowledged the foregoing instrument to be his free act and deed, before me—

Alfred Robert Cline
Notary Public
My commission expires 7/15 1958

Jan. 11, 1954, at 9 o'clock and 58 minutes A. M. received and entered with Bristol Co. Reg. of Deeds, Bko 1105 folio 164

BRISTOL COUNTY REGISTRY OF DEEDS

We, Normand R. Lague and Claire B. Lague, 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

SIXTY FIVE HUNDRED ($6,500.00) Dollars

in or within twenty 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 said New Bedford, bounded and described as follows:

BEGINNING at the point of intersection of the west line of Acushnet Avenue with the south line of Sterling Street;

thence SOUTHERLY in said west line of Acushnet Avenue forty-one and 5/100 (41.05) feet to land now or formerly of Edward A. Larter;

thence WESTERLY by said Larter's land ninety-five and 55/100 (95.55) feet;

thence SOUTHERLY still in said Larter's land forty (40) feet;

thence WESTERLY forty (40) feet to a corner;

thence NORTHERLY eighty (80) feet to said south line of Sterling Street; and

thence EASTERLY in said south line of Sterling Street, one hundred twenty-six and 32/100 (126.32) feet to the place of beginning.

Containing twenty-five and 10/100 (25.10) square rods, more or less.

Being the same premises conveyed to us by deed of Alexander S. Nicholas, et al, of even date to be recorded herewith.

BRISTOL COUNTY REGISTRY OF DEEDS

8/9/56
1191-174

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

1105 166

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 makes 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 S shall pay to the mortgagee monthly, ~~FORTHWITH BY REFERENCE~~ 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 come due, and the balance due thereon shall be paid by the mortgagorS 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 S 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 S 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 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

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 [illegible] a commission of one (1%) per centum of the purchase money for making said sale; to pay to the mortgagee upon demand any amount 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 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 11th day of January in the year one thousand nine hundred and fifty four.

Signed, sealed and delivered in presence of

Normand R. Lague

Claire B. Lague

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 11 1954.

Then personally appeared the above-named Normand R. Lague and acknowledged the foregoing instrument to be his free act and deed, before me—

Alfred Robert Cluse
Notary Public

My commission expires 7/11/1958

January 11 1954 at 3 o'clock and 15 minutes P.M. received and entered with Bristol Co. (SD) Reg. of Deeds, Book 1105 Page 165

168

1105 168 220

We, Biarne Bendiksen and Lillian B. Bendiksen, 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

FORTY NINE HUNDRED ($4,900.00) Dollars

in or within fifteen 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, bounded and described as follows:

BEGINNING at a stub in the north line of Kempton Street distant easterly in said north line of Kempton Street forty-two and 6/100 (42.06) feet from its intersection with the east line of Lindsey Street;

thence NORTHERLY seventy-nine and 35/100 (79.35) feet to a stub which is forty-one and 04/100 (41.04) feet easterly from the east line of Lindsey Street measured in the prolongation of the north line of the lot next west;

thence EASTERLY forty-two and 4/100 (42.04) feet to a stub;

thence SOUTHERLY seventy-nine and 33/100 (79.33) feet to said north line of Kempton Street; and

thence WESTERLY in said north line forty-two and 4/100 (42.04) feet to the place of beginning.

Containing twelve and 25/100 (12.25) square rods, more or less.

Being the same premises conveyed to us by deed of Gust Abramson, dated October 1, 1948, recorded in Bristol County S.D. Registry of Deeds, Book 944, Page 124.

Discharge
9/24/63
14 31-423

BRISTOL COUNTY SOUTH DISTRICT REGISTRY OF DEEDS FAIRVIEW, MASS.

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 S shall pay to the mortgagee monthly, if requested by the mortgagee, 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 come due, and any balance due thereon shall be paid by the mortgagor S as provided for in said statutory conditions; the amount to be [illegible] shall be adjusted in November of each year based on the tax bill for that year, and upon the further condition that the mortgagor S shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time [illegible] required by the mortgagee.

[illegible] comply with the conditions under which this mortgage is written or failure to pay any of said installments when [illegible] dues notwithstanding any license or waiver of any prior breach of condition shall make the whole of the [illegible] of said principal sum immediately due and payable at the option of the holder hereof.

The mortgagor S 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 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

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

and the surrender of said policies the mortgagee in addition to all costs, charges and expenses [illegible] and to the amount of insurance premiums and other expenses paid by it for which it has not been [illegible] the mortgagee [illegible] 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 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 12th day of January in the year one thousand nine hundred and fifty four.

Signed, sealed and delivered in presence of

Alfred Robert Cline

Bjarne Benckikson

Lillian B Benckikson

Commonwealth of Massachusetts

Bristol, ss.

New Bedford, January 12, 1954

Then personally appeared the above-named Bjarne Benckikson and acknowledged the foregoing instrument to be his free act and deed,

before me—

Alfred Robert Cline

Notary Public

My commission expires 7/18/58

January 12 1954, at 9 o'clock and 39 minutes A.M.
received and entered with Bristol Co. Deeds, Bkc. 1105
folio 168

REGISTRY OF DEEDS SOMERSET COUNTY

233 1105 171

I, Joseph G. Livramento, unmarried, 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

SEVEN THOUSAND ($7,000.00) Dollars

in or within twenty years, XXXX

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

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, 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, ~~XXXXXXXXXXXXXXXX~~ 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 come due, and the balance due thereon shall be paid by the mortgagee 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 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 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

1105 173

and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and of 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 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 Serviceman's Readjustment Act as amended or to the regulations thereunder shall be null and void to the extent that such provisions are so contrary.

~~[illegible]~~

WITNESS ~~XXX~~ hand and common seal this 12th day of January in the year one thousand nine hundred and fifty four.

Signed, sealed and delivered in presence of

Lori Ann Howes

Joseph G. Livramento

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 12th 1954.

Then personally appeared the above-named Joseph G. Livramento and acknowledged the foregoing instrument to be his free act and deed,

before me—

Lori Ann Howes
Notary Public
My commission expires: Nov. 22nd 1957

January 12, 1954, at 11 o'clock and 34 minutes A M.
received and entered with Bristol Co. Reg of Deeds, libro 1105
folio 171

174

1105 174

266

We, William Abesh and Betty P. Abesh, 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

FIFTEEN THOUSAND ($15,000.) Dollars

in 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 said New Bedford, bounded and described as follows:

NORTHERLY by the south line of Lynnwood Street, one hundred eight and 34/100 (108.34) feet;

EASTERLY by Lot No. 3 on plan hereinafter mentioned eighty (80) feet;

SOUTHERLY by land now or formerly of Alice Spector, et ali, one hundred seven and 3/100 (107.03) feet; and

WESTERLY by a line parallel to and fifteen (15) feet easterly from the Dartmouth-New Bedford town line, eighty and 1/100 (80.01) feet.

Being lots 1 (except the westernmost 15 feet thereof) and 2 on Revised Plan of Land of Sheldon S. Judson, dated May 17, 1938, filed in Bristol County S.D. Registry of Deeds, Plan Book 32, Page 7.

Being the same premises conveyed to us by deed of Norman H. Tripp, et ux, of even date to be recorded herewith.

Subject to restrictions of record insofar as the same are now in force and applicable.

1105 175

12. ...ing as part of the realty, all portable or sectional buildings at any time placed upon said premises and all furnaces, ...ers, 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 S shall pay to the mortgagee monthly, ~~[illegible]~~ 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 come due, and any balance due thereon shall be paid by the mortgagor S 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 S 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 indebtedness and principal sum immediately due and payable at the option of the holder hereof.

The mortgagor S 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 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 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 REGISTRY OF DEEDS PREVIEW 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 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 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 13th day of January in the year one thousand nine hundred and fifty four.

Signed, sealed and delivered in presence of

A Robert Rose

G. H.

Dr. William Abed

Ally Rebeck

Commonwealth of Massachusetts

Bristol, ss.

New Bedford, January 13 1954.

Then personally appeared the above-named William Aoash and acknowledged the foregoing instrument to be his free act and deed,

Before me—

Alfred Robert Rose

Notary Public

My commission expires 7/18 1958

Jan. 13 1954, at 9 o'clock and 49 minutes A. M. received and entered with Bristol Co. Reg. of Deeds, libro 1105 folio 174

Dis.
5/12/60
1319-451

We, Ivar Nejlander and Gerda Nejlander, husband and wife,

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 mortgage covenants to secure the payment of

SEVENTY TWO HUNDRED ($7,200.00) Dollars

in or within 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 said Fairhaven, bounded and described as follows:

BEGINNING at a point in the easterly line of Hotch Street at land now or formerly of Willard Eldred and at the northwest corner of the lot herein described;

thence EAST 1° SOUTH in line of said Eldred land one hundred eleven and 44/100 (111.44) feet to land now or formerly of C. Harry Walker;

thence SOUTH 1½° WEST in line of said Walker land forty-nine (49) feet to a corner;

thence WESTERLY parallel with the first described line one hundred eleven and 44/100 (111.44) feet to said easterly line of Hotch Street; and

thence NORTHERLY therein forty-nine (49) feet to the point of beginning.

Containing about twenty (20) rods of land.

Being the same premises conveyed to us by deed of Doris A. Tilton, Executrix, dated March 8, 1951 and recorded in Bristol County S.D. Registry of Deeds, Book 1013, Page 8.

BRISTOL COUNTY REGISTRY OF DEEDS PREVIEW ONLY

Including as part of the realty, all portable or sectional buildings at any one 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 S 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 S 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 S 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 lenient 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 S 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 hereinbefore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises shall 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 and for which it has not been reimbursed by the mortgagor S 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 is 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 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 seventh day of January in the year one thousand nine hundred and fifty four.

Signed, sealed and delivered in presence of

Doris Connell Howes

to both

Don Meylander

Gerda Meylander

1105

Commonwealth of Massachusetts

1105 179

Bristol, ss. New Bedford, January 7th 1954. Then personally appeared the above-named Ivar Aeflander and acknowledged the foregoing instrument to be his free act and deed, before me—

Doris Anne Howe
Notary Public.

My commission expires Nov. 22nd 1954

January 7, 1954, at 3 o'clock and 32 minutes P. M. Received and entered with Bristol Co. Deeds, Book 1105 Page 179

171

1105-179

Dis 7/9/65 1489-47

I, Manuel J. Santos and Mary C. Santos, husband and wife, of New Bedford, 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 mortgage covenants to secure the payment of

FORTY TWO HUNDRED ($4200.00) Dollars

in or within fifteen years ~~hereof~~ 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 southwest corner thereof at a point in the east line of Acushnet Avenue, distant northerly therein from the north line of Kempton Street, fifty-three and 5/100 (53.50) feet;

thence NORTHERLY in said east line of Acushnet Avenue, thirty-five and 50/100 (35.50) feet to land now or formerly of John G. Harding;

thence EASTERLY in line of last named land sixty-five and 60/100 (65.60) feet to land now or formerly of Charles T. Searell;

thence SOUTHERLY in line of last named land thirty-five and 83/100 (35.83) feet;

thence WESTERLY sixty-five and 50/100 (65.50) feet to the said east line of Acushnet Avenue and the place of beginning.

Containing eight and 58/100 (8.58) square rods, more or less.

Being the same premises conveyed to us by deed of Vincent H. Gomes, et ux of even date to be recorded herewith.

BRISTOL COUNTY REGISTRY OF DEEDS PREVIEW ONLY

Including as part of the realty, all portable or sectional buildings or any now 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 s 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 s 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 s 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 s 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 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 mortgagors, may retain a commission of one (1%) per centum of the gross 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 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 8th day of January in the year one thousand nine hundred and fifty four.

Signed, sealed and delivered in presence of

Alfred J. Jones to both + to mark
Rose Anne Howes
to both + to mark

Manuel Gil Gomes
Mary C.X. Gomes
her mark

1105

Commonwealth of Massachusetts 1105 181

New Bedford, January 8th 1954. Then personally appeared

Manuel J. Santos and acknowledged the

foregoing instrument to be his free act and deed, before me—

Dori Anne Hoxie Notary Public

My commission expires Nov. 22nd 1957

Jan. 8, 1954, at 3 o'clock and 21 minutes

P. M. Received and entered with Bristol Co. (SD) Reg of Deeds Book 1105

folio 179

183

1105-181

I, Rose A. Gamache, married, of New Bedford, Bristol County, Commonwealth of Massachusetts,

Discharge 1573-909 11/17/67

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

THREE THOUSAND ($3,000.) Dollars

in or within fifteen 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 Sconticut Neck in Fairhaven, said County, Commonwealth, bounded and described as follows:

BEGINNING at the northwesterly corner thereof at the point of intersection of the easterly line of Nelson Avenue and the southerly line of a twenty (20) foot way to the shore;

thence running EASTERLY in line of said twenty (20) foot way one hundred forty-four and 25/100 (144.25) feet to a stake for a corner;

thence running SOUTHERLY in line of land now or formerly of Deborah C. W. Cushman, et al, sixty and 6/10 (60.6) feet to a stake at the northeasterly corner of lot No. 6 on plan of land hereinafter referred to;

thence running WESTERLY in line of last named lot, one hundred thirty-nine and 1/100 (139.01) feet to a stake in the easterly line of said Nelson Avenue; and

thence running NORTHERLY in line of said Avenue sixty (60) feet to the place of beginning.

Containing eight thousand four hundred seventy-seven (8,477) square feet, more or less.

Being lot #5 on plan of land surveyed for H. Nelson Wilbur and Deborah C. W. Cushman dated May 12, 1945, and on file in the Land Records of Bristol County S. D. Registry of Deeds, plan book 36, page 15.

Being the same premises conveyed to me by deed of Deborah C. W. Cushman, et al, dated June 29, 1945 and recorded in said Registry, Book 882, Page 449.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

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, 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 covenant S 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 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 therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now is 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 as taxes thereon;

I, William Gamache, husband of said grantor,

release to the mortgagee all rights of ~~XXXXX~~ curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 9th day of January in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of	
Ann Carol Howe	Rose A. Gamache
to both	William Gamache

1105

Commonwealth of Massachusetts * 1195 1957

New Bedford January 9th 19 57, Then personally appeared the above-named Rose A. Gamache and acknowledged the foregoing instrument to be her free act and deed, before me—

Doris Gill Howes Notary Public

My commission expires Nov. 22nd 1957

January 11 1957 at 9 o'clock and 5 minutes A. M. Received and entered with Bristol S. Registry of Deeds, libro 1105 folio 181

184

1105-183

We, Evelyn R. Williams and Evelyn Williams, husband and wife, of Dartmouth, 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 mortgage covenants to secure the payment of

FIVE THOUSAND ($5,000.00) Dollars

in or within twenty 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 said Dartmouth, bounded and described as follows:

BEGINNING at the northwest corner of the premises to be mortgaged at a point in the southerly line of Lyng Street distant easterly therein two hundred fifty (250) feet from the easterly line of Carrollton Avenue;

thence EASTERLY in said southerly line of Lyng Street one hundred (100) feet to Lot #156 on plan hereinafter mentioned;

thence SOUTHERLY in line of last named lot, eighty (80) feet to Lot 228 on said plan;

thence WESTERLY in line of last named lot and Lot #227 on said plan, one hundred (100) feet to Lot #159 on said plan;

thence NORTHERLY in line of last named lot, eighty (80) feet to the southerly line of Lyng Street and the point of beginning.

Containing twenty-nine and 38/100 (29.38) rods, more or less.

Being Lots #157 and 158 on plan of Carrollton Heights, Section A, made by Chauncey R. Mosher, C.E. filed in Bristol County S.D. Registry of Deeds, plan book 25, page 115.

See deed of Merchants National Bank of New Bedford to us dated August 8, 1950 and recorded in said Registry, book 999, page 83.

See also deed of Helen McAfee to us dated April 29, 1950 and recorded in said Registry, book 969, page 14.

Dis 2/20/74 1189-505

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

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 S 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 S 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 S 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 S 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 hereinbefore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises shall 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 is authorized to pay 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 S 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 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 9th day of January in the year one thousand nine hundred and fifty-four

Signed, sealed and delivered in presence of

Fairfield Howes

10th

John R. Williams

Evelyn Williams

1105

Commonwealth of Massachusetts

1105 185

New Bedford January 9th 1954. Then personally appeared the above-named John R. Williams and acknowledged the foregoing instrument to be his free act and deed, before me—

Paul Will Howe Notary Public

My commission expires Nov. 22nd 1957

January 11, 1954 9 o'clock and 6 minutes A. M. Received and entered with Bristol Co. S.D. Reg. of Deeds, Libre 1105 Folio 183

198

1105-185

We, Edwin F. Wood III and Evelyn R. Wood, husband and wife, of New Bedford, 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 mortgage covenants to secure the payment of

EIGHTY FIVE HUNDRED ($8,500.) Dollars

in or within twenty 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 said New Bedford, bounded and described as follows:

BEGINNING at the northeast corner of said lot, at a point in the south line of Durfee Street ninety-one and 83/100 (91.83) feet west from the intersection of said south line of Durfee Street with the west line of Cottage Street;

thence SOUTHERLY in line of land now or formerly of C. A. [illegible] and land now or formerly of J. R. Goddard one hundred and 20/100 ([illegible]) feet;

thence WESTERLY fifty (50) feet to land now or formerly [illegible] D. Manseau;

thence NORTHERLY in line of last named land one hundred and 19/100 (100.19) feet to said south line of Durfee Street; and

thence EASTERLY in said south line of Durfee Street, fifty (50) feet to the point of beginning.

Containing eighteen and 36/100 (18.36) square rods, more or less.

Being the same premises conveyed to us by deed of William F. Fuller, Jr. et ux of even date to be recorded herewith.

Rec. 2/8/55

1137332

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

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 S 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 S 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 S 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 S 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 hereinbefore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises shall 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 S 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 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 14th day of January in the year one thousand nine hundred and fifty four.

Signed, sealed and delivered in presence of

Edwin F. Wood III

Evelyn R. Wood

1105

Commonwealth of Massachusetts

1105 187

New Bedford, January 11 1954. Then personally appeared

the above-named Edwin F. Wood III and acknowledged the

foregoing instrument to be his free act and deed, before me—

Alfred Robert Crane Notary Public

My commission expires 7/18 1958

Jan. 11, 1954, at 9 o'clock and 58 minutes

A. M. Received and entered with Bristol Co. (SE) Reg of Deeds, Bks 1105

Subs 185

229

1105-187

Discharge 10/22/54 1128-427

We, Edward M. Silva, and Aurore Silva, husband and wife ~~married~~, of New Bedford, 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 mortgage covenants to secure the payment of

FOUR THOUSAND ($4,000.) Dollars

in or within fifteen 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, bounded and described as follows:

BEGINNING at the point of intersection of the north line of Sycamore Street with the west line of Cedar Street;

thence NORTHERLY in said west line of Cedar Street, forty-seven and 83/100 (47.83) feet to land now or formerly of William S. Reyna Heirs;

thence WESTERLY in line of last named land fifty-six (56) feet;

thence SOUTHERLY still in line of last named land forty-nine (49) feet to a point in said north line of Sycamore Street;

thence EASTERLY in said north line of Sycamore Street, fifty-six (56) feet to the point of beginning.

Containing nine and 96/100 (9.96) square rods, more or less.

Being the same premises conveyed to us by deed of Morris F. Fox of even date to be recorded herewith.

See also deed of Charles D. Riendeau to Morris F. Fox and Edward M. Silva, dated December 16, 1953, recorded in Bristol County S. D. Registry of Deeds, Book 1102, Page 434.

HISTORIC COUNTY REGISTRY OF DEEDS PROPERTY ONLY

HISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

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, 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 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 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 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 as taxes thereon;

We, the said grantors, being husband and wife,

~~XXXX

1105

Commonwealth of Massachusetts : 1105 : 188

New Bedford, January 12th 1954. Then personally appeared

the above-named Edward N. Silva and acknowledged the

foregoing instrument to be his free act and deed, before me—

Dori Anne Howes Notary Public

My commission expires Nov. 22nd 1957

Jan. 14, 1954, at 10 o'clock and 54 minutes

A. M. Received and entered with Bristol S.D. Registry of Deeds, Libro 1105

Folio 187

248

1105-189

We, Joseph Machado and Maria E. Machado, husband and wife, of Fairhaven, Bristol County, Commonwealth of Massachusetts

Dis. 7/19/55 1152-473

In 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

FOUR THOUSAND ($4,000.00) Dollars

in or within 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 said Fairhaven, bounded and described as follows:

BEGINNING at a point formed by the intersection of the north line of Winsor Street with the east line of Hopkins Street;

thence SOUTHERLY in said east line of Hopkins Street eighty (80) feet;

thence EASTERLY one hundred (100) feet;

thence SOUTHERLY eighty (80) feet to the north line of Winsor Street; and

thence WESTERLY one hundred (100) feet to said east line of Hopkins Street and the point of beginning.

Containing eight thousand (8,000) square feet.

Being Lots 59 to 63 inclusive on plan of Park Terrace filed in Bristol County S.D. Registry of Deeds, plan book 18, page 30.

Being the same premises conveyed to us by deed of Herbert Stem, et ux dated May 26, 1943 and recorded in said Registry, book 868, page 280.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

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 S 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 S 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 S 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 mortgagors 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 hereinbefore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises shall 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 mortgagors 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 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 12th day of January in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of

Joseph Machado

Maria E. Machado

1105

Commonwealth of Massachusetts | 1105 191

New Bedford, Jan 12 19 54 Then personally appeared

Joseph Machado

the above-named and acknowledged the

foregoing instrument to be his free act and deed, before me—

Alfred [illegible] Notary Public

My commission expires 7 Jan 19 55

January 12 19 54 at 3 o'clock and 1 minutes P. M.

M. Received and entered with Bristol Co. Reg. of Deeds, Book 1105

Page 189

269

1105-191

We, Manuel M. Cabral and Mary Cabral, husband and wife,

of Acushnet, 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

FOUR THOUSAND ($4,000.) Dollars

in or within fifteen 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 said Acushnet, being lots numbered 147 to 152 inclusive on plan of Bayview Terrace, Moody Land Trust., F. T. Westcott, Engineer, August 1910, filed in Bristol County S. D. Registry of Deeds, in Plan Book 8, Page 2, bounded and described as follows:

Bounded on the NORTH by Porter Street, therein measuring one hundred twenty (120) feet;

On the EAST by lot #153 on said plan, eighty-five (85) feet;

On the SOUTH by lots #228 to #233 inclusive on said plan, one hundred twenty (120) feet; and

On the WEST by lot #146 on said plan, eighty-five (85) feet.

Being the same premises conveyed to us by deed of the New Bedford Cooperative Bank dated November 14, 1935 and recorded in said Bedford Registry, Book 774, Page 291.

Rec
4/15/58
1246-262

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

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 S 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 mortgagors 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 S 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 S 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 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 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 is 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 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 13th day of January in the year one thousand nine hundred and fifty-four

Signed, sealed and delivered in presence of

Barbara Hows

Peter Luth

Manuel Medeiros

Mary Medeiros

1105

Commonwealth of Massachusetts

1105 193

New Bedford January 13th 19 54. Then personally appeared

Manuel M. Cabral

and acknowledged the

foregoing instrument to be his

free act and deed, before me—

Paul Allen Howard

Notary Public

My commission expires Nov. 22nd 1957

Jan. 13, 1954, at 11 o'Clock and 29 minutes

A. M. Received and entered with Bristol Co. Reg. of Deeds, Libro 1105

folio 191

270

1105-193

I, Dorothy L. Reynolds, married, of New Bedford, 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 mortgage covenants to secure the payment of

SIXTY SEVEN HUNDRED ($6,700.) Dollars

in or within fifteen 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 said New Bedford, bounded and described as follows:

BEGINNING at a point formed by the intersection of the west line of Walden Street and the south line of Sycamore Street;

thence WESTERLY in said south line of Sycamore Street, forty-four and 90/100 (44.90) feet to land now or formerly of Mary A. Grant;

thence SOUTHERLY in line of last named land seventy-one and 15/100 (71.15) feet to land now or formerly of William T. Loughlin;

thence EASTERLY in line of last named land, forty-five and 25/100 (45.25) feet to a point in the said west line of Walden Street;

thence NORTHERLY in said west line of Walden Street seventy-one and 1/10 (71.1) feet to point of beginning.

Containing eleven and 78/100 (11.78) square rods, more or less.

Being the same premises conveyed to me by deed of Morris P. Fox dated September 23, 1953, recorded in Bristol County S. D. Registry of Deeds, Book 1081, Page 265.

Dis. 5/16/58 1249-303

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE 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 as 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 shall 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 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 as taxes thereon;

I, Eugene T. Reynolds, husband of said grantor,

release to the mortgagee all rights of ~~dower~~ curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 14th day of January in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of

A Robert Cruz

Geoff

Dorothy T. Reynolds

Eugene T. Reynolds

1105 195

Commonwealth of Massachusetts

1105 195

New Bedford, January 13 1954. Then personally appeared the above-named Dorothy L. Reynolds and acknowledged the foregoing instrument to be her free act and deed, before me

Alfred Robert Clare Notary Public

My commission expires 7/18/58

Jan. 13, 1954, at 11 o'clock and 3 m. minutes A.M. Received and entered with Bristol Co. Reg. of Deeds, Book 1105 Page 193

115

1105-195

I, Mae M. Holmes, widow

of Westport Bristol County, Massachusetts,

being married, 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 fifty five 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 my note of even date,

the land, with the buildings thereon, situated in said Westport, bounded and described as follows:

Beginning at a drill hole in the easterly line of the Drift Road distant northerly therein twenty five and 63/100 (25.63) feet from a boundstone at the intersection of said easterly line of Drift Road with the northerly line of Hix Bridge Road; thence South 79° 22' East in line of a stone wall and land formerly of Herbert S. Pierce four hundred twenty eight (428) feet to the east branch of the Westport River; thence beginning again at said point in the easterly line of Drift Road and thence northerly therein sixteen (16) feet to a drill hole; thence South 80° 10' East by land of Florence D. and Louis H. Tripp two hundred seventeen and 54/100 (217.54) feet to a stake; thence North 11° 23' 30" East fifty six and 83/100 (56.83) feet to a stone bound and continuing in the same course fifty four and 25/100 (54.25) feet to a drill hole at land of Florence D. and Louis H. Tripp; thence South 78° 3' 50" East by a stone wall and said Tripp land fifty three and 9/100 (53.09) feet to a drill hole; thence South 68° 45' 20" East by a stone wall and said Tripp land twenty four (24) feet to a drill hole; thence in the same course by said Tripp land seventy (70) feet more or less to the east branch of the Westport River; and thence southerly in line of said River to the end of the first course herein described. Containing 26,800 square feet more or less.

Being the premises conveyed to my husband, William F. Holmes by deed of Green S. Allen dated June 7, 1920 and recorded in Bristol County S. D. Registry of Deeds book 508, page 432. My title is as heir at law of my said husband and by deed from John W. Holmes the other heir at law dated October 6, 1947 recorded in said Registry of Deeds book 1002, page 22.

Said premises are shown on plan dated November 9, 1953 drawn by William F. Kirby, Surveyor.

Discharge 11/16/61 1356-113

Including as part of the realty, all portable or sectional buildings, now or at any time erected upon said premises and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, [illegible], storm doors and windows, oil burners, gas burners and all other fixtures or equipment 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 36 A, B, C, and D (Acts of 1941, Chapter 893)~~ 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 mortgagee 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~~ wife of said mortgagor

_____

release to the mortgagee all rights of ~~tenancy by the curtesy~~ dower and homestead ~~and other interests in the mortgaged premises~~

Witness my hand and seal this seventh day of January 1954

Witness
Merton C. Fisher

Mae M. Holmes

The Commonwealth of Massachusetts

Bristol ss. New Bedford, January 7, 1954

Then personally appeared the above named Mae M. Holmes

and acknowledged the foregoing instrument to be her free act and deed, before me

Merton C. Fisher
Notary Public—Justice of the Peace

My Commission Expires Dec. 8, 1955

Received & recorded Jan 7 1954, at 10 hrs. & 44 min. A. M.

205 1105 197

We, John A. Birknes and Clara M. Birknes, husband and wife, both of Dartmouth, 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 five thousand Dollars in or within twelve 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, if any, thereafter remaining applied to principal) all as provided in our note of even date, the land, with the buildings thereon, situated in said Dartmouth, bounded and described as follows:

Beginning at a point in the northwesterly line of Hathaway Road four hundred sixty two and 30/100 (462.30) feet northerly therein from the intersection of said northwesterly line of Hathaway Road with the northerly line of Kempton Street; thence northwesterly in the northerly line of Parcel #1 on plan of this land two hundred eighty and 90/100 (280.90) feet to land now or formerly of one Frates; thence northerly in line of said Frates land seventy three and 50/100 (73.50) feet; thence southeasterly three hundred eleven and 5/100 (311.05) feet in line of land now or formerly of John Slight to said northwesterly line of Hathaway Road; and thence southwesterly sixty seven (67) feet in said northwesterly line of Hathaway Road to the point of beginning. Containing seventy two and 85/100 (72.85) square rods more or less.

Being parcel #2 on plan of land owned by Herbert L. Robinson drawn by Frank M. Metcalf, C.E., dated July 25, 1924 and filed in Bristol County S. D. Registry of Deeds, Book of Plans 19, page 8[illegible].

Being the premises conveyed to us by Donald R. Robinson by deed dated October 1, 1942 and recorded in said Registry of Deeds book 860, page 318.

Said premises are subject to a right of way as set forth in deed from Herbert L. Robinson to John W. Bradley et ux dated August 1924 recorded in said Registry of Deeds book 596, page 409. There is also appurtenant to said premises a right of way described in said deed.

Rec
1/25/66
1510-130

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE ONLY

Including as part of the realty, all portable or sectional buildings now or hereafter erected on said premises and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, screens, venetian blinds, 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 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 76 A, B, C, and D (Acts of 1941, Chapter 283)~~ 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 amounts 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, being husband and wife ~~of said mortgagor~~

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 eleventh day of January 1954

Witness
Merton C. Fisher
to both

John A. Birkner
Clara M. Birkner

The Commonwealth of Massachusetts

Bristol ss. New Bedford, January 11, 1954

Then personally appeared the above named John A. Birkner and Clara M. Birkner

and acknowledged the foregoing instrument to be their free act and deed, before me

Merton C. Fisher
Notary Public ~~Justice of the Peace~~

My Commission Expires Dec. 8, 1955

Received & recorded Jan 11 1954 at 11 hrs. & 17 min. A.M.

308

1105 199

We, Francis A. O'Donnell and Sarah A. O'Donnell, husband and wife, both 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 thirty five 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 our note of even date, the land with the buildings thereon, situated in Dartmouth, in said County of Bristol, bounded and described as follows:

Beginning at a point in the easterly line of DeGaris Avenue distant northerly therein sixty five (65) feet from its intersection with the northerly line of Beach Avenue; thence easterly in a line nearly parallel with Beach Avenue sixty five (65) feet; thence northerly sixty five (65) feet; thence westerly sixty five (65) feet to said easterly line of DeGaris Avenue; and thence southerly therein sixty five (65) feet to the place of beginning. Containing sixteen (16) square rods more or less.

Being the premises conveyed to us by J. Arthur Balthazar et ux by deed dated July 12, 1946 and recorded with Bristol County S. D. Registry of Deeds book 914, page 352.

Rec 10/14/60
1324-446

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

Including as part of the realty, all portable or sectional [illegible] and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, screens, mantels, shades, 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 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 56 A, B, C, and D (Acts of 1941, Chapter 393)~~ 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 mortgagee 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, being _____ husband / wife and ~~of said mortgagor~~

_____

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 fourteenth day of January 1954

Witness
Merton C. Fisher
Notary

Francis A. O'Donnell
Sarah A. O'Donnell

The Commonwealth of Massachusetts

Bristol ss. New Bedford, January 14, 1954

Then personally appeared the above named Francis A. O'Donnell and Sarah A. O'Donnell

and acknowledged the foregoing instrument to be their free act and deed, before me

Merton C. Fisher
Notary Public ~~Justice of the Peace~~

My Commission Expires Dec. 8, 1955

Received & recorded Jan. 14 1954, at 2 hrs. & 50 min. P. M.

BRISTOL COUNTY S.D. REGISTRY OF DEEDS PROVIDED ONLY

Discharge 6/16/05 11449-180

1105 201

339

We, William Botelho and Doris Botelho, husband and wife, both

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 fifty four 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 our 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 the premises to be conveyed at a point in the southerly line of Coggeshall Street distant easterly therein one hundred twenty two and 34/100 (122.34) feet from its intersection with the easterly line of Harvard Street and at the northeast corner of land formerly of George Reynolds; thence easterly by the southerly line of said Coggeshall Street fifty four (54) feet to land now or formerly of Gerard Nault; thence southerly parallel with the westerly line of the premises hereby conveyed seventy seven (77) feet to other land now or formerly of Gerard Nault; thence westerly parallel with the southerly line of Coggeshall Street fifty four (54) feet to land formerly of said George Reynolds; thence northerly by last named land seventy seven (77) feet to the point of beginning. Containing four thousand one hundred fifty eight (4158) square feet, more or less.

Being the premises conveyed to us by Gerard Nault by deed dated November 24, 1952 and recorded with Bristol County S. D. Registry of Deeds book 1069, page 34.

BRISTOL COUNTY S.D. REGISTRY OF DEEDS PROVIDED ONLY

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

1105 202

Including as part of the realty, all portable or sectional buildings at the time placed upon said premises and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, 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 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 (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, being husband and wife ~~of said mortgagor~~

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 January 1954

Witness
Merton E. Fisher
to both

William Botelho
Doris Botelho

The Commonwealth of Massachusetts

Bristol ss. New Bedford, January 19, 1954

Then personally appeared the above named William Botelho and Doris Botelho

and acknowledged the foregoing instrument to be their free act and deed, before me

Merton E. Fisher
Notary Public—Justice of the Peace

My Commission Expires Dec. 8, 1955

Received & recorded Jan 19 1954, at 11 hrs. & 43 min. A.M.

323 1105 203

We, Manuel C. Rebeiro and Amelia P. Rebeiro, husband and wife, of New Bedford, 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 mortgage covenants to secure the payment of

TWENTY SIX HUNDRED ($2600.00) Dollars

in or within 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 said New Bedford, bounded and described as follows:

BEGINNING at a point in the east line of South Water Street;

thence running EASTERLY in line of land formerly of Anna G. Wood, about eighty-three (83) feet to land formerly of Joseph Lealy;

thence SOUTHERLY in said Lealy land, about forty (40) feet;

thence WESTERLY about eighty-three (83) feet to said east line of South Water Street; and

thence in said Street line NORTHERLY about forty (40) feet to the place of beginning.

Containing twelve (12) square rods, more or less.

Being the same premises conveyed to us by deed of Mary Perry, et al dated January 28, 1953 and recorded in Bristol County S.D. Registry of Deeds, book 1074, page 92.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

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 S 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 S 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 S 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 S 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 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 S 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 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 15th day of January in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of

A. Robert Rice

Gill

Manuel C. Ribeiro

Amelia P. Ribeiro

1105

Commonwealth of Massachusetts 1105 205

New Bedford January 15 1954 Then personally appeared

Proved to

the above-named Manuel C. Rebeiro

foregoing instrument to be his free act and deed, before me

Alfred Robert Cove Notary Public

My commission expires 7/18 1958

Jan 18, 1954, at 11 o'clock and 26 minutes

A. M. Received and entered with Orville C. Wilbur Register Deeds, Book 1105

Page 213

333 1105-205

Lydia Shurtleff, otherwise known as Lydia Shirtleff, divorced, 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 mortgage covenants to secure the payment of

FORTY FOUR HUNDRED ($4400.00) Dollars

in or within fifteen years dddd 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 a point in the east line of contemplated Almy Street, sometimes called Maxfield Street, at the southwest corner of land now or formerly of Morris Smith;

thence SOUTHERLY in the said east line of Almy Street about one hundred seventeen (117) feet and two (2) inches to land now or formerly of Charles Slocum;

thence EASTERLY in the north line of said Slocum land one hundred thirty (130) feet eight (8) inches to land now or formerly of Charles W. Peirce;

thence NORTHERLY in the west line of said Peirce land one hundred seventeen (117) feet to the said Smith land; and

thence WESTERLY in the south line of said Smith land, one hundred thirty (130) feet eight (8) inches to the point of beginning.

Containing fifty-eight (58) square rods, more or less.

Being the same premises conveyed to me by deed of Henry H. Shurtleff, dated January 28, 1950 and recorded in Bristol County S.D. Registry of Deeds, book 977, page 343.

Rec. 5/21/55
1447-1433

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I. COPY 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 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 ~~s~~ 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 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 hereinbefore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises shall 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 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 as taxes thereon;

~~[illegible]~~

WITNESS our hands and common seal this 15th day of January in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of

Lydia Shurtleff

1105

Commonwealth of Massachusetts 1105 207

Bristol, ss. New Bedford January 15 1954 Then personally appeared the above-named Lydia Shurtleff and acknowledged the foregoing instrument to be her free act and deed, before me

Notary Public

My commission expires 7/8/1958

January 15 1954 at 1 o'clock and 53 minutes P.M.

M. Received and entered with Bristol Co. S.D. Registry of Deeds, Book 1105 Page 205

339

1105-207

We, Manuel Mattos and Goldie M. Mattos, husband and wife, of New Bedford, 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 mortgage covenants to secure the payment of

FOUR THOUSAND ($4,000.00) Dollars

in or within 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 said New Bedford, bounded and described as follows:

BEGINNING at the northeast corner thereof at a point in the south line of Davis Street distant westerly therein four hundred twenty (420) feet from the west line of Ashley Boulevard, formerly Bowditch Street;

thence SOUTHERLY by land now or formerly of Frederick S. Fuller, Trustee, seventy-six (76) feet to other land now or formerly of said Fuller;

thence WESTERLY in line of last named land eighty (80) feet to other land now or formerly of Arthur Surprenant;

thence NORTHERLY in line of last named land seventy-six (76) feet to said south line of Davis Street;

and thence EASTERLY in said south line of Davis Street, eighty (80) feet to the place of beginning.

Containing twenty-two and 32/100 (22.32) square rods, more or less.

Being the same premises conveyed to us by deed of Edward Bussiere, et ux of even date to be recorded herewith.

Rec 2/4/63 1397-44

BRISTOL COUNTY REGISTRY OF DEEDS FAIRHAVEN 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 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 S 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 mortgagorS 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 S 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 mortgagorS 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 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 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 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 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 15th day of January in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of

Paul Cuttle Howe
Ruth Bith

Manuel Matta
Goldie M. Matta

1105

Commonwealth of Massachusetts

1105 (209)

New Bedford, January 15th 1954. Then personally appeared

the above-named Manuel Mattos

foregoing instrument to be his free act and deed, before me—

Paul Ann Howes

Notary Public

My commission expires Nov. 22nd 1957

Jan. 15, 1954 at 2 o'clock and 36 minutes

P. M. Received and entered with Bristol S.D. Registry of Deeds, Book 1105

Page 209

360

1105-209

I, Lyman D. Wilbur and Alice T. Wilbur, husband and wife, of New Bedford, 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 mortgage covenants to secure the payment of

TEN THOUSAND ($10,000.00) Dollars

in or within twenty 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 said New Bedford, bounded and described as follows:

BEGINNING at the southwesterly corner of the lot to be mortgaged being the northwesterly corner of land now or formerly of Nicholas Ciaburri, at a point in the easterly line of Rockdale Avenue;

thence NORTHERLY in said easterly line of Rockdale Avenue, one hundred six and 86/100 (106.86) feet to a point of curve;

thence NORTHEASTERLY and EASTERLY in an arc a distance of fifty-seven and 4/100 (57.04) feet to a point in the southerly line of Hathaway Road;

thence EASTERLY in said southerly line of Hathaway Road seventy-six and 80/100 (76.80) feet to a point and other land of Clarence E. Burt and Mildred R. Burt;

thence SOUTHERLY in line of last named land one hundred sixty-two and 90/100 (162.90) feet to a point in said northerly line of land of said Nicholas Ciaburri;

thence WESTERLY in line of last named land ninety-three and 33/100 (93.33) feet to the point of beginning.

Containing fifty-seven and 9/100 (57.09) square rods, more or less.

Being the same premises conveyed to us by deed of Clarence E. Burt, et ux of even date to be recorded herewith.

See plan to be recorded herewith.

Rec 2/10/64 1436-112

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

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 S 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 S 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 S 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 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 S 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 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 January 18th day of in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of

Alice T. Wilber

Lyman T. Wilber

1105 211

Commonwealth of Massachusetts

New Bedford January 18th 1954 Then personally appeared the above-named Lyman D. Wilbur and acknowledged the foregoing instrument to be his free act and deed, before me—

Notary Public

My commission expires Nov. 22nd 1957

January 18 1954 at 11 o'clock and 57 minutes A.M. Received and entered with Bristol Co. S.D. Registry Deeds Bk 1105 Page 209

414

1105-211

We, Murray M. Smith and Dora W. Smith, husband and wife,

of Fairhaven, Bristol County, Commonwealth of Massachusetts,

DB-4/23/62
1368-256

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

SEVEN THOUSAND ($7,000.) Dollars

in or within twenty 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 Dartmouth, said County, Commonwealth, bounded and described as follows:

BEGINNING at the northwest corner of the premises, at a point in the southerly line of Longwood Avenue, which said point is distant easterly ninety-six and 92/100 (96.92) feet from the point of intersection of the southerly line of Longwood Avenue with the easterly line of Longfellow Avenue;

thence running EASTERLY in said line of Longwood Avenue, seventy-five (75) feet to land to be conveyed to Jacob Jacobsen et ux;

thence turning and running SOUTHERLY in line of last mentioned land sixty-eight (68) feet, more or less to the northerly line of Lot #586 on the hereinafter mentioned plan;

thence turning and running WESTERLY seventy-five (75) feet, more or less to the southeast corner of Lot #572 on said plan; and

thence turning and running NORTHERLY sixty-nine and 02/100 (69.02) feet to the southerly line of Longwood Avenue and point of beginning.

Containing eighteen and 78/100 (18.78) square rods, more or less.

Being lot #573 and the westerly half of lot #574 as shown on Revised Plan Property of the Buttonwood Heights Realty Co., June, 1921, Edward F. Mulally, Surveyor, recorded with Bristol County S. D. Registry of Deeds, Plan Book 20, Page 79.

Bounded NORTHERLY by the southerly line of Longwood Avenue; EASTERLY by land to be conveyed to the said Jacob Jacobsen et ux; SOUTHERLY by a portion of lot #586 and Lot #585 and WESTERLY by Lot #572, all as shown on said plan.

Being the same premises conveyed to us by deed of Kaare Tjersland et ux, of even date herewith, to be recorded herewith.

Subject to restrictions of record insofar as the same are now in force and applicable.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

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 S 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 S 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 S 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 S 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 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 S 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 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 January in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of

A. Robert Cove

Gall

Murray M. Smith

Dora W. Smith

1105

213

Commonwealth of Massachusetts

1105 213

New Bedford, January 20 1954. Then personally appeared the above-named Murray N. Smith and acknowledged the foregoing instrument to be his free act and deed, before me

Alfred Robert Cave Notary Public

My commission expires 7/14 1958

January 20 1954 at 10 o'clock and 30 minutes A. M. Received and entered with Bristol S. Dist. Reg. of Deeds, Book 1105 Page 211

416

1105-213

o.k.a. Lidia D. Oliveira or otherwise known as Lydia D. Oliveira

We, Jeremias D. Oliveira and Lydia Oliveira, husband and wife, of New Bedford, 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 mortgage covenants to secure the payment of

FORTY SEVEN HUNDRED ($4700.00) Dollars

in or within 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 said New Bedford, bounded and described as follows:

BEGINNING at the northeasterly corner of this lot at a point in the south line of Belleville Road seventy-nine (79) feet west from the west line of Second Street, now Desautels Street, and at the northwest corner of land now or formerly of Mary Brasault;

thence SOUTHERLY by last named land sixty-six (66) feet to land now or formerly of George H. Laurie;

thence WESTERLY by last named land thirty-six and 50/100 (36.50) feet to land formerly of Isabelle M. Hall;

thence NORTHERLY by said Hall land sixty-six (66) feet to said south line of Belleville Road; and

thence EASTERLY in said south line of Belleville Road thirty-six and 50/100 (36.50) feet to the point of beginning.

Containing eight and 85/100 (8.85) square rods, more or less.

Being the same premises conveyed to us by deed of Herbert M. Arruda, et ux of even date to be recorded herewith.

Discharge 10/14/63 1424-16

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

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 S 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 S 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 S 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 S 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 hereinbefore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises shall 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 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 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 January in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of

Francis T. Oliveira

Cecilia D. Oliveira

1105

Commonwealth of Massachusetts

1105, 215

New Bedford, January 20 19 54. Then personally appeared the above-named Jeremias D. Oliveira and acknowledged the foregoing instrument to be his free act and deed, before me—

Alfred Robert Crane Notary Public

My commission expires 7/11 19 58

Jan. 21 1954 at 11 o'clock and 53 minutes A.M. Received and entered with Bristol Co. Reg of Deeds Book 1105 Page 213

439

1105-215

We, Joseph Lafleur and Margaret Lafleur, husband and wife, 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 mortgage covenants to secure the payment of

TWENTY EIGHT HUNDRED ($2800.00) Dollars

in or within fifteen years ~~hhhhh~~ 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:

EASTERLY by Torrington Road, therein measuring eighty-five (85) feet;

SOUTHERLY by Jerusalem Road, therein measuring forty (40) feet;

WESTERLY by land of parties unknown, therein measuring eighty-five (85) feet;

NORTHERLY by land of parties unknown, therein measuring forty (40) feet;

Being Lots #98 and 99 on plan of Shore Acres, filed in Bristol County S.D. Registry of Deeds, plan book 14, page 63.

Being the same premises conveyed to us by deed of Herminia Oliver, et al dated May 19, 1953 and recorded in said Registry, book 1085, page 477.

Order of Nancie B Foulon 7/15/60 1152-322

Discharge 7/18/60 1155-10

BRISTOL COUNTY EAST DIST. REGISTRY OF DEEDS
BRISTOL COUNTY EAST DIST. REGISTRY OF DEEDS
BRISTOL COUNTY EAST DIST. REGISTRY OF DEEDS
BRISTOL COUNTY EAST DIST. REGISTRY OF DEEDS
BRISTOL COUNTY EAST DIST. REGISTRY OF DEEDS

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

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 s 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 mortgagors 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 s 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 mortgagors 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 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 policies 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 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 January in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of

Joseph Lafleur

Margaret Lafleur

1105

1105 217

Commonwealth of Massachusetts

New Bedford, January 20 19 54 Then personally appeared

the above-named Joseph Lafleur

and acknowledged the

foregoing instrument to be his free act and deed, before me—

Alfred Peter Cline Notary Public

My commission expires 7/11 1958

Jan. 20, 1954 at 4 o'clock and 19 minutes

P. M. Received and entered with Bristol Co. S.D. Registry of Deeds, Liber 1105

Folio 217

441

1105-217

We, Henry J. Saucier and Jeanne L. Saucier, husband and wife, of New Bedford, 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 mortgage covenants to secure the payment of

SIXTY SEVEN HUNDRED ($6,700.) Dollars

in or within twenty 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 Acushnet, said County, Commonwealth, bounded and described as follows:

NORTHERLY by lot #13 on plan hereinafter referred to, therein measuring seventy (70) feet, more or less;

EASTERLY by Boylston Street, therein measuring forty (40) feet;

SOUTHERLY by lot #11 on said plan, therein measuring sixty-nine and 19/100 (69.19) feet;

WESTERLY by the Acushnet Cemetery, therein measuring forty and 4/100 (40.04) feet.

Being lot #12 on plan of Glenwood Terrace North, made by Frank M. Metcalf, dated April 1910, filed in Bristol County S. D. Registry of Deeds, Plan Book 8, Page 38.

Being the same premises conveyed to us by deed of Lena Dinter, dated February 24, 1951, recorded in said Registry, Book 1011, Page 414.

Dis. 9/7/54

1175-1

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE ONLY

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

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 S 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 S 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 S 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 forbear 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 S 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 hereinbefore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises shall 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 S 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 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 June in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of

Henry J. Lavoie

Jeanne L. Lavoie

1105 219

Commonwealth of Massachusetts

New Bedford, Jan 20 1954. Then personally appeared the above-named Henry J. Saucier and acknowledged the foregoing instrument to be his free act and deed, before me

Alfred Robert Caron Notary Public

My commission expires 7/18 1958

January 30 1954, at 4 o'clock and 47 minutes P. M. Received and entered with Bristol Co. (S.D.) Reg. of Deeds, Libro 1105 folio 217

1105-219

Whitman Development Corp., a corporation organized under the laws of Massachusetts and having its usual place of business at 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

FIFTY FIVE THOUSAND ($55,000.00) Dollars

in or within ten years, ~~[illegible]~~ 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 southeast corner of Riverside Avenue and Coffin Avenue;

thence SOUTHERLY in the easterly line of Riverside Avenue, three hundred ten (310) feet;

thence E 16° 46' 24" S (true bearing) in a straight line to the channel of Acushnet River;

beginning again at the southeast corner of Riverside Avenue and Coffin Avenue, thence EASTERLY by the south line of Coffin Avenue to the channel of the Acushnet River;

thence by said channel to the easterly end of the above described line (which line runs E 16° 46' 24" S).

Containing about one hundred fifteen thousand and twenty (115,020) square feet of dry land.

Being the same premises conveyed to Whitman Development Corp. by deed of Riverside Development Corp. dated June 20, 1950 and recorded in Bristol County S.D. Registry of Deeds, book 988, page 15.

Subject to restrictions of record insofar as the same are now in force and applicable.

Dec. 6/30/59
1257-46

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

1105 220

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 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 come due, and the 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 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 covenant s 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 money arising from the sale of the land; that from the money arising from said sale

BRISTOL COUNTY REGISTRY OF DEEDS
SOUTH DISTRICT

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 as taxes thereon;

IN WITNESS WHEREOF the Whitman Development Corp. has caused its corporate name to be signed and its corporate seal to be hereunto affixed by Manuel F. Avila its Treasurer thereunto duly authorized

~~[illegible]~~

~~WITNESS~~ this 16th day of January in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of

Dorris Cowell Howes

Whitman Development Corp.
By
Manuel F. Avila
Treasurer

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 16th 1954

Then personally appeared the above-named Manuel F. Avila, Treasurer and acknowledged the foregoing instrument to be the free act and deed, Whitman Development Corp.

Dorris Cowell Howes
Notary Public

Before me,

My commission expires Nov. 22nd 1957

BRISTOL CO REGISTRY OF DEEDS SOUTH DIST

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

1105 222

I, George C. Souza, being the duly elected and qualified Clerk of the Whitman Development Corp. do hereby certify that at a duly called meeting of the Board of Directors of said Corporation held on January11, 1954 at which a quorum was present and voted affirmatively throughout and at a duly called meeting of all of the stockholders, representing all of the outstanding shares of stock of every class held on January 11, 1954, it was affirmatively

VOTED: That the Corporation borrow FIFTY FIVE THOUSAND ($55,000) DOLLARS from the New Bedford Institution for Savings payable within ten (10)years, with monthly payments on account of principal and interest of FIVE HUNDRED FIFTY SIX and 87/100 ($556.87) DOLLARS, with interest payable at the rate of four (4%) per cent annually, and that said corporation give its corporate note in the amount above named and upon said terms and as security for the same that the corporation give a mortgage to said bank in said amount and in such form and upon such terms as is required by said bank covering the corporate real estate in New Bedford and located on the southeast corner of Riverside Avenue and Coffin Avenue, that the Treasurer, Manuel F. Avila, be authorized to sign said note and mortgage in behalf of said corporation and to execute any and all other written instruments or papers required,

I further certify that Manuel F. Avila is the duly elected and qualified Treasurer of said Corporation.

I further certify that there are no provisions of the by-laws to which said vote is contrary and that said vote has neither been amended, revoked, nor altered.

Clerk of the Corporation

Attest:

BRISTOL COUNTY REGISTRY OF DEEDS

DUPLICATE.

ROSENBERG & ROSENBERG
ATTORNEYS AND COUNSELORS AT LAW
433 MASONIC BUILDING
356 PLEASANT STREET
NEW BEDFORD, MASSACHUSETTS

SOLOMON ROSENBERG
JACK M. ROSENBERG

TELEPHONE 2-3617
8-3263

January 9, 1954

SECRETARY OF COMMONWEALTH
CORPORATIONS AND TAXATION
RECEIVED
JAN 11 1954

Commissioner of Corporations & Taxation
State House
Boston 33, Massachusetts

Dear Sir:-

You are hereby notified pursuant to the provisions of General Laws, Chapter 83, Section 76, that Whitman Development Corp., a Massachusetts corporation, proposes to mortgage to the New Bedford Institution for Savings the land and buildings in New Bedford, Massachusetts, situate at the southeast corner of Coffin Avenue and Riverside Avenue, and bounded and described as follows:-

> Beginning at the Southeast Corner of Riverside Avenue and Coffin Avenue; thence Southerly in the Easterly line of Riverside Avenue 310 feet; thence East 16° 46' 24" South (true bearing) in a straight line to the channel of Acushnet River; beginning again at the South east corner of Riverside Avenue and Coffin Avenue; thence Easterly by the South line of Coffin Avenue to the channel of the Acushnet River; thence by said channel to the Easterly end of the above described line (which line runs East 16° 46' 24" South); containing about 115,020 square feet of dry land. Subject to restrictions of record so far as they are in force and applicable.

Being the same premises conveyed to Whitman Development Corp. by deed of Riverside Development Corp. dated June 20, 1950 and recorded in Bristol County (S.D.) Deeds; said mortgage to contain the usual covenants and being given to secure a note for $55,000 payable in ten (10) years with monthly payments of principal and interest of $558.87.

Very truly yours,

WHITMAN DEVELOPMENT CORP.

By its Attorney,

Solomon Rosenberg

SR/lb

Received & recorded Jan 18 1954 at 3 hrs. & 50 min. P. M.

BRISTOL COUNTY REGISTRY OF DEEDS
REGISTRY OF DEEDS
REGISTRY ONLY

1128-281
Rec. Release
10/5/55
1161-78
Dis 8/10/56
1191-335

1105 224 379

I, Lawrence Lamarre, married, of Westport, Plymouth 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 mortgage covenants to secure the payment of

FIFTEEN THOUSAND ($15,000.) Dollars

in 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, Bristol County, Commonwealth of Massachusetts, bounded and described as follows:

STARTING at a point on the east line of Tucker Road, said point being on a line two (2) feet south of south line of south cemetery wall located north of homestead house;

thence go S 64° 08' E thirty-three (33) feet along a line two (2) feet south of south line of said cemetery wall to a corner;

thence go N 81° 36' E, four hundred ninety-eight and 5/10 (498.5) feet partly along a line two (2) feet south of south line of said cemetery wall, partly along a line two (2) feet south of south line of stonewall belonging to said Wilbur, and partly by property of Emery Lewis to a corner; a point in center of wall separating this land from Joseph Pasell's;

thence go S 15° 58' E, seven hundred thirty-one (731) feet along said wall by said Pasell's property to a corner;

thence go S 75° 23' W, six hundred four and 5/10 (604.5) feet partly along base of old wall and partly along stonewall running westerly to a point in a wall running northerly, said point being the intersection of the center line of the westerly running wall projected through an opening and the center of the northerly running wall;

thence go N 9° 56' W, two hundred seventy-three (273) feet along last named wall to a corner; the intersection of two walls just south of the barn;

thence go about S 82° 33' W, one hundred thirty-seven (137) feet along the line of a stonewall to a corner, the intersection of two walls;

thence go N 11° 20' E, fifty-eight and 5/10 (58.5) feet along a stonewall to the south side of the second opening from last named corner in said wall;

thence go N 65° 18' W, two hundred forty-five and 5/10 (245.5) feet to point on east side of Tucker Road, said point being the intersection of wall just south of well house and east line of Tucker Road;

thence go N 33° 23' E, four hundred sixty-three and 5/10 (463.5) feet along east line of Tucker Road to point of beginning.

Containing approximately eleven and 9/10 (11.9) acres.

All the buildings existing nor are on this section.

Being part of the premises conveyed to us by deed of John G. Wilbur, et ux of even date to be recorded herewith.

CHARLESTON COUNTY S.C.
REGISTER OF DEEDS
PERTENANT 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 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 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 covenant s 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 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 premises; 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 price 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 amount hereunder received, whether in the nature of taxes and assessments now in force 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 as taxes thereon;

I, Rita C. Lamarre, wife of said grantor,

release to the mortgagee all rights of dower, ~~XXXXX~~ homestead and other interests in the granted premises.

WITNESS our hands and common seal this 18th day of January in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of

Rita C. Lamarre

Laurence Lamarre

BRISTOL COUNTY S.D.
REGISTRY OF DEEDS
PROVIDENCE ONLY

1105 226

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 24, 1958 Then personally appeared

the above-named Lawrence Lamarre and acknowledged the

foregoing instrument to be his free act and deed, before me—

Alfred Robert Crane Notary Public

My commission expires 7/18 to 58

Jan. 18, 1958 at 3 o'clock and 15 minutes

P. M. Received and entered with Bristol Co. (S.D.) Registry of Deeds, Libro 1105

Folio 226

Discharge 2/11/58

1105-226 350

I, Manuel F. Avila, married, of Little Crompton, Newport County, Rhode Island

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

FIFTY FIVE THOUSAND ($55,000.00) Dollars

in or within ten 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 New Bedford, Bristol County, Commonwealth of Massachusetts, bounded and described as follows:

of Whitman Development Corp.

NORTHERLY by Davis Street, two hundred ninety-six and 47/100 (296.47) feet;

EASTERLY by Church Street one hundred fifty-seven and 35/100 (157.35) feet;

SOUTHERLY by Collette Street two hundred ninety-two and 99/100 (292.99) feet;

WESTERLY by Old Colony Railroad location one hundred fifty-eight and 79/100 (158.79) feet.

Containing one hundred fifty-five (155) rods, more or less.

Being the same premises conveyed to me by deed of New Bedford Cotton Waste Co. dated March 5, 1940 and recorded in Bristol County S.D. Registry of Deeds, book 826, page 165.

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 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 come due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory conditions; the amount to be [illegible] shall be adjusted in November of each year based on the tax bill for that year, and upon the further condition that [illegible] 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 [illegible] becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the [illegible] of said principal sum immediately due and payable at the option of the holder hereof.

The mortgagor for the consideration aforesaid furthermore covenant s 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 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

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1105 228

and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale shall be paid to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagor, and shall 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 as taxes thereon;

I, Nettie G. Avila, being wife of said grantor,

release to the mortgagee all rights of dower, ~~XXXXX~~ homestead and other interests in the granted premises.

WITNESS our hands and common seal this 16th day of January in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of

Ruth C. Howes
by M.F.A.
+ M.F.A.

Nettie G. Avila
Manuel F. Avila

Commonwealth of Massachusetts

Bristol, ss.

New Bedford, January 16th 1954.

Then personally appeared the above-named Manuel F. Avila and acknowledged the foregoing instrument to be his free act and deed,

before me—

Ruth Anne Howes
Notary Public

My commission expires Nov. 22nd 1957

Rec'd 1 P. 1954, at 4 o'clock and 55 minutes P. M.
received and entered with Bristol Co. Registry of Deeds, Book 1125
folio 228

1105

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We, Jens G. Wilhelmsen and Kathleen M. Wilhelmsen, husband and wife, 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 covenants to secure the payment of

SEVENTY FIVE HUNDRED ($7,500.00) Dollars

in or within nineteen years, six 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 a point in the south line of Patton Street, distant easterly twenty-sixty-five (65) feet from the east line of Truman Avenue;

thence EASTERLY by said south line of Patton Street, seventy-five (75) feet to a corner;

thence SOUTHERLY by lot No. 61 on plan hereinafter mentioned, one hundred forty (140) feet to a corner;

thence WESTERLY by lot No. 57 on said plan, seventy-five (75) feet to a corner; and

thence NORTHERLY by lot No. 59 on said plan one hundred forty (140) feet to the said southerly line of Patton Street and point of beginning.

