

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS

11/30/56 1180-57

We, Joseph F. Alves and Georgianna Mello Alves, husband and wife, of New Bedford Bristol County, Massachusetts, being married, for consideration paid, grant to John P. Souza and Mary P. Souza, husband and wife,

of Dartmouth with mortgage covenants, to secure the payment of TWO THOUSAND THREE HUNDRED and no/100 Dollars

ON DEMAND with FIVE (5) per centum interest per annum payable semi-annually as provided in G.R. rate of even date,

the land in said New Bedford, with all buildings thereon, bounded and described as follows: (Description and circumstances, if any)

Beginning at a point in the north line of Circuit Street and at the southeast corner of the lot to be conveyed and at the southwest corner of Lot 30 on plan hereinafter mentioned;

thence westerly in line of said Circuit Street 50 feet