Being lot No. 60 on plan of Dartmouth Highlands, made and dated February 9, 1946, filed with Bristol County S.D. Registry of Deeds, Plan Book 36, Page 49.

Being the same premises conveyed to us by deed of Jack A. Olsen, et ux, dated January 3, 1954, recorded in said Registry, Book 1104, Page 344.

BRISTOL COUNTY (S.D.) REGISTRY OF DEEDS PROVIDENCE COUNTY

1105 220

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 S shall pay to the mortgagee monthly, if requested by the mortgagee, 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 come due, and the balance due thereon shall be paid by the mortgagor S 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 S 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 S 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 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

of the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the payment 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 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 18th day of January in the year one thousand nine hundred and fifty four.

Signed, sealed and delivered in presence of

Davis Cowell Howes
to both

Jens G. Wilhelmsen
Kathleen M. Wilhelmsen

Commonwealth of Massachusetts

New Bedford, January 18th 1954.

Then personally appeared the above-named Jens G. Wilhelmsen and acknowledged the foregoing instrument to be his free act and deed,

Davis Cowell Howes
Notary Public

Before me—

My commission expires Nov. 22nd 57

January 18, 1954, at 10 o'clock and 13 minutes P. M. received and entered with Bristol Co. S.D. Registry of Deeds, Book 1105 Page 229

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1105 232

We, Samuel M. Rosenfeld and Doris [illegible], husband and wife, and Theodore Cronin and Tillie Cronin, husband and wife, all 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 FIVE HUNDRED ($7,500.) Dollars

in or within fifteen years, ~~XXXXXXXXXX~~ 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 southeast corner of the lot to be mortgaged at a point in the west line of Mt. Pleasant Street distant therein one hundred eighteen and 28/100 (118.28) feet northerly from the nathline of Adams Street;

thence WESTERLY in line of land now or formerly of Florence Bourque ninety-two and 66/100 (92.66) feet;

thence NORTHERLY forty-four and 92/100 (44.92) feet to a stake;

thence EASTERLY in line of land now or formerly of George W. Fassell, ninety (90) feet to a stake in the west line of Mt. Pleasant Street; and

thence SOUTHERLY in said west line of Mt Pleasant Street forty-five (45) feet to the point of beginning.

Containing fifteen and 7/100 (15.07) square rods, more or less.

Being the same premises conveyed to us by deed of Adelard Bourassa, Trustee for Alice Bourassa, dated October 1, 1949, recorded in Bristol County S.D. Registry of Deeds, Book 972, Page 89.

REGISTER OF DEEDS
WORCESTER COUNTY

be and is a part of the realty, all portable or sectional buildings at any time placed upon said premises and all furnaces, 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 to 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 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 come due, and any balance due thereon shall be paid by the mortgagor 8 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 8 shall carry such insurance on the mortgaged premises for the benefit of the mortgagee in way from time to time 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 they become due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of the principal sum immediately due and payable at the option of the holder hereof.

The mortgagor 8 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 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

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of foreclosure 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 as taxes thereon;

We, the said grantors, being husbands and wives, 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 January in the year one thousand nine hundred and fifty four.

Signed, sealed and delivered in presence of

Lois Ann Howes
to all

Samuel M. Rosenfeld
Dora Rosenfeld
Theodore Crong
Tillie Crong

Commonwealth of Massachusetts

Bristol, ss.

New Bedford, January 20th 1954.

Then personally appeared the above-named Samuel M. Rosenfeld and acknowledged the foregoing instrument to be his free act and deed,

Before me—

Lois Ann Howes
Notary Public

My commission expires Nov. 22nd 1957

January 20 1954. at 2 o'clock and 07 minutes P M.
received and entered with Bristol Co. Reg. of Deeds, Book 1105
Fole 232

We, Samuel M. Rosenfeld and Doris Rosenfeld, 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

SEVEN THOUSAND ($7,000.) 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 northwest corner of Lot #10 on Plan hereinafter mentioned, said point being on the easterly line of Burns Street three hundred sixty (360) feet from the northeasterly corner of Allen Avenue and Burns Street;

thence SOUTHERLY ninety (90) feet along the easterly line of Burns Street to Lot #8 on said plan;

thence EASTERLY eighty-four and 71/100 (84.71) feet to the land now or formerly of Joseph and Mary S. Silveira;

thence NORTHERLY along the last named land and land of Gleason and Jessie Perry, eighty-nine and 92/100 (89.92) feet to Lot #10 on said Plan; and

thence WESTERLY eighty-two and 20/100 (82.20) feet along the northerly line of Lot #10 to the point of beginning.

Said land contains approximately twenty-seven and 56/100 (27.56) square rods.

Being Lot #9 on Plan of Land of Mary Oliveira Simas, made by W. F. Bauer, C. E., dated December 6, 1951, and duly recorded in Bristol County S. D. Registry of Deeds, Plan Book 44, Page 27.

Being the same premises conveyed to us by deed of Joseph E. [illegible] et ux dated December 9, 1953, recorded in said Registry, Book 1102,

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE ONLY

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

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 S shall pay to the mortgagee monthly, if requested by the mortgagee, in addition to all other payments hereinbefore set forth, an amount equal to one-twelfth (1/12th) of the last annual tax bill [illegible] said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall come due, and the balance due thereon shall be paid by the mortgagor S 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 S 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 S 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 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 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

of 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 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 January in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of

Dorothy Anne Howe
to both

Samuel M. Rosenfeld
Doris Rosenfeld

Commonwealth of Massachusetts

Bristol ss. New Bedford, January 20th 19 54.

Then personally appeared the above-named Samuel M. Rosenfeld and acknowledged the foregoing instrument to be his free act and deed,

before me—

Dorothy Anne Howe
Notary Public
My commission expires Nov. 22nd 1957

January 20 1954, at 2 o'clock and 37 minutes P. M. recorded and entered with Bristol S. D. Registry of Deeds, Book 1105 folio 235

238 BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

Discharge 8/3/72 1645-833

1105 238

FHA Form No. 3129 m (Revised January 1953)

341

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Albert Walker and Ellen Walker, husband and wife, of New Bedford, Bristol County, Commonwealth of Massachusetts, (hereinafter with their heirs, executors, administrators and assigns referred to as Mortgagor);

FOR CONSIDERATION PAID, GRANT unto New Bedford Institution for Savings

a corporation organized and existing under the laws of Commonwealth of Massachusetts, (hereafter with its successors and assigns referred to as Mortgagee);

WITH MORTGAGE COVENANTS to secure the payment of SEVENTY SEVEN HUNDRED - - - - - - - - - - - - - - - - - - Dollars ($ 7,700.), with interest from date, at the rate of four & one-half per centum (4½ %) per annum on the unpaid balance until paid, as provided in a note of even date herewith, said principal and interest being payable at the office of said bank in New Bedford, or at such other place as the holder may designate, in writing, in monthly installments of forty-eight and 74/100 Dollars ($ 48.74), commencing on the first day of March, 19 54, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February 19 74, and also to secure the performance of all covenants and agreements herein contained, a certain parcel of land with all the buildings and structures now or hereafter standing or placed thereon, situated in New Bedford, in the County of Bristol and Commonwealth of Massachusetts, bounded and described as follows:

BEGINNING at a point in the easterly line of Acushnet Avenue one hundred forty-seven and 45/100 (147.45) feet northerly from the intersection of the easterly line of Acushnet Avenue with the northerly line Randolph Street;

thence EASTERLY one hundred five and 22/100 (105.22) feet;

thence NORTHERLY forty-five (45) feet;

thence WESTERLY eighty-five (85) feet to a point in the easterly line of Acushnet Avenue; and

thence SOUTHWESTERLY in said easterly line of Acushnet Avenue forty-nine and 15/100 (49.15) feet to the point of beginning.

Containing fifteen and 76/100 (15.76) square rods, more or less.

Being lot #5 on plan of land of Fox Realty Co. dated July 18, 1925, filed in Bristol County S. D. Registry of Deeds, Plan Book 19, Page 53.

Being the same premises conveyed to us by deed of Leonard F. Reddy, et ux of even date to be recorded herewith.

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, shades, screen doors, storm doors and windows, oil burners, gas or electric refrigerators and all other fixtures of whatever kind and nature, 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.

1. The Mortgagor covenants that he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and, provided further, that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Mortgagee an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the Mortgagee upon its obligation to the Federal Housing Commissioner on account of mortgage insurance.

2. In order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, covenants to pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(a) If this mortgage and the note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

(b) A sum equal to the ground rents if any and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by the Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments, before the same become delinquent.

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;
(II) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
(III) interest on the note secured hereby; and
(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage; and the entire mortgage debt shall become due at the option of the holder hereof. The failure of the holder hereof to exercise this option or any other option given hereunder shall not be held to be a waiver of any of the terms hereof or of the note secured hereby. The Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the mortgaged premises, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

The Mortgagor covenants that he will keep the improvements now existing or hereafter erected on the said 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 may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee, instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

The Mortgagor further covenants and agrees not to commit, permit or suffer any waste, impairment or deterioration of the property or any part thereof, nor to use or permit the premises to be used for, or in violation of, any law or municipal ordinance or regulation or for any unlawful or improper purpose.

The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The Mortgagor agrees that 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.

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within thirty days from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the thirty days from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

This mortgage is upon the STATUTORY CONDITION, for any breach of which, or for any breach of any of the aforementioned provisions or conditions, the holder hereof shall have the STATUTORY POWER OF SALE.

AND for the said consideration, ~~I,~~ we the said grantors, being husband and wife, ~~wife of husband of~~ ~~said~~ hereby release unto the Mortgagee all rights of dower, homestead, curtesy and all other interests in the mortgaged premises.

WITNESS our hands and seal this 15th day of January, A. D. 1954.

Signed and sealed in the presence of—

A. Robert Crane — Albert Walker

[illegible] — Ellen Walker

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF BRISTOL } ss: New Bedford January 15, 1954.

Then personally appeared the above-named Albert Walker and acknowledged the foregoing instrument to be his free act and deed, before me,

Alfred Robert Crane
Notary Public.

my commission expires 7/16/56

Received & recorded Jan 15 1954, at 2 hrs. & 54 min. P. M.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

355

We, Henry Viens and Redwig Viens, husband and wife,

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

TWENTY FIVE HUNDRED ($2,500.) **Dollars**

XXXX

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

Including as part of the realty, all portable or sectional buildings at any time placed upon the premises and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, screens, storm doors, storm sash 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 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 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 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 mortgagor 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 shall become due and payable, together with interest on amounts so expended; in case the mortgagee's loans on mortgages of 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.

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 January 18th day of in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of

A Robert Crane

Lyell

Henry Viens

Sterling Viens

1105

Commonwealth of Massachusetts 1105 - 293

Bristol, ss. New Bedford, January 18 19

Then personally appeared the above-named Henry Viens

and acknowledged the foregoing instrument to be his free act and deed,

before me,

Notary Public

My commission expires 7/18/58

January 18 19 57, at 9 o'clock and 47 minutes A.M.

received and entered with Bristol S.D. Registry of Deeds, Book 1105

Page 291

Rec. 9/20/55

1159-155

357 1105-293

We, Kathryn E. Hesford and Thomas E. Ring, both being

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

THIRTY THREE HUNDRED ($3,300.) Dollars

xxx demandxxxxx xxxxx

SUFFOLK COUNTY REGISTRY OF DEEDS

1105 244

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 S 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 S 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 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, 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

1105 245

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 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 as taxes thereon.

I, James C. Hesford, husband of Kathryn E. Hesford, and
I, Emily Ring, wife of Thomas E. Ring

release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 16th day of January in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of

Ingrid Jarrett by J.C.H.
Raymond Wylie by K.E.H.
Dori Curtis Howes
to E.R., J.E.R.

Kathryn E. Hesford
James C. Hesford
Emily Ring
Thomas E. Ring

Commonwealth of Massachusetts

New Bedford, January 16th 19 54

Then personally appeared the above-named Thomas E. Ring and acknowledged the foregoing instrument to be his free act and deed,

before me—

Dori Curtis Howes
Notary Public
My commission expires Nov. 22nd 1957

Jan. 18, 1954, at 10 o'clock and 14 minutes P.M. received and entered with Bristol Co. (SD) Registry of Deeds, Book 1125 Page 243

BRISTOL COUNTY REGISTRY OF DEEDS
Rec
8/15/57
1225-366

1105 246 We, Emil Bellotti and Esther G. Bellotti, 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 in New Bedford in the County of Bristol in said Commonwealth, with mortgage covenants to secure the payment of

TEN THOUSAND ($10,000.) Dollars

~~as hereinafter~~ ~~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 said New Bedford, bounded and described as follows:

BEGINNING at the southeast corner thereof at a point in the north line of Jarry Street and the west line of Metcalf Street;

thence WESTERLY in the north line of Jarry Street, ninety-three (93) feet to a point;

thence NORTHERLY in a line parallel to Metcalf Street, eighty (80) feet to a point;

thence EASTERLY in a line parallel with Jarry Street, ninety-three (93) feet to a point in the west line of Metcalf Street;

thence SOUTHERLY in the west line of Metcalf Street to the point of beginning.

Containing approximately seven thousand four hundred four (7,444) square feet.

Being the same premises conveyed to us by deed of Hallie E. Wilbur, et uxof even date to be recorded herewith.

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 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 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 same 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 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 price for making said sale; to pay the mortgagee upon demand any amounts expended by it in the payment of any taxes, liens or assessments on the said premises or on the interest of the mortgagee therein, or on the debt hereby secured or on the interest hereby surrender received, whether in the nature of taxes and assessments now in being or not, when the same may be demanded and payable, together with interest on amounts so expended; in case the mortgagee's form on mortgages on real estate be 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 19th day of January in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of

A. Robert Crane

Eric Beretti

Esther H. Beretti

248

1105 248

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 17, 1956.

Then personally appeared the above-named Emil Bellotti

and acknowledged the foregoing instrument to be his free act and deed,

before me,

Notary Public

My commission expires 7/18 1958

January 19 1956, at 9 o'clock and 25 minutes A.M.

received and entered with Bristol Co. (S.D.) Registry of Deeds, Libro 1105

folio 246

1105-248

436

We, James H. Tripp and Mary J. Tripp, otherwise known as Mary L. Tripp, 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

FORTY ONE HUNDRED ($4100.00) Dollars

payable as provided

in our note of even date, and also to secure the performance of all agreements herein contained, the land with buildings thereon situated in said New Bedford, bounded and described as follows:

Being Lot #105 on plan of land of Jonathan Bourne Estate, filed in Bristol County S.D. Registry of Deeds, plan book 11, page 34;

BEGINNING at the northeast corner thereof at a point in the west line of Jonathan Street distant southerly therein from the south line of Union Street one hundred sixty-five (165) feet;

thence SOUTHERLY in said west line of Jonathan Street, forty (40) feet to Lot #104 on said plan;

thence WESTERLY in line of last named lot, seventy-five (75) feet to Lot #121 on said plan;

thence NORTHERLY in line of last named lot forty (40) feet to Lot #106 on said plan;

thence EASTERLY in line of last named lot seventy-five (75) feet to a point in the said west line of Jonathan Street and place of beginning.

Containing eleven and 2/100 (11.02) square rods, more or less.

Being the same premises conveyed to us by deed of Peter J. Riley, Trustee dated March 2, 1917 and recorded in Bristol County S.D. Registry of Deeds, book 441, page 142.

REGISTER OF DEEDS
PERSONAL COPY

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 S 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 S for the consideration aforesaid furthermore covenant — with the mortgagee as follows:— to pay the amount of the promissory note of 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 [illegible] or fitting connected or used in connection therewith, or any property hereinbefore referred to, without first [illegible] consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be [illegible] mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of [illegible] the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the [illegible] 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 [illegible] and payable, together with interest on amounts so expended; in case the mortgagee's loans on mortgages on [illegible] are not exempt from taxation on the amount of its deposits to pay said mortgagee the same percentage on the [illegible] as it shall from time to time be required to pay as taxes thereon. The mortgagors also [illegible] 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 January in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of

[illegible]

[illegible]

James H. Tripp

Mary L. Tripp

250
BRISTOL COUNTY
REGISTRY OF DEEDS
PROVIDENCE, R.I.

1105 250 **Commonwealth of Massachusetts**

Bristol, ss. New Bedford, January 20, 1954

Then personally appeared the above-named James H. Tripp

and acknowledged the foregoing instrument to be his free act and deed,

before me

Notary Public

My commission expires 7/10/1958

January 20, 1954, at 3 o'clock and 8 minutes P. M.

received and entered with Bristol Co. Registry of Deeds, Libro 1105

folio 248

1105-250 311

We, Rodolphe R. Brabant and Jeannette Brabant, husband and wife,

of Westport, Bristol County, Massachusetts

~~xxxxxxxxxx~~, for consideration paid, grant to Mercantile Investment Corp., a corporation duly established by law and having its principal place of business in Fall River in said Bristol County,

~~xfx~~

with ~~mortgage covenants~~, to secure the payment of -

- - - - - - - - - -One Thousand ($1,000) - Dollars

~~xx~~ ~~yearly~~ ~~xxxxxxxxxxxxxxxxxxxxxxxx~~ payable

~~xxxxxxxxxxx~~

as provided in our note of even date,

the land in said Westport, with all buildings and improvements thereon, bounded and described as follows:-

~~xxxxxxxxxxxxxxxxxxxx~~

FIRST PARCEL: Lots designated as #120, #121, #161, and #162 on plan of land entitled "Hill Crest", in Westport, prepared by Frank M. Metcalf, C.E., filed in Bristol County South District Registry of Deeds, Plan Book 14, page 52, said four (4) lots taken together being bounded and described as follows:-

NORTHERLY by Cottage Street;
EASTERLY by Lots #122 and #163 on said plan;
SOUTHERLY by Maple Street; and
WESTERLY by Lots #160 and #119 on said plan.

SECOND PARCEL: Lots designated as #119 and #160 on said plan of "Hill Crest" above described.

THIRD PARCEL: Lots designated as #117, #118, #158 and #159 on said plan of "Hill Crest" above described.

This mortgage is given subject to a prior mortgage to Fall River Five Cents Savings Bank in the original amount of $4,500. on lots #117, #118, #119, #120 and #161 hereinabove described.

Being the same premises conveyed to Rodolphe R. Brabant et ux by Aime J. Marchal et ux by deed dated December 23, 1952, and recorded in Bristol County South District Registry of Deeds, Book 1072, page 3.

This mortgage is upon the statutory condition, 1105 251

for any breach of which the mortgagee shall have the statutory power of sale.

Rodolphe R. Brabant and Jeannette Brabant, husband and wife ~~mortgagor~~,

release to the mortgagee all rights of tenancy by the curtesy and dower and homestead and other interests in the mortgaged premises.

Witness our hands and seals this fourteenth day of January, 19 54

Rodolphe R. Brabant

Jeannette Brabant

The Commonwealth of Massachusetts

BRISTOL ss. Fall River, January 14, 19 54

Then personally appeared the above-named Rodolphe R. Brabant and Jeannette Brabant and acknowledged the foregoing instrument to be their free act and deed, before me

Louis A. Morvitz, ~~Justice of the Peace~~ Notary Public

My commission expires August 6, 19 60

Received & recorded Jan. 14, 1954, at 9 hrs. & 11 min. A.M.

252
BRISTOL COUNTY REGISTRY OF DEEDS
REVIEWED
Ex Tax Lien
10-4-85
1937-420

312

I, Antone Ferreira,

of New Bedford, Bristol County, Massachusetts,

for consideration paid, grant to

Jose Carreiro, married, residing in Dartmouth in said County of Bristol, and his wife, Marie Carreiro, as tenants by the entireties,

with quitclaim covenants

the land in said Dartmouth, bounded and described as follows:

[Description and encumbrances, if any]

Beginning at the southwesterly corner thereof at a point in the easterly line of Ashley Street distant northerly therein 187.80 feet from the northerly line of Rogers Street; thence northerly in said east line of Ashley Street 105 feet to land now or formerly of one Sylvia; thence easterly along last named land 87 feet to land now or formerly of said Sylvia; thence southerlyand parallel with Ashley Street 105 feet to land now or formerly of said Sylvia; and thence westerly and parallel with said Rogers Street 87 feet to the place of beginning. Containing 33.54 square rods, more or less.

Being the same premises conveyed to me by John T. Barrows, Jr. by deed of even date to be herewith recorded in Bristol County (S.D.) Registry of Deeds.

Said premises are conveyed subject to a mortgage to John T. Barrows et ux. of even date given for $1000.

This deed is given simultaneously with the giving of said deed by said Barrows to me and the consideration for said Barrows deed to me was paid by the grantee herein.

release to said grantee all right of homestead by the laws of the Commonwealth and other interests therein.

Witness my hand and seal this sixteenth day of November 1936

Antone Ferreira

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, November 16, 1936.

Then personally appeared the above named Antone Ferreira

and acknowledged the foregoing instrument to be his free act and deed, before me

William R. Fiske
Notary Public

My commission expires Nov. 23, 1939.

Received & recorded Jan. 15 1954, at 9 hrs. & 27 min. A.M.

BRISTOL COUNTY REGISTRY OF DEEDS REVIEWED

We, John T. Barrows and Evelyn E. Barrows, husband and wife, both of New Bedford, Bristol County, Massachusetts, holders of a mortgage given by Antonio Ferreira to us dated November 16, 1936 and recorded in Bristol County (S.D.) Registry of Deeds in book 784 on page 550 acknowledge satisfaction of the same.

Witness our hands and seals September 5, 1941.

John T. Barrows

Evelyn E. Barrows

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. New Bedford, September 5, 1941.

Then personally appeared the above named John T. Barrows and acknowledged the foregoing instrument to be his free act and deed, before me

William R. Cuddy

Notary Public
My commission expires Nov. 15, 1946.

Received & recorded Jan. 15, 1959, at 9 hrs. & 25 min. A.M.

BRISTOL COUNTY (S.D.) REGISTRY OF DEEDS PROVIDENCE COUNTY

1105 254 314

I, Adelia C. Hamburges, married,
of Dartmouth, Bri
~~being unmarried,~~ for consideration paid, grant to
Jose Carreiro and Maria Carreiro, husband and wife, both of
said Dartmouth as joint tenants and not by the entireties.
~~of~~ with QUITCLAIM COVENANTS ~~with warranty covenants~~
all my right, title and interest in and to
~~the land in~~ New Bedford in said Bristol County with buildings, bounded
and described as follows:

~~[Description and encumbrances, if any]~~

Beginning at the southwesterly corner thereof at the intersection of the north line of Scott Street and the east line of Grapo Street; thence northerly in said east line of Grapo Street 81.51 feet; thence easterly 74.07 feet to land now or formerly of William J. Robert; thence southerly in line of last named land 80 feet to said north line of Scott Street; and thence westerly in said north line of Scott Street 89.88 feet to the point of beginning.

Being Lots No. 15 and 16 on plan of Bullock Estate filed in Bristol County (S.D.) Registry of Deeds in plan book on page 4.

Hereby conveying the same premises conveyed to me by Luis Leiras et ux. by deed dated May 2, 1952 and recorded in said Registry of Deeds in book 1049 on page 91.

I, Joseph Hamburges, husband / wife of said grantor,

release to said grantee all rights of tenancy by the curtesy / dower and homestead and other interests therein.

Witness our hands and seal this thirteenth day of January 19 54

Adelia C. Hamburges

Joseph Hamburges

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 13, 1954.

Then personally appeared the above named Adelia C. Hamburges

and acknowledged the foregoing instrument to be her free act and deed, before me

William R. Freitas
Notary Public — Justice of the Peace
William R. Freitas
My Commission expires Dec. 17, 1960.

Received & recorded Jan. 15, 1954, at 9 hrs. & 29 min. A. M.

B. M. C. Durfee Trust Company, a banking corporation, of Fall River, Bristol County, Massachusetts,

the holder of a mortgage by

George Beaudoin and Lillian Beaudoin

to it

dated March 6, 1952

recorded with Bristol So. So.Dist.Reg.of Deeds, Book 1043 Page 201

for consideration paid, release to George Beaudoin and Lillian Beaudoin

all interest acquired under said mortgage in the following described portions of the mortgaged premises situate in Westport, bounded and described as follows:

Beginning at a point on the easterly side of Sanford Road at the northeasterly corner of the land to be described and at the southwesterly corner of Lot #33 on Plan hereinafter referred to, thence running easterly by said Lot #33, One Hundred Fifty (150) feet to Lot #64 on said Plan; thence running southerly by said Lot #64, Two (2) feet to a stake; thence running westerly One Hundred Fifty (150) feet to a stake in the easterly line of said Sanford Road and thence running northerly by said Sanford Road Two (2) feet to the point of beginning, containing Three Hundred (300) square feet of land more or less, and being the northerly two (2) feet of Lot #63 on Plan of Borden Acres situated in Westport, Massachusetts, surveyed for J. Douglas Borden by Samuel H. Corse May 24, 1949, and recorded with Bristol County South District Registry of Deeds, Plan Book 40, Page 54.

In witness whereof, the said B. M. C. Durfee Trust Company has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by H. R. Betagh its Treasurer this 13th day of January A. D. 19 54.

Attest: Harry R. Hubert
Assistant Treasurer

B. M. C. DURFEE TRUST COMPANY
by H. R. Betagh
Treasurer

The Commonwealth of Massachusetts

Bristol, ss. Fall River, January 13 1954.

Then personally appeared the above named H. R. Betagh, Treasurer and acknowledged the foregoing instrument to be the free act and deed of B. M. C. Durfee Trust Company,

before me Ella Thompson
Notary Public — Justice of the Peace

My commission expires 5 Feb 1957

Received & recorded Jan 15 1954, at 10 Hrs. & 9 min. A. M.

BRISTOL COUNTY, SS.
REGISTRY OF DEEDS
PREVIEW ONLY

WE, GEORGE BEAUDOIN AND LILLIAN BEAUDOIN, husband and wife,

of Westport, Bristol County, Massachusetts,

~~XXXXXXXXXX~~, for consideration paid, grant to ROLAND BEAUDOIN AND AURORE L. BEAUDOIN, husband and wife, jointly, to them and the survivor of them,

of said Westport,

with ~~warranty~~ covenants

the land in Westport, bounded and described as follows:
[Description and encumbrances, if any]

Beginning at a point on the easterly side of Sanford Road at the northeasterly corner of the land to be described and at the southwesterly corner of Lot #33 on Plan hereinafter referred to, thence running easterly by said Lot #33, One Hundred Fifty (150) feet to Lot #54 on said Plan; thence running southerly by said Lot #54, Two (2) feet to a stake; thence running westerly One Hundred Fifty (150) feet to a stake in the easterly line of said Sanford Road and thence running northerly by said Sanford Road Two (2) feet to the point of beginning, containing Three Hundred (300) square feet of land more or less, and being the northerly Two (2) feet of Lot #53 on Plan of Borden Acres situated in Westport, Massachusetts, surveyed for J. Douglas Borden by Samuel H. Corse May 24, 1949, and recorded with Bristol County South District Registry of Deeds, Plan Book 40, Page 54.

Being a portion of the same premises conveyed to us by deed of Manuel Mendes and Helen Mendes dated March 28, 1951, recorded with said Registry of Deeds, Book 1014, Page 200, to which reference is hereby made. Reference is also made to correcting deed of Manuel Mendes and Helen Mendes to us dated June 4, 1951, recorded in said Registry of Deeds, Book 1020, Page 151.

As part of the consideration for this conveyance the grantors herein hereby release and quitclaim to the grantees all their right, title and interest in and to a certain well described in an agreement between these grantors and these grantees dated November 5, 1953, recorded in said Registry of Deeds, Book 1100, Page 91, together with all rights, privileges and easements to the use and enjoyment of the waters from said well and together with the right to enter upon the land of the said grantees for the purpose of repairing, maintaining and developing the same and including the right to lay and maintain pipes, easements and valves, it being the intention herein to relinquish and terminate any and all rights of whatever nature granted to these grantors in connection with the aforesaid agreement.

NO REVENUE STAMPS REQUIRED.

BRISTOL COUNTY, SS.
REGISTRY OF DEEDS
PREVIEW ONLY

1105

1105 257

I, Lillian Beaudoin, wife of George Beaudoin, and I, George Beaudoin, husband of Lillian Beaudoin,

release to said grantee all rights of tenancy by the curtesy, dower and homestead and other interests therein.

Witness our hands and seals this 13th day of January 1954.

George Beaudoin

Lillian Beaudoin

Signed in the presence of

Allen Thompson Jr Atty

The Commonwealth of Massachusetts

Bristol, ss. Fall River, January 13 1954

Then personally appeared the above named George Beaudoin and Lillian Beaudoin

and acknowledged the foregoing instrument to be their free act and deed, before me

Allen Thompson

Notary Public

My commission expires 8 Feb. 1957

Received & recorded Jan. 18, 1954, at 11 hrs. & 9 min. A.M.

1105 - 257

320

Mt. Vernon Co-operative Bank holder of a mortgage

from Charles U. Riendeau and Gladys G. Riendeau

May 8, 1953

recorded with Bristol South District County Registry of Deeds

Book 1083, Page 228, acknowledges satisfaction of the same

Witness hand and seal this day of

IN WITNESS WHEREOF, Mt. Vernon Co-operative Bank has caused this instrument to be signed, sealed, acknowledged and delivered by S. Philip Gomes, its Treasurer, thereunto duly authorized, this 13th day of January, 1954.

MT. VERNON CO-OPERATIVE BANK

By S. Philip Gomes

Treasurer

BRISTOL COUNTY SOUTH DISTRICT REGISTRY OF DEEDS PROVIDENCE, R.I.

258

1105 258

The Commonwealth of Massachusetts

Suffolk, ss. December 13, 1954

Then personally appeared the above-named S. Philip Cooper

and acknowledged the foregoing instrument to be the free act and deed of

MT. VERNON CO-OPERATIVE BANK

before me

Nathalie Rosenberg-Lowry Public

My Commission Expires May 5, 1958

Received & recorded Dec. 15, 1954, at 10 hrs. & 13 min. A.M.

317

1105-258

Know all Men by these Presents,

That we, ROLAND BEAUDOIN AND AURORE L. BEAUDOIN, husband and wife,

of Westport

of Fall River, Bristol County, Massachusetts, ~~being unmarried~~, for consideration paid, grant to the B. M. C. Durfee Trust Company, a corporation established under the laws of the Commonwealth of Massachusetts, with *MORTGAGE COVENANTS* to secure the payment of

ONE DOLLAR AND OTHER SUFFICIENT CONSIDERATION

in ~~xx months~~

as provided in ~~note of even date herewith~~

and also to secure the performance of all agreements herein contained

the land in said Westport, bounded and described as follows:

Beginning at a point on the easterly side of Sanford Road at the northeasterly corner of the land to be described and at the southwesterly corner of Lot #33 on Plan hereinafter referred to; thence running easterly by said Lot #33, One Hundred Fifty (150) feet to Lot #64 on said Plan; thence running southerly by said Lot #64, Two (2) feet to a stake; thence running westerly One Hundred Fifty (150) feet to a stake in the easterly line of said Sanford Road and thence running northerly by said Sanford Road Two (2) feet to the point of beginning, containing Three Hundred (300) square feet of land more or less, and being the northerly Two (2) feet of Lot #63 on Plan of Borden Acres situated in Westport, Massachusetts, surveyed for J. Douglas Borden by Samuel H. Corse May 24, 1949, and recorded with Bristol County South District Registry of Deeds, Plan Book 40, Page 54.

Being the same premises conveyed to us by deed of George Beaudoin et ux, of even date herewith, to be recorded herewith, to which reference is hereby made.

This mortgage is given as additional security for a note and mortgage given by these grantors to the B. M. C. Durfee Trust Company dated May 27, 1952, recorded in said Registry of Deeds.

Including as a part of the realty all portable or sectional buildings, heating apparatus, plumbing, ranges, mantels, 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 we hereby agree that in case the Grantee's loan on this mortgage is not exempt from a State Tax, said Grantors 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 soever 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 Grantee 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 mortage 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 refunded the mortgagors, for any breach of which the *MORTGAGEE* shall have the *STATUTORY POWER OF SALE*.

And for the said consideration, I, Aurore L. Beaudoin, wife of Roland Beaudoin, and I, Roland Beaudoin, husband of Aurore L. Beaudoin,

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 hand and seal this 13th day of January 1954

Signed and sealed in the presence of

Ethel Mellen To 2B

Roland Beaudoin
Aurore L. Beaudoin

Commonwealth of Massachusetts

BRISTOL ss. Fall River Jan. 13 1954

Then personally appeared the above-named Roland Beaudoin and acknowledged the above instrument to be his free act and deed.

Before me

Allen Thompson
Notary Public

My commission expires 8 Oct. 1957

BRISTOL ss. June 2 1954

at 1:15 o'clock P. M.

Received and recorded in Bristol County, Fall River District Registry of Deeds.

Lib. 1115 Fol. 258

BRISTOL COUNTY SOUTH REGISTRY OF DEEDS PROVIDENCE, R.I.

also known as Roland A. Beaudoin

WE, ROLAND BEAUDOIN AND AURORE L. BEAUDOIN, husband and wife,

of Westport, Bristol County, Massachusetts,

~~MAY KNOW ALL MEN BY THESE PRESENTS~~ for consideration paid, grant to VINCENT M. NANNI and LOUISE NANNI

husband and wife, jointly to them and the survivor of them,

of Fall River, Bristol County, Massachusetts

with ~~warranty covenants~~

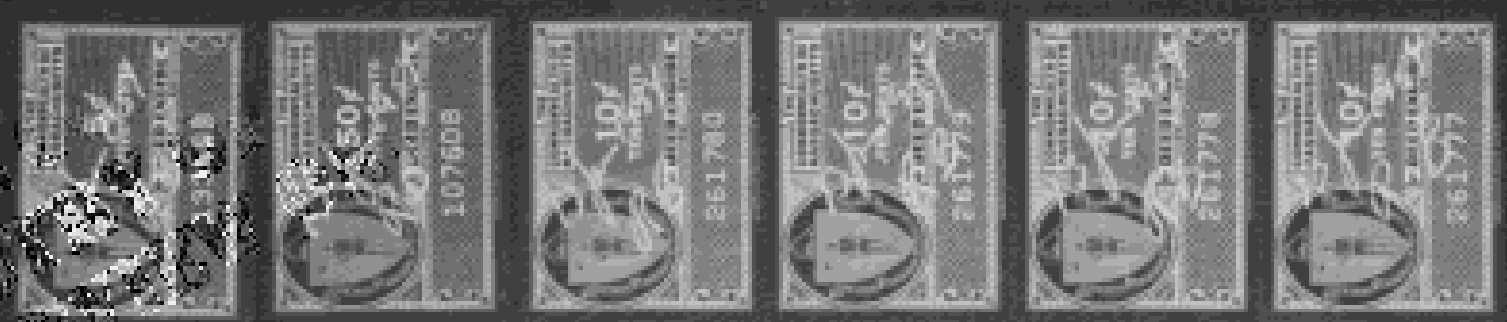
the land in said Westport, bounded and described as follows:
[Description and encumbrances, if any]

Beginning at the northwest corner of the lot to be conveyed, at the southeast corner of the intersection of Sanford Road and B Drive as shown on a plan hereinafter referred to; thence running easterly by said B Drive One Hundred Fifty (150) feet to Lot Number 34 on said Plan; thence turning and running southerly by said lot #34 and by a portion of Lot #64 on said Plan One Hundred Three and 96/100 (103.96) feet; thence turning and running westerly by land now or formerly of George Beaudoin et ux and by the southerly portion of Lot #63 on said Plan One Hundred Fifty (150) feet to said Sanford Road; and thence running northerly by said Sanford Road One Hundred Three and 96/100 (103.96) feet to the point of beginning, containing Fifty-six and 727/1000 (56.727) square rods of land more or less and being Lots #32 and #33and the northerly two (2) feet of Lot #63 on plan of Borden Acres situated in Westport, Massachusetts, surveyed for J. Douglas Borden by Samuel H. Corse May 24, 1949, and recorded with Bristol County South District Registry of Deeds, Plan Book 40, Page 54.

Being the same premises conveyed to us by deed of Paul C. Reilly et ux, dated May 19, 1950, recorded in said Registry of Deeds, Book 985, Page 405, to which deed and plan reference is hereby made, and also by a deed fromGeorge Beaudoin et ux to us, of even date herewith, to be recorded herewith.

This conveyance is made subject to a mortgage from these grantors to B. M. C. Durfee Trust Company, dated May 27, 1952, recorded in said Registry of Deeds, on which there is now due the sum of $ 6471.30 which the grantee by the acceptance of this deed hereby assumes and agrees to pay. See also mortgage given by these grantors to the B. M. C. Durfee Trust Company as additional security, of even date herewith, to be recorded herewith.

This conveyance is made subject to taxes of the Town of Westport for the year 1954 which the grantee hereby assumes and agrees to pay.



I, Aurore L. Beaudoin, wife of Roland Beaudoin, and I, Roland Beaudoin, husband of Aurore L. Beaudoin,

release to said grantee all rights of tenancy by the curtesy, dower and homestead and other interests therein.

Witness our hands and seals this 13th day of January 1954.

Roland A. Beaudoin
Aurore L. Beaudoin

M. Isabel Mullin to A.L.B.

The Commonwealth of Massachusetts

Bristol, ss. Fall River, January 13 1954

Then personally appeared the above named Roland Beaudoin

and acknowledged the foregoing instrument to be his free act and deed, before me

Notary Public

My commission expires 1957

Received & recorded Jan. 15, 1954, at 12 hrs. 5 m. A.M.

324

1105-261

We, Mary Perry of New Bedford, Massachusetts and Joseph Cabral of Providence, Rhode Island

holders of a mortgage

Manuel C. Rebeiro et ux

dated January 23, 1953

recorded with Bristol County (S. D.) Registry of Deeds

Book 1074, Page 94, acknowledge satisfaction of the same

Witness our hands and seals this 15th day of January 1954.

Mary Perry
Joseph Cabral

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

1105 262 The Commonwealth of Massachusetts

Bristol ss. January [illegible] 1954

Then personally appeared the above named Mary Perry and Joseph Perry

and acknowledged the foregoing instrument to be their free act and deed

before me,

Edward J. Hanrahan Jr.
Notary Public — Justice of the Peace

My commission expires Dec. 14, 1956.

Received & recorded Jan. 18, 1954, at 11 hrs. & 27 min. A.M.

1105-262

321

KNOW ALL MEN BY THESE PRESENTS that I,

MARY M. DODGE, widow,

of Dartmouth, Bristol County, Massachusetts

~~Commonwealth~~, for consideration paid, grant to SHIRLEY M. GIFFORD

of New Bedford, in said County and Commonwealth,

with quitclaim covenants, all my right, title and interest in and to the land in Fairhaven, bounded and described as follows:

(Description and encumbrances, if any)

Beginning at the northwesterly corner of the premises to be conveyed at a point 1089 feet easterly from a point in the east line of Sconticut Neck Road ;

thence running easterly 535 feet to a corner;

thence running southerly 424 feet to a corner;

thence running westerly 532.32 feet to a corner;

thence running northerly 430 feet to the point of beginning.

Containing 5 acres, more or less.

For title, see Probate File No. 73846.

Being Lot 25 on Plot 29 of the Assessors Plan for the Town of Fairhaven for the year 1945.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

1105

husband
wife of each grantor

xxxxxx xxxxx

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

1105 264

Commonwealth of Massachusetts

Bristol, ss. Fairhaven, Mass. [illegible] 19[illegible]

Then personally appeared the above-named [illegible] Treasurer and acknowledged the foregoing instrument to be the free act and deed of said Fairhaven Institution for Savings

before me

[illegible] Notary Public

My commission expires 7/15 19 55

4-25-52-500-V

Received & recorded Jan. 15, 1954, at 11 hrs. 8 27 min. A.M.

1105-264

322

KNOW ALL MEN BY THESE PRESENTS that we,

PAUL L. KNIPE widower of Fairhaven, in the County of Bristol and Commonwealth of Massachusetts, and FREDERIC O. KNIPE of Tucson, Arizona,

~~as~~ County, Massachusetts

~~being unmarried~~ for consideration paid, grant to SHIRLEY M. GIFFORD

of New Bedford, in said County of Bristol and Commonwealth of Massachusetts,

with ~~quitclaim covenants~~, all our right, title and interest in and to the land in Fairhaven, bounded and described as follows:

(Description and encumbrances, if any)

Beginning at the northwesterly corner of the premises to be conveyed at a point 1089 feet easterly from a point in the east line of Sconticut Neck Road;

thence running easterly 535 feet to a corner;

thence running southerly 424 feet to a corner;

thence running westerly 532.32 feet to a corner;

thence running northerly 430 feet to the point of beginning.

Containing 5 acres, more or less.

For title, see Probate File No. 73846.

Being Lot 25 on Plot 29 of the Assessors Plan for the Town of Fairhaven for the year 1945.

1105

1105

I, MAURINE KNIPE,

FREDERIC O. KNIPE,

release to said grantee all rights of ~~xxxxxx by the marxxxx~~ dower and homestead and other interests therein.

Witness our hand s and seals this 6th day of January, 19 54.

Laura Blackall

Antoinette H Carlson

Maurine Knipe
MAURINE KNIPE

Frederic O. Knipe
FREDERIC O. KNIPE

Paul Knipe
PAUL KNIPE

NO STAMPS REQUIRED

State of Arizona ~~The Commonwealth of Massachusetts~~
County of Pima ss. January 6th 19 54

Then personally appeared the above-named FREDERIC O. KNIPE

and acknowledged the foregoing instrument to be his free act and deed, before me

Laura Blackall
NOTARY PUBLIC

My Commission Expires Dec 8th 1954

Certificate of Magistracy

STATE OF ARIZONA
COUNTY OF PIMA } ss.

I, Grayce Gibson O'Neill, Clerk of the Superior Court of the State of Arizona, in and for the County of Pima, which is a court of record, having a seal, do hereby certify that James Blackall

Whose name is subscribed to the Certificate of the Proof or Acknowledgment of the Annexed Instrument and thereon written was, at the time of taking such proof or acknowledgment, a notary public in and for said county, residing therein, duly commissioned and sworn, and authorized by the laws of the State of Arizona to take acknowledgments or proofs of deeds or conveyances for lands, tenements or hereditaments in said state to be recorded therein. And further that I am well acquainted with the handwriting of said notary public, and verily believe the signature to said certificate of proof or acknowledgment is genuine; that the seal affixed by said notary public is the seal which he is authorized to use and that the same is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Superior Court on this 6 day of January 1954

Grayce Gibson O'Neill
Clerk of the Superior Court of the State of Arizona, in and for the County of Pima.

1105 266 LOUISE NANNI, and

We,/VINCENT M. NANNI, of Fall River, Bristol County, Massachusetts, for consideration paid, grant to GEORGE BEAUDOIN and LILLIAN BEAUDOIN, husband and wife, of Westport, Bristol County, Massachusetts, their heirs and assigns, the right, privilege and easement to draw water from a certain artesian well located upon land of this grantor and being Lots #32, #33 and the northerly Two (2) feet of Lot #63 on Plan of Borden Acres situated in Westport, Massachusetts, surveyed for J.Douglas Borden by Samuel H. Corse May 24, 1949, and recorded with Bristol County South District Registry of Deeds, Plan Book 40, Page 54, together with the right to connect, lay and maintain the necessary pipes, easements and valves to connect the same to the premises of the said grantees situate upon the remaining portion of said Lot #63 and to enter upon the grantor's premises in a reasonable manner from time to time for the purpose of repairing and maintaining said well, pipes, easements and valves. PROVIDED, HOWEVER, that all rights and interests created hereunder shall terminate one year from the date hereof in any event, and PROVIDED further that all such rights and interests shall terminate automatically prior to the expiration of said period of one year upon completion by the said grantees of an artesian well together with necessary pipe connections on the premises owned by them and adjoining the grantor's premises on the south, the same being the aforesaid remaining portion of said Lot #63 upon the aforesaid plan.

I, LOUISE NANNI, wife of said grantor, release to said grantees all rights of dower and homestead and other interests therein.

IN WITNESS WHEREOF the parties have hereunto set their hands

and common seal this thirteenth day of January, 1954.

Ella Thompson ::: Vincent M. Nanni
by Ella. ::: Louise Nanni
:::
:::

COMMONWEALTH OF MASSACHUSETTS

Bristol,ss. Fall River, January 13, 1954.

Then personally appeared the above named Vincent M. Nanni and acknowledged the foregoing instrument to be his free act and deed, before me

Ella Thompson
NOTARY PUBLIC.

My commission expires: 8 Feb. 1957

Received & recorded Jan. 15, 1954, at 11 hrs. & 11 min. A.M.

330

1105-267

The NEW BEDFORD CO-OPERATIVE BANK, holder of a mortgage from Albert J. Enos and Ora Y. Enos dated April 26, 1950 recorded with Bristol County S. D. Registry of Deeds, Book 965 Page 552-553

Eugene F. Phelan 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 15th day of January 1954

NEW BEDFORD CO-OPERATIVE BANK

By Eugene F. Phelan Treasurer.
Eugene F. Phelan

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

1105 268

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. January 15, 1956

Then personally appeared the above-named Eugene F. Tavares 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
Notary Public

My commission expires June 7th 19 58

Received & recorded Jan 15 1956 at 1 PM & 10 min. P.M.

329

2512 Mass (43) C.Pereira

1105-268

MASSACHUSETTS
Federal Land Bank
Form 21-36 (Revised 11-1-48)

We, Rudolph Carreiro and Lillian I. Carreiro, husband and wife, as tenants by the entirety, and Manuel J. Carreiro, widower, as life tenant,

of Westport, Bristol County, Massachusetts, for consideration paid, grant to THE FEDERAL LAND BANK OF SPRINGFIELD, a corporation existing under the laws of the United States and having its usual place of business at 310 State Street, in the City of Springfield, Massachusetts, with MORTGAGE COVENANTS, to secure the payment of - FOUR THOUSAND - Dollars in semi-annual installments, as provided in two certain notes, one for $2200 dated March 1, 1941, reduced to $483 as of September 1, 1953, with interest at the rate of 4% per annum payable semi-annually, and the second for $3517 of even date herewith, with interest at the rate of 4% per annum payable semi-annually, and in addition, interest at the rate of six (6) per centum per annum on all defaulted payments of principal and interest and the performance of the agreements herein contained, land in the Town of Westport, County of Bristol, Commonwealth of Massachusetts, described as follows:

FIRST PARCEL: BEGINNING at the intersection of Old County Road with Sodom Road; running westerly by land formerly of Charles W. Chase and the southerly line of the Old County Road to land now or formerly of Isaac M. Lawton; thence running southerly to a 40 acre strip of woodland formerly of said Robert Lawton; thence easterly by said woodland to the westerly line of Sodom Road; and thence going northerly by said Sodom Road to the point of beginning.

SECOND PARCEL: Northerly by Old County Road; easterly by lands formerly of James H. Reynolds, John B. Hathaway and George F. Wood; southerly by other land formerly of George F. Wood; and westerly by Sodom Road.

Both of the above parcels containing 75 acres of land, more or less.

Said premises being the same as those conveyed to us by deed dated September 2, [illegible], recorded with Bristol County, S. D., Registry of Deeds, Book 1096, Page [illegible].

The mortgagor covenants to use the proceeds of the loans hereby secured for the purposes set forth in the applications therefor; to keep the buildings on said premises insured against fire and other hazards as required by the mortgagee; to deposit with the mortgagee all policies of insurance on said premises, which policies in the event of foreclosure shall become the property of the mortgagee; to pay when due all taxes, liens, judgments, and assessments on said premises; to work said premises in a good and husbandlike manner; and to keep the buildings thereon in good repair.

In the event the mortgagor fails to pay when due any of said taxes, liens, judgments, or assessments, or to maintain insurance as hereinbefore provided, the mortgagee may make such payment or provide such insurance, and any amounts paid by the mortgagee therefor shall become part of the indebtedness secured hereby and shall be payable by the mortgagor on demand with interest at the rate of six (6) per centum per annum. Upon any default in the performance or observance of any of the covenants, conditions, or agreements of this mortgage, the whole of said mortgage debt shall, at the option of the mortgagee, become due and payable forthwith. At the option of the mortgagor, and subject to general regulations of the Farm Credit Administration, sums received by the mortgagee from insurance provided by the mortgagor may be used for reconstruction of the destroyed improvements; or if not so applied may, at the option of the mortgagee, be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

This mortgage is subject to the Federal Farm Loan Act and all acts amendatory thereof or supplementary thereto. The words "mortgagor" and "mortgagee" as used herein shall be construed to include the heirs, administrators, executors, successors and assigns of the respective parties.

This mortgage is upon the STATUTORY CONDITION, for any breach of which the mortgagee shall have the STATUTORY POWER OF SALE.

~~[illegible]~~

~~at said mortgagor release to the mortgagee all rights of dower, curtesy and homestead and other interests in the mortgaged premises.~~

WITNESS our hand s and seal s this 15th day of January, 19 54

John B. Riddock

Rudolph Carreiro
Lillian E. Carreiro
Manuel J. Carreiro

The Commonwealth of Massachusetts

Bristol SS. January 15, 19 54

Personally appeared the above named Rudolph Carreiro and Lillian E. Carreiro

and acknowledged the foregoing instrument to be their free act and deed, before me.

John B. Riddock
Notary Public
Justice of the Peace

My commission expires September 19, 1958.

Received & recorded Jan 15 1954, at 12 hrs. & 48 min. P. M.

270 BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

326

We, Irene N. Trahan, unmarried, residing at 881 Tarkiln Hill Road and Nancy Stephenson, unmarried, residing at 223 Walnut Street in New Bedford,

~~of~~ Bristol County, Massachusetts for consideration paid, grant to

~~Massachusetts~~

ROBERT RALPH MCKINNEY and NORMA S. MCKINNEY, husband and wife both residing at 182 North Street in said New Bedford, AS JOINT TENANTS and not as tenants by the entirety

with ~~warranty covenants~~ the land in ~~said~~ Dartmouth with any buildings thereon bounded and described as follows:

Being plat 39, Lot 34 as described on a plan on file in the Assessor's Office in the Town of Dartmouth.

Said premises are conveyed subject to the right of Manuel V. Medeiros to remove all the stumps, lumber, timber, standing or growing, which may be located on the above described land with the full right of ingress and egress as may be necessary for that purpose. This right to continue until December 31, 1946.

SECOND PARCEL. The land with the buildings thereon, consisting of about nineteen (19) square rods, situated in said Dartmouth, and known as the homestead of the late Charles Briggs; said lot being bounded on the north and west by land now or formerly of Amy C. Lees and on the south and east by land formerly of Serino A. Correia.

Hereby conveying the same premises conveyed to Irene N. Trahan by Thomas W. Stephenson by deed dated October 16, 1943 recorded in Bristol County (S.D.) Registry of Deeds, Book 1009, Page 11

The title of said Nancy Stephenson being as widow of said Thomas W. Stephenson who died on May 22, 1952.

Said premises are conveyed subject to the taxes for the year 1953 which the grantees agree to assume and pay as part of the consideration hereof.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

BRISTOL COUNTY REGISTRY OF DEEDS REGISTRY OF DEEDS ONLY

BRISTOL COUNTY REGISTRY OF DEEDS REGISTRY OF DEEDS ONLY

$1 ONE DOLLAR 192597

I, Nancy Stephenson, widow of Thomas Stephenson release to said grantee all rights of ~~XXXXX~~ dower, homestead and other interests therein

Witness our hand s and seal s this 22 day of December 1953

Signed and sealed in presence of

Irene N. Trahan
Nancy Stephenson

Commonwealth of Massachusetts.

Bristol ss. New Bedford, December 22 1953

Then personally appeared the above named Irene N. Trahan and Nancy Stephenson

and acknowledged the foregoing instrument to be their free act and deed, before me

Notary Public Justice of the Peace
Commission expires October 20, 1956

Received and recorded with the Bristol County, (S. D.) Registry of Deeds

Book 1105 Page 270

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS

Town of Westport in the County of Bristol the holder of a lien on the real property of Manuel J. Carreiro, Sodom Road, Westport recorded in Registry of Deeds, Bristol County, Book # 1041, Page # 477 Land Court, --- County, Document # --- , noted on Certificate #1307

acknowledges satisfaction and hereby releases the aforesaid lien

Executed and sealed this 15th day of January 1954

Town of Westport

By Norman Forand
Russell B. Davis
Samuel A. Boan

Being (a majority of) the Board of Public Welfare

Westport

THE COMMONWEALTH OF MASSACHUSETTS

Bristol ss. January 15th 1954

Then personally appeared the above named Norman Forand, Russell B. Davis, Samuel A. Boan and acknowledged the foregoing instrument to be the free act and deed of the Town of Westport, before me

Elmer B. Manchester Jr.
Notary Public

My commission expires Nov. 3, 1955

Received & recorded Jan 15 1954, at 12 min 2 47 min P.M.

21-289

Mass. - Discharge
Additional Loan
Mass 43-145

THE FEDERAL LAND BANK OF SPRINGFIELD, a corporation established under the laws of THE UNITED STATES OF AMERICA, owner and holder of a certain mortgage given by MANUEL J. CARREIRO & ADELINA CARREIRO to the said THE FEDERAL LAND BANK OF SPRINGFIELD, dated March 1, 1941, and recorded in Bristol County, Southern District, Registry of Deeds, Book 837, Page 420-22 does hereby acknowledge that it has received said mortgage as security for the debt thereby secured and in consideration thereof it does hereby cancel and discharge said first above described mortgage.

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 BEMIS its TREASURER, this 28th day of October 1953.

THE FEDERAL LAND BANK OF SPRINGFIELD

BY C. EDSON BEMIS, TREASURER

THE COMMONWEALTH OF MASSACHUSETTS

HAMPDEN SS. October 28, 1953.

Then personally appeared the above named C. EDSON BEMIS and acknowledged the foregoing instrument to be the free act and deed of The Federal Land Bank of Springfield, before me,

NOTARY PUBLIC
My Commission expires June 24, 1954

Recorded 1953 Oct 15 15 h. 57 m. 12 sec. & 41 min. P. M.

BRISTOL COUNTY REGISTRY OF DEEDS

WE, ERNEST E. BRUNETTE AND MARIE J. BRUNETTE, husband ~~and~~ wife

of New Bedford, ~~xxxxxx~~ married, for consideration paid, grant to SCARPITTI INVESTMENT CORPORATION

of said New Bedford, Mass.

with mortgage covenants, to secure the payment of
ONE THOUSAND FIFTY AND 00/100 ($1,050.00) Dollars
and to secure any future indebtedness which may hereafter arise, as shall be evidenced by promissory note or notes, whether secured or ~~x~~ unsecured ~~xxxxxxx~~ on demand with ~~xxxxxxx~~ interest ~~xxxxxx~~ payable ~~xxxxxxx~~
as provided in our note of even date,
the land in said New Bedford, with buildings thereon, bounded and described as follows: (Description and encumbrances, if any)

Being lot No. 96 and 97 on plan of Tarklin Hill Road filed in Bristol County Registry of Deeds Plan Book No. 6, page 53 and together bounded and described as follows:

Beginning at a point in the east line of Lawrence Street two hundred seventy (270) feet distant southerly therein from its Intersection with the south line of Brockton Street; thence southerly in said east line of Lawrence Street ninety (90) feet; thence easterly by land of parties unknown seventy five and 82/100 (75.82) feet to lot No. 6 on said plan; thence northerly in line of Lot No. 6 and 7 on said plan ninety and 6/100 (90.06) feet to other land of parties unknown; thence westerly by last named land seventy-seven and 9/100 (77.09) feet to the point of beginning.

Containing six thousand nine hundred sixteen (6,916) square feet more or less.

Said premises are conveyed together with benefit of an easement from Adolph Durand to said Morris L. Schwartz dated September 8, 1949 and recorded in Bristol County Registry of Deeds.

Being the same premises conveyed to us by deed of Morris L. Schwartz dated March 1, 1950 and recorded in said registry book 979, page 179.

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale

We, the above mentioned grantors being husband and wife ~~xxxxxxxx~~

release to the mortgagee all rights of tenancy by the curtesy dower and homestead and other interests in the mortgaged premises.

Witness our hand ~~s~~ and seal~~s~~ this 15th day of January 19 54

Jesse C. Galligo Jr. — Ernest E. Brunette

Marie J. Brunette

The Commonwealth of Massachusetts

Bristol ss. January 15, 19 54

Then personally appeared the above named Ernest E. Brunette and Marie J. Brunette

and acknowledged the foregoing instrument to be their free act and deed,

Jesse C. Galligo Jr.
Notary Public — ~~Justice of the Peace~~
Jesse C. Galligo Jr.
My commission expires February 20, 19 58

Received & recorded Jan 19 1954, at 1 hrs & 13 min P. M.

BRISTOL COUNTY REGISTRY OF DEEDS
BRISTOL COUNTY REGISTRY OF DEEDS
10/13/60
1324-327

1105

332 1105 275

KNOW ALL MEN BY THESE PRESENTS

That I, Richard Holmes

of Fairhaven Bristol County, Massachusetts

being unmarried, for consideration paid, grant to William Holmes

of Fairhaven

with mortgage covenants, to secure the payment of -

Three Hundred and 00/100 - Dollars

years with 6½ per cent interest, per annum

payable in my note of even date,

as provided in

Fairhaven with all the buildings thereon, bounded and described
[Description and encumbrances, if any]

as follows:

PARCEL I: Beginning at the northwesterly corner of this lot, at a point in the south line of Coggeshall Street, distant easterly therein fifty (50) feet from the easterly line of Beach Street, as laid out on the plan of "Oxford Heights"; thence easterly in said south line of Coggeshall Street, fifty (50) feet; and thence southerly by lot "X" on said plan, one hundred (100) feet to land now or formerly of John A. Howland; thence westerly by said Howland land, fifty (50) feet; and thence northerly one hundred (100) feet to the point of beginning.

Containing 18.36 square rods, more or less.

PARCEL II: The land situated at Oxford Heights, in said Fairhaven, bounded and described thus:

Beginning at the northwest corner of this lot, at the point of intersection of the south line of Coggeshall Street, with the east line of Beach Street; thence easterly in said south line of Coggeshall Street, fifty (50) feet to land now or formerly of Philip Goulet; thence southerly by last named land one hundred (100) feet; thence westerly by land of parties unknown, fifty (50) feet to the said east line of Beach Street; and thence northerly in said east line, one hundred (100) feet.

Containing 18.36 square rods, more or less, and both being the same premises conveyed to and my late wife, Clara Holmes me by deed of William P. Mathews, et ux, dated July 12, 1943, and recorded with Bristol County (S.D.) Registry of Deeds in Book 1115, Page 1[illegible].

Subject to a prior mortgage in the amount of Fifteen Hundred (1500) Dollars.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the [illegible] power of sale.

[illegible]

Witness my hand and seal this eighth day of January 19 54

Witness - James Fox — Richard Holmes

The Commonwealth of Massachusetts

Bristol ss. New Bedford, January 8, 19 54

Then personally appeared the above named Richard Holmes

and acknowledged the foregoing instrument to be his free act and deed, before me

James Fox
Notary Public — James F. Fox

My Commission expires August 27, 1954

Received & recorded Jan. 15 1954 at 8 46 min P.M.

1105-276

334

The Fairhaven Institution for Savings, a corporation under the laws of Massachusetts, located at Fairhaven, Massachusetts, holder of a mortgage from Lydia Shortleff, of Fairhaven,

to The Fairhaven Institution for Savings, dated March 30, 1953,

recorded with Bristol County (S.D.) Registry of Deeds

Book 1080, Page 149 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 15th day of January 19 54

FAIRHAVEN INSTITUTION FOR SAVINGS.

by Orrin B. Carpenter Treasurer

1105

Commonwealth of Massachusetts 1105 277

Fairhaven, Mass. Jan 15 1954

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

Alfred Robert Clark Notary Public

My commission expires 7/18/58

4-15-53-500-V

Received & recorded Jan 15 1954 at 1 PM

336

1105-277

Know all men by these presents

That MORRIS L. SCHWARTZ

a certain mortgage given by Ernest E. Brunette and Marie J. Brunette

to Morris L. Schwartz dated

June 21, A. D. 1951 and recorded with Bristol County

Registry of Deeds, book 1021 page 91 do hereby acknowledge that I have

received from Ernest E. Brunette and Marie J. Brunette

the mortgagor S

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 named mortgagors and their heirs and assigns

forever, the premises thereby conveyed.

In witness whereof I hereunto set MY hand and seal this

15th day of January A. D. 19 54

Signed and sealed in the presence of

Jesse C. Galligo Jr. | Morris L. Schwartz

The Commonwealth of Massachusetts

Bristol ss January 15, 1954. Then personally appeared

the above named Morris L. Schwartz and acknowledged the

foregoing instrument to be his free act and deed, before me—

Jesse C. Galligo Jr.

Notary Public — ~~Justice of the Peace~~

Jesse C. Galligo Jr.

My commission expires February 26, 1958

Received for entry the 15th day of Jan A. D. 19 54 at 2 o'clock and 11 minutes P. M.

Entered and recorded with Jesse C. Galligo Jr. Register of Deeds, book 1105

BRISTOL COUNTY
REGISTRY OF DEEDS
PROVIDENCE, R.I.

278

Mass. 13-0672

1105 278

MASSACHUSETTS
DISCHARGE OF MORTGAGE
F. F. M. C.

335

Know All Men By These Presents

The LAND BANK COMMISSIONER, and the FEDERAL FARM MORTGAGE CORPORATION, holders of a mortgage given by Alme J. Messier and Emily Messier, husband and wife

to the LAND BANK COMMISSIONER dated July 26, 1944, recorded with Bristol County, Southern District, Registry of Deeds, Book 886 Page 138-9-40, 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 & 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. Edson Benis its Treasurer this 29th day of July 19 53

LAND BANK COMMISSIONER and,
FEDERAL FARM MORTGAGE CORPORATION
By THE FEDERAL LAND BANK OF SPRINGFIELD
Their Duly Authorized Agent.

By C. Edson Benis, Treasurer

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS. July 29 1953

Then personally appeared the above-named C. Edson Benis 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, Notary Public.
My commission expires March 2, 1956

NO

FORM 21-126 C

Received & recorded Jan 15 1954 at 2 PM & 8 min P M.

We, Edward Bussiere and Anna Bussiere, husband and wife,

of New Bedford, Bristol County, Massachusetts,

for consideration paid, grant to Manuel Mattos and Goldie M. Mattos, husband and wife, of said New Bedford, as joint tenants and not as tenants by the entirety

with warranty covenants,

the land, with any buildings thereon, in said New Bedford, bounded and described as follows:

BEGINNING at the northeast corner thereof at a point in the south line of Davis Street distant westerly therein four hundred twenty (420) feet from the west line of Ashley Boulevard, formerly Bowditch Street;

thence SOUTHERLY by land now or formerly of Frederick S. Fuller, Trustee, seventy-six (76) feet to other land now or formerly of said Fuller;

thence WESTERLY in line of last named land eighty (80) feet to other land now or formerly of Arthur Surprenant;

thence NORTHERLY in line of last named land seventy-six (76) feet to said south line of Davis Street;

and thence EASTERLY in said south line of Davis Street, eighty (80) feet to the place of beginning.

Containing twenty-two and 32/100 (22.32) square rods, more or less.

Being the same premises conveyed to us by deed of Ivonne Phaneuf, et al dated December 18, 1951 and recorded in Bristol County S.D. Registry of Deeds, book 1036, page 498.

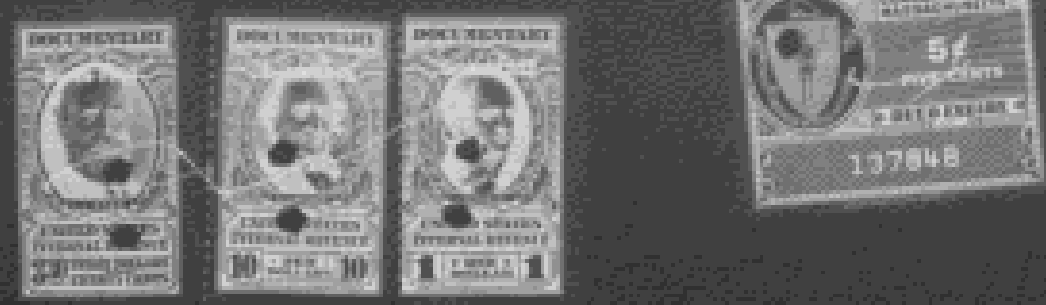
Subject to the 1954 real estate taxes which the grantees assume and agree to pay.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

1105 280

We, the said grantors, being husband and wife,

release to said grantee a all rights of curtesy, dower, homestead, statutory, and other interests therein.



Witness our hand s and seal this 15th day of January 1954

Executed in the presence of

Pari Ann Howe to both

Edward Bussiere
Anna Bussiere

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 15th 1954

Then personally appeared the above named Edward Bussiere and acknowledged the foregoing instrument to be his free act and deed,

before me Pari Ann Howe
Notary Public

My commission expires Nov. 22nd 1957

Received & recorded Jan 15 1954, at 2 hrs & 36 min P. M.

1105

339

1105 281

Harborview Manor, Inc., a corporation duly established by law and ~~xx~~ having a principal place of business in Dartmouth, Bristol County, Massachusetts ~~being authority~~ for consideration paid, grant to the

MT. VERNON CO-OPERATIVE BANK

situated in Boston, Massachusetts with MORTGAGE COVENANTS, to secure the payment of

- - - - - - - - - - - - - - Eighteen Thousand - - - - - - - - - - - - Dollars

with interest thereon, payable in fixed monthly installments on the fifteenth 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.

all as provided in ~~xxxxxxxxxx~~ * ~~xxxxxxxxxx~~ 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 ~~xx~~ on Smith Neck Road in Dartmouth, Bristol County, Massachusetts and being bounded and described as follows:-

WESTERLY	by Smith Neck Road by two lines totaling one hundred thirty-six and 15/100 (136.15) feet;
NORTHERLY	by land now or formerly of the grantor, one hundred fifty-one and 56/100 (151.56) feet;
WESTERLY	again by land now or formerly of the grantor, one hundred ten and 54/100 (110.54) feet;
NORTHERLY	again by land of owners unknown, sixty-two and 16/100 (62.16) feet;
NORTHEASTERLY	and EASTERLY by land now or formerly of Campbell and Houghton, three hundred nineteen and 30/100 (319.30) feet;
SOUTHERLY	by land now or formerly of Houghton, one hundred fifty-two (152) feet; and
SOUTHWESTERLY	by land now or formerly of Houghton, one hundred eighteen and 7/10 (118.7) feet.

Containing 1 acre, and 48 rods, more or less.

The aforesaid premises are shown as "Area 1 Acre 48 R ±" on a plan entitled "Plan Showing Division of Harborview Manor, Inc. Property Dartmouth, Mass." dated December 7, 1953 by Raymond Veireck, Surveyor, which plan is herewith to be recorded.

Together with all the right, title and interest of the grantors, if any, in the fee of Smith Neck Road where it adjoins the granted premises; and together with beach rights, if any, that may be appurtenant to the property.

For our title see deed from Maynard C. Ivison, et al to us dated August 29, 1951 and duly recorded with Bristol South District Deeds in Book 1026, Page 358.

Discharge
recorded
1128-443

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 now or 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 unmatured, 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 **fifteenth** **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 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 the unpaid balance of full year's interest thereon.

IN WITNESS WHEREOF, Harborview Manor, Inc. has caused this instrument to be signed, sealed, acknowledged and delivered by David A. Levy, its President, thereunto duly authorized, this 15th day of January, 1954.

HARBORVIEW MANOR, INC.

By David A. Levy
President

1105

The Commonwealth of Massachusetts

1105 288

Bristol, ss. January 15, 1954

Then personally appeared the above-named David A. Levy

and acknowledged the foregoing instrument to be the free act and deed, ~~before me~~ of Harborview Manor, Inc.

Ralph M. Goldstein Notary Public—~~Justice of the Peace~~

My commission expires November 6, 1959

V O T E

I, Maurice Sklar, Clerk of Harborview Manor, Inc., hereby certify that at a meeting of the Board of Directors and at a meeting of the Stockholders of the said corporation duly held on the 15th day of January, 1954 at Room 406, First National Bank Building, New Bedford, Massachusetts, a quorum being present at each meeting, that all of the Stockholders and Directors were present and voting at each meeting and that the following vote was unanimously passed at each meeting:

VOTED: That the corporation borrow the sum of $18,000.00 from Mt. Vernon Cooperative Bank and that the President, David A. Levy, be and he is hereby authorized and empowered to execute and deliver to the said Bank the note of the corporation in the sum of $18,000.00 at such term or terms as he shall, in his discretion, deem advisable, and the said President, David A. Levy, be and he is hereby authorized and empowered to sign, seal, acknowledge and deliver to Mt. Vernon Cooperative Bank for and in behalf of the corporation, as security for the above note, a first mortgage in the sum of $18,000.00 on the real estate of the corporation on Smith's Neck Road, Dartmouth, Massachusetts.

I further certify that David A. Levy is the President and Treasurer of this corporation, and that the foregoing vote is now in full force and effect.

A TRUE COPY

ATTEST:-

Maurice Sklar
Clerk

HARBORVIEW MANOR, INC. 1961

Received & recorded Jan. 15 1954, at 2 hrs. & 39 min. P. M.

284
BRISTOL COUNTY
REGISTRY OF DEEDS
PROVIDENCE, R.I.

Inventory
Tax Off
3/29/71
1606-142

We, Leonard J. Reddy and Alice M. Reddy, husband and wife,

of New Bedford, Bristol County, Massachusetts,

~~xxxxxxxxxxxx~~ for consideration paid, grant to Albert Walker and Ellen Walker, 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 a point in the easterly line of Acushnet Avenue one hundred forty-seven and 45/100 (147.45) feet northerly from the intersection of the easterly line of Acushnet Avenue with the northerly line of Randolph Street;

thence EASTERLY one hundred five and 22/100 (105.22) feet;

thence NORTHERLY forty-five (45) feet;

thence WESTERLY eighty-five (85) feet to a point in the easterly line of Acushnet Avenue; and

thence SOUTHWESTERLY in said easterly line of Acushnet Avenue forty-nine and 15/100 (49.15) feet to the point of beginning.

Containing fifteen and 76/100 (15.76) square rods, more or less.

Being lot #5 on plan of land of Fox Realty Co. dated July 18, 1925, filed in Bristol County S. D. Registry of Deeds, Plan Book 19, Page 53.

Being the same premises conveyed to us by deed of John A. Campbell, dated August 8, 1947, recorded in said Registry, Book 935, Page 474.

Subject to the 1954 real estate taxes which the grantees assume and agree to pay.

We, the said grantors, being husband and wife,

release to said grantee 8 all rights of curtesy, dower, homestead, statutory, and other interests therein.

Witness our hands and seal this 15th day of January 1954.

Executed in the presence of

Leonard J. Reddy

Alice M. Reddy

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 15 1954

Then personally appeared the above named Leonard J. Reddy and acknowledged the foregoing instrument to be his free act and deed,

before me Notary Public

My commission expires 7/16 1958

Received & recorded Jan 15 1954, at 2 Hrs. & 40 Min. P.M.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

This indenture made the fifteenth day of January, 1954, witnesseth:

That Wilfred Brimley of New Bedford, Bristol County, Massachusetts, does hereby lease, demise and let unto Reginald H. Judson, Jr., of South Dartmouth in said County, the premises located at No. 76 Elm Street in said South Dartmouth, consisting of a one-story store building and the land extending from the front of the store west to the wire fence and west boundary of said lot together with a right of way to pass, repass and park motor vehicles extending along the northerly boundary of said lot.

To hold for the term of ten years from the first day of February, 1954, yielding and paying therefor the rent of Six Thousand (6000) Dollars, and the said Lessee does promise to pay the said rent in monthly instalments of Fifty (50) Dollars each payable in advance, and to quit and deliver up the premises to the Lessor or his attorney peaceably and quietly at the end of the term in as good order and condition, reasonable use and wearing thereof, fire or other unavoidable casualties excepted, as the same now are, and the Lessee further covenants not to lease or underlet said premises without the consent of the Lessor thereto in writing having been first obtained.

The Lessor covenants that he will keep the building fully insured against fire and windstorm loss, and should the premises or any part thereof during the said term be destroyed by fire or other unavoidable casualty so that the same shall thereby be rendered unfit for use and habitation that the Lessor will re-build, re-construct and otherwise return the premises to their proper condition for use by the Lessee, and that during such term as the premises are so rendered unfit the rent hereinbefore reserved shall be suspended or abated until the said premises shall have been put

in the proper condition for the use of the Lessee. The Lessee shall have the right to make reasonable repairs and alterations at his own expense.

IN WITNESS WHEREOF the said parties have interchangeably hereunto set their hands and seals on the day and year first above written.

Wilfred Brisley
Lessor

Lyndell H. Jackson Jr.
Lessee

Commonwealth of Massachusetts

Bristol, ss. January 15, 1954

Then personally appeared the above named Wilfred Brisley and acknowledged the foregoing lease to be his free act and deed, before me

Catherine Sherman
Notary Public

My commission expires February 16, 1954

Received & recorded Jan 15 1954 at 12 hrs. & 57 min. O.M.

BRISTOL COUNTY
REGISTRY OF DEEDS
PROVIDENCE COUNTY

I, Edna Stoessel Saltmarsh, also known as Edna S. Saltmarsh
of Dartmouth, Bristol County, Massachusetts,

~~being married~~, for consideration paid, grant to Thomas C. Edwards and Margaret D. Edwards, husband and wife of said Dartmouth, as tenants by the entirety

~~XXXXXXXXXX~~ ~~XX~~

~~with warranty covenants~~,

the land, with any buildings thereon, in said Dartmouth bounded and described as follows:

Beginning at a stake at the SOUTHEAST corner of the premises to be conveyed and at the SOUTHWEST corner of Lot No. 7 on plan hereinafter mentioned, said stake being in the NORTHERLY line of Sunset Lane as shown on said plan;

thence WESTERLY by said Sunset Lane one hundred thirty-nine and 5/100 (139.05) feet to a stake at other land of this grantor;

thence NORTHERLY by last named land ninety and 67/100 (90.67) feet to a drill hole in a wall at land of parties unknown;

thence EASTERLY by last named land and by said wall one hundred forty-nine and 93/100 (149.93) feet to a drill hole at the NORTHWEST corner of said Lot No. 7;

thence SOUTHERLY by last named land eighty-seven and 11/100 (87.11) feet to the point of beginning.

Containing forty-seven and 42/100 (47.42) square rods more or less.

Being Lot No. 21 and the EASTERLY one-half of Lot No. 20 on plan of Sunset Lane, South Dartmouth, Massachusetts dated December 15, [illegible] and filed in Bristol County S.D. Registry of Deeds, plan book 39, page 13.

Together with a right of way over Sunset Lane and over the [illegible] foot way at the EASTERLY end thereof, all as laid out on said plan, and subject to the rights of way over Sunset Lane as described in the deeds from Horatio H. Brewster et al to Edna S. Saltmarsh and to Theodore H. Rice, dated November 30, 1947 and duly recorded.

Being part of the premises conveyed to me by said deed from Horatio H. Brewster et al recorded in Bristol County S.D. Registry of Deeds, book 939, page 292.

The above described premises are subject to the following restrictions and covenants imposed for the benefit of the grantor and her heirs, executors, administrators and assigns:

1. No swine, poultry, goats or cattle shall be kept upon the premises hereby conveyed;

2. If no buildings are erected upon said premises within five (5) years and said grantees are desirous of selling the same, they shall give written notice thereof to the grantor, who thereupon shall have the first option to purchase said premises at a price 25% more than the present purchase price of said premises. This option shall expire five (5) years from this date, but shall also be deemed waived if not exercised by the grantor within sixty (60) days after receipt of said written notice.

3. No building shall be erected on these premises within twenty (20) feet of the NORTHERLY line of Sunset Lane nor within ten (10) feet of the other three boundary lines of the premises herein conveyed.

Subject also to real estate taxes for the year 1954 which the Grantees assumed and agreed to pay.

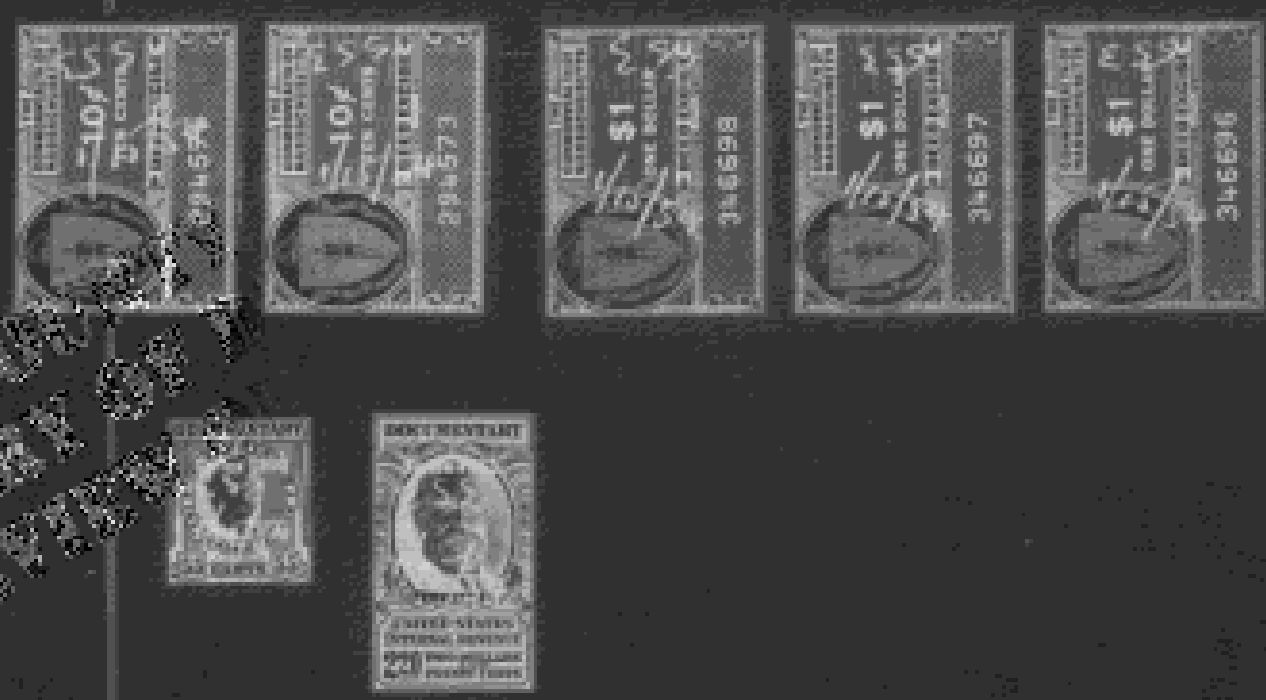
I, Robert C. Saltmarsh, husband of said Edna S. Saltmarsh
release to said grantee all rights of curtesy, ~~XXXXX~~ homestead, statutory, and other interests therein.

Witness our hands and seals this 15th day of January 1954

Executed in the presence of

Edna S. Saltmarsh

Robert C. Saltmarsh



Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 15, 1954

Then personally appeared the above named Edna Stoessel Saltmarsh

and acknowledged the foregoing instrument to be her free act and deed,

before me Notary Public

My commission expires 15 June 1960

Received & recorded Jan 15 1954, at 3 hrs. & 20 min. P.M.

290

discharge 12/11/04

1133-133

345

1105 290

We, Joseph P. Garbetti and Regina A. Garbetti, husband and wife, as ~~as~~ joint tenants of New Bedford, Bristol County, Massachusetts, ~~being married~~, for consideration paid, grant to the

MT. VERNON CO-OPERATIVE BANK

situated in Boston, Massachusetts with MORTGAGE COVENANTS, to secure the payment of

- - - - - - - - - - - - - - - Sixty-Eight Hundred - - - - - - - - - - - Dollars

with interest thereon, payable in fixed monthly installments on the fifteenth 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.

all as provided in a 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 Fairhaven, Bristol County, Massachusetts, being shown as Lot K on plan entitled "Plan of Land in Fairhaven, Mass. Surveyed For Joseph F. Garbetti" December 28, 1951, Revised and Redrawn September 8, 1953, by Samuel H. Corse, Surveyor, recorded with Bristol South District Deeds in Plan Book 46, Page 22, bounded and described as follows:-

EASTERLY by Weeden Road, seventy-nine (79) feet;
NORTHERLY by Lot J, one hundred forty (140) feet;
WESTERLY by part of Lots C and D, seventy-nine (79) feet; and
SOUTHERLY by Lot N, one hundred forty (140) feet.

Containing 11060 square feet of land according to said plan.

Subject to easements of record, if any there be, and insofar as the same are in full force and effect.

Hereby conveying a portion of the premises conveyed to the grantors by deed of Fairhaven Institution for Savings dated March 24, 1947 and duly recorded with Bristol South District Deeds in Book 925, Page 119.

including as a part of the realty all portable or sectional buildings, heating apparatus, plumbing, [illegible] fixtures, storm doors and windows, oil burners, gas and oil and electric fixtures, screens, screen doors and [illegible] or 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 be [illegible] 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 unmatured, 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 fifteenth 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 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 when 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.

[illegible] of said mortgagor

[illegible]

[illegible]

WITNESS our hands and seal this fifteenth day of January 19 54.

Joseph P. Gadette

Regina A. Gadette

BRISTOL COUNTY REGISTRY OF DEEDS
REGISTRY OF DEEDS
BRISTOL COUNTY REGISTRY OF DEEDS

1105 292

The Commonwealth of Massachusetts

Suffolk, ss. January 15, 1954

Then personally appeared the above-named Joseph P. Garbacci and Regina A. Garbacci

and acknowledged the foregoing instrument to be their free act and deed, before me.

Ralph M. Goldstein, Notary Public

My commission expires November 6, 1959

Received & recorded Jan 15 1954, at 3 hrs. & 10 min. P.M.

1105-292

343

Known all Men by these Presents

The New Bedford Institution for Savings, holder of a mortgage from Harborview Manor Inc. to said Institution dated August 31 1951 recorded with Bristol County (S.D.) Registry of Deeds, Book 1030, Page 306, 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 15th day of January 1954.

New Bedford Institution for Savings,

By Assistant Treasurer.

Commonwealth of Massachusetts

Bristol, ss. January 15 1954. 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,

Notary Public.

My commission expires Aug 20 1960

Received & recorded Jan 15 1954, at 2 hrs. & 51 min. P.M.

We, Robert S. Ross and Anne R. Dechert, both married, of Haverford, Pennsylvania, and Whitemarsh, Pennsylvania

xx

xxxxxxxxxx Massachusetts

xxxxxxxxxx for consideration paid, grant to Thomas K. West and Priscilla R. West, husband and wife, of Hopedale, Massachusetts, as tenants by the entirety

xxxxxxxxxxxx xxx

with quitclaim covenants,

the land, with any buildings thereon, in Dartmouth, Bristol County, Commonwealth of Massachusetts bounded and described as follows :

Being Lot #23 on Plan of R. Swain Gifford Estate filed in Bristol County S.D. Registry of Deeds, plan book 24, page 5.

BEGINNING at the southwest corner of the premises to be conveyed at a drill hole on the easterly side of a right of way to Noncuitt as shown on said plan and at the northwest corner of land now or formerly of Carolina E. Gates;

thence S 80° 34' 00" E by last named land six hundred fifty-seven (657) feet more or less; and

thence continuing in the same course to and into the waters of Buzzards Bay as far as private rights extend;

Commencing again at the first mentioned point;

thence in a NORTHERLY direction by the easterly side of the above mentioned right of way to Noncuitt one hundred and 50/100 (100.50) feet to a stake at the southwest corner of Lot #22 as shown on said plan;

thence S 66° 33' 50" E by said Lot #22 one hundred sixty-one and 26/100 (161.26) feet to a stake;

thence N 76° 17' 20" E by said Lot #22 one hundred two and 14/100 (102.14) feet to a stake;

thence S 69° 39' 00" E by said Lot #22 two hundred thirty-three and 74/100 (233.74) feet to a stake;

thence continuing in the same course to and into the waters of Buzzards Bay as far as private rights extend.

Bounded on the east by the waters of Buzzards Bay.

Containing one (1) acre, one hundred fifty-one and 50/100 (151.50) rods.

Being the same premises conveyed to us by deed of Henry A. Ross, Jr. and Alice F. Ross dated February 18, 1953 and recorded in Bristol County S.D. Registry of Deeds, book 1080, page 433.

Subject to the following restrictions:

The Grantees shall not sell or dispose of the said premises or any part thereof unless they shall have first received an acceptable, written, bona fide offer for the purchase thereof and shall have notified each of Robert S. Ross, or if he is not living his wife, Janet B. Ross; Anne R. Dechert, or if she is not living, her husband, Philip Dechert; and Henry A. Ross, Jr. by sending written notice to them by registered mail to their last known address, stating the names of the persons making such offer and the price, the terms, and the conditions thereof, and shall have given each of said Robert S. Ross, or if he is not living, his wife, Janet B. Ross; Anne R. Dechert, or if she is not living, her husband, Philip Dechert; and Henry A. Ross, Jr. a prior right to purchase the property covered herein at the same price and upon the same terms and conditions as stated therein.

Cf rel Doc. Jet Sel Lien 5-22-85 1922-832

cf 6/29/18 12490-129

cf 6/29/18 12490-130

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PROVIDENCE, R.I.

said right may be exercised by any of the said Robert S. Ross, or if he is not living, his wife, Janet B. Ross; Anne R. Dechert, or if she is not living, her husband, Philip Dechert; and Henry A. Ross, Jr. at any time within sixty (60) days after receipt of such written notice thereof. If, within the time above stated, none of the said Robert S. Ross, or if he is not living, his wife, Janet B. Ross; Anne R. Dechert, or if she is not living, her husband Philip Dechert; and Henry A. Ross, Jr. have exercised their rights to purchase and if the Grantees who had secured such acceptable, bona fide offer should not sell and convey the property covered thereby to the persons making such offer at the price and upon the terms and conditions thereof, then, in that event, the foregoing option to purchase shall continue in full force and effect.

The right hereinabove given to purchase such premises or any part thereof upon the terms of any acceptable, bona fide offer received by the Grantees shall exist only in favor of the said Robert S. Ross, or if he is not living, his wife, Janet B. Ross: Anne R. Dechert, or if she is not living, her husband, Philip Dechert; and Henry A. Ross, Jr. and shall accordingly terminate absolutely with respect to each of them individually upon his or her respective deaths, and moreover, the said right shall exist in favor of only such Robert S. Ross, or if he is not living, his wife, Janet B. Ross, Anne R. Dechert, or if she is not living, her husband, Philip Dechert; and Henry A. Ross, Jr. as shall, at the date of the acceptable, bona fide offer in question, own or have an undivided interest in land located within the tract formerly owned by A. Swain Gifford in South Nonquitt, Massachusetts.

In the event that more than one of the said Robert S. Ross, or if he is not living, his wife, Janet B. Ross; Anne R. Dechert, or if she is not living, her husband, Philip Dechert; and Henry A. Ross, Jr. shall elect to exercise their right to repurchase as above set forth, those so electing shall repurchase in equal shares or in such proportions as they may otherwise agree upon, and the Grantees shall reconvey promptly in such manner as shall be specified.

The foregoing conditions shall be binding upon the heirs, executors, administrators and assigns of the Grantees.

Together with any and all rights of way to Smith's Neck Road which the grantors may now have and specifically a right to use all the private ways shown on a plan entitled "Plan of the Anthony Farm" made by William Rotch, Civil Engineer, dated September 1884 recorded in said Registry, plan book 3, page 27 as amended by a certain agreement between Robert Swain Gifford, Caroline E. Gates, William H. Pulsifer and Mary E. Rotch dated May 2, 1893 and recorded in said Registry, book 163, page 161.

These premises are conveyed subject to all restrictions of record insofar as the same are now in force and applicable and subject to the real estate taxes for the year 1954.

I, Janet B. Ross, wife of Robert S. Ross and I, Philip Dechert, husband of Anne R. Dechert release to said grantees all rights of curtesy, dower, homestead, statutory, and other interests therein.

Witness our hands and common seal this 12th day of January 1954.

Executed in the presence of

Marion E. Balk — Robert S. Ross
Anne R. Dechert
Agnes Sass — Janet B. Ross
Philip Dechert

Commonwealth of ~~Pennsylvania~~ Pennsylvania

County of ~~xxxxxxx~~ Philadelphia ~~xxxxxxxxx~~ January 12, 1954

Then personally appeared the above named Robert S. Ross, Anne R. Dechert, Janet B. Ross, and Philip Dechert and acknowledged the foregoing instrument to be their free act and deed.

Before me Sadie C. George
Notary Public

NOTARY PUBLIC
My Commission Expires February 12, 1957

My commission expires 19

Received & recorded Jan 15 1957 at 3 hrs. & 39 min. P.M.

1105 296

NEW BEDFORD FIVE CENTS SAVINGS BANK, a corporation duly established under the laws of the Commonwealth of Massachusetts and located in New Bedford, Bristol County, said Commonwealth,

the holder of the mortgage by

Leonard J. Reddy and Alice M. Reddy, husband and wife,

to it

dated December 21, 1953

recorded with Bristol County S.D. Registry of Deeds, Book 1103 Page 98

for consideration paid, release to Leonard J. Reddy and Alice M. Reddy, husband and wife,

all interest acquired under said mortgage in the following described portions of the mortgaged premises in said New Bedford, bounded and described as follows:

BEGINNING at a point in the easterly line of Acushnet Avenue one hundred forty-seven and 45/100 (147.45) feet northerly from the intersection of the easterly line of Acushnet Avenue with the northerly line of Randolph Street;

thence EASTERLY one hundred five and 22/100 (105.22) feet;

thence NORTHERLY forty-five (45) feet;

thence WESTERLY eighty-five (85) feet to a point in the easterly line of Acushnet Avenue; and

thence SOUTHWESTERLY in said easterly line of Acushnet Avenue, forty-nine and 15/100 (49.15) feet to the point of beginning.

Containing fifteen and 76/100 (15.76) square rods, more or less.

Being lot #5 on plan of land of Fox Realty Co. dated July 18, 1925 filed in Bristol County S. D. Registry of Deeds, Plan Book 19, Page 53.

In witness whereof, the said New Bedford Five Cents Savings Bank has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by John T. Chambers its Treasurer this 15th day of January A. D. 19 54

SEAL

New Bedford Five Cents Savings Bank

by

Treasurer

The Commonwealth of Massachusetts

Bristol ss. New Bedford, January 15 19 54

Then personally appeared the above named John T. Chambers, Treasurer and acknowledged the foregoing instrument to be the free act and deed of the New Bedford Five Cents Savings Bank

before me

Notary Public — Justice of the Peace

My commission expires 7/18 19 58

Received & recorded Jan 18 19 54, at 4 hrs. & 17 min. P. M.

BRISTOL COUNTY REGISTRY OF DEEDS
REGISTRY OF DEEDS
BRISTOL COUNTY

Harborview Manor, Inc., a Massachusetts corporation with an office in Dartmouth

at Bristol County, Massachusetts,

~~xxxxxxxxxxxx~~ for consideration paid, grant to Abraham M. Stiffle of New Bedford and

Ramon F. Lawrence of South Dartmouth

with quitclaim covenants

the ~~xxxxx~~ real estate in Dartmouth bounded and described as follows:

[Description and encumbrances, if any]

FIRST PARCEL: Beginning at a drill hole in the east line of Smiths Neck Road and of St. Aidan's Chapel of Dartmouth, Inc. and thence running easterly at an interior angle of 87° 51' by land of said Chapel and land now or formerly of the Estate of Gratia Rinehart, one hundred fifty-three and 12/100 (153.12) feet to a drill hole and in line of a stone wall; thence running southerly at an interior angle of 91° 23' 10" in line of other land of the Grantor and in line of a stone wall one hundred ten and 54/100 (110.54) feet to a drill hole; thence westerly at an interior angle of 89° 42' 50" in land of other land of the Grantor and in line of a stone wall one hundred fifty-one and 56/100 (151.56) feet to the east line of Smiths Neck Road to a stake at the base of the stone wall; thence northerly in the east line of Smiths Neck Road at an interior angle of 91° 3', one hundred thirteen and 50/100 (113.50) feet to the point of beginning containing sixty-two and 68/100 (62.68) square rods, more or less, together with all the right, title and interest of the Grantor, if any in the fee of Smiths Neck Road where it adjoins the granted premises and together with beach rights, if any, that may be appurtenant to the property.

SECOND PARCEL: Beginning at a drill hole in the westerly side of Smiths Neck Road at the southeast corner of the First Parcel described in a deed from John M. Bullard, Trustee, to Daniel M. Beach and running south 1° 28' 20" east in the westerly line of said Road, three hundred twenty and 37/100 (320.37) feet to other land formerly of said Bullard, Trustee; thence running south 88° 31' 40" west by said other land formerly of said Bullard, Trustee, four hundred one and 85/100 (401.85) feet to other land formerly of said Bullard, Trustee; thence running north

BRISTOL COUNTY (S.D.) REGISTRY OF DEEDS PROVIDENCE COUNTY

5° 31' 40" east by said other land formerly of said Bullock, Trustee, three hundred twenty-three and 19/100 (323.19) feet to the southwest corner of land of Percy L. Jeffrey; thence running north 88° 54' 30" east by a wall and said Jeffrey land and by said Beach land, three hundred sixty-one and 93/100 (361.93) feet to the point of beginning.

Containing two (2) acres, one hundred thirty-one and 14/100 (131.14) square rods, more or less.

Together with all the right, title and interest of the grantor, if any, in the fee of Smiths Neck Road where it adjoins the granted premises.

For title to both parcels see Deed to the Harborview Manor, Inc. dated the twenty-ninth of August 19 51 and recorded with Bristol County (S. D.) Registry of Deeds, Book 1026, page 358 .

Subject to the 1954 real estate taxes which the grantees assume and agree to pay and subject to any encumbrances of record.

~~husband~~ ~~wife~~ ~~of said grantor,~~

~~release to said grantee all rights of~~ ~~tenancy by the entirety~~ ~~dower and homestead~~ ~~and other interests therein.~~

Harborview Manor, Inc. has caused its name to be signed and its seal to be affixed by Abraham M. Stiffle, its duly authorized President, ~~Witness the hand and seal~~ this 15th day of January 19 5[illegible]

Harborview Manor, Inc.

By: Abraham M. Stiffle
President

1105

1105 209

The Commonwealth of Massachusetts

Bristol ss. January 5, 1954

Then personally appeared the above named Abraham M. Stiffle, President,

and acknowledged the foregoing instrument to be the free act and deed of said Corporation before me

S. Emory Bentley

S. Emory Bentley, Notary Public

My Commission expires January 14 1955

CERTIFICATE OF VOTE

I, Mary A. Stiffle, Clerk of Harborview Manor, Inc., hereby certify that the following is a true and correct copy of a vote passed at a duly held meeting of the Stockholders of said Corporation held on January 15, 1954, and that the same is still in full force and effect without having been altered or amended in any way:

"VOTED, that Abraham M. Stiffle, President, be and he hereby is authorized and directed to execute a deed conveying two parcels of corporate real estate to Ramon F. Lawrence and Abraham M. Stiffle, the said two parcels being:

1. Land of 62.68 square rods more or less as shown on plan showing division of Harborview Manor, Inc. property dated December 7, 1953 made by Raymond Vlasack, Surveyor, and

2. All of the real estate owned by the Corporation on the west side of Smith Neck Road as more particularly described in deed dated September 29, 1951 recorded in Bristol County (S.D.) Registry of Deeds, book 1026, page 338, being parcel two thereof,

for a consideration of Twelve Hundred Sixty-Five ($1265.00) Dollars being cancellation of indebtedness owing from the Corporation to the two said grantees."

Mary A. Stiffle
Clerk

Dated: January 15, 1954

Received & recorded Jan 15 1954 at 4 hrs & 42 min. P.M.

300

1105 300 384

We, Wallace J. Wilbur and Dorothy L. Wilbur, husband and wife,

of New Bedford, Bristol County, Massachusetts,

for consideration paid, grant to Emil Bellotti and Esther G. Bellotti, husband and wife, as joint tenants and not as tenants by the entirety of said New Bedford,

with warranty covenants,

the land, with any buildings thereon, in said New Bedford, bounded and described as follows:

BEGINNING at the southeast corner thereof at a point in the north line of Jarry Street and the west line of Metcalf Street;

thence WESTERLY in the north line of Jarry Street, ninety-three (93) feet to a point;

thence NORTHERLY in a line parallel to Metcalf Street, eighty (80) feet to a point;

thence EASTERLY in a line parallel with Jarry Street, ninety-three (93) feet to a point in the west line of Metcalf Street;

thence SOUTHERLY in the west line of Metcalf Street to the point of beginning.

Containing approximately seven thousand four hundred forty (7,440) square feet.

Being the same premises conveyed to us by deed of acceptance Saw Mills Company dated June 23, 1950, recorded in Bristol County, S. D. Registry of Deeds, Book 965, Page 476.

Subject to the 1954 real estate taxes which the grantees assume and agree to pay.

BRISTOL COUNTY REGISTRY OF DEEDS SOUTH DIVISION

REGISTRY OF DEEDS
BRISTOL COUNTY

We, the said grantors, being husband and wife,

release to said grantee all rights of curtesy, dower, homestead, statutory, and other interests therein.

Witness our hand s and seal this 19th day of January 195 4

Executed in the presence of

Alfred Robert Crane

Wallace J. Wilbur

Dorothy J. Wilbur

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 19 1954

Then personally appeared the above named Wallace J. Wilbur

and acknowledged the foregoing instrument to be his free act and deed,

before me Alfred Robert Crane
Notary Public

My commission expires 1/18 1958

Received & recorded Jan 19 1954 at 9 hrs 00 min A. M.

BRISTOL COUNTY SOUTH DISTRICT REGISTRY OF DEEDS PROVIDENCE, R.I.

1105 302 388

Fall River Savings Bank, a banking corporation, of Fall River, Bristol County, Massachusetts,

the owner of a mortgage to

Rex Realty Corporation

to it

dated November 30, 1945

recorded with Bristol County So.Dist.Reg.of Deeds, Book 896 Page 370-3

for consideration paid, release to said Rex Realty Corporation

all interest acquired under said mortgage in the following described portions of the mortgaged premises

The land in said Westport, with the buildings thereon, bounded and described as follows:

Situate on the westerly side of Division Road at the southeasterly corner of the premises to be described at the northeasterly corner of land now or formerly of Arthur E. Beaulieu; thence running westerly by land of said Beaulieu one hundred seventy-five (175) feet to land conveyed to Mary Kraynik for a corner; thence running northerly by saidlast named land in a line one hundred seventy-five (175) feet from and parallel to said Division Road to land of the City of Fall River and being one (1) foot from the high water mark of Noquochoke River; thence running easterly by said land of the City of Fall River to said Division Road; thence running southerly by said Division Road to the point of beginning.
EXCEPTING THEREFROM the land conveyed by Leah A. Keen to the County of Bristol dated Oct. 6, 1941 recorded with the Bristol County South District Registry of Deeds, Book 845, Pages 437-8,and therein described as follows:
Parcel 20 southwest side of Division Road,socalled,comprising for the most part the entire width of the location for the 1941 County Layout between Station 247 plus 55 and Station 249 plus 88.25 bounded as follows:
Northeasterly by Division Road about one hundred eighty-nine (189) feet; southeasterly by land now or formerly of Arthur E. Beaulieu one hundred seventy-three (173) feet; southwesterly by land now or formerly of Mary Kraynik eighty-seven (87) feet; and northwesterly by other land of this Corporation about two hundred fourteen (214) feet; containing 21450 sq. feet.
BEING THE TWENTIETH PARCEL DESCRIBED IN SAID MORTGAGE

In witness whereof, the said Fall River Savings Bank

has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by

G. E. Bennett its Treasurer this 18th day of January A. D. 19 54.

FALL RIVER SAVINGS BANK

by G E Bennett

Treasurer.

The Commonwealth of Massachusetts

Bristol, ss. Fall River, January 18, 19 54

Then personally appeared the above named George E. Bennett, Treasurer as aforesaid and acknowledged the foregoing instrument to be the free act and deed of Fall River Savings Bank,

before me Robert Sykes

ROBERT P SYKES Notary Public — ~~Justice of the Peace~~

My commission expires Feb 16 1956

Received & recorded January 19 1954 at 8 hrs. 56 min. A. M.

MERCANTILE INVESTMENT CORP., mortgagee named in and present holder of eight (8) certain mortgages from Rex Realty Corporation to said Mercantile Investment Corp., dated respectively November 30, 1945; March 5, 1947; June 30, 1947; March 8, 1948; May 1, 1948; March 18, 1949; August 4, 1949; and September 27, 1949; and recorded with Bristol County South District Registry of Deeds, respectively, in Book 902, page 12; Book 926, pages 15 and 16; Book 930, pages 145-146; Book 944, pages 172-173; Book 948, pages 20 to 22; Book 956, pages 296-297; Book 967, pages 35-36; and Book 971, pages 170-171; acknowledges satisfaction of the same.

IN WITNESS WHEREOF, the said Mercantile Investment Corp. has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by H. Horvitz, its Treasurer, this thirteenth day of November, A.D. 1953.

MERCANTILE INVESTMENT CORP.

BY: H. Horvitz
H. Horvitz, Treasurer.

THE COMMONWEALTH OF MASSACHUSETTS

BRISTOL, SS. Fall River, November 13, 1953

Then personally appeared the above-named H. Horvitz, Treasurer, and acknowledged the foregoing instrument to be the free act and deed of the Mercantile Investment Corp.

Before me,

Louis A. Horvitz
Louis A. Horvitz, Notary Public.

My commission expires August 6, 1960.

Received & recorded Jan. 19 1954, at 9 hr. & 37 min. A. M.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

1105 304

390

Rex Realty Corporation,

a corporation duly established under the laws of Massachusetts,

and having its usual place of business at Fall River, Bristol County, Massachusetts, for consideration paid,

grant to Annette M. Perry, married,

of said Fall River with warranty covenants

the land in Westport, Bristol County, Massachusetts, situated on the Westerly side of Division Road, with all buildings and improvements thereon, bounded and described as follows:

Beginning at the Southeasterly corner of the land to be described, at the Northeasterly corner of land now or formerly of Arthur E. Beaulieu; thence running WESTERLY by said last-named land, One Hundred Seventy-five (175) feet to land now or formerly of Mary Kravnik for a corner; thence running NORTHERLY by said last-named land in a line One Hundred Seventy-five (175) feet from and parallel to said Division Road to land of the City of Fall River, being One (1) foot from the highwater mark of Noquochoke River; thence running EASTERLY by said land of the City of Fall River to said Division Road; thence running SOUTHERLY by said Division Road to the point of beginning; excepting therefrom, however, a parcel of land located on the Southwesterly side of Division Road, bounded SOUTHWESTERLY by land now or formerly of Mary Kravnik, about Eighty-seven (87) feet; NORTHWESTERLY and WESTERLY by the remaining land hereby conveyed, about Two Hundred Fourteen (214) feet; NORTHEASTERLY by Division Road, about One Hundred Eighty-nine (189) feet; and SOUTHEASTERLY by land now or formerly of Arthur E. Beaulieu, about One Hundred Seventy-three (173) feet, containing Twenty-one Thousand Four Hundred Fifty (21,450) square feet of land, more or less, which land was conveyed by Leah A. Keen to the County of Bristol by deed dated October 6, 1941, and recorded in Bristol County South District Registry of Deeds, Book 845, Pages 437-438.

Being the third parcel conveyed to Rex Realty Corporation by Leah A. Keen by deed dated August 7, 1943, and recorded in said Registry, Book 872, Page 173.

In witness whereof the said Rex Realty 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 Wilfred J. Gingras,

its Treasurer hereto duly authorized, this eighteenth

day of January in the year one thousand nine hundred and fifty-four.

Signed and seealed in the presence of

REX REALTY CORPORATION

by

Wilfred J. Gingras

Wilfred J. Gingras, Treasurer

The Commonwealth of Massachusetts

Bristol, ss. Fall River, January 18, 19 54

Then personally appeared the above named Wilfred J. Gingras, Treasurer,

and acknowledged the foregoing instrument to be the free act and deed of the Rex Realty Corporation,

before me,

Louis A. Hoffitz

Notary Public

My commission expires August 6, 1960

1105-305

CLERK'S CERTIFICATE 1105 305

I, the undersigned, hereby certify that I am the duly elected, qualified, and acting Clerk of Rex Realty Corporation, a Massachusetts corporation duly organized by law, and that the following is a true, correct, and complete copy of a vote passed at a special meeting of the directors of said corporation, duly called and held on January 15, 1954, at which meeting all the directors were present in person and acting throughout:-

"VOTED: That this corporation sell to Annette M. Perry, of Fall River, Massachusetts, the lot of land located at the corner of Route 177 and Division Road, Westport, Massachusetts, having a frontage of approximately One Hundred Seventy-five feet on said Route 177, and containing approximately Eighty-five Hundred square feet of land, for the purchase price of Five Thousand Dollars, payable Twelve Hundred Dollars in cash and the remainder by the promissory note of the grantee, payable at the rate of Forty Dollars per month which shall include interest at 6 per cent per annum, and secured by a mortgage of said land; and that the treasurer be and he is hereby authorized and directed, upon receipt of said cash and said note and mortgage, to sign, seal, acknowledge, and deliver, in the name and on behalf of this corporation, to the said Annette M. Perry a good and sufficient deed to said property."

I further certify that the said vote as above set out has not been revoked or rescinded and is now in full force and effect, that said vote and the action ordered thereby are in pursuance of the by-laws of said corporation, and that Wilfred J. Dingras is now the duly elected, qualified, and acting Treasurer of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and the seal of said Rex Realty Corporation, this eighteenth day of January, 1954.

Elizabeth T. Sullivan

Elizabeth T. Sullivan, Clerk

Received & recorded Jan. 19 1954 at 9 hrs. 50 min. A.M.

BRISTOL COUNTY SOUTH DISTRICT REGISTRY OF DEEDS PROVIDENCE, R.I. ONLY

1105 306 391

I, Annette M. Perry,

of Fall River, Bristol County, Massachusetts,

~~wife~~ married, for consideration paid, grant to Rex Realty Corporation, a Massachusetts corporation duly established by law and having its principal place of business in said Fall River,

with ~~mortgage covenants~~ ~~to~~ to secure the payment of - - -

We, Curtis S. Bates and Blanche D. Bates, husband and wife,

of Dartmouth Bristol County, Massachusetts,

~~[illegible]~~, for consideration paid, grant to Robin Hood Restaurant, Inc., a corporation established by authority of the Commonwealth of Massachusetts, and doing business in the County of Bristol.

~~[illegible]~~

with ~~[illegible]~~ covenants

~~[illegible]~~ Dartmouth, Massachusetts, with the buildings thereon, bounded and described as follows:

(Description and encumbrances, if any)

"BEGINNING at a stake at the southwest corner of the premises to be conveyed at a point in the northerly line of Hathaway Road and at the southeast corner of land now or formerly of Herbert C. Pratt; thence northerly by last named land three hundred seventy (370) feet, more or less, to a point for a corner; thence westerly by last named and one (1) foot to a point for a corner; thence northerly by last named land three hundred forty-nine and 5/10 (349.5) feet, more or less, to a wire fence at land now or formerly of Rose Lena Kennedy, et al; thence easterly by last named land four hundred four and 25/100 (404.25) feet, more or less, to a wall at land now or formerly of Antone R. Silva, et ux; thence southerly by last named land by a wall, wire fence and wall seven hundred twenty-seven (727) feet to the northerly line of Hathaway Road; thence westerly in said northerly line of Hathaway Road one hundred eighty-nine and 18/100 (189.18) feet, more or less, to the southeast corner of land of James A. Bates, et ux; thence northwesterly by last named land two hundred twenty-two and 24/100 (222.24) feet to the northeast corner of said James A. Bates land; thence southwesterly fifty (50) feet to the northwesterly corner of said James A. Bates land; thence southeasterly two hundred twenty-nine and 94/100 (229.94) feet to said northerly line of Hathaway Road, being the southwest corner of said James A. Bates land; and thence westerly in said northerly line of Hathaway Road one hundred sixty-eight and 23/100 (168.23) feet to the stake at the point of beginning.

Containing six (6) acres, five and 12/100 (5.12) rods, more or less.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

BEING part of the premises conveyed to us by deed of Charles A. McAvoy, et ux dated April 7, 1947 and recorded in Bristol County (S.D.) Registry of Deeds, book 926, page 143.

TOGETHER with all right, title and interest of Charles A. McAvoy and Elizabeth U. McAvoy, if any they have, and without warranty as to the extent or quality of the same in and to the fee in land to the center line of said Hathaway Road where the same bounds the premises herein conveyed.

Excluding from the above described land the following:

Beginning at a stake in the southwest corner of land of James A. Bates et ux above described, thence running northwesterly in line of land of James A. Bates et ux a distance of two hundred twenty-nine and 94/100 (229.94) feet to a point; thence southwesterly a distance of twenty (20) feet to a stake; thence southeasterly in line parallel with the westerly line of land of James A. Bates et ux a distance of one hundred twenty nine and 94/100 (129.94) feet to a stake; thence southwesterly in line parallel with the northerly line of the property of James A. Bates et ux above described a distance of sixty (60) feet to a stake; thence southeasterly in line parallel with the westerly line of land of James A. Bates et ux above described, a distance of one hundred twelve and 31/100 (112.31) feet to a stake in the northerly line of Hathaway Road; thence easterly in said northerly line of Hathaway Road a distance of eighty and 94/100 (80.94) feet to the point of beginning. Containing 40.74 rods more or less.

husband / wife / of said grantor,

release to said grantee all rights of redemption, the husband's / wife's dower and homestead and other interests therein.

Witness our hand s and seal s this 18th day of January, 19 54.

William H. Carey — Curtis S. Bates

Elizabeth — Blanche D. Bates

The Commonwealth of Massachusetts

Bristol ss. January 18, 19 54.

Then personally appeared the above named Curtis S. Bates and Blanche D. Bates

and acknowledged the foregoing instrument to be their free act and deed, before me

William H Carey

William H. Carey Notary Public—Justice of the Peace

My commission expires Dec. 12 58

NO TRANSFER STAMPS NECESSARY

Received & recorded Jan 19 1954, at 10 min. 9 M.

[illegible] Restaurant, Inc., a corporation established by authority of the Commonwealth of Massachusetts, and doing business in the county of Bristol,

of Dartmouth, Bristol County, Massachusetts

~~[illegible]~~ for consideration paid, grant to Peter J. Haste

of New Bedford

with **mortgage covenants**, to secure the payment of

- - - - Seventy-five hundred and no/100 - - - - - - - - - - - - - Dollars

payable on demand, but pending demand of principal, to pay installments at the rate of $500.00 each, payable on July 1, August 1, and September 1, of each year, first payment to be made July 1, 1954.

~~[illegible]~~ with seven (7) per cent interest, per annum

~~[illegible]~~ in advance

~~[illegible]~~ its note of even date,

~~[illegible]~~ in Dartmouth, Massachusetts, with the buildings thereon, bounded and described as follows: [Description and encumbrances, if any]

BEGINNING at a stake at the southwest corner of the premises to be mortgaged at a point in the northerly line of Hathaway Road and at the southeast corner of land now or formerly of Herbert C. Pratt; thence northerly by last named land three hundred seventy (370) feet, more or less, to a point for a corner; thence westerly by last named land one (1) foot to a point for a corner; thence northerly by last named land three hundred forty-nine and 5/10 (349.5) feet, more or less, to a wire fence at land now or formerly of Rose Lena Kennedy, et al; thence easterly by last named land four hundred four and 25/100 (404.25) feet, more or less, to a wall at land now or formerly of Antone R. Silva, et ux; thence southerly by last named land by a wire fence and wall seven hundred twenty-seven (727) feet to the northerly line of Hathaway Road; thence westerly in said northerly line of Hathaway Road one hundred eighty-nine and 18/100 (189.18) feet, more or less, to the southeast corner of land of James A. Bates, et ux; thence northwesterly by last named land two hundred twenty-two and 24/100 (222.24) feet to the northeast corner of said James A. Bates land; thence southwesterly fifty (50) feet to the northwesterly corner of said James A. Bates land; thence southeasterly two hundred twenty-nine and 94/100 (229.94) feet to said northerly line of Hathaway Road, being the southwest corner of said James A. Bates land; and thence westerly in said northerly line of Hathaway Road one hundred sixty-eight and 23/100 (168.23) feet to the stake at the point of beginning.

Containing six (6) acres, five and 12/100 (5.12) rods, more or less.

Being part of the premises conveyed to Curtis S. Bates and Blanche Bates by deed of Charles A. McAvoy, et al, dated April 7, [illegible] and recorded in Bristol County (S.D.) Registry of Deeds, Book 926, Page 143. Being the same premises conveyed to corporation by deed of even date to be recorded herewith.

TOGETHER with all right, title and interest of Charles A. McAvoy and Elizabeth U. McAvoy, if any they have, and without warranty as to the extent or quality of the same in and to the fee in land to the center line of said Hathaway Road where the same bounds the premises herein conveyed.

Excluding from the above described land the following:

Beginning at a stake in the southwest corner of land of James A. Bates et ux above described, thence running northwesterly in line of land of James A. Bates et ux a distance of two hundred twenty-nine and 94/100 (229.94) feet to a point; thence southwesterly a distance of twenty (20) feet to a stake; thence southeasterly in line parallel with the westerly line of land of James A. Bates et ux a distance of one hundred twenty nine and 94/100 (129.94) feet to a stake; thence southwesterly in line parallel with the northerly line of the property of James A. Bates et ux above described a distance of sixty (60) feet to a stake; thence southeasterly in line parallel with the westerly line of land of James A. Bates et ux above described, a distance of one hundred twelve and 31/100 (112.31) feet to a stake in the northerly line of Hathaway Road; thence easterly in said northerly line of Hathaway Road a distance of eighty and 94/100 (80.94) feet to the point of beginning. Containing 40.74 rods more or less.

~~This mortgage is given for a revolving credit.~~

In witness whereof Robin Hood Restaurant, Inc. has caused its name to be signed and its seal to be affixed hereto by its President, Curtis S. Bates.

~~Excepting attached which the mortgagee should have no the revolving power of sale.~~

~~XXXXXXX~~ ~~XXXXXXX~~ ~~XXXXXXX~~

CERTIFICATE OF VOTE

I, James S. Bates, hereby certify that I am the duly elected Clerk of ROBIN HOOD RESTAURANT, INC., and that at a Special Meeting of the stockholders and Board of Directors of ROBIN HOOD RESTAURANT, INC., held on the 18th day of December, 1953, at which meeting all stockholders and directors were present and acting throughout, the following Resolution was unanimously passed:

"RESOLVED that the President, Curtis S. Bates, be and hereby is authorized on behalf of and in the name of the corporation, to borrow Seventy-five hundred (7500) dollars from Peter J. Haste, on such terms as the lender may require; and as security for the same, that he be authorized to sign, execute, acknowledge and deliver any and all mortgages on the real estate and personal property of this corporation on such terms as the mortgagee may require."

I further certify that the above Resolution is still in force and effect, never having been amended, altered or rescinded.

January 18, 1954.

James S. Bates
Clerk

ROBIN HOOD RESTAURANT, INC.
1953

Recorded & Entered Jan 19 1954 at 10 hrs & 21 min. A.M.

312
BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PROVIDENCE COUNTY

1105 312

Form 668
U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
Revised Nov. 1952

396

No. 9320

NOTICE OF FEDERAL TAX LIEN(S) UNDER INTERNAL REVENUE LAWS

UNITED STATES INTERNAL REVENUE,

Massachusetts DISTRICT

Pursuant to the provisions of Sections 3670, 3671, and 3672 of the Internal Revenue Code of the United States, notice is hereby given that there have been assessed under the Internal Revenue laws of the United States against the following-named taxpayer, taxes (including interest and penalties) which after demand for payment thereof remain unpaid, and that by virtue of the above-mentioned statutes the amount (or amounts) of said taxes, together with penalties, interest, and costs that may accrue in addition thereto, is (or are) a lien (or liens) in favor of the United States upon all property and rights to property belonging to said taxpayer, to wit:

Name of taxpayer The Club Patio, Inc.

Residence or place of business Sanford Road, North Westport, Massachusetts

NATURE OF TAX	YEAR OR TAXABLE PERIOD	DATE ASSESSMENT LIST RECEIVED	AMOUNT OF ASSESSMENT
WITH Jan 1954 - 5119	3-31-53	1-6-54	$ 77.60
WITH Jan 1954 - 5120	6-30-53	1-6-54	71.23
WITH Jan 1954 - 5121	9-30-53	1-6-54	62.10
WITH Mar 1953 - 8683	6-30-52	4-8-53	162.31
WITH Mar 1953 - 8684	9-30-52	4-9-53	136.4[illegible]
WITH Apr 1953 - 8156	12-31-52	5-1-53	164.[illegible]
MISC Apr 1953 - T0018	Cab 12-52	5-1-53	34.62
		TOTAL	$ 708.97

WITNESS my hand at Boston, on this, the 14th day of January, 19 54

Registry of Deeds
Bristol County-Southern Dist.
New Bedford, Mass.

Thomas E. Scanlon
District Director of Internal Revenue

By Martin P. Hayssiro
Federal Revenue Agent

Received & recorded Jan. 19 1954, at 8 hrs. & 34 min. A. M.

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien(s). G. C. M. 26419, 1950-1 C. B., 128.)

1105

397

1105 397

Commonwealth of Massachusetts

Bristol, ss. To the Sheriffs of our several Counties, or either of their Deputies, or any Constable of the City of New Bedford, in Said County. Greeting:

WE COMMAND YOU to attach the Goods or Estate of

ALBERT M. ALVES & CLIVE H. ALVES

4667 Acushnet Avenue

New Bedford Mass.

to the value of Five Thousand Dollars, and summon the said Defendant s, (if they may be found in your precinct,) to appear before the Third District Court of Bristol, to be holden at New Bedford, within our County of Bristol, on the second Saturday of March A.D. 19 54, at nine of the clock in the forenoon; then and there to answer to

JOHN MARTIN, SR., of New Bedford, in said County of Bristol

or

in an action contract—tort

To the damage of the said plaintiff, (as he says,) the sum of Five Thousand Dollars as shall then and there appear, with other due damages. And have you there this writ with your doings therein.

Witness, AUGUST C. TAVEIRA, Esquire, *Justice of said Court, at said New Bedford, the* 18th *day of* January *in the year of our Lord one thousand nine hundred and* fifty-four.

Walter R. Mitchell
Clerk.

314

1105 314

OFFICER'S RETURN

New Bedford, Jan. 19, 1954

BRISTOL, SS.

By virtue of this Writ, I this day at 15 minutes past [illegible] o'clock in the forenoon attached as the property of the within named Albert M. Alves and Olive H. Alves, defendants, all their right, title and interest in and to any real estate in New Bedford or elsewhere in the County of Bristol and especially certain tract of registered land situated in New Bedford, bounded and described as follows: Easterly by the westerly line of Acushnet Avenue, 140.25 feet; Southerly by lot 16 on plan hereinafter mentioned, 192.87 feet; and Northerly by land now or formerly of L. V. Parker, 230.46 feet; said land is shown as lot 17 on subdivision plan 1652B, dated June 15, 1908, filed in the Land Registration Office at Boston, a copy of which is filed in Bristol County (S.D.) Registry of Deeds in Land Registration Book 1B, Page 71, with Certificate of Title No. 211. Lot 17 on plan 1652B filed with Certificate 211, Book 1B, Page 71 is subdivided and shown as lots 21 and 22 and part of Al-Alves Street on Plan 1652F filed with Certificate 3872, Book 18, Page 29. For title, see Certificate 3872, Land Registration Book 18, Page 29.

and afterwards on the same day, same time I attached as the property of the within named Albert M. Alves and Olive H. Alves, defendants, all their right, title and interest they now have in and to any real estate situated in New Bedford or elsewhere in the County of Bristol, and afterwards on the 19th day of January, 1954 I deposited a true and attested copy of this writ without the declaration but with so much of my return thereon as relates to the attachment of the real estate in the office of the Registry of Deeds, (S.D.) of the said County of Bristol.

Leopold L. Fuhrer
Deputy Sheriff

from the office of Selwyn I. Braudy

Deputy Sheriff

Received & recorded Jan 19, 1954 at 11 hrs. & 4 min. P. M.

1105-314

398

The ACUSHNET CO-OPERATIVE BANK, holder of a mortgage

from William Botelho and Doris Botelho

to it, dated November 12, 1953 recorded with Bristol County S. D. Registry

of Deeds, Book 1100, Page 329,

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 nineteenth day of January 19 54

ACUSHNET CO-OPERATIVE BANK

By Eugene F. Phelan

Treasurer.

1105

COMMONWEALTH OF MASSACHUSETTS

1105 315

Bristol, ss. January 19, 19 54

Then personally appeared the above-named Eugene F. Phelan, 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. 8, 1955

Received & recorded Jan. 19 1954, at 11 hrs. & 43 min. A. M.

387

1105-315

Know All Men by these Presents

THAT the NEW BEDFORD FIVE CENTS SAVINGS BANK, *a corporation duly established by law of New Bedford, County of Bristol, and Commonwealth of Massachusetts, the holder of a mortgage from*

Wallace J. Wilbur et ux.

to said Corporation, dated June 13, 1951 *A. D.* , *and recorded with Bristol County S. D. Registry of Deeds, book* 1420 *, page* 302 *, acknowledges satisfaction of the same.*

In witness whereof, *the said* NEW BEDFORD FIVE CENTS SAVINGS BANK, *by* Edward F. Dalzell *, its* 1st. Asst. Tress, *thereto duly authorized, has caused its corporate name to be hereto subscribed and its corporate seal hereto affixed this* nineteenth *day of* January, 1954 *, A. D.*

Signed and sealed in the presence of

NEW BEDFORD FIVE CENTS SAVINGS BANK
By Edward F. Dalzell
President
Treasurer
1st. *Asst. Treasurer*

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 19, 1954 *. Then personally appeared the above-named* Edward F. Dalzell, 1st. Asst. Treasurer *, and acknowledged the foregoing instrument to be the free act and deed of said Corporation, before me*

Alfred Robert Pace
~~Justice of the Peace.~~
Notary Public.

My commission expires 7/18/58

January 19 1954, at 9 o'clock and 55 minutes A.M.

Received and entered with Bristol Co. S.D. Deeds, book 1105 page 315

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

ORDER OF TAKING
BY
EMINENT DOMAIN
BY THE
TOWN OF DARTMOUTH
OF PARCELS LAID OUT ON THE TAKING
PLAN OF CROSS ROAD SCHOOL SITE,
DARTMOUTH, MASSACHUSETTS

WHEREAS, the acquirement of a parcel of land having an area of approximately 12 acres bounded on the east 668 feet, more or less, on Cross Road; on the southerly side for 781 feet, more or less, on Faes Street; on the westerly side for 586 feet, more or less, by the Bolles farm; the northerly side by a line 200 feet, more or less north of Morris Street from Cross Road westerly for about 400 feet, more or less, and 100 feet, more or less, north of Morris Street to the Bolles farm for the remaining 500 feet, more or less, of the northerly line, for school purposes is necessary and desirable and has been approved under the requirements of law; and,

WHEREAS, the New School Building Committee has made written request of the Board of Selectmen of the Town of Dartmouth to acquire said land by eminent domain; and,

WHEREAS, said Board of Selectmen are authorized so to do, by the provisions of General Laws (T.E.) Chapter 79, as amended; and

WHEREAS, appropriation has been made therefor by unanimous vote of the Town Meeting members at a special meeting called for the purpose and convened on July 1, 1953, pursuant to the provisions of Article 2 of the Warrant calling said meeting;

NOW, THEREFORE, it is ordered that the following described parcels of land, all as laid out on Taking Plan of Cross Road School Site, Dartmouth, Mass., dated January 18, 1954, drawn by Raymond Vieroek, Surveyor, be and are hereby taken and condemned for school purposes, in fee, together with all rights and privileges appurtenant thereto:-

Parcel 1. Area 100.3 Sq. Rds., more or less. - Benton B. Bailey

Bounded as follows: On the north by land of Lloyd H. Davis and Gloria A. Davis therein measuring 133.34 feet; on the east by the west line of Cross Road therein measuring 198.15 feet; on the south by land of owner unknown therein measuring 141.39 feet; on the west by land of Jonathan Bailey therein measuring 199.53 feet.

Parcel 2. Area 1 Acre, 41.2 Sq. Rds., more or less - Jonathan Bailey

Bounded as follows: On the north by land of Sadie Burns therein measuring 115 feet and by land of Lloyd H. Davis and Gloria A. Davis therein measuring 151.66 feet, a total of 266.66 feet; on the east by land of Benton B. Bailey therein measuring 199.53 feet; on the south by land of owner unknown therein measuring 282.77 feet; on the west by land of Manuel DeCosta and Silvana DeCosta therein measuring 99.26 feet; on the north by land of Sadie Burns therein measuring 24.16 feet; and on the west by land of Sadie Burns therein measuring 100 feet.

Parcel 3. Area 31.2 Sq. Rds., more or less - Owner Unknown

Bounded as follows: On the north by land of Benton B. Bailey therein measuring 141.39 feet and by land of Jonathan Bailey therein measuring 282.77 feet, a total of 424.16 feet; on the east by the west line of Cross Road therein measuring 20 feet; on the south by land of Manuel F. Rogers therein measuring 169.16 feet and by land of Manuel DeCosta and Silvana DeCosta therein measuring 255 feet, a total of 424.16 feet; and on the west by land of Manuel DeCosta and Silvana DeCosta therein measuring 20 feet.

Parcel 4. Area 72.7 Sq. Rds., more or less - Manuel F. Rogers

Bounded as follows: On the north by land of owner unknown therein measuring 169.16 feet; on the east by the west line of Cross Road therein measuring 117 feet; on the south by land of Milton G. Costa and Mabel C. Costa therein measuring 169.16 feet; and on the west by land of Manuel DeCosta and Silvana DeCosta therein measuring 117 feet.

Parcel 5. Area 72.7 Sq. Rds., more or loss - Milton G. Costa and Mabel C. Costa

Bounded as follows: On the north by land of Manuel F. Rogers therein measuring 169.16 feet; on the east by the west line of Cross Road therein measuring 117 feet; on the south by land of Walter A. Boim and May Boim therein measuring 169.16 feet; and on the west by land of Manuel DeCosta and Silvana DeCosta therein measuring 117 feet.

1105 318

Parcel 6. Area 133.0 Sq. Rds., more or less - Walter A. Boim and May Boim

Bounded as follows: On the north by land of Milton A. Costa and Mabel C. Costa therein measuring 169.16 feet; on the east by the west line of Cross Road therein measuring 214 feet; on the south by the north line of Pass Street therein measuring 169.16 feet; and on the west by land of Manuel DeCosta and Silvana DeCosta therein measuring 214 feet.

Parcel 7. Area 7 Acres, 106.6 Sq. Rds., more or less - Manuel DeCosta and Silvana DeCosta

Bounded as follows: On the north by land of Sadie Burns therein measuring 401.66 feet; on the east by land of Jonathan Bailey therein measuring 99.26 feet and by land of owner unknown therein measuring 20 feet, a total of 119.26 feet; on the north by land of owner unknown therein measuring 255.0 feet, on the east by land of Manuel F. Rogers therein measuring 117 feet, by land of Milton G. Costa and Mabel C. Costa therein measuring 117 feet, and by land of Walter A. Boim and May Boim therein measuring 214 feet, a total of 448 feet; on the south by the north line of Pass Street therein measuring 603.64 feet; on the southwest by land of John Bellea therein measuring 54.17 feet and 208 feet, more or less; and on the west by land of Joseph Langlois and Arsene J. Levesque therein measuring 309.5 feet, more or less.

Parcel 8. Area 31.9 Sq. Rds., more or less - Joseph Langlois and Arsene J. Levesque

Bounded as follows: On the north by land of Sadie Burns therein measuring 54.86 feet; on the east by land of Manuel DeCosta and Silvana DeCosta therein measuring 309.5 feet, more or less; and on the southwest by land of John Bellea therein measuring 44.5 feet, more or less and 270.96 feet.

The structures, if any, and trees affixed to the land taken under this order are included in the taking. No betterments are to be assessed for this taking, and the damages sustained by the owners of property aforesaid are hereby assessed and included as compensation in full for land taken in fee, together with all rights and privileges appurtenant therein, in the sum of $ 1,791.25 to be apportioned as follows:

BRISTOL COUNTY (SOUTH DISTRICT) REGISTRY OF DEEDS PROVIDENCE, R.I.

Parcel 1.	Land supposed to belong to Benton B. Bailey	$ 500.00
Parcel 2.	Land supposed to belong to Jonathan Bailey	$ 250.00
Parcel 3.	Land belonging to owner unknown	$ None
Parcel 4.	Land supposed to belong to Manuel F. Rogers	$ 625.00
Parcel 5.	Land supposed to belong to Milton G. Costa and Mabel C. Costa	$ 437.50
Parcel 6.	Land supposed to belong to Walter A. Boim and May Boim.	$ 875.00
Parcel 7.	Land supposed to belong to Manuel DuCosta and Silvana DuCosta.	$ 1,062.50
Parcel 8.	Land supposed to belong to Joseph Langlois and Arsene J. Lovesque	$ 31.25

It is further expressed and stipulated that the order of taking and the awarding of damages does not relieve the owner of land taken from liability for taxes now uncollected for the year 1954 or any prior year if the same remain unpaid at this date.

And it is further ordered that the Town Clerk cause a copy of this order of taking, certified by him, together with a plan of the parcels of land taken, to be recorded within 30 days from and after the adoption of this order on behalf of the Town of Dartmouth in the Registry of Deeds for the Southern District of the County of Bristol.

And it is further ordered and directed that notice by given to every person whose property has been taken or who is otherwise entitled to notice as to damages on account of said taking. Such notice shall be in writing and shall describe in general terms the purpose and extent of the taking and shall state the amount of damages, if any, awarded to the person to whom the same is sent.

And notice is hereby given that petition may be brought in the Superior Court to determine damages under General Laws (T.E.) Chapter 79, Sections 14 and 16, as amended, within one year, or within such further time as the law may allow.

Such notice may be served by personal service, or by leaving an attested copy thereof at the last and usual place of abode of the person to be notified, if he is a resident of the Commonwealth, by any person authorized to serve civil precepts, or notice may be given to persons within or without the

Commonwealth, by registered mail or other suitable means, as prescribed

Section 8 of said Chapter 79.

Adopted January 18, 1954

BOARD OF SELECTMEN OF THE
TOWN OF DARTMOUTH

William F. Cossey
George M. Allen
Manuel V. Medeiros
Chairman

January 19, 1954

I hereby certify that the foregoing is a true and exact copy of the original order duly recorded and filed in the office of the Town Clerk of the Town of Dartmouth.

Attest:

Thomas B. Gaul
Town Clerk of the
Town of Dartmouth

Received & recorded Jan. 19, 1954, at 11 hrs. & 52 min. A.M.

1105-320

386

I, Jacob Genesky, holder of a mortgage

from Wallace J. Wilbur and Dorothy I. Wilbur, husband and wife,

to me

dated January 28, 1953

recorded with Bristol County S. D. County Registry of Deeds

Book 1074, Page 98, acknowledge satisfaction of the same

Witness my hand and seal this 18th day of January 1954

George Allen Jacob Genesky

The Commonwealth of Massachusetts

Bristol ss. New Bedford, January 18 1954

Then personally appeared the above named Jacob Genesky

and acknowledged the foregoing instrument to be his free act and deed

before me

George Allen
Notary Public

My commission expires 12-4 1956

Received & recorded Jan. 19 1954 at 9 hrs. & 57 min. A.M.

401

1105 021

I, Otis C. Stanton,

of Dartmouth, Bristol County, Massachusetts,

~~XXXXXXXXXX~~ for consideration paid, grant to Mary F. Stanton,

~~XXXXXXXXXX~~

~~XXXXXXXXXX~~ XX

with warranty covenants, a one-tenth (1/10) interest, making the grantee's interest three-twentieths (3/20), in the land, with any buildings thereon, in said Dartmouth, bounded and described

as follows:

FIRST PARCEL: Beginning at a point in the northerly line of Hill Street so-called, one hundred ten and 62/100 (110.62) feet westerly from its intersection with the westerly line of Elm Street, thence westerly in line of said Hill Street about two hundred ninety-six (296) feet to the Apponagansett River, and on the same line into said River as far as private rights extend; then beginning again at the first described point and running northerly at right angles with said Hill Street and by land formerly of Florence L. Gifford, being now the Second Parcel herein, and land of Jean K. Stanton, one hundred two (102) feet to a cement bound marking the northeasterly corner of the granted premises; thence westerly in a line parallel with said Hill Street and still by land formerly of said Gifford, being the Third Parcel herein described, about two hundred seventy-four (274) feet to the Apponagansett River and on the same line into said River as far as private rights extend; and thence southerly in line of said River to the end of the first described line.

Containing one hundred six and 77/100 (106.77) square rods, more or less.

Together with all my right, title and interest in the fee of Hill Street abutting on said premises.

SECOND PARCEL: Beginning in the northerly line of Hill Street at the southeast corner of the First Parcel herein and in the westerly face of a bank wall and running northerly in said face of the bank wall and in this course extended, by land of Jean K. Stanton, seventy-three and 13/100 (73.13) feet to a stake, which stake is located five (5) feet easterly at right angles from a point in the easterly line of the First Parcel herein, which point is seventy-three (73) feet northerly therein from the point of beginning; thence running from said stake northwesterly by said land of Jean K. Stanton seven and 81/100 (7.81) feet to a point in the easterly line of the First Parcel herein; and thence running southerly by the First Parcel herein seventy-nine (79) feet to the point of beginning.

Containing three-quarters (3/4) of a square rod, more or less.

THIRD PARCEL: Beginning at a point one hundred two (102) feet northerly from the north line of Hill Street at the northeast corner of the First Parcel herein and running approximately south 64° 51' 30" west by said First Parcel two hundred seventy-six (276) feet, more or less, to high water mark and on the same course by said First Parcel into the waters of Apponagansett River or harbor as far as private rights extend; then beginning again at the point of beginning and running westerly at an interior angle of 21° 6' 10" by land of Jean K. Stanton two hundred thirty-six and 37/100 (236.37) feet to a stone bound and continuing in the same course twenty-seven (27) feet, more or less, to high water mark, and thence in a course parallel with the first described line of this parcel into the waters of Apponagansett River or harbor as far as private rights

extend; thence southerly by said river or harbor to the westerly end of the first described line.

Containing above high water mark forty-nine and 69/100 (49.69) square rods, more or less.

Being the same premises conveyed to me by deed of John M. Bullard dated May 3, 1946 and recorded in Bristol County (S.D.) Registry of Deeds in Book 913, Page 214.

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Witness my hand and seal this 16 day of January, 1954.

Executed in the presence of

Sally Aetman

Otis C. Stanton

NO STAMPS REQUIRED.

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 16, 1954.

Then personally appeared the above named Otis C. Stanton and acknowledged the foregoing instrument to be his free act and deed,

before me John M. Bullard, Notary Public

My commission expires July 27, 1956.

Received & recorded Jan 19 1954, at 12 hrs. & 39 min. P. M.

402

CERTIFICATE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS Jennie Flannery, also known as Jane Flannery, of New Bedford, in the County of Bristol, Commonwealth of Massachusetts, has the ownership of or the ownership of an interest in certain real property situated in the city ~~town~~ of New Bedford in the County of Bristol, described as follows:

Land and buildings at 397 Earle Street, Book 430, Page 494.

Aid Case Certificate No.

AND WHEREAS, the said Jennie Flannery is an applicant and/or recipient of Public Assistance under Chapter 118A of the General Laws (ter.ed.) as amended;

NOW THEREFORE, in accordance with the provisions of Section 4 of Chapter 118A as amended by Chapter 801 of the Acts of 1951, the city ~~town~~ 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 19th day of January 1954.

City ~~Town~~ of New Bedford

By Leo S. Harrington
Social Work Supervisor

Seal

Being (~~[illegible]~~) (the duly delegated agent of) the Board of Public Welfare of

NEW BEDFORD, MASSACHUSETTS

THE COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. January 19, 1954.

Then personally appeared the above named Leo S. Harrington and acknowledged the foregoing instrument to be the free act and deed of the city ~~town~~ of New Bedford, before me

Adele M. Merchant
Notary Public

My commission expires Feb. 13, 1959

Recorded Jan 19 1954, at / Fee 6 Min. P. M.

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PROVIDENCE, R.I.

KNOW ALL MEN BY THESE PRESENTS

That I, Jennie M. Braley, widow,

of Fairhaven, Bristol County, Massachusetts,

for consideration paid, grant to Antonio Cassella,

of Fairhaven, Massachusetts

with quitclaim covenants

the land in Fairhaven, bounded and described as follows:

[Description and encumbrances, if any]

Beginning at the intersection of the South line of Maple Street with the west line of Shaw Road;

thence Southerly by Shaw Road One Hundred Sixty-Three and 79/100 (163.79) feet to Fruit Street;

thence Westerly by Fruit Street One Hundred Twelve and 96/100 (112.96) feet to Beachmont Street;

thence Northerly by Beachmont Street One Hundred Sixty and 06/100 (160.06) feet to Maple Street; and

thence Easterly by Maple Street Seventy-Three and 30/100 (73.30) feet to the place of beginning.

Containing Fifty-Four and 73/100 (54.73) rods, more or less and being Lots 98, 99, 100, and 101 on plan of Corrie Terrace.

For my title see deed of Manuel Medeiros to Jennie M. Braley dated April 5, 1924 and recorded in Bristol County (S.D.) Registry of Deeds Book 586, Page 455.

This deed is given to confirm title in the grantee.

1105

1105 325

[illegible] to this [illegible] property by the entirety and [illegible] dower and homestead

Witness my hand and seal this 12 day of January 1954

no stamps required

Jennie M. Braley
Jennie M. Braley

The Commonwealth of Massachusetts

BRISTOL, ss. 1/7 1954

Then personally appeared the above named Jennie M. Braley

and acknowledged the foregoing instrument to be her free act and deed, before me

Hope Herrick
Notary Public — Justice of the Peace

My Commission expires 8/6 1960

Received & recorded Jan. 19 1954 at 1 hrs. & 21 min. P. M.

353

1105-325

Charles A. McAvoy and Elizabeth McAvoy holder of a mortgage

from Curtis S. Bates and Blanche Bates

to Charles A. McAvoy and Elizabeth McAvoy

dated May 1, 1950

recorded with Bristol County Registry of Deeds (S.D.)

Book 383, Page 455, acknowledge satisfaction of the same

Witness our hand and seals this 18th day of January, 1954.

William H. Carey
As to both

Charles A. McAvoy
Elizabeth A. McAvoy

The Commonwealth of Massachusetts

Bristol ss. January 18, 1954.

Then personally appeared the above named Charles A. McAvoy and Elizabeth McAvoy

and acknowledged the foregoing instrument to be their free act and deed

before me

William H. Carey
William H. Carey, Notary Public — Justice of the Peace

My commission expires December 12, 1958.

Received & recorded Jan 19 1954, at 10 hrs. & 19 min. P.M.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

NOTICE OF LEASE

NOTICE is hereby given of a lease from Helen E. Grumbt and Elsie M. Grumbt, both of New Bedford in the County of Bristol and Commonwealth of Massachusetts, Lessors to Coleman Lipman of said New Bedford, Lessee, particulars of which are as follows:

Date of Execution: January 7, 1954.

Description of Premises: Three (3) stores, together with the basements thereunder, located on the northeast corner of Kempton and Park Streets and numbered 505 and 509 Kempton Street and 258 Park Street in said New Bedford, together with land appurtenant thereto.

Term of Lease: Ten (10) years, beginning with the seventh day of January, 1954, and ending on the sixth day of January, 1964.

IN WITNESS WHEREOF the said Lessors and Lessee have hereunto set their hands and seals this 15th day of January, 1954.

Helen E. Grumbt
Helen E. Grumbt Lessor

Elsie M. Grumbt
Elsie M. Grumbt Lessor

Coleman Lipman
Coleman Lipman Lessee

COMMONWEALTH OF MASSACHUSETTS

Bristol, SS. New Bedford, January 15th 1954.

Then personally appeared the above-named Helen E. Grumbt and Elsie M. Grumbt and acknowledged the foregoing instrument to be their free act and deed

Before me,

Helen Potter Brewer
Helen Potter Brewer, Notary Public

My Commission expires January 31st, 1958

Received & Recorded Jan 19 1954 at 2 hrs. & 27 min. P.M.

BRISTOL COUNTY
REGISTRY OF DEEDS
TAUNTON, MASS.

We, Alford Dyson and Emma B. Dyson, husband and wife, as joint tenants,

of Westport, Bristol

County, Massachusetts, ~~[illegible]~~ 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 - - -

BRISTOL COUNTY N.D.
REGISTRY OF DEEDS
PROVIDENCE COUNTY

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 unmatured, paid-up or matured shares, in his own name; and that the provisions of Chapter 170 of the General Laws as amended (LAWS REGULATING) 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 - - - - - - - - - - second Wednesday - - 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.

We, Alford Dyson and Emma B. Dyson, husband and wife, (husband and wife) of said mortgage

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 June 1954

Witnesses: [illegible] by [illegible]

Alford Dyson
Emma B. Dyson

1105

The Commonwealth of Massachusetts

1105 : 329

Bristol ss. Fall River January 3, 1954

Then personally appeared the above named Alford Dyson and Tena B. Dyson

and acknowledged the foregoing instrument to be their free act and deed, before me,

Earl Kilcoyne

Notary Public—~~JUSTICE OF THE PEACE~~

My commission expires June 30, 1958

Received & recorded Jan 19 1954, at 12 hrs. & 19 min. P.M.

332

1105-329

Know All Men by these Presents

That the NEW BEDFORD FIVE CENTS SAVINGS BANK, *a corporation duly established in the City of New Bedford, County of Bristol, and Commonwealth of Massachusetts, the holder of a mortgage from*

Curtis S. Bates et ux.

to said Corporation, dated May 1, 1950 *A. D.* , *and recorded with Bristol County S. D. Registry of Deeds, book* 967 , *page* 550 , *acknowledges satisfaction of the same.*

In witness whereof, *the said* NEW BEDFORD FIVE CENTS SAVINGS BANK,

by John T. Chambers , *its* Treasurer , *thereto duly authorized, has caused its corporate name to be hereto subscribed and its corporate seal hereto affixed this* nineteenth *day of* January, 1954 , *A. D.*

Signed and sealed in the presence of

NEW BEDFORD FIVE CENTS SAVINGS BANK

By Alfred Chambers

~~President~~

Treasurer

~~Asst. Treasurer~~

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 19, 1954 *Then personally appeared the above-named* John T. Chambers, 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 7/18/57

Jan. 19, 1954 at 12 *o'clock and* 19 *minutes* P *M.*

Received and entered with Bristol S.D. Registry of deeds, book [illegible] *page* [illegible]

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

1105 330 406

The FALL RIVER CO-OPERATIVE BANK, the holder of mortgage from Alfred Dyson and Emma B. Dyson to said Bank, dated June 26, 1945 recorded with Bristol County South District ~~Fall River~~ Deeds, book 1105 page 54-55 acknowledges satisfaction of the same.

Witness its hand and seal this Nineteenth day of January 1954

FALL RIVER CO-OPERATIVE BANK

By Carl K. Lincoln Treasurer.

COMMONWEALTH OF MASSACHUSETTS
BRISTOL, SS. Fall River Jan. 19, 1954.

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 C. Greenwood
Notary Public.

My commission expires April 9, 1959

BRISTOL, SS. January 19 1954
at 2:41 o'clock P. M.
Received and recorded this Discharge with the Bristol County ~~Fall River~~ District Registry of Deeds,
Book 1105
Page 330

1105-330 407

We, Beulah R. Burrell and Palma R. Cadieux, executrices of the estate of Joseph D. Champegny,

holder of a mortgage

from George J. Koutroumpis et ux

to Joseph D. Champegny

dated September 5, 1952

recorded with Bristol S. D. County Registry of Deeds

Book 1061, Page 63, acknowledge satisfaction of the same

Witness our hands and seals this 19th day of January 1954

Palma R. Cadieux
Beulah R. Burrell

The Commonwealth of Massachusetts

Bristol ss. Acushnet January 19, 1954

Then personally appeared the above-named Beulah R. Burrell

and acknowledged the foregoing instrument to be her free act and deed

before me

Sydney H. Burrell
Notary Public

My commission expires 3/26/60

Received & recorded Jan. 19, 1954, at 3 hrs. & 03 min. P.M.

1105

408 1105 331

We, George J. Koutroumpis and Helen G. Koutroumpis, husband and wife,

of New Bedford, Bristol County, Massachusetts

~~being married~~, for consideration paid, grant to

Beulah R. Burrell and Sydney H. Burrell, husband and wife

of Acushnet Massachusetts

with ~~mortgage covenants~~, to secure the payment of

Three thousand eight hundred--- Dollars

in on demand ~~xxxx~~ with five per centum interest per annum payable semi-annually with not less than $104.00 on account of principal on interest days as provided in our note of even date,

the land in New Bedford, Mass., together with the buildings thereon bounded (Description and encumbrances, if any)

and described as follows:

Beginning at the northeast corner thereof at a point in the west line of Belleville Avenue, distant southerly therein 153.24 feet from the southerly line of Tarkiln Hill Road;

thence westerly by land of parties unknown, 70.71 feet to Lot No. 6 on plan hereinafter described;

thence southerly by last named land, 50 feet to lot No. 7 on said plan;

thence easterly by last named land, 71.72 feet to a point in the said west line of Belleville Avenue; and

thence northerly in said west line of Belleville Avenue, 50 feet to the place and point of beginning.

The said premises contain 13.08 sq. rods, more or less, and are the same conveyed to us by Beryl S. Hewson by deed dated Sept. 8, 1944 and are lot No. 6 on plan of land owned by William G. Taber on file in Bristol County S. D. Registry of Deeds in plan book 25, page 179.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale

We, George J. Koutroumpis and Helen G. Koutroumpis husband and wife ~~xx~~ said mortgagor s

~~xx~~ to the mortgagee all rights of tenancy by the curtesy dower and homestead and other interests in the mortgaged premises.

~~Witness~~ our hand~~s~~ and seal~~s~~ this 19th day of January 19 54

Helen G. Koutroumpis

George J. Koutroumpis

The Commonwealth of Massachusetts

Bristol ss. January 19, 19 54

Then personally appeared the above named George J. Koutroumpis

and acknowledged the foregoing instrument to be his free act and deed,

before me,

Allan L. Rawcliffe

ALLAN L. RAWCLIFFE Notary Public — Justice of the Peace

My commission expires Nov. 24, 19 55

Received & recorded Jan. 19, 1954 at 3 Hrs. & 04 min. P.M.

BRISTOL COUNTY REGISTRY OF DEEDS
REGISTRY OF DEEDS
BRISTOL COUNTY
331
199-423
Discharge 7/28/66 1530-333

332
BRISTOL COUNTY
REGISTRY OF DEEDS
PROVIDENCE COUNTY

I, Edna S. Saltmarsh, married, of Dartmouth
Bristol County, Massachusetts,

for consideration paid, grant to Robert J. Saltmarsh and Dorothee G. Saltmarsh, 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 Dartmouth in Bristol County, Massachusetts and bounded and described as follows:

Beginning at a stake in the NORTHERLY line of Swift Road as shown on a plan hereafter mentioned, said stake being at the SOUTHWEST corner of the premises to be conveyed and at the SOUTHEAST corner of Lot No. 6 as shown on said plan;

thence NORTHEASTERLY by said Lot No. 6 two hundred thirty-one and 74/100 (231.74) feet more or less to a drill hole at land now or formerly of Edna S. Saltmarsh;

thence SOUTHEASTERLY by last named land one hundred twenty and 1/10 (120.1) feet more or less to a drill hole in the corner of a wall at land of Anthony Beach Association Inc.;

thence continuing SOUTHEASTERLY in the line of a wall by last named land ninety-eight and 66/100 (98.66) feet to a drill hole at intersection of two walls;

thence SOUTHERLY in the line of a wall by other land of Elizabeth B. Loring et al eighty (80) feet to a drill hole in said wall;

thence SOUTHWESTERLY by last named land one hundred sixty-two and 41/100 (162.41) feet to a point in the NORTHERLY line of Swift Road Circle as shown on said plan;

thence in a curved line SOUTHWESTERLY by said Swift Road Circle thirty-seven (37) feet to a point on said circle as shown on said plan;

thence SOUTHWESTERLY in a curved line having a radius of thirty-seven (37) feet, thirty-nine and 41/100 (39.41) feet to a stake in the NORTHERLY line of Swift Road as shown on said plan;

thence NORTHWESTERLY by said Swift Road seventy-one (71) feet to the point of beginning;

Containing one hundred fifty-five and 6/10 (155.6) square rods more or less.

Being Lot No. 7 as shown on Revised Plan showing changes in Lots No. 6 and 7 of land for Horatio H. Brewster and Elizabeth B. Loring

BRISTOL COUNTY S.D. REGISTRY OF DEEDS PREVIEW ONLY

situated in Dartmouth, Massachusetts, dated August 24, 1953 and filed in Bristol County S. D. Registry of Deeds Plan Book 46, Page 20.

Together with the fee in the NORTHERLY one-half of Swift Road where it abuts on said Lot No. 7.

Subject to an easement to Peter C. Dirksen and Ernestine Dirksen to lay and maintain a drain pipe in Swift Road dated July 17, 1953 and recorded in Bristol County, S. D. Registry of Deeds, Book 1091, Page 93.

Subject to restrictions of record insofar as the same are now in force and applicable.

Together with the following rights of way for all purposes, to be used in common with the owners of other lots shown on the plan herein-referred to:

1. A right of way over Arbor Way as shown on said plan;

2. A right of way over Swift Road and Swift Road Circle as shown on said plan, but only as far west as its intersection with Arbor Way;

3. A right of way over Sunset Lane, a private way, shown on a plan of Sunset Lane dated December 15, 1947 and recorded in Bristol County S.D. Registry of Deeds, plan book 39, page 13, but only from Arbor Way westerly to Hockland Street. For the title of this right of way see reservation contained in deed from Elizabeth B. Loring et al to Edna Saltmarsh dated December 30, 1947 and recorded in Bristol County S.D Registry of Deeds book 939, page 292.

Subject also to an easement granted to New Bedford Gas & Edison Light Co. et al dated August 7, 1953 and recorded in Bristol County S.D. Registry of Deeds, book 1091, page 322.

Subject to real estate taxes for the year 1954 which the grantees assume and agreed to pay.

For my title see deed from Elizabeth B. Loring et al dated September 10, 1953 and recorded in Bristol County S.D. Registry of Deeds book 1094, page 106.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDED FOR ONLY

1105 334

I, Robert C. Saltmarsh, husband of said Edna S. Saltmarsh release to said grantee all rights of curtesy, dower, homestead, statutory, and other interests therein.

Witness hand and seal this nineteenth day of January 1954

Executed in the presence of

Edna S. Saltmarsh

Robert C. Saltmarsh

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 19, 1954

Then personally appeared the above named Edna S. Saltmarsh and acknowledged the foregoing instrument to be her free act and deed,

before me, Notary Public

My commission expires 25 June 1960

Received & recorded Jan. 19, 1954, at 4 hrs. & 20 min. P.M.

1105

410

Commonwealth of Massachusetts

Bristol, SS. To the Sheriffs of our several Counties, or either of their Deputies, or any Constable of the City of New Bedford, in Said County. Greeting:

WE COMMAND YOU to attach the Goods or Estate of

Edward H. King of 50 Chestnut Street, Dartmouth, Bristol County, Massachusetts,

to the value of One Hundred fifty Dollars, and summon the said Defendant, (if he may be found in your precinct,) to appear before the Third District Court of Bristol, to be holden at New Bedford, within our County of Bristol, on the second Saturday of February A.D., 1954, at nine of the clock in the forenoon; then and there to answer to

A claim of said Dartmouth

in an action contract—

To the damage of the said plaintiff, (as he says,) the sum of One Hundred fifty Dollars as shall then and there appear, with other due damages. And have you there this writ with your doings therein.

Witness, AUGUST C. TAVEIRA, Esquire, Justice of said Court, at said New Bedford, the 19th day of January in the year of our Lord one thousand nine hundred and fifty-four.

Walter R. Mitchell
Clerk.

True Copy
Attest
Richard Burrows
Deputy Sheriff

OFFICER'S RETURN New Bedford, January 19, 1954.

BRISTOL, SS.

By virtue of this Writ, I this day at 15 minutes past four o'clock inthe afternoon attached as the property of the within named Edward H. King, Defendant all right, title and interest he now has in and to any real estate situated in New Bedford, Dartmouth or elsewhere in the County of Bristol.

And afterwards on the 19th day of January, 1954 I deposited a true and attested copy of this writ, without the declaration but with so much of my return as relates to the attachment of real estate, in the Office of the Register of Deeds for the Southern District of said County of Bristol.

From the office of
Thomas and Thomas

Richard Burrows
Deputy Sheriff

Received and recorded Jan. 19 1954, at 4 hr. & 21 min. P.M.

BRISTOL COUNTY REGISTRY OF DEEDS
BRISTOL COUNTY REGISTRY OF DEEDS
BRISTOL COUNTY REGISTRY OF DEEDS

KNOW ALL MEN BY THESE PRESENTS, that Whitman Development Corp. of New Bedford, Bristol County, Commonwealth of Massachusetts, a Massachusetts corporation, being the mortgagor in a certain mortgage of even date herewith to the New Bedford Institution for Savings, a Massachusetts corporation having its usual place of business in New Bedford, which mortgage has been recorded in the New Bedford Registry of Deeds, and also being the lessor in four leases from Whitman Development Corp. to Joseph P. Duchaine doing business as My Bread Baking Co. dated October 2, 1950 and recorded in said Registry, Book 980, Page 243; to William Belanger doing business as Southeastern Supply Co. dated October 2, 1950 and recorded in said Registry, Book 980, Page 247; to Alexander J. Montminy doing business as New England Dry Cleaning and Supply Co. dated May 18, 1951 and recorded in said Registry, book 1020, page 398; and lease to William Belanger doing business as Southeastern Supply Co. dated November 23, 1951 and recorded in said Registry, book 1042, page 415, do hereby sell, assign, transfer and set over to the New Bedford Institution for Savings, as collateral security for the payment of the note secured by said mortgage for the performance of all the covenants and conditions in said mortgage, and for the payment of any other obligations of said corporation to the holder of said note now or hereafter existing, direct or indirect, joint or several, absolute or contingent, all rents due or to become due under the aforesaid leases, to have and to hold to said assignee, its successors and assigns.

Said assignee shall have full power to demand, sue for, and collect said rents in its own name and to its own use and to compromise, compound and settle, on such terms and for such amounts as it in its sole and uncontrolled discretion may deem advisable, any claim relating to said rents subject only to the duty to account as below set forth.

Said corporation covenants and warrants that it has made no prior assignment of said leases or of said rents and that it will

not without first obtaining the written consent of said New Bedford Institution for Savings.

(a) terminate said leases;

(b) accept the surrender of said leases;

(c) reduce said rents;

(d) modify said leases in any way, orally or in writing;

(e) grant any concession in connection with said leases either orally or in writing;

(f) seek to assert or establish any defense to any action upon any of the obligations hereby secured upon the ground that this or any other security for any such obligation has been released by the holder thereof or that an extension of time or other variance of any such obligation or of the terms of any agreement relating to any of the security securing any such obligation has been granted whether to me or any owner present or future of the equity of redemption in any such collateral security;

Said New Bedford Institution for Savings shall be entitled to apply any sums received by it by virtue of this assignment to the payment and performance of any and all of said conditions and obligations, but the manner of application of said sums and what items shall be credited shall be determined in the sole discretion of said New Bedford Institution for Savings.

Said New Bedford Institution for Savings shall not be accountable for the moneys that it has actually received under this assignment.

Said New Bedford Institution for Savings shall not be deemed to be a "mortgagee in possession" even though entry be made to foreclose its said mortgage, except at its option.

The benefits of this agreement shall inure to the benefit of said New Bedford Institution for Savings, its successors and assigns, and all obligations of this agreement shall be binding upon said Corporation, its successors and assigns.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

WITNESS its hand and seal this 16th day of January 1954.

In presence of

Whitman Development Corp.

Davis Cowell Howes

Manuel F. Avila
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Bristol, SS New Bedford, January 16th 1954

Then personally appeared the above named Manuel F. Avila Treasurer and acknowledged the foregoing instrument to be the free act and deed of the Whitman Development Corp.

Davis Cowell Howes
Notary Public

My commission expires Nov. 22nd 1957

Received & recorded Jan 18 1954 at 8 hrs. & 07 min. A.M.

1105-338

351

Know all Men by these Presents

The New Bedford Institution for Savings, holder of a mortgage from Whitman Development Corp. to said Institution dated February 29 1952 recorded with Bristol County (S.D.) Registry of Deeds, Book 1042, Page 395, 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 16th day of January 1954

New Bedford Institution for Savings,

By Jane Ohlert Assistant Treasurer

Commonwealth of Massachusetts

Bristol, ss. January 16th 1954. 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,

Davis Cowell Howes
Notary Public.

My commission expires Nov. 22nd 1957

Received & recorded Jan. 17, 1957, at 8 hrs. & 56 min. A.M.

354

1105 339

I, ALBERT M. CHACE,

of Dartmouth , Bristol County, Massachusetts,

living unmarried, for consideration paid, grant to AURORE B. CHACE

of said Dartmouth

with *quitclaim covenants* all my right, title and interest in and to

the land in with the buildings and improvements thereon, situated in said
[Description and encumbrances, if any]

Dartmouth and bounded and described as follows:

Beginning in the west line of the highway or road to South Dartmouth village (now called Elm Street) at the northeasterly corner of the homestead farm of Charles E. Gifford;

Thence southwesterly in line of said Gifford land to the Paskamanset River, so called;

Thence northwesterly by said River to land formerly of Phebe Sherman;

Thence northeasterly in line of said Sherman land to land formerly of Zebedee D. Kirby;

Thence in line of said Kirby land northeasterly to the highway above named;

Thence in line of said highway southeasterly to the place of beginning. Containing five (5) acres, more or less.

Excepting from the above ninety-nine and 04/100 (99.04) square rods, more or less, more particularly described in a deed from Joseph B. Furnans to Charles E. Furnans dated April 7, 1921 and recorded in Bristol County (S.D.) Registry of Deeds, Book 513, Page 195.

Being the same premises described in a deed from this Grantor to himself and the present Grantee as joint tenants, dated June 6, 1946 and recorded in Bristol County (S.D.) Registry of Deeds, Book 919, Page 314. This conveyance is subject to a mortgage to the New Bedford Cooperative Bank, dated August 8, 1944 and recorded in said Registry, Book 883, Page 469, and the Grantee herein, by acceptance of this conveyance, agrees to assume and pay the unpaid balance of the note secured by said mortgage.

Subject to all unpaid taxes.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

1105 340

I, CORA L. CHACE, wife of said ALBERT M. CHACE, for the same consideration, release to the present Grantee, all rights of dower and homestead and other interests in the granted premises if any such interest or interests may remain in me after my deed of June 6, 1946, recorded in said Registry, Book 919, Page 414, in which said deed my release of interests was phrased in the singular.

husband / wife of said grantor,

release to said grantee all rights of tenancy by the curtesy / dower and homestead and other interests therein.

Witness OUR hands and seals this 15th day of January 1954.

Albert M Chace

Cora L Chace

NO STATE OR FEDERAL DOCUMENTARY STAMPS REQUIRED.

The Commonwealth of Massachusetts

Bristol, ss. January 15, 1954

Then personally appeared the above named ALBERT M. CHACE

and acknowledged the foregoing instrument to be his free act and deed, before me

Charles A. Adams

Notary Public — JUSTICE OF THE PEACE

My Commission expires October 14, 1959.

CHARLES A. ADAMS
NOTARY PUBLIC
My Commission Expires Oct. 14, 1959

Received & Recorded Jan. 18, 1954, at 9 hrs. & 22 min. A. M.

BRISTOL COUNTY (S.D.) REGISTRY OF DEEDS PROVIDENCE, R.I.

We, CLARENCE E. BURT and MILDRED R. BURT, husband and wife, both residing at 175 Rockland Street

~~of~~ So. Dartmouth, Bristol County, Massachusetts for consideration paid, grant to ~~Marriots~~ LYMAN D. WILBUR and ALICE T. WILBUR, husband and wife, both residing at 68 Parker Street in New Bedford in said County and Commonwealth AS JOINT TENANTS and not as tenants by the entirety

~~with warranty covenants~~ the land in said New Bedford bounded and described as follows:

Beginning at the southwesterly corner of the lot to be conveyed, being the northeasterly corner of land now or formerly of Nicholas Ciaburri, at a point in the easterly line of Rockdale Avenue;

thence northerly in said easterly line of Rockdale Avenue one hundred six and eighty-six one hundredths (106.86) feet to a point of curve;

thence northeasterly and easterly in an arc a distance of fifty-seven and four one hundredths (57.04) feet to a point in the southerly line of Hathaway Road;

thence easterly in said southerly line of Hathaway Road seventy-six and eighty one hundredth (76.80) feet to a point and other land of Clarence E. Burt and Mildred R. Burt;

thence southerly in line of last named land one hundred sixty-two and ninety one hundredths (162.90) feet to a point in said northerly line of land of said Nicholas Ciaburri;

thence westerly in line of last named land ninety-three and thirty-three one hundredths (93.33) feet to the point of beginning.

Containing fifty-seven and nine one hundredths (57.09) square rods, more or less.

Meaning and intending to convey the westerly portion of the premises conveyed to us by Mary Raposa by deed dated February 4,1939 recorded in Bristol County (S.D.) Registry of Deeds, Book 813, Page 432 excepting therefrom a corner in the northwesterly part thereof taken by the City of New Bedford which part has been excluded herefrom.

Taxes for the year 1954 are to be paid by the grantees.

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIEW ONLY

See plan to be recorded herewith.

We, Clarence E. Burt and Mildred R. Burt, aforesaid grantors release to said grantees all rights of curtesy, dower, homestead and other interests therein

Witness our hands and seals this 18th day of January 1954

Signed and sealed in presence of

Clarence E. Burt
Mildred R. Burt

Commonwealth of Massachusetts.

Bristol ss. New Bedford, January 18, 1954

Then personally appeared the above named Clarence E. Burt

and acknowledged the foregoing instrument to be his free act and deed, before me

Mary Rapose
Notary Public
Commission expires Aug. 18, 1955

Jan. 18, 1954 at 10 o'clock and 56 minutes A. M.
Received and recorded with the Bristol County, (S. D.) Registry of Deeds
Book 1105 Page 341

BRISTOL COUNTY (S.D.) REGISTRY OF DEEDS REVIEW ONLY

KNOW ALL MEN BY THESE PRESENTS

That we, Wilfred J. Cadieux and Rose R. Cadieux, husband and wife,

of New Bedford Bristol County, Massachusetts,

being ~~unmarried~~, for consideration paid, grant to

John E. Kello and Georgianna Kello
husband and wife, as joint tenants and not as tenants by the entirety

of New Bedford, Mass.,

with warranty covenants except as hereinafter to the contrary provided

the real in Acushnet, Mass., bounded and described as follows, to wit:

(Description and encumbrances, if any)

Beginning at the southeast corner thereof at a point in the northerly line of Meadow Lane distant westerly therein 239.62 feet from the intersection with the westerly line of Middle Road;

Thence northerly by Lot No. 1 on plan hereinafter described, 94.90 feet to land known as the Felix Home Sites;

Thence westerly by last named land, 93.58 feet to a point in the easterly line of contemplated Conduit Street;

Thence southerly in the said easterly line of said Conduit Street, 103.71 feet to a point in the said north line of Meadow Lane;

Thence easterly in said north line of Meadow Lane, 138.41 feet to the place and point of beginning.

The said premises contain 39.90 sq. rods, more or less, and are Lots No. 2 and 3 as described on plan of Diamond Castles No. 1 dated August 21, 1948 and filed with Bristol County S. D. Registry of Deeds in Plan Book 39, Page 50.

Together with and subject to the easements set out and indicated in the deed to us from Frank F. Resendes, Trustee, dated September 25, 1948 and recorded in said Registry in Book 943, Page 194.

The said premises are conveyed subject to municipal taxes for the year 1954

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

we, Wilfred J. Cadieux and Rose H. Cadieux husband and wife of said grantor

release to said grantee all rights of tenancy by the curtesy dower and homestead and other interests therein.

Witness our hands and seals this second day of January 19 54

F. F. Reynolds to Geth

Rose H. Cadieux

Wilfred J. Cadieux

The Commonwealth of Massachusetts

Bristol ss. January 2 19 54

Then personally appeared the above-named

Wilfred J. Cadieux and Rose H. Cadieux

and acknowledged the foregoing instrument to be their free act and deed, before me

Frank F. Reynolds
FRANK F. REYNOLDS
Notary Public

My commission expires October 28, A.D. 56

Received & recorded Jan. 18 1954, at 11 hrs. & 45 min. A.M.

The Merchants National Bank of New Bedford, Trustee for Valentine de Champlain Chartier under an instrument dated October 8, 1952,

assignee and present holder of a mortgage

from Rosaire Demers

to Charles O. Chartier

dated September 26, 1942

recorded with Bristol County S. D. ~~County~~ Registry of Deeds

Book 859 , Page 176 , acknowledge satisfaction of the same

In witness whereof The Merchants National Bank of New Bedford, Trustee as aforesaid, by Eliot S. Knowles, its Trust Officer, thereto lawfully authorized, has caused its corporate name to be signed and its seal to be hereto affixed this eighteenth day of January, nineteen hundred and fifty-four.

~~Witness my hand and seal this day of~~

The Merchants National Bank of New Bedford, Trustee as aforesaid,

By

Trust Officer as aforesaid

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 18, 1954

Then personally appeared the above named Eliot S. Knowles, Trust Officer as aforesaid,

and acknowledged the foregoing instrument to be the free act and deed of said The Merchants National Bank of New Bedford, Trustee as aforesaid,

before me

Notary Public — ~~Justice of the Peace~~

My commission expires

Received & recorded Jan 18 1954, at 11 hrs. & 01 min. A.M.

BRISTOL COUNTY REGISTRY OF DEEDS
346
1135-152

1105 346 363

I, Rosaire Demers, Trustee for Doris Virginia Demers, as set forth in Declaration of Trust, dated March 30, 1945, to be recorded with Bristol County S. D. Registry of Deeds, Book 601, Page 300,
of New Bedford Bristol County, Massachusetts

~~MORTGAGORS~~, for consideration paid, grant to Selfride Dupuis

of said New Bedford

with ~~mortgage covenants~~, to secure the payment of ----------

Six Thousand----------($6,000.00)---------- Dollars
on demand,

~~AT~~ ~~MATURITY~~ with Five (5%) per cent interest, per annum

payable quarter-annually

as provided in a note of even date,

the land in said New Bedford, with all the buildings thereon, bounded and
[Description and encumbrances, if any]

described as follows:-

Beginning at the northeast corner thereof in the west line of Cottage Street, the same being the southeast corner of land formerly of John N. O'Brien;

thence westerly in said O'Brien's south line one hundred thirty (130) feet;

thence southerly forty-one (41) feet to land now or formerly of Nellie E. Ryan;

thence easterly in north line of said Ryan land one hundred thirty (130) feet to said west line of Cottage Street;

thence northerly in said west line of Cottage Street forty-one (41) feet to the place of beginning.

Containing nineteen and 57/100 (19.57) rods more or less.

For my title to the above described premises, see said deed first above referred to.

BRISTOL COUNTY REGISTRY OF DEEDS

1105

1105 347

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 this 18th day of January 1954

Rosaire Demers
Trustee as aforesaid

Witness

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 18, 1954

Then personally appeared the above named Rosaire Demers, Trustee as aforesaid,

and acknowledged the foregoing instrument to be his free act and deed before me

H. Ernest Dionne Notary Public

My Commission expires December 8, 1955

Received & recorded Jan 18 1954 at 11 hrs & 52 min. A.M.

370

1105-347

The NEW BEDFORD CO-OPERATIVE BANK, holder of a mortgage

from Augusto R. Correia and Fernie Correia

to it, dated August 5, 1942 recorded with Bristol County S. D. Registry

of Deeds, Book 656 Page 196-6

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 15th day of January 1954

NEW BEDFORD CO-OPERATIVE BANK

By Eugene F. Phelan

Treasurer.

348 BRISTOL COUNTY (S.D.) REGISTRY OF DEEDS PREVENTED ONLY

1105 348

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. January 14, 19

Then personally appeared the above-named, [illegible] 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 Jan 18 1954, at 2 hrs. & 1 min. P. M.

1105-348 352

Know all Men by these Presents

The New Bedford Institution for Savings, holder of a ..... mortgage from Manuel F. Ovela

to said Institution .....

dated February 29 1952 recorded with Bristol County (S.D.) Registry of Deeds, Book 1042, Page 399

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 16th day of January 1954

New Bedford Institution for Savings,

By [illegible]
Assistant Treasurer.

Commonwealth of Massachusetts

Bristol, ss. January 16th 1954. 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,

David Cowell Howes
Notary Public

My commission expires Nov. 22nd 1957

Received & recorded Jan. 18, 1954, at 8 hrs. & 50 min. A. M.

BRISTOL COUNTY (S.D.) REGISTRY OF DEEDS PREVENTED ONLY

KNOW ALL MEN BY THESE PRESENTS: That we, Kenneth R. Raulins and Elsie R. Raulins, being husband and wife, both

of Fairhaven, Bristol County, Massachusetts,

~~husband~~, for consideration paid, grant to Anita P. Rose and Edward G. Rose, husband and wife, as joint tenants and not as tenants by the entirety,

of Fairhaven, Massachusetts

~~with~~ marranty covenants

the land in said Fairhaven, being Lots 129, 130 and 131 on Plan of
(Description and encumbrances, if any)
Washington Terrace, Fairhaven, Massachusetts, drawn by A. L. Eliot, C.E., dated July 6, 1904 and filed in Bristol County (S. D.) Registry of Deeds, Plan Book 2, Page 41, more particularly bounded and described as follows:

Easterly by Stone Street, ninety (90) feet;

Northerly by Lot No. 128 on said Plan, seventy (70) feet;

Westerly by Lots No. 86, 85 and 84 on said Plan, ninety (90) feet;

Southerly by Lot No. 132 on said Plan, seventy (70) feet;

Being part of the premises conveyed to us by deed of Annie H. Morse dated September 2, 1942 and recorded in said Registry, Book 858, Page 283.

350 CLERK CIRCUIT COURT REGISTRY OF DEEDS PRESTON BREVARD COUNTY

1105 350

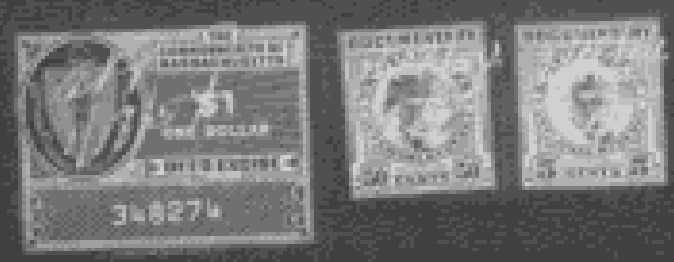
We, the above named grantors, being husband wife of said grantee,

release to said grantee all rights of tenancy by the curtesy dower and homestead and other interests therein.

Witness our hands and seals this 30th day of December 19 53

Margaret Duggan — Kenneth R. Raulins

Nola R. Mertes — Elsie B. Raulins



STATE OF FLORIDA
The Commonwealth of Massachusetts
COUNTY OF BREVARD
ss. December 30 1953

Then personally appeared the above named

Kenneth R. Raulins and Elsie B. Raulins

and acknowledged the foregoing instrument to be their free act and deed, before me

Nola R. Mertes
Notary Public—Justice of the Peace

NOTARY PUBLIC SEAL

My commission expires 11/28 19 55

Received & recorded Jan 18 1954 at 12 hrs & 9 min. P.M.

KNOW ALL MEN BY THESE PRESENTS

that I, Richard A. Dennis, Jr.,

of Fairhaven Bristol County

for consideration paid, grant to Helen H. Shurtleff

of said Fairhaven

with mortgage covenants, to secure the payment of Five Thousand Seven Hundred Twenty (5,720) Dollars

on demand with five (5) per centum interest per annum payable monthly

as provided in my note dated October 1, 1952,

the land in said Fairhaven, with the buildings thereon, bounded and described as follows:-

(Description and encumbrances, if any)

Beginning at a point in the easterly line of Huttleston Avenue as laid out as a State Highway in 1933, said point being one hundred ninety and 96/100 (190.96) feet southerly from a Massachusetts highway Bound; thence N. 33° 10' 59" E. and by land now or formerly of George [illegible], et ux, one hundred thirty and 93/100 (130.93) feet to a corner; thence N. 67° 56' 40" E. by land now or formerly of Hartley Pell, et al, two hundred forty (240) feet to a corner, said corner being one hundred (100) feet southerly in the southerly line of Bridge Street; thence S. 22° 03' 20" E. in the westerly line of a proposed street, one hundred five (105) feet to a corner; thence S. 67° 56' 40" W. by land now or formerly of Hartley Pell, et al, one hundred forty-five and 05/100 (145.05) feet to a corner; thence S. 60° 27' 56" E. by said other land of Hartley Pell, et al, forty-one and 44/100 (41.44) feet to a corner; thence S. 33° 10' 59" W. still by land now or formerly of Hartley Pell, et al, one hundred thirty-seven and 41/100 (137.41) feet to a corner in the easterly line of said Huttleston Avenue; thence N. 56° 49' 01" W. in the easterly line of Huttleston Avenue one hundred eighty and 18/100 (180.18) feet to the point of beginning. Containing one and 05/100 (1.05) acres, more or less.

Being the same premises conveyed to the mortgagor and Edwin A. Slocum and John D. Wendell, Jr. by Alton W. Allen et ux by deed dated March 2, 1951, and recorded in Bristol County (S.D.) Registry of Deeds, Book 1012, Page 76, and conveyed to the mortgagor by said Edwin A. Slocum and John D. Wendell, Jr., by deed dated September 12, 1952, and recorded in said Registry, Book 1061, page 279. The above described premises are conveyed subject to a mortgage to said Alton W. Allen, et ux.

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale,

Jean Dennis, wife of said mortgagor, releases to the mortgagee all rights of dower and homestead and other interests in the said premises.

Witness my hand and seal this 16th day of January, 1954.

Charles Radcliffe

Richard A. Dennis Jr.

Jean Dennis

The Commonwealth of Massachusetts

Bristol ss. Fairhaven, January 16 1954

Then personally appeared the above named Richard A. Dennis, Jr.

and acknowledged the foregoing instrument to be his free act and deed, before me,

Charles Radcliffe
Notary Public

My Commission expires Oct. 22, 1960

Received & recorded Jan 18 1954 at 12 hrs. & 56 min. P.M.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

THE EAGLE TRUST

BE IT KNOWN that I, JAMES J. KING, 34 Samoset Avenue, Hull, Massachusetts, do declare that I hereby establish a Trust for the purposes and with the funds and for the benefit of the persons under the conditions and with the funds hereinafter set forth.

This trust shall be known as The Eagle Trust. The office of the trust is at 34 Samoset Avenue, Hull, Massachusetts.

I on this date have set aside three thousand ($3,000) dollars in cash as a trust fund for the purpose of establishing an organization to deal in and with real estate or personal property. The trustee is myself and that person or persons whom I may hereafter designate as co-trustees or survivor trustee, with the powers and authority as herein established. The beneficiary of this trust is Catherine J. King and my daughter Ann Gillesse, both of said Hull.

In case of my decease or inability to perform the [illegible] of trustee hereunder, I nominate and appoint as successor trustee my son, James J. King, Jr.

The purpose of the trust is to acquire, by purchase or in any other lawful manner, real estate and to deal in and with, both as principal and agent, real or personal property and in connection therewith to buy, sell and improve vacant property and lay out subdivisions and do all things necessary or convenient to accomplish the purpose hereof.

The trustees shall be myself and such other persons as I may designate and the trustees so appointed shall have the full management of the trust and the trust estate, to deal in and with the same as though they were the absolute owners thereof, and especially being empowered to contract for, convey, mortgage, sell and

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invest or reinvest any funds held in the trust fund or any accumulations or additions thereto, all to the same extent they could do if they owned it in fee simple as their own property, free from any trusts or marital obligations whatsoever, and for that purpose are empowered to execute any and all contracts, deeds of conveyance, leases, grant any and all easements or cancel the same and execute any and all documents incident thereto.

The title to all real estate or personal property or any interest therein shall be held by the trustees for the time being jointly to them or their successors, in trust, as the conditions may at any time exist during the term hereof.

SUCCESSOR TRUSTEES

The trustees shall have the power to select or appoint other persons as trustee or trustees either with co-equal powers with the original trustees or for such limited purpose as may at any time appear advisable in the carrying on of the business. In case of the death, resignation or inability of a trustee to serve and discharge the duties of the trust, the remaining trustee by and with the assent of the principal beneficiaries hereunder, shall be and is hereby authorized to appoint a successor or co-trustee by a writing attached to this indenture, a copy of which shall be recorded wherever the original hereof may be recorded; and upon such an appointment being made and recorded, as herein provided, the person so appointed shall be a trustee and unless such appointment be a limited one for a specific purpose, with full powers as vested in the original trustees hereof.

TRUST FUND

The trust fund shall consist of three thousand ($3,000) dollars in cash as herein above stated together with any and all

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

accumulations, accretions or additions thereto as same may be added to the trust by the accumulations of property or income from the business operations of the trust. That in determining the earnings and distribution of the profits as same may at any time exist under the terms hereof, the trustee conveying any real or personal property to the trust shall have and receive priority before distribution of profits of an amount equal to 6% of the declared and accepted valuation of the said land or property at the time of its transfer to the trustees hereunder; that in case of the sale of the real estate or personal property so conveyed by the trustee to the trust, that such trustee shall receive from the trust estate, either the amount of value as same was fixed at the time the land was received with interest at 6% per annum therefrom, as hereinabove provided, or in lieu thereof, shall receive a credit in the trust fund of an amount which is equal to the cash value of the said real or personal property as same is determined at the time that such real or personal property is conveyed to the trustees by the donor thereof; that any and all contributions to the trust fund shall be recorded in the name of the donor with the cash value of such property as determined by the trustees at the time of receiving the donation and shall be entitled to the proportionate interest of such donation to the entire trust fund. The ratio of distribution of the trust fund shall be the ratio of the contribution of each donor to the total amount received by the trustees for the benefit of the principal beneficiaries, or, if the amount is deposited under special contract, then to the designated beneficiary or beneficiaries as is in such contract set forth.

COMPENSATION OF TRUSTEES

The trustees are hereby authorized to, from the profits or surplus of the trust, fix and establish their compensation for services rendered and modify or change the same within their sole discretion provided only that compensation paid to the trustees shall not impair the value or extent of the trust fund as same may at any time exist.

DISTRIBUTION

No person or beneficiary under the terms of this trust shall have the right to maintain a suit for a partition, division or winding up of the trust before the termination hereof provided, however, that the entire control, distribution of income and winding up of the trust estate shall be within the sole discretion of the trustees hereof, except as it is herein provided, that the duration of this trust shall be for twenty-one (21) years from the date hereof unless the trustees shall mutually agree and determine that it is to the interest of the parties to wind up its affairs prior to that date.

ASSIGNMENT OF BENEFICIAL INTEREST

The beneficial interest under the trust may be assigned by a beneficiary by an instrument in writing which upon being duly executed shall be filed and deposited with the trustees, and upon such execution and delivery of the instrument of transfer, the transferee therein shall thereupon and thereby be invested with any and all rights, income or profits previously held or owned by the transferor; that these interests are not transferable as shares but are only transferable in the manner above stated and when and as same are recorded in the records of the trust.

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BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PROVIDENCE, R.I.

LIABILITY OF THE TRUSTEES

The trustees shall not be liable for any debt, obligation or claim as against the trust other than to the extent of the property or assets which they may at any time have and hold as trustees under the terms hereof, and neither they nor the beneficiaries hereunder shall at any time be personally liable for any debt, claim or demand as against the trust or as against the individual as trustee or beneficiaries hereof, and if a trustee shall join in a contract as a personal obligation, such action shall not modify the right, priorities and privileges of the trustees and beneficiaries as same are constituted and established under the terms hereof.

AMENDMENT OF TRUST

The trustees may at any time or from time to time amend this indenture of trust provided only that they shall not by such amendment, in any way diminish the right, interest or security existing for the benefit of the principal beneficiaries or any beneficiary under a special contract or agreement of trusteeship which may at any time be entered into by the trustees as in the indenture of appointment shall be so provided.

In case of the decease, inability or refusal of the trustees or survivors of them to act and perform and carry out the contracts and agreements of the trust, any creditor or person claiming interest in the trust estate shall be and is hereby authorized to make application to the Probate Court of Plymouth County stating the fact of such failure, refusal or inability of the trustees to carry out and discharge contracts, obligations or protect the interests of beneficiary for the appointment of trustee, and upon notice being given as directed by the Court the person so appointed as successor trustee of The Eagle Trust shall thereupon be and become the trustee of The Eagle Trust, vested with all powers and authority required or necessary to carry

out any unfinished contracts or to protect any interests of beneficiary to the same extent as though they had been appointed as trustees under the terms of the appointment of the original or successor trustees as in the Indenture of Trust provided.

DEPOSITORY AND AGENT

The trustees are hereby authorized to designate any bank or trust company as a depository of the funds of the trust and to employ such agents, attorneys, surveyors or appraisers as same may in their judgment at any time be necessary and no trustee shall be liable for the failure of any depository or liable for the act of any agent, attorney appointed by them nor shall any trustee be liable for the wrongful act of a co-trustee or be liable for any act other than the willful and wrongful misuse of the property held in the trust fund.

EXECUTION OF CONTRACT

All contracts entered into by the trust shall be in the name of The Eagle Trust and signed by the trustee or trustees, as trustees, and in case there are more than two trustees, then by a majority of the trustees and a contract when so executed, shall be a binding obligation on the trust and it shall affirmatively appear in all contracts that the trustees executing it, do so as trustees and not as individuals.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Boston, Massachusetts, this fifteenth day of January, 1954.

James J. King
JAMES J. KING

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS. January 15 1954

Then personally appeared James J. King, known to me and acknowledged the foregoing instrument to be his free act and deed for the purposes hereof.

George F. Burkett
Notary Public

GEORGE G. BURKETT, NOTARY PUBLIC
My Commission Expires Jan. 22, 1954

Received for record Jan 19 1954, at 1 hr. & 22 min. P. M.

JUDICIAL COURTS OF CUYAHOGA COUNTY OHIO
REGISTRY OF DEEDS
PROVIDED ONLY

BRISTOL COUNTY (S.D.) REGISTRY OF DEEDS PROVIDED FOR REFERENCE ONLY

I, Mary Ann Gilbertson, widow

of New Bedford , Bristol County, Massachusetts,

~~being married~~ for consideration paid, grant to James J. King, Trustee of the Eagle Trust under an instrument dated January 15, 1954 to be recorded herewith

xx

with quitclaim covenants

the land in said New Bedford with the buildings thereon bounded and described
[Description and encumbrances, if any]

as follows:

Parcel I: Beginning at a point in the West line of North Front Street eighty-five (85) feet Southerly from its intersection with the South line of Hicks Street; thence by Front Street seventy-eight and 30/100 (78.30) feet to land formerly of one Westby and one Baker; thence Westerly in line of last named land one hundred fifty-one and 78/100 (151.78) feet to land now of Mary Ann Gilbertson to be conveyed as parcel II under this conveyance; thence Northerly in line of last named land seventy-eight and 30/100 (78.30) feet to land of owners unknown; thence Easterly in line of last named land one hundred fifty-one and 8/100 (151.08) feet to the place of beginning. Containing forty-three and 56/100 (43.56) square rods more or less and being Parcel II in [illegible] deed from Joseph H. Choquette et al to Mary Ann Gilbertson by deed dated April 24, 1942 and recorded with Bristol County (S.D.) Registry of Deeds book 851, page 573.

Parcel II: Beginning at a point in the Northerly line of Logan Street distant Easterly therein one hundred sixty-one and 14/100 (161.14) feet from the East line of Howe Street; thence Northerly by land formerly of one Westby and one Baker three hundred thirty four and 19/100 ([illegible].19) feet to land of owners unknown at a point one hundred sixty and 3/100 (160.03) feet Easterly from the East line of Howe Street; thence Easterly by land now of Mary Ann Gilbertson to be conveyed as Parcel I under this conveyance Two hundred thirty and 31/100 feet (230.31); thence Southerly by last named land and land of owners unknown three hundred thirty-four and 14/100 (334.14) feet to said Logan Street; thence Westerly by said Logan Street two hundred thirty and 10/100 (230.10) feet to the place of beginning. Containing two hundred eighty-two and 68/100 (282.68) square rods more or less and being Parcel III in said deed from Choquette et al to Gilbertson.

The grantee assumes and agrees to pay the taxes assessed for 1954.

BRISTOL COUNTY REGISTRY OF DEEDS
PROPERTY OF DEEDS ONLY

1105

Book 859 Page 1105

Witness my hand and seal this 18th day of January 1954.

Allen Sherman — Mary Ann Gilbertson

The Commonwealth of Massachusetts

Bristol ss. January 18, 1954.

Then personally appeared the above named Mary Ann Gilbertson

and acknowledged the foregoing instrument to be her free act and deed, before me

Allen Sherman
ALLEN SHERMAN
My commission expires March 2 1956

Received & recorded Jan. 18 1954, at 1 hrs & 22 min. P. M.

BRISTOL COUNTY SS. NORTH
REGISTRY OF DEEDS
PREVIEW ONLY

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I, JAMES J. KING, of Hull, Plymouth County, Massachusetts, Trustee of THE EAGLE TRUST under a Declaration of Trust dated January 15, [illegible] to be recorded herewith, by the power conferred upon me in said trust and ~~xx~~ every other power me hereto enabling, ~~[illegible]~~ ~~[illegible]~~ for consideration paid, grant to the

HOME OWNERS FEDERAL SAVINGS AND LOAN ASSOCIATION

a United States corporation doing business in Boston, Suffolk County, Massachusetts, with MORTGAGE COVENANTS to secure the payment of - - - TWENTY-EIGHT THOUSAND - ($28,000.00) - - - - - - - - - - - - - -

Dollars with interest thereon as provided in one note of even date; and also to secure the observance and performance of all the covenants and agreements of this mortgage and of said note, the land, two (2) parcels, with the buildings thereon, situated in New Bedford, Bristol County, Massachusetts, on Logan and North Front Streets, bounded and described as follows:

FIRST PARCEL:

Beginning at a point in the West line of North Front Street, eighty-five (85) feet South from its intersection with the Southerly line of Hicks Street; thence

SOUTHERLY by North Front Street, seventy-eight and 30/100 (78.30) feet to land formerly of one Westby and one Baker; thence

WESTERLY in line of last named land, one hundred fifty-one and 78/100 (151.78) feet to land now of Mary Ann Gilbertson (being the second parcel herein); thence

NORTHERLY in line of last named land, seventy-eight and 30/100 (78.30) feet to land of owners unknown; thence

EASTERLY in line of last named land, one hundred fifty-one and 08/100 (151.08) feet to place of beginning.

Containing 43.56 square rods (11,859.21 square feet), more or less.

SECOND PARCEL:

Beginning at a point in the North line of Logan Street, distant [illegible] therein, one hundred sixty-one and 14/100 (161.14) feet from the Easterly line of Howe Street; thence

NORTHERLY by land formerly of one Westby and one Baker, three hundred thirty-four and 19/100 (334.19) feet to land of owners unknown at a point one hundred sixty and 03/100 (160.03) feet East from the Easterly line of Howe Street; thence

EASTERLY by last named land, two hundred thirty and 31/100 (230.31) feet to first parcel described above; thence

SOUTHERLY by last named land and land of owners unknown, three hundred thirty-four and 14/100 (334.14) feet to said Logan Street; thence

WESTERLY by said Logan Street, two hundred thirty and 10/100 (230.10) feet to the point of beginning.

Containing 282.68 square rods (76,959.63 square feet) more or less.

The above two parcels of land are conveyed subject to and with the benefit of easements, restrictions, agreements and reservations of record, if any there be, insofar as the same may be in force and applicable.

Being the same premises conveyed to the said James J. King, Trustee as aforesaid, by deed of Mary Ann Gilbertson to be recorded herewith.

BRISTOL COUNTY SS. NORTH
REGISTRY OF DEEDS
PREVIEW ONLY

The mortgagor covenants and agrees to perform and observe all of the terms and conditions of the mortgage note secured by this mortgage.

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, electric and gas refrigerators, 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.

The mortgagor covenants and agrees to make, to the mortgagee, in addition to the payments of principal and interest required in the note secured by this mortgage, equal monthly payments sufficient to amortize the amount (estimated by the mortgagee) of all taxes, water rates, assessments and insurance within a period ending one month prior to the due date of such taxes and assessments. The mortgagee shall hold such monthly payments to pay such taxes and assessments when due and payable, subject to an equitable adjustment if the moneys thus paid based on the aforesaid estimate shall be more or less than the actual amount due for said taxes and assessments. The mortgagee is hereby specifically authorized to pay when due, or at any time thereafter, all of said payments and to charge the same to the account of the mortgagor. In the event of the foreclosure of this mortgage, all such payments shall be credited to the amount of the principal remaining unpaid on said note to the extent they have not been used for the payment of taxes and assessments as provided herein. The mortgagor covenants and agrees that in case so much of the funds of the mortgagee as are invested in loans secured by mortgages of taxable real estate shall not be exempt from a State tax, the mortgagor will on demand pay the said mortgagee the same percentage on the debt secured hereby as it shall from time to time be required to pay as such State tax.

The mortgagor covenants and agrees that he 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. The mortgagor further covenants and agrees that a foreclosure of this mortgage shall forever bar him and all persons claiming under him, from all right, title and interest in and to any and all of the fire or other hazard insurance policies on the buildings upon the land covered by this mortgage at the time of such foreclosure, including all rights to return premiums on cancellations, whether at law or in equity.

The mortgagor further covenants and agrees not to commit, permit or suffer any waste, impairment or deterioration of the property or any part thereof, nor to use or permit the premises to be used for, or in violation of, any law or municipal ordinance or regulation or for any unlawful or improper purpose and that the mortgagor will keep all and singular the said premises in such repair and condition as the same are now or may be put in while this mortgage is outstanding.

In case of collection of insurance for damage by fire or otherwise the holder of this mortgage shall have the right to apply the same either in repair of premises or in reduction of the mortgage claim, or to both of such purposes.

The mortgagor also covenants and agrees that upon default in any condition of this mortgage or the note secured hereby, the mortgagee may apply any sums credited by or due from the mortgagee to the mortgagor to cure such default without first enforcing any of the other rights of the mortgagee against the mortgagor or the mortgaged premises; that the mortgagor will pay on demand to the mortgagee, or the mortgagee may at its option add to the principal balance then due, any sums advanced or paid by the mortgagee on account of any default, of whatever nature, by the mortgagor, or any sums advanced or paid, whether before or after default, for taxes, repairs, improvements, insurance on the mortgaged property or any other insurance pledged as collateral to secure the mortgage loan, or any sums paid by the mortgagee, including reasonable attorney's fees, in prosecuting, defending or intervening in any legal or equitable proceeding wherein any of the rights created by this mortgage are, in the sole judgment of the mortgagee, jeopardized or in issue.

That this mortgage shall also secure the repayment of such future advances as the mortgagee may, from time to time and for any purpose, make to the mortgagor, and the same may be added to the mortgage debt; provided, however, that no advance shall be made which will increase the principal balance above the face amount of the mortgage note.

That this mortgage shall also secure any other liability or liabilities, direct or indirect, due or become due, or which may hereafter be contracted, of the mortgagor to the holder or holders hereof, or who may hereafter be holders hereof.

That upon default in any condition of the mortgage or note secured hereby existing for more than ninety days, or if the mortgagor shall convey the premises herein mortgaged or any part thereof, or any interest therein, then the entire mortgage debt shall become due and payable on demand at the option of the mortgagee.

The mortgagor further agrees and covenants that if foreclosure proceedings under any second mortgage or second trust deed or any junior lien of any kind on the within described premises, or any part thereof, should be instituted, or in the event of any levy or sale upon execution or other proceeding of any nature whereby the owner of said premises shall be deprived of his title or right of possession to said premises or any part thereof, then in either event, the mortgagee may, at its option, immediately declare the entire debt secured by this mortgage and note secured thereby, due and payable and start foreclosure or such other proceedings as may be necessary to protect its interest in the premises.

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, and 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, whether oral or in writing, 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 in part.

Whenever 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, singular or feminine.

The MORTGAGOR is upon the STATUTORY CONDITION, for any breach of which, or for the breach of any other condition herein contained, the MORTGAGEE shall have the STATUTORY POWER OF SALE.

BRISTOL COUNTY (S.D.) REGISTRY OF DEEDS PREVIEW ONLY

1105 362

WITNESS my hand and seal this 17th day of January 1954

James J. King
JAMES J. KING, Trustee as aforesaid

The Commonwealth of Massachusetts

ss. January 18, 1954

Then personally appeared the above-named JAMES J. KING, Trustee as aforesaid,

and acknowledged the foregoing instrument to be his free act and deed, before me,

George G. Beckett
Notary Public

My commission expires 19

GEORGE G. BECKETT, NOTARY PUBLIC
My Commission Expires Jan. 22, 1954

Received & recorded Jan 18 1954 at 1 hrs. & 23 min. P. M.

1105-362

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Know all Men by these Presents

The New Bedford Institution for Savings, holder of a ..... mortgage

from Jeremiah Ring et ux

to said Institution

dated April 21 1923 recorded with Bristol County (S.D.) Registry

of Deeds, Book 650, Page 512, 513

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 18th day of January 1954

New Bedford Institution for Savings,

By James A. Hunt
Assistant Treasurer.

Commonwealth of Massachusetts

Bristol, ss. January 18th 1954. 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,

Doris Conrad Hurst
Notary Public.

My commission expires Nov 22 1957

Received & recorded Jan. 18, 1954 at 11 hrs. & 14 min. A. M.

I, JAMES J. KING, of Hull, Plymouth County, Massachusetts, Trustee of the EAGLE TRUST under a Declaration of Trust dated January 15, 1950, to be recorded herewith, by the power conferred upon me in said Trust and every other power me hereto enabling,

for consideration paid, grant to JACOB GROSSMAN, of Quincy, Norfolk County, Massachusetts, Trustee of the JACOB GROSSMAN CHARITABLE FOUNDATION under a Declaration of Trust dated April 11, 1949, duly recorded with Norfolk Registry of Deeds in Book 2854, Page 169,

with mortgage covenants, to secure the payment of - - SEVEN THOUSAND SIX HUNDRED - ($7,600.00) - - - - - - - - - Dollars

ten (10) years with - five - - - (5%) - - per cent interest per annum, payable

as provided in a note of even date,

Two (2) parcels of land, with the buildings thereon, situated in New Bedford, Bristol County, Massachusetts, on Logan and North Front Streets, bounded and described as follows:

FIRST PARCEL:

Beginning at a point in the West line of North Front Street, eighty-five (85) feet South from its intersection with the Southerly line of Hicks Street; thence

SOUTHERLY by North Front Street, seventy-eight and 30/100 (78.30) feet to land formerly of one Westby and one Baker; thence

WESTERLY in line of last named land, one hundred fifty-one and 78/100 (151.78) feet to land now of Mary Ann Gilbertson (being the second parcel herein); thence

NORTHERLY in line of last named land, seventy-eight and 30/100 (78.30) feet to land of owners unknown; thence

EASTERLY in line of last named land, one hundred fifty-one and 08/100 (151.08) feet to place of beginning.

Containing 43.56 square rods (11,859.21 square feet), more or less.

SECOND PARCEL:

Beginning at a point in the North line of Logan Street, distant East therein, one hundred sixty-one and 14/100 (161.14) feet from the Easterly line of Howe Street; thence

NORTHERLY by land formerly of one Westby and one Baker, three hundred thirty-four and 19/100 (334.19) feet to land of owners unknown at a point one hundred sixty and 03/100 (160.03) feet East from the Easterly line of Howe Street; thence

EASTERLY by last named land, two hundred thirty and 31/100 (230.31) feet to first parcel described above; thence

SOUTHERLY by last named land and land of owners unknown, three hundred thirty-four and 14/100 (334.14) feet to said Logan Street; thence

WESTERLY by said Logan Street, two hundred thirty and 10/100 (230.10) feet to the point of beginning.

Containing 282.68 square rods (76,959.63 square feet) more or less.

The above two parcels of land are conveyed subject to and with the benefit of easements, restrictions, agreements and reservations of record, if any there be, insofar as the same may be in force and applicable.

Being the same premises conveyed to the said James J. King, Trustee as aforesaid, by deed of Mary Ann Gilbertson to be recorded herewith.

Said property is conveyed subject to a first mortgage to the Home Owners Federal Savings and Loan Association in the principal sum of Twenty-Eight Thousand Dollars ($28,000.00) to be recorded herewith.

BRISTOL COUNTY REGISTRY OF DEEDS
REGISTRY OF DEEDS
CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL RECORD
BRISTOL COUNTY REGISTRY OF DEEDS

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1/20/60
1304-420

Assgnt.
1/20/60
1304-421

Dis
4/2/65
1478-355

364 BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I. ONLY

The mortgagor covenants and agrees to pay to the said mortgagee, his successors and assigns, the sum of One Hundred Twenty Dollars ($120.00) each and every week beginning January 25, 1954 which the mortgagee shall apply in payment of all the monthly payments due on the Home Owners Federal Savings and Loan Association hereinbefore referred to on account of its first mortgage, and then to apply monthly a sum sufficient to pay the payments due on the within second mortgage, and thereafter to apply the balance on account of water, taxes and any other chargeable items due on said property, and the balance, if any, thereafter to be applied on account of principal on said second mortgage.

It being understood and agreed that from said weekly deposits all payments due under said Home Owners Federal Savings and Loan Association mortgage shall be paid first from said weekly proceeds.

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale,

~~xhusband~~ ~~wife~~ ~~xhold~~ ~~xxxxxxxxxx~~

~~xxxxxxxxx

We, Lionel J. Dulude and Jeannette B. Dulude, husband and wife, both

of Fairhaven Bristol County, Massachusetts

~~husband~~, for consideration paid, grant to Toussaint Girard

of New Bedford in said County

with ~~mortgage covenants~~, to secure the payment of----------

Three Thousand----------($3,000.00)----------Dollars on demand, with payments nevertheless of Fifty ($50.00) Dollars quarter-annually on account of said principal sum,

~~on~~ ~~payable~~ with Five (5%) per cent interest, per annum

~~payable~~ quarter-annually

~~as provided in~~ our ~~note~~ of even date,

~~Located in~~ said Fairhaven, together with buildings thereon, bounded and

[Description and encumbrances, if any]

described as follows:

On the south by the northerly line of Brier Cliff Road, there measuring sixty (60) feet;

On the west by lot numbered 392, there measuring eighty (80) feet;

On the north by lots numbered 414, 413, 412, there measuring sixty (60) feet;

On the east by lot numbered 396, there measuring eighty (80) feet.

Containing about forty-eight hundred (4,800) square feet, more or less, and being lots numbered 393, 394,395 on plan of Shore Acres on file in Bristol County S. D. Registry of Deeds.

For title reference, see deed of Jeannette B. Dulude to us, dated April 2, 1948 and recorded with Bristol County S. D. Registry of Deeds, Book 947, Page 44.

ASSISTANT REGISTER OF DEEDS PROPERTY ONLY

COPY OF DOCUMENT RECEIVED FOR RECORDING

11/21/64
1128-370

366 BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

1105 - 366

This mortgage is upon the statutory condition.

for any breach of which the mortgagee shall have the power of sale

We, the said mortgagors,

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 18th day of January 1954

Lionel J. Dulude

Jeanette B. Dulude

Witness to both

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 18 1954

Then personally appeared the above named Lionel J. Dulude and Jeannette B. Dulude

and acknowledged the foregoing instrument to be the free act and deed before me

(T.D.C.)

H. Ernest Dionne Notary Public

My Commission expires December 8, 1955

Received & recorded Jan 18 1954, at 2 hrs. 36 min. P.M.

383

1105-366

I, Gertrude D. Cleveland, holder of a mortgage

from Antone B. Medeiros and Mary E. Medeiros, husband and wife,

to me

dated March 24, 1950

recorded with Bristol County S.D. County Registry of Deeds

Book 931, Page 318, acknowledge satisfaction of the same

Witness my hand and seal this 16th day of January 1954

Gertrude D. Cleveland

The Commonwealth of Massachusetts

Bristol ss. New Bedford, January 16th 1954

Then personally appeared the above named Gertrude D. Cleveland

and acknowledged the foregoing instrument to be her free act and deed

before me

David Gerard Howes
Notary Public — Justice of the Peace

My commission expires Nov. 22nd 1957

Received & recorded Jan 18 1954, at 4 hrs. 20 min. P.M.

We, NORMAN H. TRIPP and MARGARET T. TRIPP, husband and wife, both

of New Bedford, Bristol County, Massachusetts,

~~being unmarried~~, for consideration paid, grant to ROSE PRINCE,

of said New Bedford,

with quitclaim covenants

the land in said New Bedford and in Dartmouth in said County, bounded and described as follows:

[Description and encumbrances, if any]

Beginning at a point in the south line of Lynnwood Street at the northwest corner of land now or formerly of William Abesh et ux;

thence southerly in line of last named land eighty and 1/100 (80.01) feet, more or less, to the south line of Lot Nol 1 on Revised Plan of Land of Sheldon B. Judson dated May 17, 1938, filed in Bristol County (S.D.) Registry of Deeds, Plan Book 32, Page 7;

thence westerly in line of said south line of said Lot No. 1 and in line of land of parties unknown seventy-seven and 12/100 (77.12) feet to land now or formerly of Sheldon B. Judson;

thence northerly in line of last named land eighty (80) feet, more or less, to said southerly line of Lynnwood Street;

and thence easterly in said south line of Lynnwood Street seventy-five and 80/100 (75.80) feet to the point of beginning.

Excepting and reserving to the grantors the building (but not the land under said building) now on said premises and the right to remove said building at any time before March 30, 1954.

This conveyance is hereby made subject to restrictions of record so far as the same may be in force and effect and also subject to taxes for the year 1954, which taxes the grantee hereby assumes and agrees to pay.

For grantor' title see deeds from Sheldon B. Judson dated October 9, 1946 and May 31, 1950, recorded in said Registry, Book 921, Page 184, and Book 985, Page 388, respectively.

BRISTOL COUNTY (S.D.) REGISTRY OF DEEDS PROPERTY OF

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PROVIDENCE, R.I.

1105 368

And said grantors do both, being husband and ~~husband~~ wife ~~of said grantor,~~

release to said grantee all rights of tenancy by the curtesy dower and homestead and other interests therein.

Witness OUR hand and seal this 15th day of January 1954.

R. Frothingham — Norman H. Tripp
To bell — Margaret T. Tripp

The Commonwealth of Massachusetts

Bristol ss. January 15 1954

Then personally appeared the above named Norman H. Tripp and Margaret T. Tripp

and acknowledged the foregoing instrument to be their free act and deed, before me

R. Frothingham
Notary Public — Justice of the Peace

My Commission expires 9/57

Received & recorded Jan 15, 1954, at 2 hrs. & 39 min. P.M.

The FALL RIVER CO-OPERATIVE BANK, the holder of mortgage from Theodule Lavoie and Lea Lavoie South District to said Bank, dated January 30, 1952, recorded with Bristol County ~~FALL RIVER~~ District Deeds, book 851 page 47-8 satisfaction of the same.

Witness its hand and seal this eighteenth day of January, 1954.

FALL RIVER CO-OPERATIVE BANK

By Carl K. Lincoln

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, SS. Fall River, Jan. 18, 1954.

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 A. Greenwood, Notary Public.

My commission expires April 9, 1959.

BRISTOL, SS. Jan. 18, 1954, at 2:45 o'clock P.M.

Received and recorded this Discharge with the Bristol County ~~FALL RIVER~~ District Registry of Deeds,

Book 1105

Page 369

Attachment No. 244 for 1950. 378

1105-369

January 18, 1954.

To the Register of Deeds for the Southern District of the County of Bristol

The attachment of the real estate (in said county) of Harold L. Delano made on the eighth day of November 1950 in an action commenced in the Third District Court of Bristol ~~FALL RIVER~~ by Antone Medeiros plaintiff is discharged

and you will please make a note to that effect on the attachment book in your office.

Thomas and Thomas
By Fred M. Thomas
Attorneys for said plaintiff

The Commonwealth of Massachusetts

Bristol ss. January 18, 1954.

Then personally appeared the above named Fred M. Thomas and acknowledged the foregoing instrument to be his free act and deed, before me,

Lucia M. Costa
Notary Public

Received and recorded Jan 18 1954, at 3 hrs. & 5 min. P.M.

BOSTON LEGAL WARRER INC. PUBLISHERS BOSTON FORM 138

BRISTOL COUNTY SOUTH DISTRICT REGISTRY OF DEEDS PROVIDENCE, R.I.

4/30/57
1213-466

We, Theodule Lavoie and Lea Lavoie, husband and wife, as joint tenants, of Westport, ~~in Fall River~~ *Bristol County, Massachusetts, 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* - - - - - - - Thirteen hundred - - - - - - - - - - - - - - - - *dollars, and interest and fines as provided in our note of even date, the land, with the buildings and improvements thereon, situated in said* ~~Fall River~~ said Westport, *and bounded and described as follows:*

Beginning at a stone bound on a twenty foot right of way about thirteen hundred and sixty-five feet in a westerly direction from a stone bound on Sanford Road; thence running westerly to the Old Rhode Island State Line along the line of land formerly of John Beaudry to a stake for a corner; thence southerly by land now or formerly of Walter Smith to land now or formerly of John Crossman; thence easterly along the northerly line of said John Crossman's land, about eight rods to a stone bound for a corner; thence southerly by said Crossman's easterly line about forty-one rods, more or less, to a stone bound and land now or formerly of Irving S. Sanford; thence easterly by said Sanford's land to a stone bound for a corner; thence northerly along line of land now or formerly of George S. Lawton Jr. to the point of beginning, containing eight acres, more or less, and being the same premises conveyed to us by William Butler and Margaret T. Butler by deed dated January 28, 1942, recorded with Bristol County South District Registry of Deeds, Book 851, Pages 46-7. Said premises are subject to an easement and right of way to the Fall River Electric Light Company dated May 14, 1930, recorded with said Registry, Book 691, Page 509, and also subject to and together with other existing rights of way.

Excepting, however, from the above described premises, that parcel of land conveyed by William Butler et ux to Richard Hearn et al by deed dated January 28, 1942, duly recorded with said Registry, Book 852, Page 47.

This mortgage is upon the condition that the mortgagors shall 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.

We hereby transfer and pledge to the said mortgagee 7 shares in the 131st series (Book No. 21238) of its capital stock as collateral security for the performance of the conditions of this mortgage and our said note, upon which shares said sum of - - - Thirteen hundred - - - - - - - - - - dollars has been advanced to us by the mortgagee. The monthly payments under this mortgage are - - - - Twelve and 42/100 - - - dollars, payable on the second Wednesday of each and every month hereafter. In the event of an assignment of this mortgage, interest on the unpaid balance of the principal shall be at the rate of five per cent per annum.

This mortgage is upon the STATUTORY CO-OPERATIVE BANK MORTGAGE CONDITION, for any breach of which the mortgagee shall have the STATUTORY CO-OPERATIVE BANK POWER OF SALE and shall also have the power, as attorney for each mortgagor, to make transfers of policies of insurance covering the buildings on the mortgaged premises.

This mortgage is upon further condition that all fire insurance policies covering the buildings on the mortgaged premises shall be made payable to the mortgagee bank and delivered promptly into its custody; and also upon condition that the mortgagors, shall pay all expenses for repairs to, and maintenance of, the granted premises, and all attorney's fees, costs and charges, reasonably incurred by the mortgagee in protecting its security hereunder.

It is agreed that all furnaces, gas and electric light fixtures, electric pumps, oil burners, and oil burners of hot water tanks, oil tanks, storm doors and storm windows, screen doors and screens, shades, garages and other outbuildings, and all other fixtures of whatever kind and nature at present contained or hereafter installed in said buildings are to be considered as annexed to and forming a part of the freehold.

We, Theodule Lavoie and Lea Lavoie, husband and wife,

~~XXXXXXXXXXXX~~ release to the mortgagee all rights of dower, homestead, tenancy by the curtesy, and other interests in the mortgaged premises.

WITNESS our hands and seals this eighteenth day of January 1954.

Theodule Lavoie
Lea Lavoie

COMMONWEALTH OF MASSACHUSETTS
BRISTOL, SS. Fall River Jan. 18, 1954.

Then personally appeared the above-named Theodule Lavoie and Lea Lavoie and acknowledged the foregoing instrument to be their free act and deed, before me.

[illegible]
Notary Public.
My commission expires June 30, 1958

BRISTOL, SS. Jan. 18, 1954.
at 2:44 o'clock P.M.
Received and recorded in Bristol County, ~~Fall River~~ District Registry of Deeds.
Book 1105
Page 370

BRISTOL COUNTY REGISTRY OF DEEDS
REGISTRY OF DEEDS
PROVIDENCE, R.I.

(copy) 1105 372

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COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

To the Sheriffs of our Several Counties or their Deputies,

GREETING:

We command you to attach the goods or estate of Alfred Bonneau, of New Bedford within the County of Bristol, to the value of One Hundred Thousand Dollars, and to summon the said defendant(if he may be found in your precinct) and to appear before our Justices of our Superior Court to be holden at Boston, within and for our said County of Suffolk, on the first Monday of March next; then and there in our said Court to answer unto Marie Vandenburgh of said Boston,

In an action of tort, To the damage of the said plaintiff, as she says the sum of One Hundred Thousand Dollars which shall then and there be made to appear with other due damages. And have you there this writ with your doings therein.

Witness, John P. Higgins, Esquire, at Boston, the fifteenth day of January in the year of our Lord one thousand nine hundred and fifty-four.

THOMAS DORGAN
Clerk.

True attested copy.

Raymond F. Williams
Deputy Sheriff of Bristol County

Bristol ss. New Bedford, January 18, 1954

By virtue of this writ, I this day at 2 minutes past 3 o'clock in the afternoon, attached as the property of the within named Alfred Bonneau defendant, all right, title and interest he now has in and to any Real Estate situated in New Bedford, Mass. or elsewhere in the County of Bristol. And afterwards on the 18 th.day of January, 1954 at minutes past 3 o'clock in the afternoon , I deposited a true and attested copy of this writ without the declaration but with so much of my return whereon relates to the attachment of Real Estate in the office of the Register of Deeds for the Southern district of the said County of Bristol.

Raymond F. Williams
Deputy Sheriff of Bristol County

From the office of:
Charles J. Artesani
[illegible] Washington St.
Fall River, Mass.

Entered & recorded Jan 18 1954, at 3 hr. & 11 min. P.M.

BRISTOL COUNTY REGISTRY OF DEEDS PROPERTY OF DEEDS ONLY

BRISTOL COUNTY REGISTRY OF DEEDS PROPERTY OF DEEDS ONLY

KNOW ALLMEN BY THESE PRESENTS THAT we, John G. Wilbur and Kate E. Wilbur, husband and wife, both of Dartmouth in the County of Bristol and Commonwealth

of

~~County~~ Massachusetts,

~~being married~~ for consideration paid, grant to Lawrence Lamarre of Mattapoisett in the County of Plymouth in said Commonwealth

with ~~warranty covenants~~

~~the land~~ two lots of land in said Dartmouth which are bounded and described as follows:

First Parcel: Starting at a point on the east line of Tucker Road, said point being on a line 2 feet south of south line of south cemetery wall located north of homestead house; thence go S64°-08'E 33 feet along a line 2 feet south of south line of said cemetery wall to a corner; thence go N81°-36'E 498.5 feet partly along a line 2 feet south of south line of said cemetery wall, partly along a line 2 feet south of south line of stonewall belonging to said Wilbur, and partly by property of Emery Lewis to a corner, a point in center of wall separating this land from Joseph Fasell's; thence go S15°-58'E 731 feet along said wall by said Fasell's property to a corner; thence go S75°-23'W 604.5 feet partly along base of old wall and partly along stonewall running westerly to a point in a wall running northerly, said point being the intersection of the center line of the westerly running wall projected through an opening and the center of the northerly running wall; thence go N9°-56'W 273 feet along last named wall to a corner, the intersection of two walls just south of the barn; thence go about S82°-33'W 137 feet along the line of a stonewall to a corner, the intersection of two walls; thence go N11°-20'E 58.5 feet along a stonewall to the south side of the second opening from last named corner in said wall; thence go N65°-18'W 245.5 feet to point on east side of Tucker Road, said point being the intersection of wall just south of well house and east line of Tucker Road; thence N33°-23'E 463.5 feet along east line of Tucker Road to point of beginning; containing approximately 11.9 acres. All the buildings existing now are on this section.

Second Parcel: Starting at a point on the east side of Tucker Road, said point being a stake marking the northwest corner of land of Bryant et ux; thence go N33°-23'E 453.5 feet along east line of said Tucker Road to a corner, said corner being the intersection of wall just south of well house and east line of Tucker Road; thence go S65°-18'E 245.5 feet to the south side of the second opening north of wall intersection; thence go S11°-20'W 58.5 feet along said wall to said wall intersection; thence go about N82°-33'E 137 feet along stonewall to the intersection of two stonewalls just south of the barn; thence go S9°-56'E 273 feet along a stonewall to a point, said point being the intersection of the center line of this last named wall and a line projected through the opening of a westerly running wall; thence go N75°-23'E 604.5 feet partly along said westerly running wall and partly along base of old wall to a corner, the intersection of old wall base dividing the two sections and a wall dividing both sections from property now belonging to Joseph Fasell; thence go S22°-51'E 597 feet along wall by said Fasell's land to a corner and to property owned by Timothy F. O'Brien; thence go S66°-49'W 1219 feet along a wall partly by said O'Brien's land and partly by Clara D. Manha's land to a corner; thence go N15°-20'W 303 feet along a stonewall by said Manha's land to a corner; the end of said stonewall; thence go N33°-34'E 201 feet by land now belonging to Winston King to a corner; a three cornered stone; thence go N56°-54'W 234 feet by said King's property to a corner, a stone marking the southeast corner of said Bryant's property; thence go N43°-54'E 178.2 feet along Bryant's property to a corner, a stake; thence go N56°-54'W 355.2 feet along said Bryant's property to the point of beginning; containing approximately [illegible] acres.

BRISTOL COUNTY'S REGISTRY OF DEEDS PROVIDED BY CONTEX

1105 374

The above premises are conveyed subject to the taxes of the current year.

Being part of the same premises conveyed to us as joint tenants by Phebe Wilbur and by this male grantor by deeds dated November 10, 1934 and November 7, 1944, respectively, and recorded in the Land Records of said County, Southern District, in Book 753, Page 364 and Book 890, Page 397, respectively.

Witness our hand and seal this eighteenth day of January 1954

Myra K Wilbur
John G. Wilbur

The Commonwealth of Massachusetts

Bristol, ss. January 18 1954

Then personally appeared the above named John G. Wilbur and Myra K. Wilbur and severally

acknowledged the foregoing instrument to be their free act and deed, before me

Geo. W. Potter
Notary Public

My commission expires May 25 66

Received & recorded Jan 18 1954 at 3 hrs & 17 min. P. M.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

380 1105 375

KNOW ALL MEN BY THESE PRESENTS that I, LAWRENCE L. LAMARRE

of Mattapoisett, Plymouth County, Massachusetts

~~being married~~, for consideration paid, grant to JOHN G. WILBUR and MYRA K. WILBUR,

husband and wife, both of Dartmouth, Bristol County, Massachusetts,

~~as Joint Tenants and not as tenants by the entirety~~

xx

with **mortgage covenants**, to secure the payment of

---------- FIVE THOUSAND---------- Dollars

in three years from this date with interest at the rate of 5 per cent per annum payable semi-annually and for such further time as said principal sum or any part thereof shall remain unpaid. The makers have the right to pay the whole or any part of the principal sum at any time and

~~in ---------- three ---------- years with ---------- five (5) ---------- per cent interest, per annum~~

with the right to a partial release of any of the land upon payment to the mortgagees of one half of the selling price of said land,

~~as evidenced in~~ my note of even date,

~~the land in~~ said Dartmouth, bounded and described as follows:-

~~[Description and encumbrances, if any]~~

Starting at a point on the east side of Tucker Road, said point being a stake marking the northwest corner of land of Harold Bryant et ux;

thence go N 33° 23" E 453.5 feet along east line of said Tucker Road to a corner, ~~xxxxxxx xxxxxxx~~ said corner being the intersection of wall just south of well house and east line of Tucker Road;

thence go S 65° 18" E 245.5 feet to the south side of the second opening north of wall intersection;

thence go S 11° 20" W 58.5 feet along said wall to said wall intersection;

thence go about N 82° 33" E 137 feet along stonewall to the intersection of two stonewalls just south of the barn;

thence go S 9° 56" E 273 feet along a stonewall to a point, said point being the intersection of the center line of this last named wall and a line projected through the opening of a westerly running wall;

thence go N 75° 23" E 604.5 feet partly along said westerly running wall and partly along base of old wall to a corner, the intersection of old wall base dividing the two sections and a wall dividing both sections from property now belonging to Joseph Pasell;

thence go S 22° 51" E 597 feet along wall by said Pasell's land to a corner and to property owned by Timothy F. O'Brien;

thence go S 66° 49" W 1219 feet along a wall partly by said O'Brien's land and partly by Clara D. ~~xxxx~~ Manha's land to a corner;

thence go N 15° 20" W 303 feet along a stonewall by said Manha's land to a corner; the end of said stonewall;

thence go N 33° 34" E 201 feet by land now belonging to Winston King to a corner; a three cornered stone;

thence go N 56° 54" W 234 feet by said King's property to a corner, a stake marking the southeast corner of said Bryant's property;

thence go N 43° 54" E 178.2 feet along Bryant's property to a corner, a stake;

thence go N 56° 54" W 355.2 feet along said Bryant's property to the point of beginning;

containing approximately 21.5 acres.

Rec. 9/24/52
1196-142

1105 376

Being the second parcel as described in a deed from John G. Wilbur and Myra K. Wilbur to this grantor, of even date, 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.

I, RITA C. LAMARRE, ~~XXXXXX~~ wife of said mortgagor,

release to the mortgagee all rights of ~~XXXXXXXXXXXX~~ dower and homestead and other interests in the mortgaged premises.

Witness our hand s and seal s this 18th day of January,

Witness:

Geo. H. Cotter

Lawrence L. Lamarre

Rita C. Lamarre

The Commonwealth of Massachusetts

Bristol, ss. January 18 1956

Then personally appeared the above named

LAWRENCE L. LAMARRE

and acknowledged the foregoing instrument to be his free act and deed, before me

Geo. H. Cotter

Notary Public — ~~XXXXXXXXXX~~

My Commission expires May 25 1956

Received & recorded Jan. 18 1956 at 3 hrs. & 18 min. P.M.

Attach.#204 of 1949

COMMONWEALTH OF MASSACHUSETTS.

Bristol, ss.

At a Probate Court holden at New Bedford *in said County of Bristol, on the* twenty-eighth *day of* October *in the year of our Lord one thousand nine hundred and* forty-nine

On the petition of Mary V. Pinto of New Bedford in said County, the wife of Joseph Lopes Pinto of said Fairhaven in said County

praying that said Court will,—*by its order, prohibit her said husband from imposing any restraint on her personal liberty, and*—make such order as it deems expedient concerning her support and the care, custody and maintenance of the minor children of herself and her said husband;

Due notice of said petition having been given to the said Joseph Lopes Pinto who appeared by counsel

~~It appearing to the Court that said~~

At the request of the petitioner

It is decreed that said petition be dismissed.

~~and that said petitioner for justifiable cause is actually living apart from her said husband~~

~~It is ordered that the petitioner have the care and custody of~~

~~minor children of herself and her said husband; that said~~

~~husband be and he is prohibited from imposing any restraint on the personal liberty of said~~

~~petitioner; and that he pay to said petitioner for the support of herself and said minor~~

~~children the sum of dollars~~

~~and the further sum of: dollars~~

~~in each and every hereafter until the further order of said Court.~~

~~The payment of said sums is to be made through the Probation Officer of the~~

~~Bristol County at Bristol.~~

William E. Fuller *Judge of Probate Court.*

James A. Keeney Jr.

Received & recorded Jan. 18 1950, at 3 hrs. & 41 mts. P.M. Register

378
BOOK 1115 PAGE 378
PROVIDENCE COUNTY
REGISTRY OF DEEDS
PROVIDENCE, R.I.

POWER OF ATTORNEY AND DELEGATION OF AUTHORITY

WHEREAS, it is desired to make available in the land title records or other appropriate records of the counties and other political subdivisions within the United States the formal evidence of the authority of the person designated herein to act on behalf of the undersigned, as Administrator of Veterans Affairs, with respect to the execution of certain contracts, conveyances and other instruments relating to or affecting the title to or other interests in lands and other property in the various states, pursuant to section 36:4342 of the Regulations for the Guaranty or Insurance of Home, Farm and Business Loans and section 36:4520 of the Regulations for Direct Loans, promulgated by the Administrator in accordance with and by authority of section 504 of the Servicemen's Readjustment Act of 1944, as amended (38 U.S.C.A. 694d):

NOW THEREFORE, the undersigned H. V. Higley

as Administrator of Veterans Affairs, an officer of the United States of America, whose address is Veterans Administration, Washington 25, D. C., does hereby grant to Frederick H. Owen, who presently occupies the position, and performs the duties, of Loan Guaranty Officer of said Veterans Administration, and whose address is Veterans Administration Regional Office, 100 Fountain Street, Providence, Rhode Island, the power and authority to execute (with or without acknowledgment or seal) and deliver in the name and on behalf of the undersigned as such Administrator, and of his successors in said office, the following instruments, to wit: Evidence of guaranty or of insurance credits, and such certificates, forms, conveyances, and other instruments as may be appropriate in connection with the acquisition, ownership, management, sale, transfer, assignment, encumbrance, rental or other disposition of real or personal property, or of any right, title or interest therein, or release of any lien thereon, including, but not limited to, contracts of sale, installment contracts, deeds, leases, bills of sale, assignments, satisfactions, and releases.

Nothing herein shall be construed as authorizing the above named employee to (a) enter appearance for the Administrator in any action or other judicial proceeding, (b) consent to any judgment, order, or decree therein, (c) exercise any of the authority vested in the Administrator under section 504 or section 508(b) of said statute, nor (d) exercise the power and functions reserved to the Administrator by sections 36:4335, 36:4343, 36:4344 and 36:4518 or delegated to the Assistant Administrator for Finance and the Director Loan Guaranty Service, by sections 36:4343 and 36:4344 of said Regulations.

When appropriately executed by the person hereinabove designated, any instrument of any of the classes indicated above, but subject to the limitations in this instrument, shall have the same force and effect as if personally executed by the undersigned in his official capacity (38 U.S.C.A. 426 and 694(d)).

Except as to persons having actual knowledge of a modification or termination of the aforesaid authority, the recordation of this instrument or of a copy hereof in any of said land records or other appropriate records shall be conclusive as to the authority of the person designated herein to perform the functions and exercise the powers herein granted as to any such act performed prior to the date a modification or a revocation hereof shall have been filed for record in the appropriate records in the county wherein the land or any part thereof is situated. The word "county" shall be construed to include "parish", "city", "district", or other appropriate political subdivision.

The authority granted by this instrument is without prejudice to or modification of the delegation of authority to the same officers or to others, as stated in said regulations, now, or as hereafter amended.

Witness my hand and seal, and the official seal of the Veterans Administration, impressed by authority of law this 31st day of JULY A.D. 1953.

1105

1105 376

Witness R. C. PAHLE, Jr.

Witness J. C. PALMER

Earl V. HIGLEY
Administrator of Veterans Affairs

POWER OF ATTORNEY BY ADMINISTRATOR

V A FORM SEP 1951 2-23 SUPERSEDES VA FORM 2-23, NOV 1947, WHICH WILL NOT BE USED. VA DC 125963

BOOK 256 PAGE 127

DISTRICT OF COLUMBIA, U.S.A.

On this 31st day of JULY, 1953, before me personally appeared E. V. Higley, Administrator of Veterans Affairs,

to me known and known by me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

FREDERICK G. CALVERT
Notary Public in and for the
District of Columbia, U.S.A.

My commission expires Sept. 15, 1955.

Barnstable, ss., Received August 25, 1953, at 8 h. 00 m. A.M.,

is entered with Barnstable County Deeds in Book 851, Page 451.

Attest:-

Register.

Rec'd Dec. 3 1953 at 9h54m A.M. &
en't with Bristol Co.No Dist.Deeds,
Book 1117 Pages 141-142
Attest:

Register

Serial A 30235

DISTRICT OF COLUMBIA

To All Whom These Presents Shall Come, Greeting:

I Certify that FREDERICK G. CALVERT whose name is subscribed to the accompanying instrument, was at the time of signing the same a Notary Public in and for the District of Columbia, and duly commissioned and authorized by the laws of said District of Columbia to take the acknowledgment and proof of deeds or conveyance of lands, tenements, or hereditaments, and other instruments in writing to be recorded in said District, and to administer oaths; and that I am well acquainted with the handwriting of said Notary Public and verily believe that the signature and impression of seal thereon are genuine, after comparison with specimen and impression of seal on file in this office.

In Witness Whereof, the Clerk of the Board of Commissioners of the District of Columbia, has hereunto caused the Seal of said District of Columbia to be affixed at the City of Washington, D. C., this 31st day of August 1951.

Clerk of the Board of Commissioners

Notary Public, Section

1105 380

RECEIVED

JAN 20 5 17 AM '54

REGISTRY OF DEEDS
BRISTOL COUNTY
SOUTHERN DISTRICT

COMMONWEALTH of MASSACHUSETTS
REGISTRY of DEEDS

New Bedford Jan 21 1954

At 9 Hour 15 Min. A.M.

Received and Recorded in Registry of Deeds

Book 1105 Page 378

Lawrence W. Cotter Register

No. 1 411 9896

Power of Attorney

H. V. Higley et al.

Frederick H. Owen

BARNSTABLE
REGISTRY OF DEEDS
AUG 25 1953
8 H - 40 M
RECORDED

Received for Record

June 17 1953

at 11:14 o'clock A.M.

and recorded in Book

No. 256 at page 126

of Deeds

Attest

VETERANS Administration

100 Fountain St.,

Providence, R.I.

Att: Chief Attorney

FEE 3 - PAID

---

29 1953 at 9 o'clock

and 30 minutes A M

Received and Entered with

Nantucket County Deeds.

Book 114 Page 408

Attest Register

Received & recorded Jan. 21 1954 at 9 hrs 8 January 19 Min. A.M.

413

1105 PAGE 291

We, Kaare Tjersland and Ellen Tjersland, husband and wife,

of New Bedford, Bristol County, Massachusetts,

for consideration paid, grant to Murray M. Smith and Dora W. Smith, husband and wife, as joint tenants and not as tenants by the entirety, of Fairhaven, said County, Commonwealth

with warranty covenants,

the land, with any buildings thereon, in Dartmouth, said County, Commonwealth, bounded and described as follows:

BEGINNING at the northwest corner of the premises at a point in the southerly line of Longwood Avenue, which said point is distant easterly ninety-six and 92/100 (96.92) feet from the point of intersection of the southerly line of Longwood Avenue with the easterly line of Longfellow Avenue;

thence running EASTERLY in said line of Longwood Avenue seventy-five (75) feet to land to be conveyed to Jacob Jacobsen et ux;

thence turning and running SOUTHERLY in line of last mentioned land sixty-eight (68) feet, more or less to the northerly line of Lot #586 on the hereinafter mentioned plan;

thence turning and running WESTERLY seventy-five (75) feet, more or less to the southeast corner of Lot #572 on said plan; and

thence turning and running NORTHERLY sixty-nine and 02/100 (69.02) feet to the southerly line of Longwood Avenue and point of beginning.

Containing eighteen and 78/100 (18.78) square rods, more or less.

Being lot #573 and the westerly half of lot #574 as shown on Revised Plan Property of the Buttonwood Heights Realty Co., June, 1921, Edward F. Mulally, Surveyor, recorded with Bristol County S. D. Registry of Deeds, Plan Book 20, Page 79.

Bounded NORTHERLY by the southerly line of Longwood Avenue; EASTERLY by land to be conveyed to the said Jacob Jacobsen et ux; SOUTHERLY by a portion of Lot #586 and WESTERLY by Lot #572, all as shown on said plan.

Being the same premises conveyed to us by deed of the Buttonwood Heights Realty Company, dated March 13, 1950, recorded in said Registry, Book 970, Page 40.

Subject to the following restrictions:

1. No one-family house shall be placed upon said premises costing less than $2,500. and no two-family house shall be built thereon costing less than $4,500. and no building or any part thereof shall be placed thereon within ten (10) feet from the line of the street, provided, however, that steps, windows, porticoes and other projections appurtenant thereto may be within said distance.

Inheritance tax Cy. 4-16-74 1682-596

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PROVIDENCE, R.I.

 We, the said grantors, being husband and wife,

release to said grantee a all rights of curtesy, dower, homestead, statutory, and other interest therein.

Witness our hands and seal this 20th day of January 1954

Executed in the presence of

Alfred Robert Cree

Marie Tyerland

Fellow Tyerland

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 20 1954

Then personally appeared the above named Murray M. Smith

and acknowledged the foregoing instrument to be his free act and deed,

before me Alfred Robert Cree
Notary Public

My commission expires 7/16 1958

Received & recorded Jan. 21, 1954, at 10 hrs. & 30 min. A.M.

415

We, Herbert M. Arruda and Madeline F. Arruda, husband and wife

of Dartmouth, Bristol County, Massachusetts,

~~xxxxxxxxxx~~ o.k.a. Lidia D. Oliveira or o.k.a. Lydia D. Oliveira for consideration paid, grant to Jeremias D. Oliveira and Lydia Oliveira, / husband and wife, of New Bedford, said County, Commonwealth, as joint tenants and not as tenants by the entirety ~~xxxxxxxxx~~

~~xxxxxxxxxx~~ ~~xxx~~

with ~~warranty covenants~~,

the land, with any buildings thereon, in said New Bedford, bounded and described as follows:

BEGINNING at the northeasterly corner of this lot at a point in the south line of Belleville Road seventy-nine (79) feet west from the west line of Second Street, now Desautels Street, and at the northeasterly corner of land now or formerly of Mary Breault;

thence SOUTHERLY by last named land sixty-six (66) feet to land now or formerly of George H. Laurie;

thence WESTERLY by last named land thirty-six and 50/100 (36.50) feet to land formerly of Isabelle M. Hall;

thence NORTHERLY by said Hall land, sixty-six (66) feet to said south line of Belleville Road; and

thence EASTERLY in said south line of Belleville Road thirty-six and 50/100 (36.50) feet to the point of beginning.

Containing eight and 85/100 (8.85) square rods, more or less.

For title see deed from Joseph W. Faria to us dated May 3, 1950 and recorded in Bristol County S.D. Registry of Deeds, book 984, page 104.

See also deed of Joseph W. Faria to us dated May 3, 1950 and recorded in said Registry, book 1095, page 172.

Subject to the 1954 real estate taxes which the grantees assume and agree to pay.

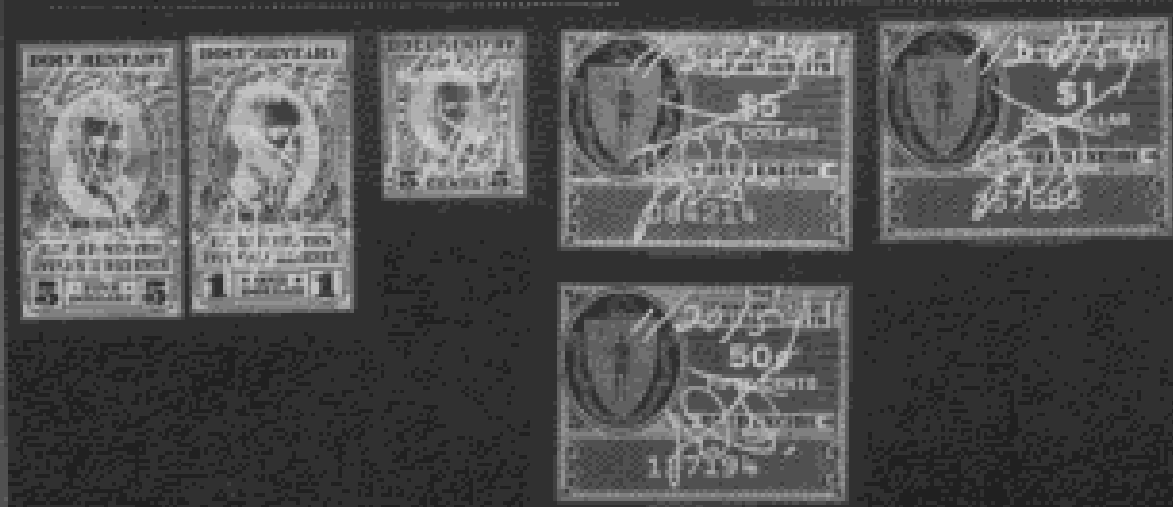
1105 384

We, the said grantors being husband and wife,
release to said grantee all rights of curtesy, dower, homestead, statutory, and other interests therein.

Witness our hands and seal this 20th day of January 1954

Executed in the presence of

Herbert N. Arruda
Madeline A. Arruda



Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 20 1954

Then personally appeared the above named Herbert N. Arruda
and acknowledged the foregoing instrument to be his free act and deed,

before me Alfred Robert Lowe
Notary Public

My commission expires 7/18/1958

Received & recorded Jan. 20 1954 at 11 Hrs. & 53 min. A.M.

Fairhaven Institution for Savings, a corporation duly established under the laws of the Commonwealth of Massachusetts and having a usual place of business in Fairhaven, Bristol County, Commonwealth of Massachusetts

the holder of a mortgage by

Herbert M. Arruda and Madeline F. Arruda, husband and wife,

to it

dated December 21, 1953 of

recorded with Bristol County S.D. Registry of Deeds, Book 1103 Page 74

for consideration paid, release to Herbert M. Arruda and Madeline F. Arruda, husband and wife,

all interest acquired under said mortgage in the following described portions of the mortgaged premises in New Bedford, Bristol County, said Commonwealth, bounded and described as follows:

BEGINNING at the northeasterly corner of this lot at a point in the south line of Belleville Road seventy-nine (79) feet west from the west line of Second Street, now Dessutels Street, and at the northwest corner of land now or formerly of Mary Breault;

thence SOUTHERLY by last named land sixty-six (66) feet to land now or formerly of George H. Laurie;

thence WESTERLY by last named land thirty-six and 50/100 (36.50) feet to land formerly of Isabelle M. Hall;

thence NORTHERLY by said Hall land sixty-six (66) feet to said south line of Belleville Road; and

thence EASTERLY in said south line of Belleville Road thirty-six and 50/100 (36.50) feet to the point of beginning.

Containing eight and 85/100 (8.85) square rods, more or less.

In witness whereof, the 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

Orrin B. Carpenter its Treasurer this 20th day of January A. D. 19 54

Fairhaven Institution for Savings

by Orrin B. Carpenter

Treasurer

The Commonwealth of Massachusetts

Bristol ss. January 20 19 54

Then personally appeared the above named Orrin B. Carpenter, Treasurer

and acknowledged the foregoing instrument to be the free act and deed of Fairhaven Institution for Savings,

before me

Notary Public — Justice of the Peace

My commission expires 7/18/58

Received & recorded Jan 20 1954 at 11 hrs. & 54 min. A. M.

BRISTOL COUNTY (S.D.) REGISTRY OF DEEDS PREVIEW ONLY

I, Joseph H. Tisdalle, married

of Acushnet, Bristol County, Massachusetts,

~~husband~~ for consideration paid, grant to Joseph Pimental, Jr.,

of 24 Jean St., Acushnet, Massachusetts, with ~~warranty~~ quitclaim covenants

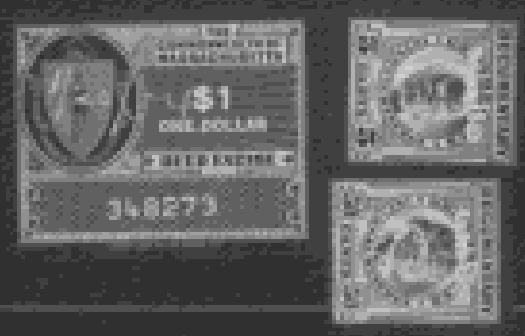
~~mortgage~~

[Description and encumbrances, if any]

The land in New Bedford, Bristol County, being lots numbered 330 to 340, both inclusive, shown on Plan of King Croft Addition dated December 1906 and recorded with Bristol County S. D. Registry of Deeds in Plan Book 3, Page 62. Also lots numbered 689 to 704, both inclusive, on Plan of King Croft Addition, Section B, dated April 1908 and recorded with the aforesaid Registry of Deeds in Plan Book 8, Page 59. Reference is made to both Plans for a more particular description of the said land.

For my title see deeds to me from Nicholas Fortes and Loretta Auger, both dated October 11th, 1947 and both recorded with the aforesaid Registry in Book 934, Page 198.

The above described premises are conveyed subject to the taxes for the year 1954.



I, Rachel Tisdalle, ~~husband~~ wife of said grantor,

release to said grantee all rights of ~~tenancy by the curtesy~~ dower and homestead and other interests therein.

Witness our hands and seals this twentieth day of January 19 54

John P. Bacour — Joseph H. Tisdalle
Caroline Bacour — Rachel Tisdalle

The Commonwealth of Massachusetts

Bristol, ss. New Bedford January 20th, 19 54

Then personally appeared the above named Joseph H. Tisdalle

and acknowledged the foregoing instrument to be his free act and deed, before me

John P. Bacour, ~~Notary Public~~

My commission expires July 9th, 19 59

Received & recorded Jan 20 1954, at 1 hrs. & 9 min. P.M.

Form 668-B
TREASURY DEPARTMENT
Internal Revenue Service
Rev. Aug. 1949

421

CERTIFICATE OF DISCHARGE OF PROPERTY FROM FEDERAL TAX LIEN

Harbor View Marine Corp., d/b/a Mullins Wharf

WHEREAS, Fisheries & Mullins Freezer of P O Box 620, New Bedford county of Bristol-Southern, State of Massachusetts, is indebted to the United States for unpaid internal-revenue taxes in the sum of Twelve thousand, five hundred twenty-three and 83/100 dollars ($ 12,523.83) lawfully assessed against Harbor View Marine Corp., d/b/a the said Mullins Wharf Fisheries & Mullins Freezer for the years 1950, 51, 52, 53 on the Various list for WITH & FICA; and

WHEREAS, to secure the collection of said taxes a notice of the lien of the United States against all the property and rights to property of the said taxpayer was filed on 10-23-51 1-6-53 9-17-53 Book 1032 Page 11, Book 1072 Page 321 & Book 1094 Page 308, ~~in the Clerk's~~ ~~Register's~~ ~~Office~~ ~~Registry of Deeds~~ with the Register of Deeds County of Bristol - Southern Dist. as authorized by law; and

WHEREAS, it appears that the lien of the United States for the said tax has attached to certain property described as:

SEE RIDER ATTACHED

and

WHEREAS, section 3674 (b) of the Internal Revenue Code reads as follows:

"(b) *Part payment.*—Subject to such regulations as the Commissioner, with the approval of the Secretary, may prescribe, the collector charged with an assessment in respect of any tax may issue a certificate of discharge of any part of the property subject to the lien if there is paid over to the collector in part satisfaction of the liability in respect of such tax an amount determined by the Commissioner, which shall not be less than the value, as determined by him, of the interest of the United States in the part to be so discharged. In determining such value the Commissioner shall give consideration to the fair market value of the part to be so discharged and to such liens thereon as have priority to the lien of the United States."

and

WHEREAS, the Commissioner of Internal Revenue has determined that the value of the interest of the United States in the foregoing property, under and by virtue of its aforesaid tax lien, amounts to the sum of Twenty-five and 00/100 dollars ($ 25.00) and has authorized the release, under the provisions of section 3674 (b), Internal Revenue Code, of a certificate discharging the property from the tax lien of the United States upon payment of the sum of Twenty-five and 00/100 dollars ($ 25.00) to be applied in part satisfaction of the liability in respect of the tax hereinbefore mentioned, which sum has been paid to me to be so applied, and the receipt of which sum by me is hereby acknowledged;

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

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BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIEW ONLY

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH, [illegible] District Director of Internal Revenue for the [illegible] Collection District of Massachusetts, charged by law with the duty of collecting and enforcing the collection of internal-revenue taxes due to the United States and charged with the assessment(s) hereinbefore mentioned, do, pursuant to the provisions of section 3674 (b), Internal Revenue Code, discharge the property heretofore described from the tax lien aforesaid, saving and reserving, however, the force and effect of said tax lien against and upon all other property, wherever situated, of the said Harbor View Marine Corp. d/b/a Mullins Wharf Fisheries & Mullins Freezer

WITNESS my hand and seal at Boston on this, the 29th day of December 1953

Acting Dist. Director of Internal Revenue for the Collection District of Massachusetts

RIDER

IN FAIRHAVEN

FIRST PARCEL.

Beginning at the intersection of the north line of Washington Street with the west line of Middle Street; thence northerly by the west line of Middle Street one hundred(100) feet to land now or formerly of Frank G.Taylor, Inc.; thence westerly by last named land one hundred eighty-one and 32/100 (181.32) feet to a point which is one hundred (100) feet north of an extension of the west line of Water Street measuring from its intersection with the north line of Washington Street; and thence westerly into the Acushnet River as far as private rights extend in a line parallel to and north of the north face of the Delano Wharf so-called measuring at the top of the stone wall of the Wharf as it was on December 30,1943; then beginning again at said intersection of the north line of Washington Street and the west line of Middle Street and running westerly in said north line of Washington Street two hundred thirty (230) feet more or less to the westerly end of Washington Street; thence southerly by the westerly end of Washington Street to the south line of Washington Street; thence easterly by the south line of Washington Street sixty (60) feet more or less to the west line of Water Street; thence southerly in the west line of Water Street one hundred eight and 70/100 (108.70) feet more or less to land now or formerly of D.N.Kelley; thence westerly by said Kelley land one hundred fifty (150) feet more or less to the Acushnet River and thence into the Acushnet River as far as private rights extend, and bounded on the west by the Acushnet River. Together with all riparian rights and all its rights to the land under the river between low water mark and the channel of the river.

SECOND PARCEL.

Beginning at the southwest corner thereof at the northwest corner of land now or formerly of Nathan B.Manter at a point in the east line of Water Street; thence northerly in said east line of Water Street sixty-three (63) feet to land formerly of Killey S. Eldridge; thence easterly by said Eldridge land sixty-six (66) feet to land now or formerly of Helen Martin; thence southerly by said Martin land sixty-three (63) feet to said Manter land; and thence westerly by said Manter land sixty-six (66) feet to the place of beginning. Together with all the grantor's right, title, and interest in the fee of Middle Street, Washington Street and Water Street, where the premises described in said two parcels abut thereon.

For the grantor's title to said two parcels see deeds to it as follows, all being recorded in the Bristol County (S.D.) Registry of Deeds:

Frank G.Taylor, November 20,1942, Book 854, page 14.
Frank G.Taylor, Inc. December 30,1943,Book 877, page 34.
Daniel F.Mullins March 17,1943, Book 865, Page 325.
Mullins Fishing Gear, Inc. August 19,1944,Book 885, page 261.
Daniel F.Mullins, August 19,1944, Book 885, Page 662.

EXHIBIT "A"

BRISTOL COUNTY LAW REGISTRY OF DEEDS PREVIEW ONLY

THIRD PARCEL.

Beginning at a boundstone in the westerly line of Middle Street, distant northerly therein one hundred (100) feet from the northerly line of Washington Street at the southeast corner of the lot to be conveyed and at the northeast corner of land of the HARBOR VIEW MARINE CORP.; thence northerly in said westerly line of said Middle Street twenty-six and 45/100 (26.45) feet to a bound-stone and land of Frank C.Taylor, Inc.; thence westerly in line of said land of Frank C.Taylor, Inc. and parallel with said northerly line of Washington Street one hundred eighty-four and 54/100 (184.54) feet more or less to a drill hole; thence continuing westerly in same straight line and parallel to the north line extended of Washington Street and to and into the Acushnet River to the northerly line of a dredged basin forty feet north of and parallel to the north line of the Delano Wharf so-called; then beginning again at the first mentioned boundstone, thence westerly in line of said HARBOR VIEW MARINE CORP.land and parallel to said Washington Street one hundred eighty-one and 32/100 (181.32) feet more or less to the Acushnet River, and the aforesaid northerly line of the dredged basin; and thence westerly or northwesterly in the aforesaid northerly line of said dredged basin until it intersects the north line of the lot to be conveyed previously described.

Including all right to the fee of Middle Street where the street abuts on the described premises.

For grantor's title see deed from Daniel F.Mullins dated July 2,1946, and recorded in Bristol County (S.D.) Registry of Deeds.

BRISTOL COUNTY LAW REGISTRY OF DEEDS PREVIEW ONLY

BRISTOL COUNTY S.D. REGISTRY OF DEEDS PREVIEW ONLY

RIDER
IN NEW BEDFORD

1105 390

THIRD PARCEL.

Beginning at the southwest corner thereof at the intersection of the north line of Rodman Street with the east line of Water Street; thence northerly in said east line of Water Street sixty-eight and 21/100 (68.21) feet to land now or formerly of Matthew J.Curran; thence easterly by said Curran land one hundred four (104) feet to a corner; thence southerly still by land of said Curran sixty-eight and 15/100 (68.15) feet to the north line of Rodman Street; and thence westerly in said north line of Rodman Street one hundred four and 47/100 (104.47) feet to the place of beginning. Containing twenty (20) square rods more or less.

For grantor's title to this third parcel, see deed from Ruth Hall Price dated March 18,1943, recorded in said Registry in Book 865, Page 325.

FOURTH PARCEL.

Beginning at the intersection of the north line of Hamilton Street with the east line of North Water Street; thence northerly by North Water Street sixty-two and 30/100 (62.30) feet to the south line of Rodman Street; thence easterly in said south line of Rodman Street one hundred eighty-five (185) feet; thence southerly sixty-two and 30/100 (62.30)feet to the north line of Hamilton Street; and thence westerly in said north line of Hamilton Street one hundred eight-five (185) feet to the point of beginning. Containing forty-two and 1/4 (42¼) square rods more or less.

For grantor's title to this parcel see deed from James W. Dalrymple and another, trustees dated June 30,1943, recorded in said Registry in Book 871, Page 308, and deed from Charles I.Goldberg and another dated December 3,1942, recorded in said Registry in Book 864, Page 100.

FIFTH PARCEL

Beginning at the southeast corner thereof at the intersection of the north line of Union Street with the west line of Front Street; thence westerly in said north line of Union Street onehundred twenty-nine and 70/100 (129.70) feet to land now or formerly of Frank W. Pease; thence northerly by said Pease land ninety (90) feet to Rose Alley; thence easterly by said Rose Alley, twenty-eight (28) feet to land now or formerly of W.Frank Potter, et al; thence southerly by said Potter land twenty-seven (27) feet to a corner; thence easterly still by said Potter land fifty-three and 70/100 (53.70) feet to a corner; thence southerly eleven (11) feet to a corner; thence easterly forty-seven (47) feet to the west line of Front Street; and thence southerly by said west line of Front Street fifty-two (52) feet to the place of beginning. Containing thirty (30) square rods more or less.

For grantor's title to this parcel see deeds to it recorded in said Registry as follows:

Daniel F.Mullins, March 17,1943, Book 868, Page 325, and from The Merchants National Bank of New Bedford dated September 26,1946 Book 860, Page 97.

SIXTH PARCEL

Beginning at the northwest corner thereof at the intersection of the south line of Center Street and the east line of Water Street; thence easterly in the south line of Center Street forty-seven and 21/100 (47.21) feet to land now or formerly of DeWolf & Vincent; thence southerly by last named land forty-seven and 86/100 (47.86) feet to land now or formerly of Winfred W.Bennett; thence westerly by said Bennett land forty-seven and 86/100 (47.86) feet to said east line of Water Street; and thence northerly in said east line of Water Street forty-five and 17/100 (45.17) feet to the place of beginning. Containing eight and 9/100 (8.09) square rods more or less.

For grantor's title to this parcel see deed from the Merchants National Bank of New Bedford dated December 18, 1942, and recorded in said Registry in Book 861, Page 253.

SEVENTH PARCEL.

Consisting of two lots described as follows:

First Lot.

Beginning at the northwesterly corner thereof at the intersection of the easterly line of North Water Street with the southerly line of Hamilton Street; thence southerly in said easterly line of North Water Street twenty and 2/10 (20.2) feet; thence easterly forty (40) feet to land formerly of Mary Rotch at a point nineteen and 7/10 (19.7) feet south of the southerly line of Hamilton Street; thence northerly by said land formerly of Mary Rotch nineteen and 7/10 (19.7) feet to said southerly line of Hamilton Street; and thence westerly therein forty (40) feet to the point of beginning. Containing two and 93/100 (2.93) square rods more or less. The southerly line of said premises is supposed to be in the middle of the stairway between two buildings.

Second Lot.

Beginning at a point in the southerly line of Hamilton Street distant easterly therein forty (40) feet from its intersection with the easterly line of North Water Street; thence southerly by land formerly of Hicks and by land formerly of Henry V.Davis about forty (40)feet; thence easterly by another land formerly of said Hicks about ten (10) feet; thence northerly by land conveyed by Frances L.Eliot to William Maxfield by deed dated January 8,1879 and recorded in said Registry Book 90, page 13, about (40) feet to said southerly line of Hamilton Street; and thence westerly therein ten (10) feet to the point of beginning.

For grantor's title to these two lots, see deed from Merton C.Fisher, Executor, dated May 23,1942, and recorded in said Registry in Book 864, Page 180.

Received & recorded Jan 28 1954, at 12 hrs & 21 min PM

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BRISTOL COUNTY REGISTRY OF DEEDS
PREVIEW ONLY

1105 392

Form 668
U. S. TREASURY DEPARTMENT
Internal Revenue Service
Revised Nov. 1952

422

No. 9346

NOTICE OF FEDERAL TAX LIEN(S) UNDER INTERNAL REVENUE LAWS

UNITED STATES INTERNAL REVENUE,

Massachusetts DISTRICT

Pursuant to the provisions of Sections 3670, 3671, and 3672 of the Internal Revenue Code of the United States, notice is hereby given that there have been assessed under the Internal Revenue laws of the United States against the following-named taxpayer, taxes (including interest and penalties) which after demand for payment thereof remain unpaid, and that by virtue of the above-mentioned statutes the amount (or amounts) of said taxes, together with penalties, interest, and costs that may accrue in addition thereto, is (or are) a lien (or liens) in favor of the United States upon all property and rights to property belonging to said taxpayer, to wit:

Name of taxpayer: Solbert Mfg. Co., Inc.

Residence or place of business: Formerly: 57 Cove Street; Now: 1357 Rodney French Blvd., New Bedford, Mass.

NATURE OF TAX	YEAR OR TAXABLE PERIOD	DATE ASSESSMENT LIST RECEIVED	AMOUNT OF ASSESSMENT
WITH Nov 1951 - 51234	3-31-51	12-19-51	$ 2,385.70
WITH Aug 1951 - 9095	6-30-51	9-19-51	6,596.61
WITH Dec 1951 - 8957	9-30-51	1-5-52	4,140.49
WITH Aug 1952 - 8649	6-30-52	9-2-52	8,978.56
WITH Feb 1953 - 52577	12-31-52	3-12-53	8,217.37
WITH Dec 1953 - 50632A	9-30-53	12-28-53	3,484.17
WITH Jan 1953 - 56968	3-31-53	7-2-53	273.56
		TOTAL	$ 34,077.95

WITNESS my hand at Boston, on this, the 18th day of January, 1954

Registry of Deeds
Bristol County-Southern Dist.
New Bedford, Mass.

Thomas E. Scanlon
District Director of Internal Revenue

By Martin P. Higgins
Internal Revenue Agent

Received & recorded Jan 20 1954, at 12 hrs. & 30 min. P.M.

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien(s). G. C. M. 26429, 1950-1 C. B., 156.)

BRISTOL COUNTY REGISTRY OF DEEDS
PREVIEW ONLY

QUITCLAIM DEED

1105 393

RECONSTRUCTION FINANCE CORPORATION, a corporation duly organized and existing under and by virtue of an Act of Congress, having its principal office in Washington, in the District of Columbia, for consideration paid, grants to HERVEY E. TICHON, of Fairhaven, Bristol County, Massachusetts, with QUITCLAIM COVENANTS, the land in New Bedford, Bristol County, Massachusetts, with the buildings thereon, bounded and described as follows:

Beginning at the southeast corner thereof at the intersection of the north line of Union Street with the west line of North Front Street; thence westerly in said north line of Union Street Forty Seven (47) feet to other land of this grantor; thence northerly by said other land of this grantor Fifty Two (52) feet to land now or formerly of Joseph Cataldo; thence easterly by land now or formerly of said Cataldo Forty-seven (47) feet to the west line of Front Street; thence southerly by said west line of Front Street Fifty Two (52) feet to the place of beginning.

For title reference is made to two foreclosure deeds to Reconstruction Finance Corporation, both dated August 31,1953, recorded with Bristol County (S.D.) Registry of Deeds, Book 1094, Pages 82 and 87, respectively.

There is expressly excepted from this deed all uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument, which are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

IN WITNESS WHEREOF, said RECONSTRUCTION FINANCE CORPORATION has

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BRISTOL COUNTY REGISTRY OF DEEDS
PREVIEW ONLY

1105 394

caused its corporate name to be subscribed by BERNARD F. O'NEIL, its Attorney in Fact, acting herein under Power of Attorney dated January 18, 1952, this 30th day of November, 1953. This deed is intended to take effect as a sealed instrument.

RECONSTRUCTION FINANCE CORPORATION

By Bernard F. O'Neil
Attorney in Fact

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. Boston, November 30, 1953

Then personally appeared the above-named BERNARD F. O'NEIL, its Attorney in Fact, and acknowledged the foregoing instrument to be the free act and deed of said RECONSTRUCTION FINANCE CORPORATION, before me,

Edward G. Griffin
EDWARD G. GRIFFIN
Notary Public
My commission expires Dec. 12, 1958

Received & recorded Jan. 20 1954, at 12 hrs. & 35 min. P.M.

BRISTOL COUNTY REGISTRY OF DEEDS
REGISTRY OF DEEDS
PREVIEW ONLY

425 1105 395

Know All Men By These Presents

That we, Manuel Faria also known as Manuel F.Fonseca and Rosalinda Faria, husband and wife,

of New Bedford Bristol County, Massachusetts

~~XXXXXXXXX~~, for consideration paid, grant to Max F.Greenstein

of said New Bedford

with mortgage covenants, to secure the payment of

----------Five hundred ($500)---------- Dollars

~~xx~~ on demand ~~xxx~~ with five (5) per cent interest, per annum

~~payable~~ semi-annually

~~as provided in~~ a note of even date,

~~xxxxxx~~ said New Bedford, with the buildings thereon, bounded

(Description and encumbrances, if any)

and described as follows:

PARCEL I:

Beginning at a point in the south line of West Maxfield Street two hundred seventy-five and 70/100 (275.70) feet easterly therein from the east line of Florence Street and at the northeast corner of land now or formerly of Frank Megallen;

thence easterly in the south line of West Maxfield Street twenty (20) feet to other land now or formerly of Louis Herman;

thence southerly by last named land one hundred thirty-seven and sixty-four one hundredths (137.64) feet to land now or formerly of James Bates;

thence westerly by last named land twenty (20) feet to land of Frank Megallen;

thence northerly by last named land one hundred thirty-seven and 64/100 (137.64) feet to the place of beginning in the south line of West Maxfield Street.

Containing ten and 10/100 (10.10) square rods, more or less.

PARCEL II:

Beginning at a point in the south line of West Maxfield Street two hundred thirty-nine and 70/100 (239.70) feet easterly from the point of intersection of the south line of West Maxfield Street with the east line of Florence Street;

thence easterly in the south line of West Maxfield Street thirty-six (36) feet to land now or formerly of Andrew E. Hathaway;

thence southerly by last named land one hundred thirty-seven and 64/100 (137.64) feet to land now or formerly of James Bates;

thence westerly by last named land thirty-six (36) feet to land now or formerly of A.A.Portas;

thence northerly by last named land one hundred thirty-seven and 64/100 (137.64) feet to the place of beginning in the south line of West Maxfield Street.

Containing eighteen and 1/5 (18.1/5) square rods, more or less.

Rec. 12/1/59
1301-25

PARCEL III:

Beginning at a point in the south line of West Maxfield Street at the northeast corner of land now or formerly of A.E. Hathaway;

thence easterly in the south line of West Maxfield Street twenty-five (25) feet to land now or formerly of Frank Magellan;

thence southerly by last named land about one hundred thirty-seven and 64/100 (137.64) feet to land now or formerly of one Bates;

thence westerly by last named land twenty-five (25) feet to land now or formerly of A.E.Hathaway;

thence northerly by last named land about one hundred thirty-seven and 64/100 (127.64) feet to the point of beginning in the south line of West Maxfield Street.

Being the same premises conveyed to us by deed of Maria R. Senna dated August 17, 1948 and recorded in Bristol County (S.D.) Registry of Deeds in Book 949, Page 444.

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale

We, Manuel Faria and Ermelinda Faria husband and wife ~~of said mortgage~~

mortgagors aforesaid

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 20th day of January 1954.

Edwin Livingstone Jr. — Manuel Faria — Ermelinda Faria

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 20 1954.

Then personally appeared the above named Manuel Faria and Ermelinda Faria

and acknowledged the foregoing instrument to be their free act and deed, before me

Edwin Livingstone Jr. — Notary Public — ~~Justice of the Peace~~

My Commission expires Feb 26 1956

Received & recorded Jan 20 1954 at 12 hrs. & 47 min. P. M.

BRISTOL COUNTY (SD)
REGISTRY OF DEEDS
PROVIDENCE, RI

I, Alice H. Springer, widow,

of Dartmouth, Bristol County, Massachusetts,

~~XXXXXXXXX~~ for consideration paid, grant to David Stephenson and Emily M. Stephenson, husband and wife, as jointtenants, but not as tenants by the entirety,

both of said Dartmouth

with ~~warranty covenants~~ all my right, title, and interest, being one undivided half interest, in and to
land in said Dartmouth, with all buildings thereon, bounded and described as follows:
[Description and encumbrances, if any]

Northerly by the Road from Padanaram to Head of Apponegansett River, now named Elm Street, 154 feet, more or less;

Westerly by land now or formerly of Luther H. Matthews, and then of [illegible] Billington, 149 feet;

Easterly by land now or formerly of James Lord, 154 feet, more or less; and

Southerly by land now or formerly of the said James Lord, 149 feet, more or less.

Containing 62.40 rods, more or less.

Being the same premises conveyed to my deceased husband Charles Springer and myself by deed of Eva L.S. Greenleaf dated October 4, 1940 and recorded in Bristol County (SD) Registry of Deeds, Book 832, page 323. See also deed to the grantees of one-half interest dated April 16,1941 and recorded in said Registry, Book 838, page 52.

Inheritance Tax Ref. 11/13/62 1389-356

BRISTOL COUNTY (SD)
REGISTRY OF DEEDS
PROVIDENCE, RI

BRISTOL COUNTY REGISTRY OF DEEDS PREVIEW ONLY

[illegible] administrators

[illegible] and [illegible] [illegible] [illegible]

KNOW ALL MEN BY THESE PRESENTS that we, Ruth A. Norton and Thomas L. Norton, husband and wife, both

of Acushnet Bristol County ~~Commonwealth~~ Massachusetts

~~being unmarried~~, for consideration paid, grant to Walter P. Douglas

of Fairhaven in said County

with mortgage covenants, to secure the payment of

Four Hundred Seventy-eight - - - - - - - - - Dollars with interest payable semi-annually at the rate of 6 per cent per annum together with a payment of $10 every two weeks on account of the principal sum

~~in ... years with ... per cent interest per annum payable~~

as evidenced by our note of even date,

the land in said Acushnet which is bounded and described as follows:

Beginning at the southwesterly corner thereof at the point of intersection of the northerly line of Harrison Street and the easterly line of Middle Road; thence running easterly in the northerly line of said Harrison Street 131.61 feet to a corner; thence running northerly 100 feet to a corner; thence running westerly 50 feet; thence running southerly 50 feet to a corner; thence running westerly 81.61 feet more or less to the said easterly line of Middle Road; and thence running southerly in the easterly line of said Middle Road 50 feet to the place of beginning.

For our title see deed from Harrison T. Borden to Ruth A. Norton dated February 24, 1939, and recorded in Bristol County, S.D., Registry of Deeds Book 817 Page 363, and deed from the Town of Acushnet to Thomas L. Norton and Ruth A. Norton, dated May 9, 1938, and recorded in said Registry in Book 804 Page 437.

Said premises are conveyed subject to a prior mortgage thereon to this mortgagee, on the lot which was bought from Harrison T.Borden.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

BRISTOL COUNTY REGISTRY OF DEEDS PREVIEW ONLY

1105 400

This mortgage is upon the statutory condition,

for any breach of which the mortgagee has the statutory power of sale.

We, the above mortgagors, being husband and wife [illegible] of the mortgagor,

release to the mortgagee all rights of tenancy by the curtesy and dower and homestead and other interests in the mortgaged premises.

Witness our hands and seals this 20th day of January 1954

Thomas L. Norton
Ruth A. Norton

The Commonwealth of Massachusetts

Bristol ss. January 20, 1954

Then personally appeared the above named Ruth A. Norton and Thomas L. Norton

severally and acknowledged the foregoing instrument to be their free act and deed, before me

Geo. H. Potter
Notary Public

My Commission expires May 25 1956

Received & recorded Jan 20 1954 at 3 hrs. & 7 min. P. M.

1105-400 412

The NEW BEDFORD CO-OPERATIVE BANK, holder of a mortgage

from Christopher J. and Ruth V. Limerick

to it, dated July 31, 1942 recorded with Bristol County S. D. Registry

of Deeds, Book 856 Page 183-184

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 15th day of January 1954

NEW BEDFORD CO-OPERATIVE BANK

By Eugene F. Phelan

Treasurer.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

COMMONWEALTH OF MASSACHUSETTS

1105 401

Bristol, ss. January 15, 1954

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

Anne J. Taber
Notary Public

My commission expires June 7, 1958

Received & recorded Jan. 20, 1954, at 9 hrs. & 39 min. A. M.

376 Discharge of Levy of Execution.

1105-401

January 16, 1954.

To the Register of Deeds for the Southern *District of the County of* Bristol

The levy on *the real estate (in said county)* of Harold L. Delano made on the 22nd day of December 1953 on a judgment obtained in the Third District Court of Bristol on Dec. 11, 1953 by Antone Medeiros *plaintiff* is discharged and I hereby release all my interest in said real estate to said Harold L. Delano (recorded in Book 1103, Page 276)

and you will please make a note to that effect on the attachment book in your office. Witness my hand and seal.

Antone Medeiros *plaintiff*

The Commonwealth of Massachusetts

Bristol ss. January 16, 1954.

Then personally appeared the above named Antone Medeiros *and acknowledged the foregoing instrument to be* his *free act and deed, before me*

Fred M. Thomas
Notary Public

My commission expires November 9, 1956.

Received & recorded Jan 18 1954, at 3 hrs. & 5 min. P.M.

BRISTOL COUNTY (S.D.) REGISTRY OF DEEDS PREVIOUSLY OFFICIAL

Know all men by these Presents, that the FALL RIVER TRUST COMPANY, of Fall River, Massachusetts, holder of a mortgage from Carlton C. Wood and Emma H. Wood to it dated December 22, 1952 recorded with Bristol County, ~~Fall River~~ South District Registry of Deeds, Book 1071, Page 268 acknowledges satisfaction of the same.

In Witness Whereof, it has by Anthony Perry its Treasurer, thereto duly authorized, hereto set its hand and seal this 22nd day of January A. D. 1954.

FALL RIVER TRUST COMPANY

By Anthony Perry Treasurer

Commonwealth of Massachusetts

BRISTOL ss. Fall River, January 22, 1954

Subscribed and acknowledged by the aforesaid Anthony Perry, Treasurer, to be the act and deed of said Corporation.

Before me, Frederick H. Lancock Notary Public

My commission expires March 7, 1956

BRISTOL ss. ~~Fall River~~, New Bedford, Feb 1 1954

at 9:23 o'clock, A. M.

Received and recorded in Bristol County ~~Fall River~~ District Registry of Deeds.

Lib. 1105 Fol. 402

1105-402

I, Alfred C. McGee, New Bedford, Massachusetts holder of a mortgage

from Frank Strules and Stella Strules, of said New Bedford,

to Thomas A. McGee of said New Bedford

dated September 29, 1953,

recorded with Bristol County (S. D.) Registry of Deeds

Book 1035 Page 485 reassign said mortgage and the note and claim secured thereby to said Thomas A. McGee.

Witness my hand and seal this 28th day of December 1953

Witness to signature:

Frank J. Farin
234 Union Street
New Bedford, Mass.

Alfred C. McGee

1105

The Commonwealth of Massachusetts

Bristol, ss. December 26 1953

Then personally appeared the above named Alfred G. Moses

and acknowledged the foregoing instrument to be his free act and deed

before me

Frank J. Fraser
Notary Public—Justice of the Peace

My commission expires Sept. 1, 1955.

Received & recorded Jan 7 1954, at 3 hrs. & 20 min. P.M.

417

1105-403

Know all Men by these Presents

The New Bedford Institution for Savings, holder of a mortgage

from Karl Jerabek et ux

to said Institution

dated March 16 1950 recorded with Bristol County (S.D.) Registry

of Deeds, Book 870 Page 414 415

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 20th day of January 1954

New Bedford Institution for Savings,

By Clifford G. Grant
Assistant Treasurer.

Commonwealth of Massachusetts

Bristol, ss. January 20 1954. 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 Crane
Notary Public.

My commission expires 9/18 1958

Received & recorded Jan 20 1954, at 11 hrs. & 57 min. A.M.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

KNOW ALL MEN BY THESE PRESENTS:

That We, Carlton C. Wood and Emma H. Wood, husband and wife

of Westport Bristol County Massachusetts,

being ~~unmarried~~, for consideration paid, grant to Nilda C. Tripp, married,

of #3008 Nichols Avenue, S.E., Washington, D.C. with warranty covenants

the land ~~in~~ said Westport, togetherer with all buildings and improvements thereon, bounded and described as follows:--

[Description and encumbrances, if any]

Beginning at an iron bound situate at the Northwesterly corner of Cornell Road and the Westport Point to Central Village Road, also known as Main Road; running thence Northerly by the Westerly side of said Main Road, Five Hundred Sixteen and 20/100 (516.20) feet to a stake for a corner; thence turning an interior angle of 100° 15' and running Westerly by land now or formerly of John R. Davis, One Hundred Ninety-Six (196) feet to a drill hole for a corner; thence turning an interior angle of 80° and running in a Southerly direction, One Hundred Eighty-Four and 40/100 (184.40) feet by land of Mabel Cornell to a stake for a corner; thence turning an interior angle of 192° 20' and running Two Hundred Eighty-Seven (287) feet by land of Porter Kent to an iron bound for a corner, and the Northerly side of said Cornell Road; thence turning an interior angle of 98° 6' and running in a general Easterly direction by the Northerly side of Cornell Road, Two Hundred Seventy-Three (273) feet to an iron bound and the point of beginning, forming with the starting point, an interior angle of 71° 20' and containing Two (2) acres, Seventy-Two and 74/100 (72.74) square rods of land, more or less.

Being the same premises conveyed to these grantors, by deed of Aza B. Allen, which deed is dated December 8, 1938, and recorded in the Bristol County South District Registry of Deeds, in Book 813, Page 150.

And We, Carlton C. Wood and Emma H. Wood,

husband and wife ~~xx~~ said grantors

release to said grantee all rights of ~~tenancy by the curtesy~~ dower and homestead and other interests therein.

Witness our hand~~s~~ and seal ~~s~~ this 26th day of January 19 54

Linda B. Gilbert

Carlton C. Wood

Emma H. Wood

The Commonwealth of Massachusetts

Bristol ss. Fall River, January 26 1954

Then personally appeared the above named Carlton C. Wood and Emma H. Wood

and acknowledged the foregoing instrument to be their free act and deed, before me

Frederick H. Lacroix

Notary Public ~~MASSACHUSETTS~~

My Commission expires March 2 1956

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

1105 405

Received & recorded Jan 20 1954 at 3 hrs. 45 min P. M.

418

Know all Men by these Presents

1105 – 405

The New Bedford Institution for Savings, holder of a ..... mortgage

from Michael McGann

to said Institution

dated September 29, 1950 recorded with Bristol County (S.D.) Registry

of Deeds, Book 989, Page 459

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 20th day of January 1954

New Bedford Institution for Savings,

By

Assistant Treasurer.

Commonwealth of Massachusetts

Bristol, ss. January 20, 1954. 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,

Notary Public.

My commission expires February 3, 1957

Received & recorded Jan 20 1954, at 11 hrs. 45 min A. M.

BRISTOL COUNTY REGISTRY OF DEEDS
BRETTANY GREEN

Know all Men by these Presents

That I, Hilda C. Tripp, married, of Washington, D.C.,

for consideration paid, hereby grant to the **Fall River Trust Company** a corporation established under the laws of the Commonwealth of Massachusetts, and having its usual place of business in Fall River with MORTGAGE COVENANTS to secure the payment of
Nine Thousand and 00/100 ($9000.00)- Dollars

as provided in my note of even date herewith, and also to secure the performance of all agreements herein contained, the land in Westport, Massachusetts, together with all buildings and improvements thereon, bounded and described as follows:--

Beginning at an iron bound situate at the Northwesterly corner of Cornell Road and the Westport Point to Central Village Road, also known as Main Road; running thence Northerly by the Westerly side of said Main Road, Five Hundred Sixteen and 20/100 (516.20) feet to a stake for a corner; thence turning an interior angle of 100° 15' and running Westerly by land now or formerly of John R. Davis, One Hundred Ninety-Six (196) feet to a drill hole for a corner; thence turning an interior angle of 80° and running in a Southerly direction, One Hundred Eighty-Four and 40/100 (184.40) feet by land of Mabel Cornell to a stake for a corner; thence turning an interior angle of 192° 20' and running Two Hundred Eighty-Seven (287) feet by land of Porter Kent to an iron bound for a corner, and the Northerly side of said Cornell Road; thence turning an interior angle of 86° 5' and running in a general Easterly direction by the Northerly side of Cornell Road, Two Hundred Seventy-Three (273) feet to an iron bound and the point of beginning, forming with the starting point, an interior angle of 71° 20' and containing Two (2) acres, Seventy-Two and 74/100 (72.74) square rods of land more or less.

Being the same premises conveyed to this grantor by deed of Carlton C. Wood and Emma H. Wood, which deed is dated January 20, 1954, to be recorded herewith.

including as a part of the realty all portable or sectional buildings, heating apparatus, plumbing, radiators, 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:

That the mortgagor shall keep the buildings now or hereafter standing on said premises 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.

And we-I hereby agree that in case the Grantee's loan on this mortgage is not exempt from a State Tax, said Grantor and those claiming under her 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 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.

And it is agreed that if the debt secured hereby shall not be paid when due, the Grantee or its assigns shall be entitled to thirty days' notice in writing before payment, unless foreclosure proceedings have begun; that in case any default in the condition of this mortgage shall exist for more than thirty days the entire mortgage debt shall become due at the option of the Grantee or its assigns; that in case of a foreclosure sale the grantee or its assigns shall be entitled to retain one per cent of the purchase money in addition to the costs, charges, and expenses allowed under the Statutory Power of Sale; and in case proceedings to foreclose have been begun, the Grantee or its assigns shall be entitled to collect all costs, charges and expenses up to the time of payment.

This mortgage is upon the *STATUTORY CONDITION*, for any breach of which the *MORTGAGEE* shall have the *STATUTORY POWER OF SALE*.

And for said consideration, I, Derwood Roland Tripp, husband of said mortgagor,

hereby release to the Mortgagee all rights of ~~dower~~ tenancy by curtesy ~~and homestead~~ and other interests in the mortgage premises and agree upon requests to join and release the same in any deed or deeds of confirmation as aforesaid.

Witness our hand and seal this 20th day of January 19 54

Witnesses

Hilda C. Tripp
Hilda C. Tripp
Derwood Roland Tripp
Derwood Roland Tripp

Commonwealth of Massachusetts

Bristol SS. Fall River, Jan. 20 1954

Then personally appeared the above-named Hilda C. Tripp and Derwood Roland Tripp and acknowledged the above instrument to be their free act and deed.

Before me,
Frederick H. Peacock
Notary Public.

My commission expires March 2, 56

Received & recorded Jan 20 1954, at 3 hrs. & 25 min. P.M.

KNOW ALL MEN BY THESE PRESENTS:

That I, Hilda C. Tripp, married,

of 3006 Nichols Avenue,S.E.,Washington, D.C.

being married, for consideration paid, grant to Carlton C. Wood and Emma H. Wood, husband and wife,

of Westport,Bristol County, Massachusetts

with mortgage covenants, to secure the payment of

Thirty-Five Hundred and 00/100 ($3500.00)- - - - - - - - - - - - - - - Dollars

as provided in our note of even date,

the land in said Westport, Massachusetts, together with all buildings and improvements thereon,bounded and described (Description and encumbrances, if any) as follows:--

Beginning at an iron bound situate at the Northwesterly corner of Cornell Road and the Westport-Point to Central Village Road, also known as Main Road; running thence Northerly by the Westerly side of said Main Road, Five Hundred Sixteen and 20/100 (516.20) feet to a stake for a corner; thence turning an interior angle of 100° 16' and running Westerly by land now or formerly of John R. Davis, One Hundred Ninety-Six (196) feet to a drill hole for a corner; thence turning an interior angle of 80° and running in a Southerly direction, One Hundred Eighty-Four and 40/100 (184.40) feet by land of Mabel Cornell, to a stake for a corner; thence turning an interior angle of 192° 20' and running Two Hundred Eighty-Seven (287) feet by land of Porter Kent to an iron bound for a corner, and the Northerly side of said Cornell Road; thence turning an interior angle of 98° 5' and running in a general Easterly direction by the Northerly side of Cornell Road, Two Hundred Seventy-Three (273) feet to an iron bound and the point of beginning, forming with the starting point, an interior angle of 71° 20' and containing Two (2) acres, Seventy-Two and 74/100 (72.74)square rods of land,more or less.

Being the same premises conveyed to this grantor by deed of Carlton C. Wood et ux, which deed is dated January 20, 1954, to be recorded herewith.

Subject to a prior mortgage to the Fall River Trust Company, in the sum $9000.00, which the grantor herein assumes and agrees to pay.

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale

And I, Derwood Roland Tripp, husband of said mortgagor

release to the mortgagee all rights of tenancy by the curtesy and other interests in the mortgaged premises.

Witness our hands and seal S this 20th day of January 1954

Hilda C. Tripp

Hilda C. Tripp

Derwood Roland Tripp

Derwood Roland Tripp

The Commonwealth of Massachusetts

Bristol ss. Fall River, Jan. 20, 1954

Then personally appeared the above named Hilda C. Tripp and Derwood Roland Tripp

and acknowledged the foregoing instrument to be their free act and deed,

before me,

Frederick H. Leacock

Notary Public

My commission expires March 2 1956

Received & recorded Jan. 20 1954, at 3 hrs. & 25 min. P. M.

BRISTOL COUNTY REGISTRY OF DEEDS
BRISTOL COUNTY REGISTRY OF DEEDS
1181-75

KNOW ALL MEN BY THESE PRESENTS that Evangeline Schelter of Westport, Bristol County, Massachusetts,

EXECUTRIX of the WILL of — ~~ADMINISTRATOR of the ESTATE of~~ ~~GUARDIAN~~ ~~ADMINISTRATOR~~ ~~TRUSTEE~~ ~~EXECUTOR~~ ~~ADMINISTRATOR~~ ~~TRUSTEE~~ ~~EXECUTOR~~ ~~ADMINISTRATOR~~ ~~TRUSTEE~~

Gabriel Vieira, late of said Westport, also called Gabriel S.Vieira,also called Gabriel Silveira Vieira,also called Gabriel Veira,

by power conferred by the Probate Court for the County of Bristol on January 13, 1954, under Docket No. 108803,

and every other power,

for Thirteen Thousand Two Hundred Fifty and no/100---------- Dollars paid, grant to Arthur Audet and Gertrude Audet, husband and wife, jointly, to them and the survivor of them, of said Westport,

the land in said Westport, with the buildings thereon, being shown as a parcel containing three (3) acres, one hundred twenty-nine (129) square rods, on plan of land belonging to Gabriel S. Vieira, drawn by A. Sherman, Surveyor, dated June 8, 1940, recorded in records for plans, Bristol County, S. D., Registry of Deeds, bounded and described as follows, according to said plan:

Easterly on the Main Road two hundred thirty-five and 8/10 (235.8) feet, southerly by land now or formerly of Wilbur Tripp eight hundred eighty-four and 5/100 (884.05) feet, westerly by land now or formerly of Wilbur Tripp one hundred forty-six and 15/100 (146.15) feet, more or less; northerly by land now or formerly of Benjamin Tripp heirs eight hundred seventy-two and 2/10 (872.2) feet. Be all said measurements more or less, or however otherwise bounded, measured or described.

For title to the above land, reference is given to second parcel described in deed of Irving L. Wordell to the said Gabriel S. Vieira, dated June 3, 1916 and recorded in said Registry of Deeds.

Witness my hand and seal this 20th day of January 19 54

Evangeline Schelter

The Commonwealth of Massachusetts

Bristol, ss. Fall River, January 20 19 54

Then personally appeared the above named Evangeline Schelter, Executrix

and acknowledged the foregoing instrument to be her free act and deed, before me

Notary Public — ~~Justice of the Peace~~

My commission expires Nov 25, 1960

BRISTOL COUNTY S.D. REGISTRY OF DEEDS PROVIDENCE, R.I.

410

1105 410

COMMONWEALTH OF MASSACHUSETTS

PROBATE COURT.

Bristol, ss.

To Evangeline Schaller, executrix

~~administrat~~

of the ~~estate~~ of Gabriel Vieira otherwise called Gabriel S. Vieira otherwise called Gabriel Silveira Vieira otherwise called Gabriel Vieira

late of Westport in said County, deceased, ~~intestate~~.

YOU are licensed to sell and convey at private sale, for the sum of Thirteen Thousand two hundred fifty dollars, or for a larger sum, at any time within one year from the date hereof, the following described real estate of said deceased, namely:

A certain parcel of land, with the buildings thereon, situated in said Westport, being shown as a parcel containing 3 acres, 129 square rods, on plan of land belonging to Gabriel S. Vieira, drawn by W. A. Sherman, Surveyor, dated June 8, 1940, recorded with records for plans, Bristol Co. S. D. Registry of Deeds, bounded and described as follows, according to said plan:
Easterly on the Main Road 235.8 feet, southerly by land now or formerly of Wilbur Tripp 884.05 feet, westerly by land now or formerly of Wilbur Tripp 146.15 feet, more or less, by land now or formerly of Benjamin Tripp heirs 872.2 feet. Be all said measurements more or less, or however otherwise bounded, measured or described.
For Title to the above land, reference is given to second parcel described in deed of Irving L. Wordell to the said Gabriel S. Vieira, dated June 3, 1916, and recorded in said Registry of Deeds.

And if, notwithstanding, you deem it best to sell said real estate at public auction, you are required to give notice of the time and place of such sale, by publishing a notification thereof once in each week, for three successive weeks, in the Standard-Times a newspaper published in New Bedford in said County, and, within one year after such sale, return your affidavit of having given such notice, with a copy thereof, to the Probate Court.

Witness, WILLIAM E. FULLER, First Judge of said Court, at New Bedford this thirteenth day of January in the year of our Lord one thousand nine hundred and fifty-four.

James P. Keeney Jr. Register.

Received & recorded Jan. 21, 1954, at 8 hrs. 8 54 min. A.M.

BRISTOL COUNTY S.D. REGISTRY OF DEEDS PROVIDENCE, R.I.

1105

444 1105 411

Know all Men by these Presents,

WE, ARTHUR AUDET AND GERTRUDE AUDET, husband and wife,

of Westport,

~~of Fall River~~, Bristol County, Massachusetts, ~~being married~~ 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

------TWELVE THOUSAND TWO HUNDRED FIFTY AND NO/100--------- *Dollars*

in Twenty 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 following~~ a certain parcel of land, with the buildings thereon, situated in said Westport, shown as a parcel containing 3 acres, 129 square rods, on plan of land belonging to Gabriel S. Vieira, drawn by W. A. Sherman, Surveyor, June 8, 1940, recorded in Bristol County South District Registry of Deeds, Plan Book 33, Page 21, bounded and described as follows, according to said plan:

EASTERLY on the Main Road Two Hundred Thirty-five and 8/10 (235.8) feet; SOUTHERLY by land now or formerly of Wilbur Tripp Eight Hundred Eighty-four and 5/100 (884.05) feet; WESTERLY by land now or formerly of Wilbur Tripp One Hundred Forty-six and 15/100 (146.15) feet, more or less; and NORTHERLY by land now or formerly of Benjamin Tripp heirs Eight Hundred Seventy-two and 2/10 (872.2) feet. Be all said measurements more or less, or however otherwise bounded, measured or described.

For title to the above land, reference is made to the second parcel described in deed from Irving L. Wordell to Gabriel S. Vieira, dated June 3, 1916, recorded in said Registry of Deeds, Book 435, Pages 320-1.

Being the same premises conveyed to us by deed of Evangeline Schneider, Executrix of the Will of Gabriel Vieira, dated January 4, 1954, to which reference is hereby made.

Order of notice to foreclose 6/29/61 1342-564

Rec 9/10/65 1496-112

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

Including as a part of the realty all portable or sectional buildings, heating apparatus, plumbing, ranges, mantels, 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 they hereby agree that in case the Grantee's loan on this mortgage is not exempt from a State Tax, said Grantors 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 mortgagors 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 mortgagors, for any breach of which the MORTGAGEE shall have the STATUTORY POWER OF SALE.

And for the said consideration, I, Gertrude Audet, wife of Arthur Audet, and I, Arthur Audet, husband of Gertrude Audet,

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 January

Signed and sealed in the presence of

Arthur Audet
Gertrude Audet

Commonwealth of Massachusetts

BRISTOL ss. Fall River, Jan. 20 19 54.
Then personally appeared the above-named Arthur Audet and Gertrude Audet and acknowledged the above instrument to be their free act and deed.
Before me,
Notary Public
My Commission expires Nov 5 1960.

BRISTOL, ss January 21, 1954
at 1:55 o'clock, P.M.
Received and recorded in Bristol County, ~~Fall River~~ District Registry of Deeds.

Lib. 1105 Fol. 411

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

COMMONWEALTH OF MASSACHUSETTS.

BRISTOL, ss.

At a Probate Court holden at Taunton in and for said County of Bristol, on the fourth day of January in the year of our Lord one thousand nine hundred and ~~xxxxx~~ fifty-four

ON the petition of Ann Openshaw as amended of New Bedford in the County of Bristol, representing that she holds as tenant ~~xxxxxxx~~ joint one undivided half part or share of certain land lying in Dartmouth in said County of Bristol, and described ~~xxxxxxx~~ in said petition

and praying that partition may be made of all the land aforesaid according to law, and that in case of sale distribution of the net proceeds of sale among the tenants in common thereof be made. It appearing that all persons interested therein have been duly notified— ~~except~~ ~~[illegible]~~ ~~[illegible]~~ objection being made, ~~and it further appearing that the following described part thereof is not capable of [illegible] separately divided:~~

~~[illegible]~~

[illegible]

[illegible]	[illegible]	[illegible]

[illegible]

[illegible] to make such partition according to the rights of the parties interested, and that a certificate thereof be made upon or annexed to the commission under which said commissioners have acted, and returned to this court.

Upon agreement of parties,

It is decreed that said petition be dismissed.

[illegible]

[illegible] Judge of the Probate Court.

BRISTOL, SS. PROBATE COURT.

A true copy
Attest:

Register

Rec'd. & recorded Jan. 21, 1904 Ref. 1083-484
[illegible] 9 min. A.M.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

COMMONWEALTH OF MASSACHUSETTS.

BRISTOL, ss.

At a Probate Court holden at Taunton in and for said County of Bristol, on the fourth day of January in the year of our Lord one thousand nine hundred and ~~twenty~~ fifty-four

ON the petition of Harry A. Openshaw of Dartmouth in the County of Bristol, representing that he holds as joint tenant ~~[illegible]~~ one undivided half part or share of certain land lying in Dartmouth in said County of Bristol, and described ~~[illegible]~~ in said petition

[redacted]

and praying that partition may be made of all the land aforesaid according to law, and that in case of sale distribution of the net proceeds of sale among the tenants in common thereof be made. [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

HENDERSON COUNTY REGISTER OF DEEDS PREVIEW ONLY

BRISTOL COUNTY REGISTRY OF DEEDS PREVIEW ONLY

[redacted]

[redacted]

At the request of the petitioner
It is decreed that said petition be dismissed.

[redacted]

Judge of the Probate Court

BRISTOL, SS. PROBATE COURT.

Grand Court Attorney 1687 BRISTOL, S.S. COMMONWEALTH OF MASSACHUSETTS

Rec'd. & recorded June 21, 1954 at 9 hrs. & 40 min. A.M. Register Ref. 1049-335

1105

449

Commonwealth of Massachusetts

Bristol, SS. To the Sheriffs of our several Counties, or either of their Deputies, or any Constable of the City of New Bedford, in Said County. Greeting:

WE COMMAND YOU to attach the Goods or Estate of Walter Sifford of Westport in the County of Bristol

to the value of two hundred ($200.00) Dollars, and summon the said Defendant (if he may be found in your precinct,) to appear before the Third District Court of Bristol, to be holden at New Bedford, within our County of Bristol, on the fifth Saturday of January A.D. 19 54, at nine of the clock in the forenoon; then and there to answer to

James Tolin, d/b/a/ Fall River Supply Company of Fall River, in the County of Bristol.

in an action contract—~~tort~~

To the damage of the said plaintiff, (as he says) the sum of two hundred ($200.00) Dollars as shall then and there appear, with other due damages. And have you there this writ with your doings therein.

Witness, AUGUST C. TAVEIRA, Esquire, *Justice of said Court, at said New Bedford, the* 20th *day of* January *in the year of our Lord one thousand nine hundred and* fifty-four.

A true copy,

Attest: Eugene Jaworsk Deputy Sheriff.

Walter R. Mitchell *Clerk.*

OFFICER'S RETURN New Bedford, January 21, 1954 19

BRISTOL, SS.

By virtue of this Writ, I this day ~~fifteen minutes past nine o'clock in the forenoon~~ attached as the property of the within named Walter Sifford of Westport, Mass., defendant all his right, title and interest in and to any real estate in Bristol County

From the office of Barnet Snola & Morton Black, Attys.

Eugene Jaworsk Deputy Sheriff.

Received & recorded Jan 21, 1954, at 1 hrs. & 15 min. P.M.

420
BRISTOL COUNTY
REGISTRY OF DEEDS
PROVINCETOWN BRANCH

KNOW ALL MEN BY THESE PRESENTS That I, Jeanne Patnaude,

of New Bedford Bristol County, Massachusetts,
being ~~xxxxxxxx~~*married*, for consideration paid, grant to Henry Patnaude and Arzelia Patnaude, husband and wife, as joint tenants and not as tenants by the entirety, one undivided half, and to Herve N. Patnaude and Jeanne Patnaude, husband and wife, as joint tenants and not as tenants ~~xxxxxxxxxxxxxxxxxxxx~~ ~~xx~~ by the entirety, the other undivided half, all of New Bedford, County of Bristol, WITH QUITCLAIM COVENANTS the following described parcels of ~~xx~~ land in New Bedford, bounded and described as follows;

(Description and encumbrances, if any)

FIRST PARCEL:
Beginning at a point on the west side of Ashley Blvd. at the southerly junction of Dewey St. running southerly by Ashley Blvd. 103 ft.; thence turning westerly and running 120.42 ft. to a lane; thence northerly by said lane 100 ft. to the southerly line of Dewey St; thence by said Dewey St. easterly 145.09 ft. to the point of beginning. Said described premises being lots numbered 646, 647, 648, 649, 650, 651, 652 and 653 on Plat 130C Board of Survey Plan, City of New Bedford.
SECOND PARCEL:
Beginning at a point on the southerly line of Dewey St. 165.09 ft. from the junction of the southerly line of Dewey St. and the westerly line of Ashley Blvd. running westerly by said southerly line of Dewey St. 163 ft.; thence southerly 8 ft. by land of persons unknown; thence turning southeasterly 198 ft. more or less by land of the City of New Bedford; thence turning easterly 111ft. by land of the Roman Catholic Bishop of Fall River, to the westerly line of a lane; thence by said lane northerly 196.4 ft. to the southerly line of Dewey St. and the point of beginning. Said described premises being lots #659 through and inclusive of lot 671 on Plat 130C Board of Survey Plan, City of New Bedford.

For my title see Book 1091, Page 476.

NO STAMPS REQUIRED.

Corrections made before signing

I, Herve N. Patnaude, husband ~~xxxxx~~ of said grantor,

release to said grantees all rights of tenancy by the curtesy ~~xxxxxxxxxxxxxxxxxx~~ and other interests therein.

Witness my hand and seal this 20th day of January 1954.

Jeanne Patnaude
Herve N. Patnaude

The Commonwealth of Massachusetts

Bristol, ss. January, 20 1954

Then personally appeared the above named Jeanne Patnaude

and acknowledged the foregoing instrument to be her free act and deed, before me

William H. Coffin Jr.
Notary Public — ~~xxxxxxxx~~

My commission expires 19
(Commission Expires Nov. 15, 1958)

Received & recorded Jan. 21, 1954, at 10 hrs. & 25 min. A. M.

BRISTOL COUNTY REGISTRY OF DEEDS
PROVIDENCE, R.I.

1 1105 451

KNOW ALL MEN BY THESE PRESENTS that I, GEORGE J. MORRIS

of New Bedford, Bristol County, Massachusetts

~~hereinafter called~~, for consideration paid, grant to JOSEPHINE MORRIS

of Fairhaven, Bristol County, Mass.

with ~~mortgage covenants~~, to secure the payment of

Five Hundred Twenty-Five and no/100 ($525.00)----------Dollars

~~in~~ ~~years with~~ ~~per annum~~

as provided in my note of even date, my one half undivided interest in and to

~~all that~~ in Dartmouth, Bristol County, Mass., together with the buildings
[Description and encumbrances, if any]
thereon, bounded and described as follows:

Beginning at the southwesterly corner of land to be conveyed, at a point in the easterly line of Rogers Street, two hundred thirty-eight and 61/100 (238.61) feet distant northerly from its intersection with the northerly line of Russells Mills Road;

thence easterly in line of lot #135 on said plan, one hundred (100) feet to lot #125 on said plan;

thence northerly in line of last named lot and lot #124 on said plan, one hundred (100) feet to lot #138 on said plan;

thence westerly in line of last named lot, one hundred (100) feet to said easterly line of Rogers Street; and

thence southerly in said easterly line of Rogers Street, one hundred (100) feet to the place of beginning.

Containing 36.72 square rods, more or less.

Being lots #136 and 137 on plan of Dartmouth Terrace made by F. M. Metcalf, dated January, 1909 and recorded in Bristol County (S. D.) Registry of Deeds, Planbook 7, Page 44.

Being the same premises conveyed to the within mortgagor and Helen C. Morris by deed of Mary L. Croacher, Irene Orcott and Mayelle Brown dated November 1, 1944 and recorded in Bristol County (S.D.) Registry of Deeds, Book 890, Page 336.

These premises are conveyed subject to a mortgage to the New Bedford Five Cents Savings Bank in the original amount of $3,500.00, recorded in said Registry in Book 1077, Page 385 and to an attachment by Helen C. Morris in the amount of $1,000.00, recorded in said Registry on August 26, 1953.

BRISTOL COUNTY REGISTRY OF DEEDS
PROVIDENCE, R.I.

Rec. 4/27/54
1113-251

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

1105 422

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale.

[illegible] of said mortgage,

release to the mortgagor all rights of [illegible] by the mortgage [illegible]

Witness my hand and seal this 20th day of January, 19 54.

George J. Morris

The Commonwealth of Massachusetts

Bristol, ss. January 20, 19 54.

Then personally appeared the above named GEORGE J. MORRIS

and acknowledged the foregoing instrument to be his free act and deed, before me

SELWYN I. BRADY, Notary Public — JUSTICE OF THE PEACE

My Commission expires 12/3/ 19 60.

Received & recorded Jan. 21, 1954 at 10 hrs. & 56 min. A.M.

424

1105-422 KNOW ALL MEN BY THESE PRESENTS

That I, Frank Fernandes, administrator with will annexed in the estate of Maria R. Senna late of New Bedford, Massachusetts

present holder of a mortgage

from Manuel Faria and Ermelinda Faria

to Maria R. Senna

dated August 17, 1948

recorded with Bristol County, S.D. County Registry of Deeds

Book 949, Page 445, acknowledge satisfaction of the same

Witness his hand and seal this 25th day of September 19 53.

Frank Fernandes

admin. with will annexed

The Commonwealth of Massachusetts

Bristol ss. September 25, 19 53

Then personally appeared the above named Frank Fernandes, administrator with will annexed,

and acknowledged the foregoing instrument to be his free act and deed

before me

Alfred J. Gomes

Alfred J. Gomes Notary Public — JUSTICE OF THE PEACE

My commission expires September 5, 19 58

Received & recorded Jan 28 1954 at 12 hrs. & 47 min. P.M.

1105

452

1105 123

NOW ALL MEN BY THESE PRESENTS that I,

GEORGE J. MORRIS

of New Bedford, Bristol County, Massachusetts

~~being unmarried~~, for consideration paid, grant to SELWYN I. BRAUDY, Trustee,

of New Bedford,

with ~~mortgage covenants~~, to secure the payment of

One Thousand Five Hundred and no/100 ($1500.00)---------- Dollars

~~upon with~~ ~~provisions and agreements~~

~~payment~~

~~provided in my~~ note of even date, my one half undivided interest in and to

~~the land~~ in Dartmouth, Bristol County, Mass., together with the buildings ~~thereon~~, bounded and (Description and encumbrances, if any)
described as follows:

Beginning at the southwesterly corner of land to be conveyed, at a point in the easterly line of Rogers Street, two hundred thirty-eight and 81/100 (238.81) feet distant northerly from its intersection with the northerly line of Russells Mills Road;

thence easterly in line of lot #135 on said plan, one hundred (100) feet to lot #125 on said plan;

thence northerly in line of last named lot and lot #124 on said plan, one hundred (100) feet to lot #138 on said plan;

thence westerly in line of last named lot, one hundred (100) feet to said easterly line of Rogers Street; and

thence southerly in said easterly line of Rogers Street, one hundred (100) feet to the place of beginning.

Containing 36.72 square rods, more or less.

Being lots #136 and 137 on plan of Dartmouth Terrace made by F. W. Metcalf, dated January, 1909 and recorded in Bristol County (S.D.) Registry of Deeds, Flanbook 7, Page 44.

Being the same premises conveyed to the within mortgagor and Helen C. Morris by deed of Mary L. Croacher, Irene Orcott and Mayelle Brown dated November 1, 1944 and recorded in Bristol County (S. D.) Registry of Deeds, Book 890, Page 336.

These premises are conveyed subject to a mortgage to the New Bedford Five Cents Savings Bank in the original amount of $3,500.00, recorded in said Registry in Book 1077, Page 385 and to an attachment by Helen C. Morris in the amount of $1,000.00, recorded in said Registry on August 26, 1953, and also subject to a mortgage of even date to Josephine Morris to be recorded in said Registry.

Rec. 4/27/64
1113-249

1105 424

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 this 20th day of January, 1954.

George J. Morris

The Commonwealth of Massachusetts

Bristol, ss. January 20, 1954

Then personally appeared the above named GEORGE J. MORRIS

and acknowledged the foregoing instrument to be his free act and deed before me

Angeline Rodrigue
ANGELINE RODRIGUE Notary Public

My commission expires 4/2/ 19 60.

Received & recorded Jan. 21, 1954 at 10 hrs. & 54 min. A. M.

426

1105-424

I, Emilia Rodrigues Marmalo

present holder of a mortgage

from Augustine Perry and Mary C. Perry

to me

dated January 16, 1952

recorded with S.D. Bristol County Registry of Deeds

Book 1039, Page 154, acknowledge satisfaction of the same

Witness my hand and seal this 19th day of Jaunary 1954

Emilia Rodrigues Marmalo

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, Mass. January 19, 1954

Then personally appeared the above named Emilia Rodrigues Marmalo

and acknowledged the foregoing instrument to be her free act and deed

before me

Joseph Ferreira, Joseph Ferreira Notary Public

My commission expires January 19, 1956

Received & recorded Jan 20 1954 at 1 hrs. & 45 min. P. M.

We, Raphael Beaulieu and Angelina Beaulieu, husband and wife, as joint tenants but not as tenants by the entirety,

of New Bedford, M. Bristol Mass.,
being unmarried, for consideration paid, grant to Gerard Beaulieu and Maude E. Beaulieu, husband and wife, as joint tenants but not as tenants by the entirety,

of NewBedford with warranty covenants

the land in New Bedford bounded and described as follows:

[Description and encumbrances, if any]

Beginning at a point in the westerly line of South Second Street at the southeasterly corner of said lot or parcel of land and at the northeasterly corner of land now or formerly of Isaac F. Webb; thence northerly in said westerly line of South Second Street fifty-one (51) feet and ten (10) inches to land formerly of Allerton Delano; thence westerly in line of last named land to land formerly of Joseph Russell; thence southerly in line of last named land fifty-one (51) feet ten (10) inches to the northeasterly corner of land formerly of Jiaeoe Russell and the northwesterly corner of land formerly of Isaac F. Webb; thence easterly in line of last named land ninety-five (95) feet to the place of beginning.

Being the same premises conveyed to us by deed of Antonio E. de Medeiros dated September 3, 1948 and recorded in Bristol County S. D. Registry of Deeds, Book 2152, page 155.

We, Raphael Beaulieu and Angelina Beaulieu husband wife of said grantor,

release to said grantee all rights of tenancy by the curtesy dower and homestead and other interests therein.

Witness our hands and seals this sixteenth day of January 1954

Raphael Beaulieu

Angelina Beaulieu

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 16, 1954

Then personally appeared the above named Raphael Beaulieu

and acknowledged the foregoing instrument to be his free act and deed, before me

John J. Sheehan
Notary Public — Justice of the Peace

My Commission expires November 14, 1956

Received & recorded Jan 21 1954, at 11 Hrs. & 42 Min. A. M.

We, Gerard M. Beaulieu and Maude E. Beaulieu

of New Bedford Bristol County, Massachusetts,
living ~~married~~, for consideration paid, grant to

Raphael Beaulieu

of New Bedford

with ~~mortgage covenants~~, to secure the payment of

five thousand (5000) Dollars

~~in~~ ~~years~~ with five per centum interest per annum payable
semi-annually
as provided in note of even date,
the land in New Bedford bounded and described as follows:
(Description and encumbrances, if any)

Beginning at a point in the westerly line of South Second Street at the southeasterly corner of said lot or parcell of land and at the northeasterly corner of land now or formerly of Isaac P. Webb; thence northerly in said westerly line of South Second Street fifty-one (51) feet and ten (10) inches to land formerly of Allston Delano; thence westerly in line of last named land to land formerly of Joseph Russell; thence southerly in line of last named land fifty-one (51) feet ten (10) inches to the northeasterly corner ofland formerly of Gideon Russell and the northwesterly corner of land formerly of Isaac P. Webb; thence easterly in line of last named land ninety-five (95) feet to the place of beginning.

Being the same premises conveyed to me by deed of Raphael Beaulieu and Angelina Beaulieu, of even date, 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

We, Gerard M. Beaulieu and Maude E. Beaulieu husband wife of said mortgagor

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 sixteenth day of January 1954

Gerard M. Beaulieu
Maude E. Beaulieu

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 16, 1954

Then personally appeared the above named Gerard M. Beaulieu

and acknowledged the foregoing instrument to be his free act and deed,
before me,

John D. Sheehan Notary Public — ~~Justice of the Peace~~

My commission expires November 14, 1956

Received & recorded Jan 21 1954, at 11 hrs. & 42 min. A.M.

455

KNOW ALL MEN BY THESE PRESENTS 1105 427

THAT WE, JOHN BONO and JOSEPH BONO, both of Dartmouth, and LOUIS BONO, of New Bedford, all Bristol County, Massachusetts, copartners doing business in said Dartmouth under the firm name and style of STATE ROAD CEMENT BLOCK COMPANY

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 said New Bedford,

WITH MORTGAGE COVENANTS, to secure the payment of FIVE THOUSAND and ----------

----------($5,000.00) ----------no/100 Dollars, on demand, with payments of $84.00 monthly on account of principal 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

evidenced in a note of even date made by the mortgagors ~~and~~ as co-partners as aforesaid and individually and Lillian Bono, Lawrinda Bono and Mary Bono said copartners

~~(also to secure the payment of all liabilities of mortgagor, and of each co-mortgagor, of them to more than one bank, or other corporation, or to mortgagee, direct or indirect, absolute or contingent, joint or several, individually or as members 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~~ any buildings

thereon in said Dartmouth, bounded and described as follows:—

Parcel One:

Beginning at a point in the west line of the first parcel conveyed by Helen L.Baker to Joseph Bono, et all, by deed dated November 15, 1945, recorded in Bristol County (S.D.) Registry of Deeds, Book 896, Page 281, which is distant northerly in said west line 120 feet from the north line of the New Bedford Fall River Highway as it existed on November 15, 1945;

thence easterly by land now or formerly of Joseph Bono, one hundred sixty (160) feet, more or less;

thence southerly in the east line of said land now or formerly of Joseph Bono to a point distant northerly in said east line ninety-one (91) feet from said north line of said Highway and thirty-nine and 64/100 (39.64) feet east from the corner of the house on said premises now or formerly of said Joseph Bono;

thence easterly sixty (60) feet to a corner;

thence northeasterly and in or near the line of the old stone two hundred sixteen (216) feet to an angle at or near the corner of said old fence;

thence northerly three hundred one and 37/100 (301.37) feet to a corner in line of Glendale Villa;

thence westerly one hundred eleven and 92/100 (111.92) feet to a corner;

thence southerly four hundred ninety-three and 40/100 (493.40) feet to the point of beginning.

Together with the right of way described in deed from John Bono, et al, to Helen L.Baker, dated January 9, 1950, recorded in said Registry, Book 976, Page 411.

For title see deed of Leo Enrico, et all, dated December 31, 1950, recorded in said Registry, Book 1039, Page 429.

Excepting from Parcel One the premises described as Parcel Two in this mortgage.

Parcel Two:

Beginning at a point in a line parallel to and one hundred

Discharge 11/14/67 1234-420

fifty (150) feet northerly from the north line of said Bedford and Fall River Highway as it existed on June 20, [illegible] which point is distant easterly in said parallel line fifty [illegible] feet from the east line of Glendale Villa;

thence northerly ten (10) feet;

thence easterly twenty-two and 50/100 (22.50) feet;

thence southerly ten (10) feet to said parallel line;

and thence westerly in said parallel line twenty-two and 50/100 (22.50) feet, more or less, to the point of beginning.

Bounded on all sides by Parcel One described in this mortgage.

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 gross 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,

grantee, 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 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.

~~being husband and wife of said grantor~~

~~release and also mortgage all rights of dower, curtesy, homestead and other interest in the granted premises, and~~ ~~assent to all of the foregoing.~~

WITNESS our hand s and seals this 21st day of January in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered
in presence of

William R. Calderwood
by John and Joseph Bono
John D. Kenney
by Louis Bono

John Bono
Joseph Bono
Louis Bono
Copartners doing business under the firm name and style of State Road Cement Block Company.

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 21 1954. Then personally appeared the above-named Louis Bono and acknowledged the foregoing instrument to be his free act and deed, before me—

John D. Kenney
JOHN D. KENNEY Notary Public.
My commission expires Oct. 29, 1960

January 31 1954, at 12 o'clock and 1 minutes P. M. Received and entered with Orinoco Co. Deeds, libro 1105 folio 429

BRISTOL COUNTY (N.B.D.)
REGISTRY OF DEEDS
PROVIDENCE, R.I.

Attach.#99 of 1926

Commonwealth of Massachusetts

BRISTOL SS.

THIRD DISTRICT COURT OF BRISTOL

I, Mary E. Bannister, Assistant Clerk of the Third District Court of Bristol, in the County of Bristol, having by law the custody of the seal of said Court and of all the records and papers of or pertaining to said Court, do hereby certify ~~the paper annexed hereto to be true copy of~~ that the writ in the action of George Kirby Jr. Paint Company vs. Ida Desrosiers, which said writ was dated March 1, A.D.1926 and returnable before said Court on the fourth Saturday of March A.D.1926 was not entered in said Court.

~~now on file and of record in the office of said Court.~~

Witness my hand and the seal of said Court at New Bedford, in said County, this seventh day of January A. D., 195 4.

THIRD DISTRICT COURT OF BRISTOL 1874

Mary E. Bannister Asst. CLERK

Received & recorded Jan 21 1957, 11/2 hrs & 2 min PM

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDED ONLY

COMMONWEALTH OF MASSACHUSETTS

LAND COURT

TO ALL WHOM IT MAY CONCERN:

We, Mederic J. Vigeant Jr., and Lorraine V. Vigeant

hereby give notice that, on the 20 day of Jan 1984, filed a petition in said Court to have the title to certain land therein described, registered and confirmed pursuant to Chapter 185 of the General Laws. Said land is situated in New Bedford, in the County of Bristol and said Commonwealth, and bounded, and described as follows:

Beginning at the northeast corner thereof at the intersection of the west line of Ashley Boulevard with the south line of Daniel Street; thence southerly by said west line of Ashley Boulevard 102.83 feet; thence westerly 77.42 feet to land now or formerly of John B. Bolton; thence northerly 102.83 feet to the said south line of Daniel Street; and thence easterly therein 77.42 feet to the place of beginning. Containing 29.27 square rods, more or less.

Said land is shown as lot No. 50 on Plat 126 of the Assessors plans of said City of New Bedford.

Mederic J. Vigeant Jr.
Lorraine V. Vigeant

Received & recorded Jan 21 1984, 8 1/2 hrs. & 7 min. P.M.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDED ONLY

BRISTOL COUNTY REGISTRY OF DEEDS

1105 432

458

Form 668
U. S. TREASURY DEPARTMENT
Internal Revenue Service
Revised Nov. 1953

No. 9464

NOTICE OF FEDERAL TAX LIEN(S) UNDER INTERNAL REVENUE LAWS

UNITED STATES INTERNAL REVENUE,

Massachusetts DISTRICT

Pursuant to the provisions of Sections 3670, 3671, and 3672 of the Internal Revenue Code of the United States, notice is hereby given that there have been assessed under the Internal Revenue laws of the United States against the following-named taxpayer, taxes (including interest and penalties) which after demand for payment thereof remain unpaid, and that by virtue of the above-mentioned statutes the amount (or amounts) of said taxes, together with penalties, interest, and costs that may accrue in addition thereto, is (or are) a lien (or liens) in favor of the United States upon all property and rights to property belonging to said taxpayer, to wit:

Name of taxpayer Zigmund Feret, d/b/a Supreme Cleaners

Residence or place of business 392 Main Street, Fairhaven, Mass.

NATURE OF TAX	YEAR OR TAXABLE PERIOD	DATE ASSESSMENT LIST RECEIVED	AMOUNT OF ASSESSMENT
MISC Sep 1953 - 8416	9-30-52	9-25-53	$ 422.94
MISC Sep 1953 - 8415	12-31-52	9-25-53	299.01
MISC Sep 1953 - 8418	3-31-53	9-25-53	173.[illegible]
MISC Sep 1953 - 8417	6-30-53	9-25-53	241.[illegible]
		TOTAL	$ 1132.[illegible]

WITNESS my hand at Boston, on this, the 20th day of January, 1954

Registry of Deeds
Bristol County-Southern Dist.
New Bedford, Mass.

James E. Crowley
District Director of Internal Revenue.

By Martin P. Higgins
Internal Revenue Agent.

Received & recorded Jan 21 1954, at 12 hrs. & 30 min. P.M.

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien(s). G. C. M. 26419, 1950-1 C. B., 128.)

We, Stanley Curylo and Helen Curylo, husband and wife

of New Bedford, Bristol County, Massachusetts,

being married, for consideration paid, grant to C. Wanda Dabrowski

of 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]

FIRST PARCEL: Being Lot 3 on the Plan of Snell Heights filed with Bristol County (S.D.) Registry of Deeds, Plan Book 8, Page 19, and more particularly described as follows:

Beginning at the southwesterly corner thereof and the northwesterly corner of Lot No. 2 on said plan at a point in the east line of Mt. Pleasant Street northerly therein eighty-five and 87/100 (85.87) feet from the northerly line of Adams Street; thence easterly in line of Lot No. 2 on said plan ninety-three and 53/100 (93.53) feet to Lot No. 5 on said plan; thence northerly in line of last named Lot forty (40) feet to Lot 4 on said plan; thence westerly in line of last named Lot one hundred two and 60/100 (102.60) feet to the westerly line of Mt. Pleasant Street; and thence southerly in the westerly line of Mt. Pleasant Street forty-one and 01/100 (41.01) feet to the point of beginning.

Containing fourteen and 41/100 (14.41) rods, more or less.

SECOND PARCEL: Beginning at the southeasterly corner of this lot and the northeasterly corner of land formerly of John E. Sullivan at a point in the west line of Reynolds Street; thence westerly in line of said Sullivan land one hundred twenty-four (124) feet to land formerly of Bathuel Pomeiman, et ali; thence northerly in last named line forty-nine and 94/100 (49.94) feet to land formerly of James Booth; thence easterly in last named line one hundred twenty-four (124) feet to the westerly line of Reynolds Street fifty and 15/100 (50.15) feet to the place of beginning.

Containing twenty-two and 79/100 (22.79) rods, more or less.

For [illegible] Bristol County (S.D.) Registry of Deeds Book 982, [illegible]

[illegible] subject to mortgages and 1954 taxes.

1105 434
(No stamps required)

Stanley and Helen Curylo husband wife of said grantor, o

release to said grantee all rights of tenancy by the curtesy dower and homestead and other interests therein.

Witness our hand& and seal& this 8th day of January 1954.

Francis P. Doyle — Stanley Curylo
F. Lotti — Helen Curylo

The Commonwealth of Massachusetts

Bristol ss. New Bedford, Mass., January 8, 1954.

Then personally appeared the above named Stanley and Helen Curylo

and acknowledged the foregoing instrument to be their free act and deed, before me

Title not examined. Francis A. Doyle Notary Public ~~Justice of the Peace~~

My Commission expires February 6,

Received & recorded June 21 1954, at 1 hrs. & 10 min. P.M.

1105-434

438

KNOW ALL MEN BY THESE PRESENTS, that, I, Peter J. Haste, of New Be dford, County of Bristol, Commonwealth of Massachusetts holder of a mortgage

from Doria Letendre and Exillia Letendre, both of said New Bedford

to Raymond H. Burgess

dated March 5,1952

recorded with Bristol (S.D.) Registry of Deeds

Book 1043 Page 160 assign said mortgage and the note and claim secured thereby to Raymond H. Burgess, of said New Bedford, without recourse.

See assignment of mortgage from Raymond H. Burgess to Peter J.Haste, dated December 17,1952, and recorded in said Registry Book 1071,page132.

Witness my hand and seal this 20th day of January 19 54

Peter J. Haste

1105

The Commonwealth of Massachusetts

Bristol ss. New Bedford, January 20, 1954

Then personally appeared the above named Peter J. Haste

and acknowledged the foregoing instrument to be his free act and deed

before me

Donald J. Manning Jr.
Notary Public

My commission expires December 14, 1956

Received & recorded Jan 20 1954 at 3 hrs & 47 min. P.M.

446

Know All Men by these Presents

1105-435

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*

Henry C. Breault et ux.

to said Corporation, dated October 15, 1953 *A. D.*, *and recorded with Bristol County S. D. Registry of Deeds, book* 1097, *page* 302, *acknowledges satisfaction of the same.*

In witness whereof, *the said* NEW BEDFORD FIVE CENTS SAVINGS BANK, *by* John T. Chambers, *its* Treasurer, *thereto duly authorized, has caused its corporate name to be hereto subscribed and its corporate seal hereto affixed, this* twenty-first *day of* January, 1954, *A. D.*

Signed and sealed in the presence of

NEW BEDFORD FIVE CENTS SAVINGS BANK
By

~~President~~
Treasurer
~~Asst. Treasurer~~

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 21, 1954. *Then personally appeared the above-named* John T. Chambers, Treasurer *and acknowledged the foregoing instrument to be the free act and deed of said Corporation, before me*

Alfred Robert Cave
~~Justice of the Peace~~
Notary Public.

My commission expires 7/18/58

Jan. 21, 1954, at 9 o'clock and 12 minutes A.M.

Received and entered with Bristol County Registry of deeds,

book 1105 *page* 435.

We, Stanley Curylo and Helen Curylo, husband and wife

of New Bedford, Bristol County, Massachusetts,

being married, for consideration paid, grant to Wanda C. Dubrowski

Conveyance is subject to mortgages of New Bedford and 1974 taxes

with quitclaim covenants

the land in said New Bedford with the buildings thereon, bounded and described as follows:

(Description and encumbrances, if any)

FIRST PARCEL:

Beginning at the northwesterly corner of this lot at a point in the south line of Clark Street eighty-six and 50/100 (86.50) feet east from the east line of Myrtle Street, said point being the northeasterly corner of other land formerly of Simon Mechaber; thence easterly in said south line of Clark Street forty-two (42) feet to land now or formerly of Annie D. Genensky; thence southerly by said Genensky land and land now or formerly of Michael Casey one hundred six and 88/100 (106.88) feet to land now or formerly of Jeremiah Marrington; thence westerly by said Marrington land forty-two (42) feet; thence northerly by land formerly of Simon Mechaber one hundred six and 88/100 (106.88) feet to the south line of Clark Street and point of beginning. Containing sixteen and 47/100 (16.47) rods, more or less.

For title see Bristol County (S.D.) Registry of Deeds Book 792, Page 232 and Bristol County Probate Court Docket No. 106365.

SECOND PARCEL:

Land in said New Bedford with the buildings thereon, being Lot No. 4 on Plan of Snell Heights, filed with said Registry of Deeds, Plan Book 8, Page 19, bounded and described as follows:

Beginning at a point in the easterly line of Mt. Pleasant St. one hundred twenty-six and 88/100 (126.88) feet north of the north line of Adams Street; thence easterly in line of Lot 3 on said plan one hundred two and 60/100 (102.60) feet to Lot 9 on said plan; thence northerly in line of last named Lot forty (40) feet to Lot 5 on said plan; thence westerly in line of last named Lot one hundred eleven and 66/100 (111.66) feet to the easterly line of Mt. Pleasant Street; thence southerly in the easterly line of Mt. Pleasant Street forty-one and 01/100 (41.01) feet to the point of beginning.

(over)

Containing fifteen and 74/100 (15.74) rods, more or less.

For title see Bristol County (S.D.) Registry of Deeds Book 956, Page 230, and Bristol County Probate Court Docket No. 106365.

(No stamps required)

Stanley Curylo and Helen Curylo husband wife of said grantor, i

to said grantee all rights of tenancy by the curtesy dower and homestead and other interests therein.

Witness our hand s and seal s this 8th day of January 19 54.

Francis A. Doyle
to both

Stanley Curylo
Helen Curylo

The Commonwealth of Massachusetts

Bristol ss. New Bedford, Mass., January 8, 19 54.

Then personally appeared the above named Stanley and Helen Curylo

and acknowledged the foregoing instrument to be their free act and deed, before me

Title not examined.

Francis A. Doyle
Francis A. Doyle Notary Public

My commission expires February 6, 19 59.

Received & recorded Jan 21 1954, at 1 hrs. & 10 min. P. M.

I, Mary L. Forsythe, life tenant, with full power to mortgage

of Westport Bristol County, Massachusetts

being unmarried, for consideration paid, grant to Lawrence F. Prince

of New Bedford, Bristol County, Massachusetts

with mortgage covenants, to secure the payment of

Seventeen hundred and forty-nine-------($1749.)---------- Dollars

in years with percent interest per annum

payable

as provided in my note of even date,

the land in said Westport, together with the buildings thereon, bounded

(Description and encumbrances, if any)

and described as follows:

Beginning at a stake in the southeast corner of the premises to be mortgage and at its southwest corner of land of G. Emanuel Ekstrom and being in the northerly line of the Russells Mills Road; thence N 29° 49' W by land of said G. Emanuel Ekstrom and partly in line of a fence seventy-one and46/100 (71.46) feet to a copper tack at the corner of a fence; thence due west by last named land fourteen and 59/100 (14.59) feet to a copper tack at the corner of the fence; thence due north by last named land thirteen and 27/100 (13.27) feet to a copper tack at the corner of a fence; thence N 87° 24' 20" W by the fence and by the last named land sixty-seven and 35/100 (67.35) feet to land now or formerly of Ernest H. White; thence S 50° 02'30" E by the last named land fifteen and 80/100 (15.80) feet to a pipe in the [illegible]; thence S 31°05'30" E by last named land forty-four (44) feet to a stake; thence S 34°20'30" E by last named land fifty-nine and 58/100 (59.58) feet to a stake in the north line of Russells Mills Road; thence N 68° [illegible] by the road sixty-three and 70/100 (63.70) feet to the point of beginning.

Containing twenty-four and 80/100 (24.80) square rods, more or less.

Being the same premises conveyed to me by deed of Edith A. Sheehan, March 27,1953 and recorded in Bristol County Registry of Deeds, book 1079, page 106.

The above described premises are shown on a plan of land belonging to Edith A. Sheehan, made by Raymond Viereck, Surveyor, dated Dec. 2, 1952 and filed in said Registry, in Plan Book 44, page 144.

Subject to a right of way as set forth in a deed from Edith A. Sheehan to Thomas Manley dated February 17,1920 and recorded in said Registry in book 494, page 208.

Said premises are conveyed subject to a first mortgage to the Fairhaven Institution for Savings.

BRISTOL COUNTY REGISTRY OF DEEDS
BRISTOL COUNTY REGISTRY OF DEEDS

This mortgage is upon the statutory condition, 1105. 439

for any breach of which the mortgagee shall have the statutory power of sale.

I, Harry A. Forsythe husband of the mortgagor,

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 21st day of January 19 54

B. Hodgsdon — Mary L. Forsythe
to HH — Harry A. Forsythe

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, Jan. 21, 1954

Then personally appeared the above named

Mary L. Forsythe

and acknowledged the foregoing instrument to be her free act and deed, before me

Notary Public — Justice of the Peace.

My Commission expires Sept. 19, 1958

Received & recorded Jan. 21, 1954, at 2 Hrs. & 51 min. P.M.

429

Known all Men by these Presents 1105-439

The New Bedford Institution for Savings, holder of a mortgage from Samuel M. Bornfeld et ux to said Institution dated October 10 1949 recorded with Bristol County (S.D.) Registry of Deeds, Book 964, Page 412, 413, 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 20th day of January 1954

New Bedford Institution for Savings,
By Adoniram J. Drummond
Assistant Treasurer.

Commonwealth of Massachusetts

Bristol, ss. January 20 1954. 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,

Notary Public.

My commission expires 7-11-1958

Received & recorded Jan. 30 1954, at 2 Hrs. & 57 min. P.M.

WE, J. PAUL C. HUDON AND DORIS M. HUDON, husband and wife, as joint tenants and not as tenants by the entirety

of New Bedford, Bristol County, Massachusetts,
~~XXXXX~~ married, for consideration paid, grant to SCARFITTI INVESTMENT CORPORATION

of said New Bedford, Mass.

with mortgage covenants, to secure the payment of
THREE HUNDRED FIFTY AND 00/100 ($350.00) Dollars
And to secure any future indebtedness which may hereafter arise, as shall be evidenved by promissory note or notes, whether secured or ~~X~~ unsecured ~~XXXXXX~~ on demand with ~~XXXXXX~~ interest ~~XXXXXX~~ payable ~~XXXXXXXXXX~~
as provided in our note of even date,
the land in Fairhaven, in said county, being lot #356 on Plan of Pope
(Description and encumbrances, if any)
Beach Annex #2 revised April 1910 by Frank M. Metcalf C.E. and recorded in Bristol County Registry of Deeds, Plan Book 7, page 64, with buildings thereon, bounded and described as follows:

Beginning at a point in the northerly line of Orchard Street ninety (90) feet east from its intersection with the easterly line of Point Street; thence northerly by lots #358, #357 and part of lot #342 on said plan one hundred (100) feet to lot #339; thence easterly by last named lot forty (40) feet to lot #355 on said plan; thence southerly by last named lot one hundred (100) feet to said northerly line of Orchard Street; thence westerly in said northerlt line of Orchard Street forty (40) feet to the point of beginning.

Containing fourteen and 51/100 (14.51) square rods more or less.

Being the same premises conveyed to us by deed of Salvina A. Kane dated July 2, 1951 and recorded in Bristol County Registry of deeds book 1021, page 496.

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale

We, the above mentioned grantors being husband and wife ~~XXXXXXXXXX~~

release to the mortgagee all rights of tenancy by the curtesy dower and homestead and other interests in the mortgaged premises.

Witness our hand s and seal s this 20th day of January 19 54

Jesse C. Galligo Jr.

J. Paul C. Hudon
Doris M. Hudon

The Commonwealth of Massachusetts

Bristol ss. January 20, 19 54

Then personally appeared the above named J. Paul C. Hudon and Doris M. Hudon

~~and acknowledged~~ the foregoing instrument to be their free act and deed,

Jesse C. Galligo
Notary Public — ~~XXXXXXXXXX~~
Jesse C. Galligo Jr.
My commission expires February 28, 19 56

Received & recorded Jan 21, 1954, at 3 hrs & 5 min. P. M.

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS by Agreement dated October 8, 1953, as amended on November 2, 1953, Wamsutta Mills, a Massachusetts corporation organized and existing under the laws of the Commonwealth of Massachusetts, and having a principal place of business in New Bedford, Bristol County, Massachusetts, agreed to convey, and Israel Wiegenfeld of Dartmouth and Harold Schneider of New Bedford, in said County, agreed to purchase from said Wamsutta Mills certain premises in said New Bedford; and

WHEREAS by the terms of said Agreement as amended, the conveyance was to be by quitclaim deed, free and clear of all incumbrances except easements of record (and excepting certain other specified rights and easements); and

WHEREAS the said Wamsutta Mills conveyed the said premises to said Israel Wiegenfeld and Harold Schneider by quitclaim deed dated December 1, 1953, and recorded in Bristol County (S.D.) Registry of Deeds in Book 1101, Page 352, but through oversight the said deed did not contain words expressly making it subject to "easements of record" as aforesaid; and

WHEREAS the said Israel Wiegenfeld and Harold Schneider have mortgaged the said premises with mortgage covenants to The Merchants National Bank of New Bedford by instrument dated December 1, 1953, and recorded in said Registry in Book 1101, Page 355, and then conveyed the property to Winfield Mfg. Co., a partnership composed of said Israel Wiegenfeld and Harold Schneider, by deed dated December 22, 1953, and recorded in said Registry in Book 1103, Page 334.

NOW THEREFORE, in order to effectuate the intent of the parties and to clarify the record, it is herewith agreed that:

1. The said Winfield Mfg. Co., a partnership as aforesaid, and The Merchants National Bank of New Bedford, do hold the premises as described in their respective deed and mortgage subject to all easements of record existing on the date of said quitclaim deed of Wamsutta Mills to Israel Wiegenfeld and Harold Schneider.

2. The said Israel Wiegenfeld and Harold Schneider, individually and as co-partners doing business as Winfield Mfg. Co., and The Merchants National Bank of New Bedford do release Wamsutta Mills from any covenants and warranties contained and incorporated in the said deed of Wamsutta Mills to Israel Wiegenfeld and Harold Schneider insofar as they in any way apply or can be construed as applying to the aforesaid easements of record.

3. The Merchants National Bank of New Bedford, as mortgagee aforesaid, further releases said Israel Wiegenfeld and Harold Schneider from any covenants and warranties contained or incorporated in the mortgage above referred to, insofar as they apply or may be construed as applying to the aforesaid easements of record.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I. ONLY

4. The Release and Agreements herein contained shall further apply and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF Israel Wiegenfeld and Harold Schneider, individually and as co-partners doing business as Winfield Mfg. Co. hereunto set their hands and seals and The Merchants National Bank of New Bedford hereunto sets its hand and corporate seal by William R. Balderson its Vice-President hereunto duly authorized this 21st day of January 1954.

Israel Wiegenfeld
Israel Wiegenfeld

Harold Schneider
Harold Schneider

Winfield Mfg. Co.
By Harold Schneider

Israel Wiegenfeld

The Merchants National Bank of New Bedford
By William R. Balderson
Vice-President

Commonwealth of Massachusetts
Bristol, ss. January 21, 1954

Then personally appeared the above named Israel Wiegenfeld and Harold Schneider and each severally acknowledged the foregoing instrument to be their free act and deed and the free act and deed of Winfield Mfg. Co., before me

Robert L. Kennedy
Notary Public
My Com Expires March 16, 1956
My commission expires

Commonwealth of Massachusetts
Bristol, ss. January 21, 1954

Then personally appeared the above named William R. Balderson, Vice-President of The Merchants National Bank of New Bedford and acknowledged the foregoing instrument to be the free act and deed of The Merchants National Bank of New Bedford, before me

H. Vernon Francis
Notary Public

My commission expires
H. VERNON FRANCIS
NOTARY PUBLIC
My Commission Expires Sept. 11, 1958

Received & recorded Jan. 21, 1954, at 3 hrs. & 5 min. P.M.

EASTERN BRISTOL COUNTY REGISTRY OF DEEDS
PROVIDENCE, R.I.

I, Adele Smedstad, single, sometimes called Adele Smedstead,
of New Bedford, Bristol County, Massachusetts
~~XXXXXXXXXX~~, for consideration paid, grant to Fred J. Sagar, Jr. and Carole Sagar
husband and wife, as tenants by the entirety, of said New Bedford,

~~XX~~ with warranty covenants

the land in said New Bedford, with the buildings thereon, being lot No. 7
on plan of Juluis Berkowitz, which plan is filed in Bristol County S.
(Description and encumbrances, if any)
D. Registry of Deeds, plan book 11 page 53, bounded and described as
follows:

Beginning at the southeast corner of this lot at a point in the north line of Hudson St. 206.74 feet west of Brock Avenue;
thence running northerly 80 feet;
thence running westerly 40 feet;
thence running southerly 80 feet to the said north line of Hudson St.;
thence running easterly in said north line of Hudson St. 40 feet the point of beginning.

Containing 12.12 square rods more or less.

Being the same premises conveyed to me by deed of Mary J. Hurst dated October 27, 1933 and recorded in said Registry book 738 page 218.

Said premises are conveyed subject to the taxes for 1954 which the grantees assume and agree to pay.

Witness my hand and seal this 21 day of January 1954

Adele Smedstad

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 21, 1954

Then personally appeared the above named Adele Smedstad

and acknowledged the foregoing instrument to be her free act and deed, before me

Ulysse Auger
Ulysse Auger Notary Public

My Commission expires August 5, 1965.

Received and recorded Jan. 21, 1954, at 3 hrs & 23 min. P.M.

BRISTOL COUNTY S.D. REGISTRY OF DEEDS
FRED H. SEARS
COPY ONLY

1105 444 470

We, Fred J. Sagar, Jr., and Carole A Sagar, husband and wife,

of New Bedford, Bristol County, Massachusetts,
~~being unmarried~~, for consideration paid, grant to St. Anne Credit Union, a corporation duly established by law and having its usual place of business in said New Bedford,

($6500.00)
with mortgage covenants, to secure the payment of SIX THOUSAND FIVE HUNDRED and 00/100 DOLLARS in or within 20 years from this date, with interest thereon at the rate of 5 per cent per annum, payable in monthly installments of $ 43.00 on the 1st 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 our note of even date,

the land with the buildings thereon, situated in said New Bedford, being lot No. 7 on plan of Julius Berkowitz, which plan is filed in Bristol County S. D. Registry of Deeds, plan book 11 page 53, bounded and described as follows:

Beginning at the southeast corner of this lot at a point in the north line of Hudson St. 208.74 feet west of Brock Avenue;
thence running northerly 80 feet;
thence running westerly 40 feet;
thence running southerly 80 feet to the said north line of Hudson St.;
thence running easterly in said north line of Hudson St. 40 feet to the point of beginning.

Containing 12.12 square rods more or less.

Being the same premises conveyed to us by deed dated this day and to be recorded herewith.

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 mortgagee to apply to current taxes from year to year, for any breach of which the mortgagee shall have the statutory power of sale.

We, said mortgagor s, release to the mortgagee all rights of tenancy by the curtesy dower and homestead and other interests in the mortgaged premises.

Witness our hand s and seal s this 21st day of January 1954

Fred J. Sagar Jr.
Carole A. Sagar

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 21, 1954

Then personally appeared the above named Fred J. Sagar, Jr. and Carole A. Sagar and acknowledged the foregoing instrument to be their free act and deed, before me,

Joseph F. de Freitas
Notary Public
My commission expires February 12 1960

Received & recorded Jan. 21 1954, at 3 hrs. & 23 min. P. M.

1105

1105 445
DISCLAIMER
INVALID TAX TITLE
HELD BY CITY OF NEW BEDFORD

471

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF NEW BEDFORD

OFFICE OF THE COLLECTOR OF TAXES

That whereas ~~xx~~ William R. Freitas, COLLECTOR OF TAXES for the CITY OF NEW BEDFORD, in the County of Bristol, and The Commonwealth of Massachusetts for the year 1950 did on the 20th day of April, 1951, take ~~xxxxxxxx~~ certain real estate for the CITY OF NEW BEDFORD by a deed dated Apr. 24, 1951 and recorded in the Bristol County Registry of Deeds, Book 1017, page 370, for the non-payment of tax assessed thereon to ERNEST V. ALLEY, MYRA ALLEY, F. C. TRIPP & A.F. WAITE in the year 19 50, in the city aforesaid: and whereas, I, Leonard Pacheco, Collector of Taxes for the CITY OF NEW BEDFORD for the year 19 54, pursuant to the provisions of General Laws (Ter. Ed.), Chapter 60, Section 84, do hereby declare that I have reasonable cause to believe that the title held by the said city under said taking or purchase is INVALID,

THEREFORE, I, Leonard Pacheco, Collector of Taxes, as aforesaid do hereby DISCLAIM, release and quitclaim unto the present owner of the premises all the right, title, and interest which the said CITY OF NEW BEDFORD acquired under said deed.

IN WITNESS WHEREOF, I, the said Leonard Pacheco, Collector of Taxes as aforesaid, have hereunto set my hand and seal, this 20th day of January in the year one thousand nine hundred and fifty four.

Leonard Pacheco
Collector of Taxes.

For the CITY OF NEW BEDFORD

Signed, sealed, and delivered in the presence of

Rosie C. Schofield

THE COMMONWEALTH OF MASSACHUSETTS

BRISTOL, SS. NEW BEDFORD, Jan. 20, 1954

Then personally appeared the above named Leonard Pacheco, Collector of Taxes for the CITY OF NEW BEDFORD, and acknowledged the foregoing instrument to be his free act and deed, before me,

Leslie A. Walsh
Notary Public ~~Assistant~~

My Commission expires March 13, 1959

June 21, 1954, at 4 o'clock, and 12 minutes, P. M.

Received and entered with Bristol County Registry of Deeds, Book 1105, page 445.

BRISTOL COUNTY SS. REGISTRY OF DEEDS
Certified Copy
Pat Sullivan
10-2-90
3551-34

Know all men by these presents that I, Helen L. Simmons, widow,

of Westport in the County

of Bristol and Commonwealth , County, Massachusetts,

being unmarried, for consideration paid, grant to Evelyn V.Rounds and Wendell F. Rounds,

wife and husband, both

of said Westport

with warranty covenants

the land in said Westport which is bounded and described as follows, viz:-

[Description and encumbrances, if any]

Beginning at the northeasterly corner thereof and at the northwesterly corner of land of the grantees, thence running westerly in the southerly line of land of the grantor and in the same course extended westerly as the northerly line of said land of the grantees to a wall; thence running southerly in line of the wall 100 feet to land formerly of Eldredge Wood; thence running easterly in line of last named land to the southwesterly corner of land of the grantees and thence running northerly in line of last named land 100 feet more or less to the place of beginning.

Being part of the same premises conveyed by Malcolm W. Simmons and myself as joint tenants Malcolm W. Simmons by deed dated August 9, 1946 and recorded in the Land Records of said County Southern District, in book 919 page 288 and the said Malcolm W. Simmons having died in said Westport on December 13, 1953.

To have and to hold as joint tenants.

REGISTRY OF DEEDS
SOUTH DISTRICT
BRISTOL COUNTY

Internal Revenue Stamps

1105 - 437

~~release to said grantor all rights of dower by the grantor and other interests therein, dower and homestead~~

Witness my hand and seal this 21st day of January 19 54.

Helen L. Simmons

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 21, 1954.

Then personally appeared the above named Helen L. Simmons

and acknowledged the foregoing instrument to be her free act and deed, before me

Geo. H. Potter

George H. Potter

My commission expires May 25, 56.

Received & recorded Jan 21 19 54 at 4 hrs. 26 min. P.M.

440

We, Herminia L. Oliver and Mary C. Lewis

1105 - 447

present holder of a mortgage

from Joseph Lafleur and Margaret LaFleur

to us

dated May 19, 1953

recorded with Bristol S.D.

County Registry of Deeds

Book 1085, Page 479, acknowledge payment and satisfaction of the same

Witness our hand and seal this 15th day of January 19 54.

Herminia L. Oliver

Mary C. Lewis

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 15 19 54

Then personally appeared the above named Herminia L. Oliver and Mary C. Lewis

and acknowledged the foregoing instrument to be their free act and deed

before me

Notary Public

My commission expires April 12 19 57

Received & recorded Jan 20 19 54 at 4 hrs. & 20 min. P.M.

BRISTOL COUNTY SS. REGISTRY OF DEEDS PROVIDENCE COUNTY

We, Ulric J. Plante and Bernadette [illegible] Plante, husband and wife, both

of Dartmouth, Bristol County, Massachusetts,

~~xxxxxxxxxxxx~~ for consideration paid, grant to Milton J. Owen and Theodora Owen, husband and wife, as joint tenants but not as tenants by the entirety, both

of said Dartmouth

with ~~warranty covenants~~

the land in said Dartmouth, bounded and described as follows:
(Description and encumbrances, if any)

Beginning at the northwesterly corner of the land hereby conveyed at a stake at the northeast corner of land conveyed to said grantees by deed dated August 2, 1951 and recorded with Bristol County S. D. Registry of Deeds, Book 1024, Page 234;

thence easterly 19.88 feet to a stake;

thence easterly again 100 feet to a stake;

thence southerly 85.0 feet to a stake;

thence westerly 82.0 feet to a stake; and

thence westerly again 8.0 feet to the southeast corner of land conveyed to said grantees by deed first above referred to;

and thence northerly 86.66 feet in the east line of said grantees' land to the point of beginning.

Being part of the premises conveyed to us by deed of Joseph T. Mosher et al, dated June 10, 1939 and recorded with said Registry of Deeds, Book 619, Pages 38-39.

For a plan of the land hereby conveyed, see plan entitled "Plan of Part of Land in Dartmouth belonging to Ulric J. Plante", dated October 21, 1953 and made by Jack Turner, Surveyor, to be filed herewith in Bristol County S. D. Registry of Deeds.

The above described premises are conveyed subject to the following restrictions which shall terminate in twenty-five (25) years from this date:

1. No billboards, signboards, shacks, commercial structures or commercial buildings shall be erected, constructed or placed thereon.

2. No dwelling house costing less than Five Thousand ($5,000.00) Dollars shall be erected, constructed or placed thereon.

REGISTRY OF DEEDS
BERKSHIRE COUNTY

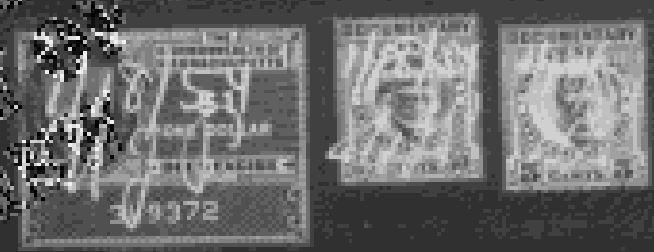
We, the said grantors, Unobstd wife stockbrokers

release to said grantee all rights of tenancy by the curtesy dower and homestead and other interests therein.

Witness our hand s and seal s this 18th day of January 1954

Ernest Dionne
Witness

Ulric J. Plante
Bernadette G. Plante



The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 18, 1954

Then personally appeared the above named Ulric J. Plante and Bernadette C. Plante

and acknowledged the foregoing instrument to be their free act and deed, before me

(T.N.B.)

Ernest Dionne
H. Ernest Dionne Notary Public

My commission expires December 8, 1955

Received & recorded Jan 21 1954 at 9 hrs. & 13 min. P.M.

450

1185 (2-5-450)

474

Commonwealth of Massachusetts

BRISTOL, ss.

To the Sheriffs of our several Counties or their Deputies,

GREETING:

WE command you to attach the goods or estate of

Albert Nunes of New Bedford

in said County and Commonwealth

to the value of Ten Thousand (10,000) Dollars and to summon the said

Albert Nunes

[if he may be found in your precinct]

to appear before our Justices of our SUPERIOR COURT, to be holden at Taunton within and for our said County of Bristol, on the first Monday of March next: then and there in our said Court to answer unto

John Estrella of said New Bedford who is a minor and brings this action through is father and next friend, Joseph Estrella of said New Bedford.

PLAINTIFF

In an action of tort

To the damage of the said John Estrella [as he says] the sum of Ten Thousand (10,000) Dollars which shall then and there be made to appear, with other due damages. And have you there this writ with your doings therein.

Witness, JOHN P. HIGGINS, Esquire, at Taunton, the twenty-first day of January, in the year of our Lord one thousand nine hundred and fifty-four

DOUGLAS LAW

Asst. Clerk.

True Copy attest John P. Higgins

Officer's Return.

New Bedford, Mass. January 21, 1954

By virtue of this writ I this day at 3:30 o'clock in the afternoon attached as the property of the within-named Albert Nunes, Defendant all his right, title and interest that he now has in and to any real estate situated in New Bedford or elsewhere in the County of Bristol.

From the office of
Samuel L. Lipman

John P. Higgins
Deputy Sheriff

Received & recorded Jan 21 1954 at 4 hrs. & 25 min. P.M.

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 JOSEPH V. SYLVIA et ux

to it

dated December 11, 1951

recorded with Bristol County (S.D.) Registry of Deeds

Book 1036, Page 222, acknowledge satisfaction of the same

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. Balderson, its Vice President thereunto duly authorized,

~~Witness hand and seal~~ this 21st day of January 1954

THE MERCHANTS NATIONAL BANK OF NEW BEDFORD

By William R. Balderson
Vice President

The Commonwealth of Massachusetts

Bristol, ss. January 21 19 54.

Then personally appeared the above named William R. Balderson Vice President as aforesaid and acknowledged the foregoing instrument to be the free act and deed of The Merchants National Bank above named,

before me

John D. Kenney
Notary Public — ~~Justice of the Peace~~
JOHN D. KENNEY
My commission expires Oct. 29, 1960

Received & recorded Jan. 21 1954, at 4 hrs & 37 min. P.M.

BRISTOL COUNTY S.D. REGISTRY OF DEEDS PROVIDENCE, R.I.

KNOW ALL MEN BY THESE PRESENTS

That we, JOSEPH V. SYLVIA and DOROTHY R. SYLVIA, husband and wife, both of New Bedford, Bristol County, Massachusetts,

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 principal place of business in said New Bedford

WITH MORTGAGE COVENANTS, to secure the payment of ONE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN and 50/100 ($1,777.50) ---------- Dollars,

on demand with payments of $30.00 monthly on account of principal until demand and with

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 mortgagors and

also to secure the payment of all liabilities of mortgagor (and of each mortgagor, if there be more than one mortgagor) 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 New Bedford, bounded and described as follows:—

Beginning at the southeast corner of said lot at a point in the west line of Rounds Street distant northerly therein two hundred and 80/100 (200.80) feet from the north line of Arnold Street;

thence running westerly by lot No. 26 on a plan hereinafter referred to sixty-four and 70/100 (64.70) feet;

thence northerly forty (40) feet;

thence easterly by lot No. 38 on said plan sixty-four and 67/100 (64.67) feet to said west line of Rounds Street;

and thence southerly in said west line of Rounds Street forty (40) feet to the place of beginning.

Said lot contains nine and 50/100 (9.50) square rods, more or less.

Being lot No. 27 on plan of land recorded with Bristol County (S.D.) Registry of Deeds in plan book 1 at page 43.

Being the same premises conveyed to mortgagors by Natalie N. Bissell by Deed dated September 20, 1941, recordedin said Registry of Deeds, Book 845, Page 487.

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 that 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 or 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,

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

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 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.

And we do both, 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 S and seaS this 21st day of January in the year one thousand nine hundred and fifty-four.

Signed, sealed and delivered in presence of

John D. Kenney by letter

Joseph V. Sylvia
Dorothy R. Sylvia

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January, 1954. Then personally appeared the above-named Joseph V. Sylvia and Dorothy R. Sylvia and acknowledged the foregoing instrument to be their free act and deed, before me—

John D. Kenney
JOHN D. KENNEY Notary Public
My commission expires Oct. 29, 1960

January 21 1954, at 4 o'clock and 37 minutes P.M. Received and Entered with Bristol County Deeds, libro 1105 folio 452

478

1105 PAGE 255

I, Armand Muir,

of New Bedford Bristol County, Massachusetts,
being unmarried, for consideration paid, grant to Armand Muir, Henry Muir, Rene Muir, Albert Muir and the survivor of them, all

of said New Bedford with ~~quitclaim covenants~~

the land in said New Bedford, bounded and described as follows:

(Description and encumbrances, if any)

Beginning at the intersection of the west line of Acushnet Avenue with the north line of Logan Street; thence northerly thirty-four and 5/10 (34.5) feet to lot #2 on plan hereinafter described; thence westerly sixty-six and 2/100 (66.02) feet in line of last named land to a stake; thence southerly in line of lot #19 on said plan thirty-four and 5/10 (34.5) feet to a stake at the north line of Logan Street; and thence easterly in said north line of Logan Street sixty-six (66) feet to the point of beginning.

Containing eight and 36/100 (8.36) square rods.

Being the same premises conveyed to this grantor by deed of John Kareludis, dated August 25, 1949, and recorded in Bristol County (S. D.) Registry of Deeds, Book 967, Page 99.

~~and wife of said grantor~~

~~release to said grantee all rights of~~ ~~dower and homestead~~ ~~and other interests therein~~

Witness my hand and seal this 21st day of January 1964

Armand Muir

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 21, 19 64

Then personally appeared the above named Armand Muir

and acknowledged the foregoing instrument to be his free act and deed, before me

NO REVENUE STAMPS REQUIRED

Felix P. Perrone Notary Public ~~Justice of the Peace~~

My commission expires September 17, 1980

Received & recorded Jan 21 1964, at 4 hrs. & 39 min. P. M.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

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*

James H. Tripp et ux.

to said Corporation, dated October 3, 1947 *A. D.* , *and recorded with Bristol County S. D. Registry of Deeds, book* 932, *page* 378, *acknowledges satisfaction of the same.*

In witness whereof, *the said* **NEW BEDFORD FIVE CENTS SAVINGS BANK,**

by Edward F. Dalzell, *its* 1st. Asst. Treas., *thereto duly authorized, has caused its corporate name to be hereto subscribed and its corporate seal hereto affixed, this* twentieth *day of* January, 1953, *A. D.*

Signed and sealed in the presence of

NEW BEDFORD FIVE CENTS SAVINGS BANK
By Edward F. Dalzell
~~President~~
~~Treasurer~~
1st. *Asst. Treasurer*

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 20, 1954, *Then personally appeared the above-named* Edward F. Dalzell, 1st. Asst. Treasurer, *and acknowledged the foregoing instrument to be the free act and deed of said Corporation, before me*

Alfred Potter Olney
~~Justice of the Peace.~~
Notary Public.
My commission expires 7/15/58

Jan. 20 1954, *at* 3 *o'clock and* 46 *minutes* P. *M.*
Received and entered with Bristol Co. R.D. Reg. of deeds,
book 1105, *page* 456.

BRISTOL COUNTY REGISTRY OF DEEDS
REGISTRY OF DEEDS

468

1105 (57

I, John M. Hathaway, one of the mortgagees named in and one of the present

holders of a mortgage

from Adele Smedstead

to John M. Hathaway and Mary Sears Hough

dated May 29, 1946

recorded with Bristol County (S.D.) Registry of Deeds

Book 915, Page 125, acknowledge satisfaction of the same

Witness my hand and seal this 20th day of January 1954

John M. Hathaway

The Commonwealth of Massachusetts

Bristol, ss. January 20 19 54

Then personally appeared the above-named John M. Hathaway

and acknowledged the foregoing instrument to be his free act and deed

before me

Fisher Abramson

Notary Public—

Fisher Abramson

My commission expires Oct. 6 1955

Received & recorded Jan 21, 1954, at 3 hrs 22 min P. M.

Attachment #36, 1953

475

Commonwealth of Massachusetts. 1105 - 459

SUPERIOR COURT.

January 14 19 54

Stone and Forsyth Company

vs.

Joseph V. Sylvia and The
Merchants National Bank of New Bedford, Trustee

I have examined the dockets of said Court and do not find that this action, brought by writ dated Feb. 24, 1953 and returnable 1st Monday of April, 1953 has been entered.

Marcelle R. Lemieux

Asst. Clerk.

Received & recorded Jan. 21 1954 at 3 hrs 36 min P. M.

458
BRISTOL COUNTY REGISTRY OF DEEDS
PROVIDENCE ONLY

1105 458 442

The Fairhaven Institution for Savings, a corporation under the laws of Massachusetts, located at Fairhaven, Massachusetts, holder of a mortgage from Henry J. Saucier et ux

to The Fairhaven Institution for Savings, dated September 20, 1951

recorded with Bristol County S.D. Registry of Deeds Book 1031 Page 439 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 January 19 54

FAIRHAVEN INSTITUTION FOR SAVINGS.

by Orrin B. Carpenter Treasurer

Commonwealth of Massachusetts

Bristol, ss. Fairhaven, Mass., January 20 19 54

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 Alfred Robert Cline Notary Public

My commission expires 7/18 19 58

4-15-52-500-V

Received & recorded Jan. 21 1954, at 4 hrs. & 47 min. P.M.

BRISTOL COUNTY REGISTRY OF DEEDS
CERTIFIED COPY

BRISTOL COUNTY REGISTRY OF DEEDS
1105 459

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*

John P. Smith et ux.

to said Corporation, dated August 17, 1948 *A. D.* , *and recorded with Bristol County S. D. Registry of Deeds, book* 943 , *page s* 484-5 , *acknowledges satisfaction of the same.*

In witness whereof, *the said* **NEW BEDFORD FIVE CENTS SAVINGS BANK,**

by John T. Chambers , *its* Treasurer , *thereto duly authorized, has caused its corporate name to be hereto subscribed and its corporate seal hereto affixed, this* twenty-first *day of* January, 1954 , *A. D.*

Signed and sealed in the presence of

NEW BEDFORD FIVE CENTS SAVINGS BANK
By John T. Chambers
President
Treasurer
~~Asst. Treasurer~~

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 21, 1954 . *Then personally appeared the above-named* John T. Chambers, Treasurer , *and acknowledged the foregoing instrument to be the free act and deed of said Corporation, before me*

Alfred Peter Crane
~~Justice of the Peace~~
Notary Public.
My commission expires 7/18/58

Jan. 21, 1954 , at 2 *o'clock and* 20 *minutes P.M.*

Received and entered with Bristol Co. Reg. of Deeds

book 1105 , *page* 459.

BRISTOL COUNTY REGISTRY OF DEEDS
CERTIFIED COPY

BRISTOL COUNTY (N.D.)
REGISTRY OF DEEDS
PROVIDENCE, R.I.

1105 460 463

Know all men by these presents

that SCARPITTI INVESTMENT CORPORATION

the mortgagee named in a certain mortgage given by Mary L. Forsythe

dated November 9, *A. D. 19* 53 *and recorded with the*

Bristol County *Registry of Deeds Book* 1100 *Page* 15

hereby acknowledges that it has received from Mary L. Forsythe

the mortgagor

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* Mary L. Forsythe *and* her *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 21st *day of* January *A. D. 19* 54

Signed and sealed in the presence of

SCARPITTI INVESTMENT CORPORATION

by Nicholas L. Scarpitti

Treasurer

The Commonwealth of Massachusetts

Bristol *ss* January 21, *19* 54 *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—*

Jesse C. Galligo Jr.

Notary Public

My commission expires February 28, 1956

Jesse C. Galligo Jr.

Jan. 21, 1954 at 2 o'clock and 30 minutes P. M.

Received and entered with the Bristol Co. Registry of Deeds, *book* 1115 *page* 462

467

The Fairhaven Institution for Savings, a corporation under the laws of Massachusetts, located at Fairhaven, Massachusetts, holder of a mortgage from Adele Smedstad

to The Fairhaven Institution for Savings, dated May 29, 1946

recorded with Bristol County S.D. Registry of Deeds Book 910 Page 578-1 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 21st. day of January 1954

FAIRHAVEN INSTITUTION FOR SAVINGS.

by Orrin B. Carpenter Treasurer

Commonwealth of Massachusetts

Bristol, ss. Fairhaven, Mass., January 21 1954

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 Charles Radcliff Notary Public

My commission expires Oct. 22 1960

received & recorded Jan. 21, 1954, at 3 hrs. & 32 min. P.M.

BRISTOL COUNTY S.D. REGISTRY OF DEEDS PROVIDENCE COUNTY

1105 462

479

I, Manuel G. Perry,

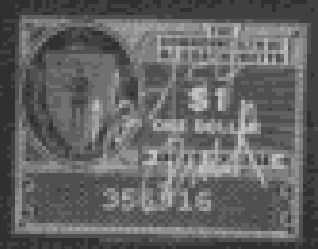
of Acushnet, Bristol County, Massachusetts,
being ~~xxxxxxxx~~ married, for consideration paid, grant to Mary Perry,

of said Acushnet, with quitclaim covenants,
all my right, title and interest in and to
the land in said Acushnet, bounded and described as follows:

(Description and encumbrances, if any)

Lot numbered 134 on plan of Glenwood Terrace North on file in Bristol County S. D. Registry of Deeds in plan book 8, page 38.

Being the same premises conveyed to Manuel G. Perry and Mary Perry by deed of the Town of Acushnet, dated July 12, 1943, and recorded in Bristol County, S. D., Registry of Deeds, Book 871, page 181.



~~xxxxxxxx~~ xxxxxxxx xxxxxxxxxxxx,

~~xxxxxxxxxxx

I, Manuel G. Perry,

of Acushnet, Bristol County, Massachusetts,
being ~~xx~~married, for consideration paid, grant to Mary Perry,

of said Acushnet, with quitclaim covenants,
all my right, title and interest in and to
the land in said Acushnet, together with the buildings thereon, bounded
and described as follows:
(Description and encumbrances, if any)

Being Lots No. 135 and 136 on plan of Glenwood Terrace North dated May, 1910, made by Frank M. Metcalf, C. E. filed in Bristol County (S. D.) Registry of Deeds in plan book 8 on page 34, and more particularly bounded and described as follows:

Northerly by Lots No. 127 and 128 on said plan;

Easterly by Lot No. 137 on said plan;

Southerly by Dayton Street; and

Westerly by Lot No. 134 on said plan.

Containing 23.50 square rods, more or less.

Being the same premises conveyed to Manuel G. Perry and Mary Perry by deed of Joaquim Pragana, dated April 24, 1943 and recorded in Bristol County, S. D., Registry of Deeds, Book 866, page 464.

husband ~~xxxxx~~ ~~xxxxxxxxxxxx~~.

~~xxxxxxxxxxxxxxxxxxxxxxxx~~ not by his ~~xxxxxxxxxxxxxxxxxxxxxxxx~~ ~~xxxxxxxxxxxxxxxxxxxxxxxx~~

Witness ~~my~~ hand and seal this 21st day of January 1954.

Jack Landau
(Witness to Manuel G. Perry)

Manuel G. Perry

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 21, 1954

Then personally appeared the above named Manuel G. Perry

and acknowledged the foregoing instrument to be his free act and deed, before me

Jack Landau
Notary Public — ~~Justice of the Peace~~

My commission expires mar. 19, 1960

Received and recorded Jan 22 1954 at 9 hrs. & 22 min. O. M.

BRISTOL COUNTY SOUTH DISTRICT REGISTRY OF DEEDS
CERTIFIED COPY

464

Release
Inf Cf
5/2/79
178-42

Cf. Rel.
Maso.
Estate
Tax Lien
Cert. 80

BRISTOL COUNTY SOUTH DISTRICT REGISTRY OF DEEDS
CERTIFIED COPY

1105 464 461

I, Joseph Perry, Trustee for Geraldine Ann Perry, under a declaration of trust dated January 16,1953 and recorded with Bristol County S.D. Registry of Deeds,book 1074, page 214

of New Bedford , Bristol County, Massachusetts,

~~being unmarried~~, for consideration paid, grant to Angelo LaFauci and Josephine LaFauci, husband and wife, as joint tenants and not as tenants by the entirety,

of said New Bedford

with ~~warranty covenants~~

the land in Dartmouth, Massachusetts, together with the buildings thereon,
[Description and encumbrances, if any]
bounded and described as follows:

Beginning at the northwest corner thereof, at a point in the east line of Clarence Street distant southerly therein, one hundred ninety and 78/100 (190.78) feet south of Howland Avenue; thence easterly one hundred forty-five and 96/100 (145.96) feet to other line of this grantor; thence southerly ninety-eight and 67/100 (98.67) feet to the northeast corner of land now or formerly of one Mattson; thence westerly along before mentioned Mattson land one hundred thirty-one and 24/100 (131.24) feet to Clarence Street; thence northerly along Clarence Street ninety-four and 76/100 (94.76) feet to the point of beginning.

Being lot #35 on plan of land of Charles M. Howland made by Frank M. Metcalf, C.E. dated September 12, 1912 and recorded in the Bristol County South District Registry of Deeds in Plan Book 8, page 11.

Being the same premises conveyed to me by deed of Joseph Perry dated January 16, 1953 and recorded with said Registry of Deeds, book 1074, page 214.

BRISTOL COUNTY SOUTH DISTRICT REGISTRY OF DEEDS
CERTIFIED COPY

BRISTOL COUNTY REGISTRY OF DEEDS
SOUTHERN DISTRICT

husband
wife of said grantor,

release to said grantee all rights of tenancy by the curtesy
dower and homestead and other interests therein.

Witness my hand and seal this 22nd day of January 19 54

Joseph Perry
Trustee for Geraldine Ann Perry

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 22 19 54

Then personally appeared the above named

Joseph Perry, Trustee

and acknowledged the foregoing instrument to be his free act and deed, before me

Alfred Robert Cove
Notary Public—Justice of the Peace

My commission expires ~~September 10, 1958~~ 7/18/58

Received & recorded Jan. 22, 1954, at 9 hrs. & 53 min. A.M.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

KNOW ALL MEN BY THESE PRESENTS that I, Thornton L. Hynes,

Trustee,

of Dartmouth, Bristol County, Massachusetts,

~~being unmarried~~, for consideration paid, grant to Samuel B. Finger and Sylvia Finger, husband and wife, of New Bedford in said County, as joint tenants and not as tenants by the entirety, or as tenants in common

with ~~quitclaim covenants~~

the land in said New Bedford bounded and described as follows:-

PARCEL I: Beginning at the southwesterly corner of the intersection of Kempton Street and Brownell Avenue, New Bedford, Mass.; thence southerly in the westerly line of Brownell Avenue fifty-nine and 87/100 (59.87) feet, more or less, to the northerly line of Metropolitan Avenue, all as laid out on Buttonwood Heights Revised Plan, property of the Buttonwood Heights Realty Co., dated June 1921, drawn by Edward F. Kulally, Surveyor, recorded in Bristol County, S. D., Registry of Deeds Plan Book 20, Page 79; thence westerly in the northerly line of said Metropolitan Avenue one hundred sixteen and 62/100 (116.62) feet, more or less, to the southeast corner of Lot 622, as laid out on said plan; thence northerly in the easterly line of said Lot 622, thirty-three and 49/100 (33.49) feet, more or less, to the southeasterly corner of Lot 620, as laid out on said plan; thence northerly in the easterly line of said Lot 620 eighty (80) feet, more or less, to the south line of Kempton Street, as laid out on said plan; thence easterly in the said south line of Kempton Street eighty-nine and 43/100 (89.43) feet, more or less, to the point of beginning.

Containing thirty-two and 73/100 (32.73) square rods, more or less, and being Lot 623 as laid out on said plan.

PARCEL II: Beginning at a point in the southerly line of Huntington Avenue one hundred four and 75/100 (104.75) feet westerly therein from its intersection with the westerly line of Brownell Avenue, in New Bedford, Mass.; thence westerly in the said south line of the said Huntington Avenue one hundred (100) feet to a point for a corner; thence southerly one hundred twenty-eight and 38/100 (128.38) feet to the northerly line of Longwood Avenue, all as laid out on the revised plan referred to in the above described parcel; thence easterly in the said north line of Longwood Avenue one hundred (100) feet to a point for a corner; thence northerly one hundred twenty-six and 84/100 (126.84) feet to the said south line of the said Huntington Avenue and the point of beginning.

Containing forty-six and 84/100 (46.84) square rods, more or less, and being Lots 646, 647, 651 and 652, all as laid out on said plan.

The above described premises are conveyed subject to taxes for the year 1954, which the grantee hereby assumes and agrees to pay.

Being a part of the same premises conveyed to the within grantor by deed recorded in said Registry of Deeds, Book 624, Pages 262, 263 and 264.

The above described premises are conveyed subject to applicable restrictions as recited.

Samuel B. Finger, beneficiary of said trust, consent hereto.

Witness our hands and seals this 4th day of January, 19 54

Thornton L. Lynan Trustee

Samuel B. Finger

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 4, 19 54

Then personally appeared the above named

Thornton L. Lynan, Trustee

and acknowledged the foregoing instrument to be his free act and deed, before me

George H. Young Notary Public — Justice of the Peace

My Commission expires February 25, 19 60

Received & recorded January 22, 1954, at 10 hrs. & 11 min. A. M.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

Inventoried
Tax Ctf.
8/22/65
1570-537

We, Luther R. Edwards and Lauretta B. Edwards, husband and wife,

of New Bedford, Bristol County, Massachusetts,

~~XXXXXXXXXXX~~ for consideration paid, grant to Americo C. Crespin and Mary V. Crespin, husband and wife, of said New Bedford, as joint tenants and not as tenants by the entirety,

with warranty covenants,

the land, with any buildings thereon, in said New Bedford, bounded and described as follows:

BEGINNING at a point in the south line of Nelson Street distant easterly therein three hundred thirty-eight and 46/100 (338.46) feet from a drill hole at the intersection of said south line of Nelson Street with the east line of Grape Street;

thence SOUTHERLY in line of Lot 9 on plan of land hereinafter mentioned eighty (80) feet;

thence EASTERLY forty (40) feet;

thence NORTHERLY eighty (80) feet to a stake in the south line of Nelson Street;

thence WESTERLY in said south line of Nelson Street forty (40) feet to the point of beginning.

Containing eleven and 79/100 (11.79) square rods, more or less.

Being Lot no. 10 on a "Plan of Land Conveyed to William C. Parker in the Partition of the Andrew Bullock Estate," which plan is on file in Plan Book 2, Page 4.

Being the same premises conveyed to us by deed of Agnes Roderick, dated November 16, 1950, recorded in Bristol County S.D. Registry of Deeds, Book 1008, Page 116.

Subject to the 1954 real estate taxes which the grantees assume and agree to pay.

We, the said grantors, being husband and wife, 1105 469

release to said grantee S all rights of curtesy, dower, homestead, statutory, and other interests therein.

Witness our hand S and seal this 22nd day of January 1954.

Executed in the presence of

Luther R. Edwards

Lauretta B. Edwards

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 22 1954.

Then personally appeared the above named Americo G. Crespin

and acknowledged the foregoing instrument to be his free act and deed,

before me Alfred Robert Cline Notary Public

My commission expires 7/18 1958

Received & recorded Jan. 28, 1954, at 10 hrs. & 30 min. A. M.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

We, Charles A. Paradis and Eva L. Paradis, husband and wife,

of New Bedford, Bristol County, Massachusetts,

being ~~unmarried~~, for consideration paid, grant to Edward H. Silva and Aurora Silva,

husband and wife, as joint tenants and not as tenants by the entirety,

both of Fairhaven, said county and Commonwealth,

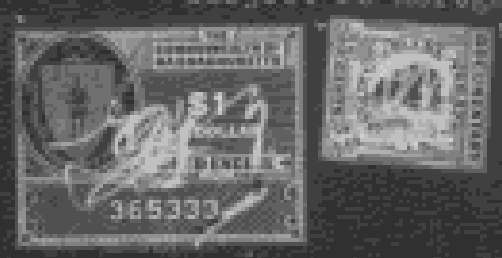
with ~~warranty covenants~~

the land in said New Bedford, with the buildings thereon, bounded and described as follows: (Description and encumbrances, if any)

Being Lots 461, 462, 463, 464 and 465 as shown on Plan of Nash Villa, Sec. I, drawn by F. T. Westcott, Engineer, of Providence, Rhode Island, for the Citizens Ice Co., dated April 1913, recorded in Bristol County (S.D.) Registry of Deeds, Plan Book 11, Page 42.

Being the same premises conveyed to us by deed of the grantees herein mentioned by deed dated May 28, 1953, and recorded with Bristol County (S.D.) Registry of Deeds, Book 1085, Page 210.

Subject to mortgage given by us to the said grantees,



_____ husband / wife of said grantor,

release to said grantee all rights of tenancy by the curtesy / dower and homestead and other interests therein.

Witness our hands and seals this 7th day of January 1954

Eva L. Paradis

Charles A. Paradis

The Commonwealth of Massachusetts

Bristol ss. New Bedford, January 7 1954

Then personally appeared the above-named Charles A. Paradis and Eva L. Paradis

and acknowledged the foregoing instrument to be their free act and deed, before me

E. Manuel Kanter
Notary Public

My commission expires March 3 1965

Received & recorded Jan 12 1954, at 10 Hrs. & 50 Min. A.M.

Know all men by these presentst that we, Doris L. Brownell and Alice M. Brownell both of Dartmouth in the County of Bristol and Commonwealth of Massachusetts and George M. Brownell of Johnston in the County of Providence and State of Rhode Island and all being

~~of~~ unmarried ~~County, Massachusetts,~~

~~being unmarried~~ for consideration paid, grant to Mabel E. Brownell

of said Dartmouth with quitclaim covenants

the land in two lots of land situated in said Dartmouth and bounded and described as follows, viz:- First Lot:-

Beginning at the northwest corner of said lot at the intersection of the east line of the Slocum Road so called, with the south line of Lexington Ave.; thence easterly in said south line of Lexington Ave.; 104.04 feet to a point in the south line of said Lexington Ave.; which is the northwest corner of lot 265 on plan hereinafter described; thence southerly by said lot 265 and by lot 269 on said plan 114.92 feet to the northeast corner of lot 268 on said plan; thence westerly by said lot 268, 108.28 feet to the east line of said Slocum Road;thence northerly in said east line of the Slocum Road 116.21 feet to the place of beginning. Said lot contains 44.72 square rods, more or less, and comprises lots 266 and 267 on plan of Buttonwood Heights. Second Lot:-

Beginning at a point in the north line of Huntington Avenue and distant therein 50.00 feet from the intersection of the west line of Buttonwood Avenue with the said north line of Huntington Avenue; thence westerly 110.40 feet in the said north line of Huntington Avenue to a point which is the intersection of the said north line of Huntington Avenue with the east line of Slocum Road; thence turning and running northerly 58.11 feet in the said east line of Slocum Road to a stake for corner; thence turning and running easterly 108.28 feet in the south line of land now or formerly of George L. Brownell to a stake for a corner; thence turning and running southerly 57.46 feet in the west line of lot numbered 62 to the place of beginning containing 23.19 square rods more or less.

The first lot being the same premises conveyed to George L. Brownell by Edward C. Mosher and the second lot being the same conveyed to him by Buttonwood Heights Realty Company by deeds dated October 16, 1900, and July 18, 1921 respectively and recorded in the Land Records of said County, Southern District, in book 215 page 252 and book 521 page 215 respectively.

Our title being as the three childredn of said George L. Brownell and the grantee being his widow.

To have and to hold for the term of the life of the grantee.

~~husband~~ ~~wife~~ ~~of said grantor,~~

~~Waive to said grantee all rights of tenancy by the curtesy, dower and homestead and other interests therein.~~

Witness our hand s and seal s this twenty-second day of January 19 54.

Doris L. Brownell

George M. Brownell

Alice M. Brownell

No Revenue Stamps required.

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 22, 19 54.

Then personally appeared the above named Doris L. Brownell

and acknowledged the foregoing instrument to be her free act and deed, before me

George H. Potter
Notary Public — ~~Justice of the Peace~~

My commission expires May 25, 19 56.

Received and recorded Jan 22, 1954 at 10 hrs. 50 min. A.M.

BRISTOL COUNTY REGISTRY OF DEEDS
472
827

I, Ernest Deschaine, married,
of New Bedford, Bristol County, Massachusetts

XXXXXXXXXX, for consideration paid, grant to St. Anne Credit Union, a corporation duly established by law and having its usual place of business in said New Bedford,

XX

with mortgage covenants, to secure the payment of ONE THOUSAND EIGHT HUNDRED SEVENTY-FIVE and 00/100 ($1875.00) DOLLARS in or within 20 years from this date, with interest thereon at XXXX the rate of 5 per cent per annum, payable in monthly installments of $13.00 on the 22nd 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 on the unpaid balance; with the right to make additional payments on account XX XXXXXXX XXXXXXXXXXXXXXXX of said principal sum on any payment date, XXXXXX

as provided in my note of even date,

the land in said New Bedford, with all the buildings thereon, bounded and described as follows: (Describe and encumbrances, if any)

Beginning at the northeasterly corner of this lot, at a point in the westerly line of Viall Street, which point is southerly from the point of intersection of the southerly line of Cove Street with the west line of Viall Street one hundred twenty (120) feet;

thence westerly at right angle with the westerly line of Viall Street one hundred six and 74/100 (106.74) feet;

thence southerly forty-one and 40/100 (41.40) feet to the northwesterly corner of lot #6 on plan hereinafter referred to;

thence easterly ninety-six and 06/100 (96.06) feet to a point in the westerly line of Viall Street; and

thence northerly in said westerly line forty (40) feet to the place of beginning.

Containing fourteen and 89/100 (14.89) square rods, more or less, and being lot #5 on plan of land of S. T. Viall dated April 1892 and recorded in the Bristol County S. D. Registry of Deeds, plan book 1, page 78.

For references to title see deed from Joseph Sliva et ux to Onesime Deschaine and Alma Deschaine dated May 9, 1923 and recorded in said Registry book 580 page 286, deed from said Alma Deschaine to me dated August 29, 1925 and recorded in said Registry book 620, page 239 and probate of the estate of said Alma Deschaine in 1937, Probate Docket #79566, deed from Telesphore Deschaine et ali to me dated March 16, 1940 and recorded in said Registry book 827 page 239, Guardians deed from Arthur E. Hendricks, Guardian, (Bristol County Probate Docket #79561) dated April 23, 1940 and

recorded in said Registry book 827 page 238 ; also will of said Onesime Deschaine, probated under #79560 in 1940.

This mortgage is upon the statutory condition, and further condition that one-twelfth of annual taxes on said real estate according to latest bill-be deposited monthly with mortgagee to apply to current taxes from year to year.

for any breach of which the mortgagee shall have the statutory power of sale.

I, Aurore Deschaine XXXXX wife of said mortgagor,

release to the mortgagee all rights of XXXXXXXXXXXX dower and homestead and other interests in the mortgaged premises.

Witness OUR hands and seals this 22nd day of January 19 54

Ernest Deschaine
Aurore Deschaine

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 22, 19 54

Then personally appeared the above named Ernest Deschaine

and acknowledged the foregoing instrument to be his free act and deed, before me

Viola M. Cormier
Notary Public — XXXXXXXXXXX

My Commission expires May 14 1959

Received & recorded Jan 22 1954, at 11 Hrs. & 14 Min. A. M.

474

1105 474

493

KNOW ALL MEN BY THESE PRESENTS, that I, Charles Pittle,

of New Bedford Bristol County, Massachusetts,

being ~~married~~, for consideration paid, grant to James G. Gulecas

of said New Bedford

with ~~warranty covenants~~

the land in said New Bedford, more particularly bounded and described as follows:

[Description and encumbrances, if any]

Beginning at the southwest corner thereof at a point in the northerly line of Elm Street, distant easterly therein Seventy-five (75) feet from the easterly line of North Second Street at the southeast corner of land now or formerly of Alfred E. Corp; thence northerly by land now or formerly of said Alfred E. Corp and land now or formerly of Samuel Lasson, Ninety-nine (99) feet to land now or formerly of Elfrieda M. Kruger; thence easterly by land now or formerly of said Elfrieda M. Kruger and land now or formerly of Lillian M. B. Tyrrell, Trustee, One Hundred five (105) feet to other land now or formerly of the Reconstruction Finance Corporation; thence southerly by other land now or formerly of the Reconstruction Finance Corporation Ninety-nine (99) feet to the northerly line of Elm Street; thence westerly in the said northerly line of Elm Street, One Hundred five (105) feet to the point of beginning.

Subject to the real estate taxes for the year 1954 which the grantee hereby assumes and agrees to pay. Subject also to those restrictions of record and more particularly set forth in deed of the Reconstruction Finance Corporation to this grantor

For my title see deed of the Reconstruction Finance Corporation, dated December 18, 1953 and recorded in the Bristol County S. D. Registry of Deeds, Book 1103, Pages 156 & 157. See also foreclosure deeds to Reconstruction Finance Corporation, dated August 31, 1953 and recorded in said Registry, Book 1094, Pages 82 and 87.

I, Anne L. Pittle, ~~husband~~ wife of said grantor,

release to said grantee all rights of ~~homestead in the premises~~ dower and homestead and other interests therein.

Witness our hands and seals this 22nd day of January 1954.

Charles Pittle

Anne L. Pittle

The Commonwealth of Massachusetts

Bristol ss. New Bedford, January 22, 19 54

Then personally appeared the above named Charles Pittle

and acknowledged the foregoing instrument to be his free act and deed, before me

Joseph F. Francis, Notary Public ~~Justice of the Peace~~

My commission expires June 29, 1958

Received & recorded June 22 1954, at 11 hr. & 59 min. A.M.

BRISTOL COUNTY REGISTRY OF DEEDS

Tax Certificate 9/24/55

1153-341

1105 476 494

KNOW ALL MEN BY THESE PRESENTS:

That I, John W. Bryant, a widower

of New Bedford, Bristol County, Massachusetts,

~~xxxxxxxxxxxx~~, for consideration paid, grant to Mildred M. Walsh and John P. Walsh,

husband and wife as joint tenants and not as tenants by the entirety

of said New Bedford with warranty covenants

the land in said New Bedford with any buildings thereon bounded and described as follows:

(Description and encumbrances, if any)

Beginning at a point in the south line of Hillman Street three hundred twenty-one and 41/100 (321.41) feet easterly therein from its intersection with the easterly line of Jenny Lind Street at the northeast corner of land of Virgil J. Svendsen and Margaret E. Svendsen;

thence easterly in said south line of Hillman Street forty-five (45) feet to land now or formerly of Adele Rotheamp and Josephine Michalski;

thence southerly by last named land one hundred eighteen and 39/100 (118.39) feet to land now or formerly of Wareta Realty Corporation;

thence westerly by last named land forty-five (45) feet to land of said Virgil J. Svendsen and Margaret E. Svendsen;

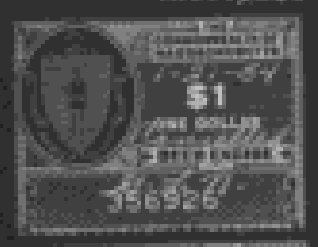
thence northerly by last named land one hundred nineteen and 18/100 (119.18) feet to the point of beginning.

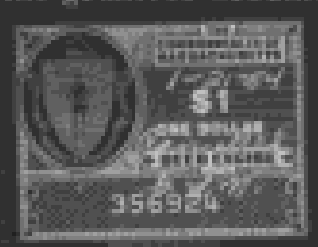
Containing nineteen and 63/100 (19.63) square rods, more or less.

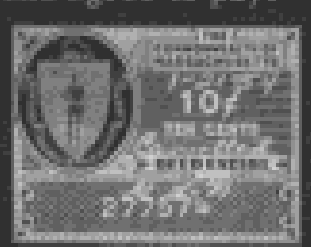
Being the same premises conveyed to John W. Bryant, et ux by Edward F. Whitehead by deed dated September 8, 1948 and recorded in the Bristol County Registry of Deeds S. D. Book 951, Page 187 and 188.

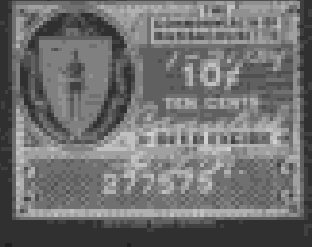
The grantees by accepting this deed assume and agree to pay the taxes for 1954.

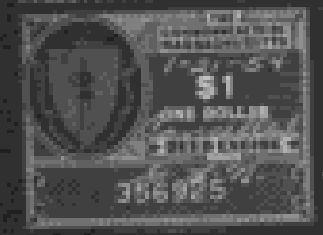
The above described premises are conveyed subject to a first mortgage to the New Bedford Five Cents Savings Bank in the amount of $3000 which mortgage the grantees assume and agree to pay.







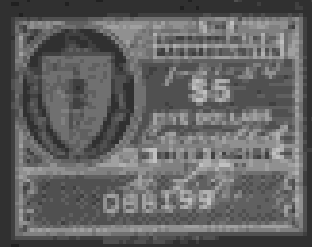


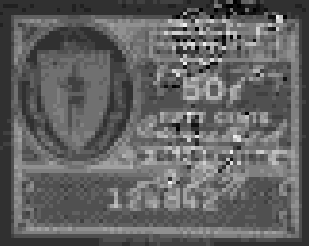


Witness my hand and seal this 21st day of January 1954

George L. Howell

John W Bryant





The Commonwealth of Massachusetts

Bristol ss. New Bedford Mass. January 21, 1954

Then personally appeared the above named John W. Bryant

and acknowledged the foregoing instrument to be his free act and deed, before me

George L. Howell
Notary Public

My Commission expires November 26, 1956

Received & recorded Jan 22 1954 at 12 m 15 min P.M.

BRISTOL COUNTY S.D. REGISTRY OF DEEDS BRISTOL COUNTY

495

MORTGAGE DEED

1105 477

KNOW ALL MEN BY THESE PRESENTS, That whereas DONALD H. REX AND ALICE B.REX,husband and wife of Dartmouth, Massachusetts (hereinafter called the mortgagors, whether one or more which expression and any pronoun referring thereto shall include, wherever the context permits, their heirs, successors, executors and administrators) is justly indebted to THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation, organized and existing under the laws of the State of New York, having its principal office in the Borough of Manhattan, of the City of New York (hereinafter known and designated as the mortgagee, which expression shall include, wherever the context permits, its successors and assigns, the holder for the time being of this mortgage), in the sum of Eight Thousand &no/100 Dollars ($8,000.) and have agreed to pay the same with interest thereon according to the terms of a certain note or obligation bearing even date herewith, providing for the payment thereof in instalments, the last of which is due and payable on the first day of February, 19 74.

NOW, THEREFORE, in consideration of, and for the purpose of securing the payment to the mortgagee of the indebtedness aforesaid, and to secure the performance of the covenants and agreements hereinafter expressed, the said mortgagors do hereby give, grant, bargain, sell and convey unto the said THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES all that certain piece, parcel or tract of land, situated, lying and being in the Town of Dartmouth County of Bristol, and State of Massachusetts, described as follows:

on the southerly side of Day Street, bounded and described as follows:

Beginning at a drill hole in the southerly line of said Day Street at the northeasterly corner of the land to be described at a point in said southerly line of said Day Street One Hundred Eighty-eight and 50/100 (188.50) feet westerly from the southwesterly corner of said Day Street and Wilson Street; thence running southerly by Lot #10 on Plan hereinafter referred to One Hundred Ten (110) feet to land of owners unknown; thence running westerly by said last named land in a line parallel with the southerly line of said Day Street Two Hundred (200) feet to Lot #7 on said Plan; thence running northerly by said last named land in a line parallel with the line first above described One Hundred Ten (110) feet to said Day Street; thence running easterly by said Day Street Two Hundred (200) feet to the point of beginning, containing Eighty and 8/10 (80.8) square rods of land more or less.

Being Lots #8 and #9 on Plan of land in South Dartmouth, surveyed for Lucy W.Howland January 13, 1941 by Hayward and Hayward, Surveyors. Revised copy May 9, 1949, Raymond Vierweck, Surveyor, recorded in Bristol County South District Registry of Deeds, Plan Book 40, Page 38.

Being the same premises conveyed to us by deed of Lucy W. Howland dated November 1, 1946, recorded in said Registry of Deeds, Book 922, Pages 187-188, to which deed and plan reference is hereby made.

Rec. 7/19/74
1687-996

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE COUNTY

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereof, including all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property including, but without being limited to, all screens, awnings, storm windows and doors, window shades, inlaid floor coverings, shrubbery, plants, stoves, ranges, refrigerators, boilers, tanks, furnaces, radiators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air-conditioning and incinerating equipment of whatsoever kind and nature, except household furniture not specifically enumerated herein, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage.

TO HAVE AND TO HOLD, the above granted premises, with the rights, easements and appurtenances thereto belonging, to the said THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES and its successors and assigns to their own use and behoof forever.

The said mortgagors do hereby for themselves and their heirs, executors and administrators, covenant, promise and agree to and with the said mortgagee, its successors and assigns as follows:

FIRST: That they are lawfully seized in fee simple of the granted premises, that they are free from all encumbrances, that the mortgagors have good right to sell and convey the same as aforesaid, that the mortgagors will, and their heirs, executors and administrators shall, warrant and defend the same to the mortgagee, its successors and assigns forever against the lawful claims and demands of all persons.

SECOND: That the said mortgagors will pay to said mortgagee the note or obligation hereinbefore set forth and the indebtedness and interest evidenced thereby, according to its terms and will also pay all other sums secured hereby; and so long as the said indebtedness or any part thereof shall remain outstanding and unpaid the mortgagors agree to keep in full force and effect that certain policy or policies of life insurance issued by the mortgagee and more particularly described in said note and assigned to said mortgagee as collateral security for the payment of the indebtedness secured hereby; and will keep and perform all the covenants and agreements in said note or obligation and in this mortgage, in manner and form as therein and herein set out.

(Mass.—A.H.O.)
Mortgage
51.1

THIRD: So long as any of the indebtedness hereby secured shall remain outstanding and unpaid, the mortgagors agree to pay all taxes, assessments and other charges that may now or hereafter be levied or assessed upon or against the property hereby mortgaged, or which may be imposed upon the mortgagee in the state in which said real estate lies by reason of this mortgage investment, or upon this mortgage or the obligation accompanying the same, or the debt hereby secured, as well as any specific mortgage tax now or hereafter imposed by law in said state upon said obligation and this mortgage, as they become due and payable; provided that should the amount of such taxes, assessments and other charges paid for the mortgagee under this paragraph together with the interest on the indebtedness exceed the highest interest rate permitted by law on the indebtedness mortgagor shall not be liable to pay any of such excess over the highest legal rate; and to deposit with said party of the second part, all receipts for taxes, assessments or other charges, or other evidence of the payment of the same satisfactory to said party of the second part.

FOURTH: The mortgagors further agree to pay all other debts that may become liens upon or charges against said property for repairs or improvements that are now or may hereafter be made thereon, and not to permit any lien of any kind to accrue and remain on said premises or any part thereof, or the improvements thereon, which might take precedence over the lien of this mortgage.

FIFTH: The mortgagors herein further agree to keep said premises and the improvements thereon in good condition and repair, and not commit or suffer waste thereof, and to keep said improvements continuously insured against loss by fire with extended coverage, and if required, war damage to the extent available in some reliable insurance company or companies satisfactory to the mortgagee to their full insurable value, until the indebtedness hereby secured is fully paid; all policies to be written, if requested by the mortgagee, with a demolition but without any co-insurance clause, to be deposited with the mortgagee, premiums paid, and the loss (if any) to be payable to the mortgagee as its interest may appear. The mortgagors also agree to deliver all renewal policies, premiums paid, to the mortgagee at its office in the City of New York or such other place as the mortgagee may designate, at least three days before the expiration of the old policies. In case of loss and payment by any insurance company, the amount of the insurance money paid shall be applied either on the indebtedness secured hereby or in rebuilding or restoring the damaged building as the mortgagee may elect.

SIXTH: And in the event the mortgagors shall fail to insure said property or to deliver the policies, premiums paid, as herein agreed, or to pay the taxes or assessments which may be assessed against the same, as they become due and payable, or the liens or claims which may accrue thereon, the mortgagee is hereby authorized at its election to insure the same and to pay the cost of such insurance, and also to pay said taxes, liens and claims, or any part thereof, without said mortgagee waiving its right of foreclosure or any other right hereunder, and the mortgagors hereby agree to refund on demand the sum or sums so paid, with interest thereon at the rate of seven per centum per annum, and this mortgage shall stand as security therefor; and any such sum or sums so paid shall become a part of the indebtedness hereby secured.

SEVENTH: IT IS EXPRESSLY UNDERSTOOD AND AGREED, That this mortgage shall become due and payable forthwith at the option of the mortgagee if the mortgagors shall convey away said mortgaged premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever.

EIGHTH: IT IS FURTHERMORE AGREED, That the mortgagee may resort for the payment of the indebtedness secured hereby to its several securities therefor in such order and manner as it may think fit, and may at any time release any policy or policies of life insurance as collateral security for the payment of the indebtedness secured hereby without regard to the consideration for such release and/or they accept a new policy or policies of life insurance in place thereof for such amount or amounts and in such form as it may require without being accountable for so doing to any other lienor, and it is expressly understood and agreed that if any of the said policies of life insurance shall be cancelled or released and a new policy or policies of life insurance shall be substituted in place thereof, the mortgagor shall keep such new policy or policies in full force and effect until the indebtedness secured hereby is fully paid and satisfied and in default thereof the entire indebtedness secured hereby shall, at the option of the mortgagor, become due and payable forthwith and without notice.

NINTH: IT IS ALSO UNDERSTOOD AND AGREED that in the event of the death of the insured, the entire indebtedness secured hereby shall thereupon become due and payable, and such sum for which the mortgagee may be legally liable on said policy or policies of life insurance or any policy or policies substituted in place thereof, or any policy or policies held as collateral hereto, or any dividends, dividend additions or dividend accumulations in connection with any policy or policies held as collateral hereto, shall be applied to the payment of the indebtedness secured hereby; and in case a surplus shall remain after liquidating said indebtedness, it shall be paid over to whosoever is lawfully entitled thereto.

TENTH: But if the mortgagors shall fail to keep said policy or policies of life insurance in force or to pay or cause to be paid any of the sums mentioned in said note or obligation, according to the terms thereof, and such default continue for a period of thirty (30) days or shall fail to pay said taxes or assessments as the same become due, or to keep said property insured, or shall fail to perform any other act or thing herein required of, or agreed to be done, or in case of the actual or threatened demolition or removal of any building erected on said premises, or in case of the passage of any law which would render the payment by the mortgagors of all taxes levied or assessed upon this mortgage or the interest in the premises represented thereby unlawful or usurious, or the covenants for the payment of the same legally inoperative, the entire indebtedness hereby secured shall thereupon become due and payable and this mortgage subject to foreclosure, at the option of the mortgagee.

ELEVENTH: PROVIDED, That if the mortgagors shall faithfully perform each and all of the foregoing covenants, then this deed and said note shall be void.

Upon any default in the performance or observance of any part of the foregoing covenants or conditions, the mortgagee may sell the granted premises or such portion as then remains subject hereto in case of any partial release hereof, with all the improvements thereon, at public auction, either as a whole

or by parcels (and in case of a sale by parcels the purchaser of any parcel shall take a good title, although a sum may have been already realized from the sale of other parcels sufficient to satisfy all lawful claims hereunder), such sale to be on or near the granted premises at _____

_____, without notice or demand, except that required by law, and may convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple; such sale or sales shall forever bar the mortgagors and all persons claiming under the mortgagors from all right and interest in the granted premises. Out of the proceeds of such sale or sales the mortgagee may retain all sums then secured hereby, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by the mortgagee in making such sale or otherwise by reason of any default as aforesaid, with interest thereon, and also one per cent. of the purchase money for services of the mortgagee in making such sale or sales, paying the surplus, if any, to the mortgagors; and the mortgagors hereby irrevocably appoint the mortgagee true and lawful attorney or attorneys to transfer, assign or surrender any and all policies of insurance upon all or any part of the premises and receive and apply on the debt any sums paid upon such transfer, assignment or surrender.

It is expressly agreed that the mortgagee may purchase at any sale under the foregoing power, and that no other purchaser shall be responsible for the application of the purchase money; that the benefit of any entry to foreclose this mortgage shall inure to any purchaser at such a sale; that until default in the performance of the conditions hereof, the mortgagors shall be entitled to possession of the granted premises, and to the rents and profits thereof; that in the case the debt secured hereby shall not be paid at maturity, the mortgagee shall be entitled to thirty days' notice in writing before payment thereof; and that no waiver of compliance with any provision herein contained at any one time shall be deemed a waiver thereof as to any future time.

TWELFTH: The mortgagors hereby agree that the note or obligation hereinbefore described and this mortgage are to be construed according to the laws of the State in which said real estate lies where the same are executed.

THIRTEENTH: And for the consideration aforesaid, we the said mortgagors and each of us hereby release unto the mortgagee, its successors and assigns all right of or to both curtesy, dower and homestead or other right or interest in the granted premises, and agree to join in the confirmation of any sale under the power herein contained.

FOURTEENTH: IT IS FURTHER AGREED, That all parties signing this obligation shall be jointly and severally liable to the mortgagee and that all the covenants and agreements of the mortgagor herein contained shall extend to and bind his executors, administrators, heirs and assigns, and shall inure to the benefit of the mortgagee, its successors and assigns, and wherever the context hereof so requires or admits all references herein to the mortgagor in one number shall be deemed to extend to and include the other number whether plural or singular, and the use of any gender shall be applicable to all genders.

Provided, however, that upon the payment of the indebtedness secured hereby and the performance of all the covenants and conditions contained herein and in said note, the said mortgagee will execute and deliver to the mortgagors an instrument sufficient in form and substance to enable the mortgagors to cause this instrument to be satisfied or discharged of record. It is agreed, however, that all recording and other expenses incurred in effecting such satisfaction or discharge shall be borne by mortgagors.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands and seals this 22nd day of January, A.D. 19 54.

Signed and sealed in presence of:

Ella Thompson by Ella. — Donald H. Rex — Alice B. Rex

_____ _____ (SEAL)

_____ _____ (SEAL)

Bristol, ss. New Bedford, January 22, 1954. Then personally appeared the above-named Donald H. Rex and Alice B. Rex and acknowledged the foregoing instrument to be their free act and deed, before me.

Ella Thompson
~~Justice of the Peace~~
Notary Public.

My commission expires: 8 Feb. 1957

Received & recorded Jan 22 1954, at 2 hrs. 5 min. P.M.

We, Francois L. Bouchard and Lillian V. Bouchard, husband and wife, both

of New Bedford, Bristol County, Massachusetts,

~~xxxxxxxxxx~~ for consideration paid, grant to Alfred William Sylvia, Jr. and Gloria J. Sylvia, husband and wife, as joint tenants and not as tenants by the entirety

of said New Bedford

with warranty covenants

~~xxx~~ land in said New Bedford, with all buildings thereon, bounded and described as follows: [Description and encumbrances, if any]

Beginning at the southwest corner of the premises hereby conveyed at a point in the north line of Central Avenue distant 633.02 feet easterly of the east line of Ashley Boulevard, formerly called Bowditch Street;

thence northerly by land now or formerly of Peter F. Barlow one hundred thirty (130) feet;

thence easterly thirty-nine and 67/100 (39.67) feet;

thence southerly by land of parties unknown one hundred thirty (130) feet to a point in the said north line of Central Avenue; and

thence westerly in said north line of Central Avenue thirty-nine and 46/100 (39.46) feet to the place of beginning.

Containing 18.92 square rods, more or less.

Being the same premises conveyed to us by deed of Mary H. Grimshaw dated December 7, 1944 and recorded in Bristol County (SD) Registry of Deeds, Book 891, page 418.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

We, the said grantors, being husband and wife, hereby release to said grantee all rights of tenancy by the curtesy dower and homestead and other interests therein.

Witness our hands and seals this 22nd day of January 1954

A. Robert Crane — Francis L. Boucher
Gill — Gillian D. Bouchard

The Commonwealth of Massachusetts

Bristol ss. New Bedford Jan 22 1954

Then personally appeared the above named

Francois L. Bouchard

My commission expires 7/18/58

Received & recorded Jan 22, 1954, at 2 hrs. & 30 min. P. M.

501

1105-482

KNOW ALL MEN BY THESE PRESENTS, that the Trustees of the Attleborough Savings and Loan Association, by John S. Turner, Treasurer of said Association, under authority conferred on said Treasurer by Article 5, Section 4 of the By-laws of said Association, a copy of which is on record in Book 1006, Page 132 of the Southern District, Bristol County Registry of Deeds, holder of a mortgage

from David F. Valley

to the Trustees of the Attleborough Savings and Loan Association

dated June 19, 1917

recorded with Southern District, Bristol County Registry of Deeds

Book 471, Page 236-237, acknowledge satisfaction of the same

BRISTOL COUNTY REGISTRY OF DEEDS REGISTRY OF DEEDS

Witness my hand and seal this 28th day of December 19 53

Trustees of the Attleborough Savings and Loan Association

By

Treasurer, Attleborough Savings and Loan Association

The Commonwealth of Massachusetts

Bristol ss. December 28, 19 53

Then personally appeared the above-named John E. Turner, Treasurer

and acknowledged the foregoing instrument to be his free act and deed and that of the Trustees of the Attleborough Savings and Loan Association,

before me

Willard E. Olmsted Notary Public—Justice of the Peace

My commission expires April 12, 1957

Received & recorded Jan 22 1954, at 2 hrs. 55 min. P. M.

498

1105-483

Know all Men by these Presents

The New Bedford Institution for Savings, holder of a mortgage

from Esther R. Edwards et al

to said Institution

dated Jan 12 1951 recorded with Bristol County (S.D.) Registry

of Deeds, Book 1008, Page 118

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 22nd day of January 195 4

New Bedford Institution for Savings,

By

Assistant Treasurer.

Commonwealth of Massachusetts

Bristol, ss. Jan 22 195 4 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,

Notary Public.

My commission expires 1/11 1957

Received & recorded Jan 22, 1954, at 2 hrs. & 31 min. P.M.

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

I, Simonne Rousseau, widow,

of New Bedford, Massachusetts, Bristol County, Massachusetts,
for consideration paid, grant to Francois A. Bouchard and Lillian V. Bouchard husband and wife, as joint tenants and not as tenants by the entirety, of said New Bedford

with warranty covenants

the land in said New Bedford, together with the buildings thereon, bounded and described as follows:

[Description and encumbrances, if any]

Beginning at a point formed by the intersection of the north line of Dawson Street and the west line of Belleville Avenue; thence westerly in said north line of Dawson Street one hundred fifty-two and 33/100 (152.33) feet to the east line of Cobb Street; thence northerly therein fifty-nine and 93/100 (59.93) feet; thence easterly one hundred forty-seven and 51/100 (147.51) feet to the west line of Belleville Avenue; thence southerly therein eighty-four and 05/100 (84.05) feet to the place of beginning.

Being Lots No. 9, 9A, and 10 on plan of land of William G. Taber dated June 1925 and recorded with Bristol County (S.D.) Registry of Deeds, Plan Book 19, Page 39.

Being the same premises conveyed to me by warranty deed dated January 25, 1950, from Lillied. Guillotte and Dosithe Guillotte and recorded with Bristol County (S.D.) Registry of Deeds, Book 977, Page 232.

Witness my hand and seal this 22nd day of January 1954

Simonne Rousseau

The Commonwealth of Massachusetts

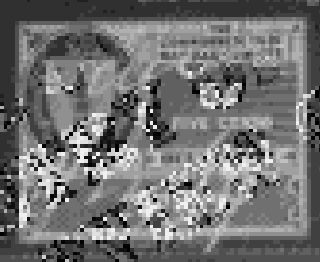
Bristol ss. New Bedford January 22 1954

Then personally appeared the above named Simonne Rousseau

and acknowledged the foregoing instrument to be her free act and deed, before me

Alfred Robert Cimo
Notary Public

My Commission expires 7/18/58



Received & recorded Jan 22, 1954, at 3 hrs. & 07 min. P. M.

1105-485

The NEW BEDFORD CO-OPERATIVE BANK, holder of a mortgage

from Caroline J. Almond et all

to it, dated May 5, 1949 recorded with Bristol County S. D. Registry

of Deeds, Book 956 Page 404

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 22nd day of January 1954

NEW BEDFORD CO-OPERATIVE BANK

By Eugene F. Phelan

Treasurer.

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. January 22, 1954

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

Notary Public

Cecil H. Whittier

My commission expires Dec. 17, 1959

Received & recorded Jan 22 1954, at 11 hrs. & 8 min. A. M.

1105 456 504

I, James F. Hawco,

of Fairhaven, Bristol County, Massachusetts

~~being unmarried~~, for consideration paid, grant to James F. Hawco and Bride B. Hawco, husband and wife, of said Fairhaven, as joint tenants and not as tenants in common ~~being unmarried~~

~~with rights of dower~~ ~~xxx~~ ~~xxx~~ ~~xxx~~ ~~xxx~~

with ~~quitclaim covenants~~.

the land, with any buildings thereon, in said Fairhaven, bounded and described as follows:

BEGINNING at the southeast corner thereof on William Street;

thence WESTERLY in the north line of land formerly belonging to Wing H. Taber one hundred (100) feet;

thence NORTHERLY eight (8) feet in the east line of land belonging now or formerly of Edward Manchester, to the south line of Spring Street;

thence EASTERLY in the south line of Spring Street to the west line of said William Street; and

thence SOUTHERLY by said west line of William Street to the place of beginning.

Being the same premises conveyed to me by deed of Victor W. Smith, dated November 22, 1948, recorded in Bristol County S.D. Registry of Deeds, Book 953, Page 242.

Subject to a mortgage to the Fairhaven Institution for Savings.

~~to my heirs and assigns of said grantee~~

~~release to said grantee x all rights of courtesy, dower, homestead, statutory and other interests therein~~

Witness my hand and seal this 22 day of January 1954.

Executed in the presence of

James F. Hawco

Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 22 1954.

Then personally appeared the above named James F. Hawco and acknowledged the foregoing instrument to be his free act and deed,

before me

Notary Public.

My commission expires 7/15 1958

Received & recorded Jan 22 1954 at 3 hr 2 min P.M.

BRISTOL COUNTY REGISTRY OF DEEDS
REGISTRY OF DEEDS

LEASE

[1105 - 67]

KNOW ALL MEN BY THESE PRESENTS, that I, WILLIAM J. MURDESKEY, of New Bedford, Massachusetts, (hereinafter called the Lessor), do hereby lease, demise and let unto LUPOS, INC., a Massachusetts corporation with a principal place of business in New Bedford, (hereinafter called the Lessee), the first floors of the premises numbered 357½ and 361 Acushnet Avenue, New Bedford, together with the cellar underneath said premises.

TO HAVE AND TO HOLD for the term of ten (10) years from the thirtieth (30th) day of September, 1953, to and including the twenty-ninth (29th) day of September, 1963, yielding and paying therefor the following rent:

a. Fifteen hundred dollars ($1,500.) during the first year of this lease, payable one hundred twenty-five dollars ($125.) monthly in advance on the thirtieth (30th) day of each and every month.

b. Fifteen hundred sixty dollars ($1,560.) for the second year of this lease payable one hundred thirty dollars ($130.) monthly as aforesaid.

c. Sixteen hundred twenty dollars ($1,620.) during the third year of this lease payable one hundred thirty-five dollars ($135.) monthly as aforesaid.

d. Sixteen hundred eighty dollars ($1,680.) during the fourth year of this lease payable one hundred forty dollars ($140.) monthly as aforesaid.

e. Seventeen hundred forty dollars ($1,740.) during the fifth year of this lease payable one hundred forty-five dollars ($145.) monthly as aforesaid.

f. And for the remainder of the term of this lease eighteen hundred dollars ($1,800.) per year payable one hundred fifty dollars ($150.) monthly as aforesaid.

The Lessee does promise to pay the rent as above stated and promises to quit and deliver up the premises to the Lessor or his attorney peaceably and quietly at the end of the term in as good order and condition, reasonable use and wear thereof, fire and other unavoidable casualties excepted, as the same

now are or may be put into by the Lessor.

Upon the payment of said rent and in the event that the other terms and conditions of this lease are fulfilled by the Lessee, the Lessor covenants and agrees that the Lessee may hold the same quietly during the said term.

Provided, also, that in case the premises or any part thereof during said term be destroyed or damaged by fire or by other unavoidable casualties, so that the same shall be thereby rendered unfit for use by the Lessee, then and in such case, the rent hereinbefore reserved or a just and proportional part thereof, according to the nature and extent of the injuries sustained, shall be suspended or abated until the said premises have been put in proper condition for use by the Lessor, or these presents shall be determined and ended at the election of the Lessor or his legal representatives.

The Lessor also agrees to furnish such proper heat for said premises during such times as the Lessee shall need such heat, and the Lessee hereby promises to pay to the Lessor at the end of each heating season during said term and at the expiration of said term, one-third (1/3) of the fuel expense paid by the Lessor for the preceding heating season of said term.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this twenty-first day of November, 1953.

LEMOS, INC.

By

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. New Bedford January 11, 1954

Then appeared William J. Morrissey above named and acknowledged the foregoing instrument to be his free act and deed, before me,

Notary Public

Received & recorded Jan 12, 1954 at 11 hrs. & 2 min. P. M.

The First National Bank of New Bedford and John B. Riddock,

EXECUTOR under the WILL ~~or ADMINISTRATOR/ADMINISTRATRIX/ADMINISTRATOR/ADMINISTRATRIX/ADMINISTRATOR/ADMINISTRATRIX/ADMINISTRATOR/ADMINISTRATRIX/COMMISSIONER~~
of Victor W. Smith, late of Dartmouth,

by power conferred by license of the Probate Court for Bristol County
dated December 9, 1953,

and every other power,

for - - - -Thirty-six hundred (3600) and no/100 - - - - - - - - - Dollars
paid, grant to Howard E. Deree and Annie Deree, husband and wife, as joint tenants and not as tenants by the entirety,
the land in New Bedford, bounded and described as follows:

Land with the buildings thereon, bounded beginning at the northwesterly corner thereof at a point in the south line of West Elm St., 43.5 feet easterly from the intersection of the south line of West Elm St. with the east line of Chancery St.; thence easterly 30.5 feet in said south line of West Elm St.; thence southerly 56.8 feet to land formerly of John Leahy; thence westerly in line of last named land 30.5 feet to other land formerly of John Leahy; and thence northerly in line of last named land 56.8 feet to the point of beginning.

Containing 6.37 square rods, more or less.

See Bristol Co. S.D. Registry of Deeds, Book 1095, Page 337.

Subject to the taxes for 1954 which the grantees assume and agree to pay

In witness whereof The First National Bank of New Bedford has caused its corporate seal to be affixed hereto and these presents to be signed in its name by Frank Simpson, Trust Officer, hereunto duly authorized, and John B. Riddock has set his hand and seal

~~Witness: [illegible] [illegible]~~ this 22nd day of January 1954

The First National Bank of New Bedford
by Frank Simpson Trust Officer

John B. Riddock
Executors under the Will of Victor W. Smith

The Commonwealth of Massachusetts

Bristol ss. January 22, 19 54

Then personally appeared the above named John B. Riddock, Executor

and acknowledged the foregoing instrument to be his free act and deed, before me

Louise S. Maillou
Notary Public — ~~Justice of the Peace~~

My commission expires May 23, 1958 19

490
BRISTOL COUNTY REGISTRY OF DEEDS
PREVIEW ONLY

V.D-2

THE FIRST NATIONAL BANK OF NEW BEDFORD

NEW BEDFORD, MASSACHUSETTS

THIS IS TO CERTIFY that the following is a true copy of all sections of the by-laws of The First National Bank of New Bedford relative to the transfer and conveyance of real estate held by it in a fiduciary capacity:

"CONVEYANCE OF REAL ESTATE SEC. 13 (a)

All transfers and conveyances of real estate held by the Association in a fiduciary capacity shall be made by the Association under seal in accordance with the votes of the Trust Investment Committee and shall be executed by the President or Trust Officer or by any Vice President of the Association. The President or the Trust Officer or any Vice President are hereby severally authorized and empowered without the necessity of any specific vote of the Trust Investment Committee to execute, acknowledge and deliver, in the name and on behalf of the Association, assignments, partial releases, and discharges of mortgages now or hereafter held by the Association in a fiduciary capacity and to exercise for it and on its behalf the power of sale contained in any such mortgage and to do all things necessary and proper for the valid exercise of such power including the execution, acknowledgment and delivery of the mortgagee's deed and affidavit."

And that the above provisions have not been amended or revoked and are still in full force and effect.

THIS IS TO CERTIFY FURTHER that Frank Simpson is the duly elected Trust Officer and that Frank Simpson is the duly elected Secretary of the Trust Investment Committee of The First National Bank of New Bedford.

WITNESS my hand and the seal of The First National Bank of New Bedford this 21st day of January 1954.

E. Gardner Atkins Jr.
Secretary of the Board of Directors
of The First National Bank of New Bedford

I hereby certify that the following is a true copy of a vote passed at a meeting of the Trust Investment Committee duly called and held on the 21st day of January 1954, a quorum being present and voting throughout:

Upon motion duly made and seconded, it was voted that this Bank as Co-executor under the will of Victor W. Smith, late of Dartmouth, by power conferred by license of the Probate Court for Bristol County dated December 9, 1953 sell to Howard E. Deree and Annie Deree, land with buildings thereon in New Bedford, bounded beginning at the northwesterly corner thereof at a point in the south line of West Elm Street, 43.5 feet easterly from the intersection of the south line of West Elm Street with the east line of Chancery Street; thence easterly 30.5 feet in said south line of West Elm Street; thence southerly 56.8 feet to land formerly of John Leahy; thence westerly in line of last named land 30.5 feet to other land formerly of John Leahy; and thence northerly in line of last named land 56.8 feet to the point of beginning; containing 6.37 square rods, more or less for a price of $3,600.00, taking back a first mortgage to said estate for $3,600.00, and that Trust Officer Frank Simpson be authorized to execute, seal and deliver deed for same in the name of this Bank as Executor aforesaid.

WITNESS my hand and the seal of The First National Bank of New Bedford this 21st day of January 1954

Frank Simpson
Secretary of the Trust
Investment Committee

Received & recorded Jan 22 1954, at 8 hrs. 55 min. P. M.

BRISTOL COUNTY REGISTRY OF DEEDS
PROVIDENCE, R.I.

492

1105 492 509

We, Howard E. Deree and Annie B. Deree, husband and wife, as joint tenants

of New Bedford Bristol County, Massachusetts

for consideration paid, grant to The First National Bank of New Bedford and John E. Riddock, Executors under the will of Victor W. Smith, late of Dartmouth,

with mortgage covenants, to secure the payment of

- - - - -Thirty-six hundred (3600) and no/100 - - - - - - - - - - Dollars

payable on demand

as provided in our note of even date,

the land in New Bedford, bounded and described as follows:

Land with the buildings thereon, bounded beginning at the northwesterly corner thereof at a point in the south line of West Elm St., 43.5 feet easterly from the intersection of the south line of West Elm St. with the east line of Chancery St.; thence easterly 30.5 feet in said south line of West Elm St.; thence southerly 56.8 feet to land formerly of John Leahy; thence westerly in line of last named land 30.5 feet to other land formerly of John Leahy; and thence northerly in line of last named land 56.8 feet to the point of beginning.

Containing 6.37 square rods, more or less.

See Bristol Co. S. D. Registry of Deeds, Book 1095, Page 337. Being the same premises conveyed to us by deed of even date to be recorded herewith.

BRISTOL COUNTY REGISTRY OF DEEDS
PROVIDENCE, R.I.

BRISTOL COUNTY REGISTRY OF DEEDS

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale,

pursuant to which the said mortgagee,

whole of the premises and all rights of dower and homestead and other interests in the premises released.

Witness OUR hands and seals this 22nd day of January 1954

Howard E. Deree

Annie B. Deree

The Commonwealth of Massachusetts

Bristol ss. January 22, 1954

Then personally appeared the above named Howard E. Deree and Annie B. Deree

and acknowledged the foregoing instrument to be their free act and deed, before me

Notary Public

My Commission expires May 23, 1958

Received & recorded June 2 2 19 54 at 9 hrs. & 6 min. A.M.

507

The First National Bank of New Bedford and John B. Riddock, Executors under the will of Victor W. Smith, late of Dartmouth,

present holders of a mortgage

from James Hawco et ux

to Victor W. Smith

dated November 22, 1948

recorded with Bristol County (S.D.) County Registry of Deeds

Book 953, Page 242, acknowledge satisfaction of the same

In witness whereof The First National Bank of New Bedford has caused its corporate seal to be affixed hereto and these presents to be signed in its name by Frank Simpson, Vice-President, hereunto duly authorized, and John B. Riddock has set his hand and seal this 22nd day of January, 1954.

Witness hand and seal this day of

The First National Bank of New Bedford

by:

Executors u/w of Victor W. Smith

1105 494

The Commonwealth of Massachusetts

Bristol ss. January 22, 1954

Then personally appeared the above named John L. Aldoadez, Executor

and acknowledged the foregoing instrument to be his free act and deed

before me

Louise S. Mailloux
Notary Public — Justice of the Peace.

Louise S. Mailloux

My commission expires May 23, 1958

Received & recorded Jan 22 1954, at 4 hrs. & 5 min. P. M.

1105-494 499

The ACUSHNET CO-OPERATIVE BANK, holder of a mortgage

from John S. Lowney

to it, dated September 22, 19 44 recorded with Bristol County S. D. Registry

of Deeds, Book 883, Page 520,

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-second day of January 19 54

ACUSHNET CO-OPERATIVE BANK

By Eugene F. Phelan
Treasurer.

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. January 22, 1954

Then personally appeared the above-named Eugene F. Phelan, Treasurer and acknowledged the foregoing instrument to be the free act and deed of the Acushnet Co-operative Bank, before me

Merton G. Fisher
Notary Public

My commission expires Dec. 8, 1955

Received & recorded Jan. 22, 1954, at 2 hrs. & 44 min. P. M.

BOSTON, SUFFOLK COUNTY
REGISTRY OF DEEDS
PROPERTY OF

I, Blanche Lavault, widow,

of New Bedford, Bristol County, Massachusetts,

~~XXXXXXXXX~~, for consideration paid, grant to Antone Quintal

of said New Bedford

with warranty covenants

the land in said New Bedford, with all buildings thereon, bounded and described as follows: [Description and encumbrances, if any]

Beginning at the northeasterly corner of the land to be conveyed at a point in the south line of Marion Street 150 feet westerly therein from its intersection with the west line of Acushnet Avenue, and at the northwesterly corner of lot #21 on plan hereinafter mentioned;

thence southerly 76.32 feet in line of last named lot to lot #26 on said plan;

thence westerly 50 feet in line of last named lot to lot #19 on said plan;

thence northerly 76.32 feet in line of last named lot to the said south line of Marion Street;and

thence easterly 50 feet in the said south line of Marion Street to the place of beginning.

Being lot #20 on plan of Russell Park, made by F.H. Metcalf, dated August 16, 1924 and on file in Bristol County (SD) Registry of Deeds, Plan book 25, page 183.

Being part of the premises conveyed to my late husband Hector Lavault by deed of Dominros T Silva, dated September 9, 1924 and recorded in this Registry, Book 596, page 114.

BOSTON, SUFFOLK COUNTY
REGISTRY OF DEEDS

BRISTOL COUNTY REGISTRY OF DEEDS PROVIDENCE, R.I.

1105 496

Witness my hand and seal this 22 day of January 19 54

Blanche Lavault

The Commonwealth of Massachusetts

Bristol ss. New Bedford, Jan 22 1954

Then personally appeared the above named

Blanche Lavault

and acknowledged the foregoing instrument to be her free act and deed, before me

Alfred Robert Cino
Notary Public

My commission expires 7/2/58

$1 ONE DOLLAR 35/6867

Received & recorded Jan 22 1954, at 4 hrs. & 35 min. P.M.

487

1105-496

St. Anne Credit Union, a corporation duly established by law and having its usual place of business in New Bedford, Bristol County, Massachusetts,
holder of two mortgages
from Onesime Deschaine et al.

to it

dated September 9, 1925 and September 10, 1938 respectively

recorded with Bristol County S. D. Registry of Deeds
Book 820, Page 441 and Book 807, page 508, acknowledge satisfaction of the same.

In witness whereof said St. Anne Credit Union has caused these presents to be signed in its name and behalf and its corporate seal to be hereto affixed by its duly authorized officer, Ulysse Auger, Treasurer.

New Bedford Mass.

this 22nd day of January, 19 54.

ST. ANNE CREDIT UNION

by Ulysse Auger
Treasurer

BRISTOL COUNTY REGISTRY OF DEEDS
PROVIDENCE COUNTY

The Commonwealth of Massachusetts

1105 497

Bristol ss. New Bedford, January 22, 19 54.

Then personally appeared the above named Ulysse Auger, Treasurer

and acknowledged the foregoing instrument to be the free act and deed of said St. Anne Credit Union

before me

Alma L. LaFrance — Alma L. LaFrance
Notary Public ~~XXXXXXXXXXX~~

My commission expires April 11. 1958

Received & recorded Jan. 22 1954, at 10 hrs. & 53 min. A. M.

492

Know All Men by these Presents

1105-497

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*

William Ratling

to said Corporation, dated January 27, *A. D.* 1917 *, and recorded with Bristol County S. D. Registry of Deeds, book* 438 *, page* 500-501 *, acknowledges satisfaction of the same.*

In witness whereof, *the said* NEW BEDFORD FIVE CENTS SAVINGS BANK, *by* John T. Chambers *, its* Treasurer *, thereto duly authorized, has caused its corporate name to be hereto subscribed and its corporate seal hereto affixed, this* twenty second *day of* January *, A. D.* 1954

Signed and sealed in the presence of

NEW BEDFORD FIVE CENTS SAVINGS BANK
By John T. Chambers
~~President~~
Treasurer
~~Assistant Treasurer~~

Commonwealth of Massachusetts

Bristol,ss. New Bedford, Mass., January 22, 1954 *. Then personally appeared the above-named* John T. Chambers, Treasurer *, and acknowledged the foregoing instrument to be the free act and deed of said Corporation, before me*

Edward Cyr
~~Justice of the Peace~~
Notary Public.

My commission expires Jan. 21 1955

Jan. 22, 1954 *, at* 11 *o'clock and* 30 *minutes A.M.*

Received and entered with Bristol S. D. Registry of *deeds,*

Book 1105 *Page* 497

1105 498

511

I, Blanche Lavault, widow,

of New Bedford, Bristol County, Massachusetts,

~~XXXXXXXXX~~, for consideration paid, grant to Antone Quintal

of said New Bedford

with ~~warranty covenants~~

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 to be conveyed at a point in the south line of Marion Street 100 feet therein from its intersection with the west line of Acushnet Avenue, and at the northwesterly corner of lot # 28 on plan hereinafter mentioned;

thence southerly 76.32 feet in line of last named lot and lot #29 on said plan to lot #27;

thence westerly 50 feet in line of last named lot to lot #20 on said plan;

thence northerly 76.32 feet in line of last named lot to the south line of Marion Street; and

thence easterly 50 feet in said south line of Marion Street to the point of beginning.

Being lot #21 on Plan of Russell Park, made by F.N. Metcalf, C.E. dated August 16, 1924 and on file with Bristol County (SD) Registry of Deeds, Plan book 25, page 183.

Being part of the premises conveyed to my late husband Hector Lavault by deed of Domingos T. Silva dated September 9, 1924 and recorded in said Registry, Book 596, page 114. See also probate of Hector Lavault docket #89596.

Subject to the 1954 real estate taxes which the grantee assumes and agrees to pay.

Subject to the restriction that no building shall be erected to cost less than $3,500.

BRISTOL COUNTY REGISTRY OF DEEDS
REGISTRY OF DEEDS

Witness my hand and seal this 22nd day of January 19 54

The Commonwealth of Massachusetts

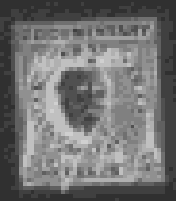
Bristol ss New Bedford, Jan 22 19 54

Then personally appeared the above named Blanche Lavault

and acknowledged the foregoing instrument to be her free act and deed, before me

Notary Public

My commission expires 7 Jul 1958



Received & recorded Jan 22 1954 at 4 Hrs. & 35 Min. P.M.

517

KNOW ALL MEN BY THESE PRESENTS, 1105 - 499

That I, Philip Hemingway, the mortgagee named in and present holder of a mortgage

from Phyllis Dawson, et ux

to me

dated April 1, 1953,

recorded with Bristol County (S.D.) Registry of Deeds

Book 1079 , Page 246 , acknowledge satisfaction of the same.

Witness my hand and seal this 22nd day of January 1954.

1105 500

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, January 22, 1954.

Then personally appeared the above named Philip Hemingway

and acknowledged the foregoing instrument to be his free act and deed

before me

John D. Kenney

Notary Public — ~~Justice of the Peace~~

JOHN D. KENNEY

My commission expires Oct. 29 1960

Received & recorded Jan 22 1954, at 4 hrs. 57 min. P.M.

1105-500

505

The NEW BEDFORD CO-OPERATIVE BANK, holder of a mortgage

from Francois L. Bouchard et ux

to it, dated November 24, 1948 recorded with Bristol County S. D. Registry

of Deeds, Book 947 Page 546-7

acknowledges satisfaction thereof.

In witness whereof it has caused its corporate name to be hereto subscribed and its corporate seal hereto affixed by Eugene F. Phelan its Treasurer thereunto duly authorized, this 22nd day of January 1954

NEW BEDFORD CO-OPERATIVE BANK

By Eugene F. Phelan

Treasurer.

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. January 22, 1954

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

Anne J. Taber

Anne J. Taber
Notary Public

My commission expires June 7, 1958

Received & recorded Jan 22, 1954, at 3 hrs. & 25 min. P.M.

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
PREVIEW ONLY

Commonwealth of Massachusetts.

COUNTY OF BRISTOL

Southern District—New Bedford

March 15, 1954

This Volume of Records, Number 1105 *is hereby attested as a true record under and by virtue of the provisions of Chapter 36, Section 18, of the General Laws.*

Attest:

John D. Ryan
Asst. Register.

1954

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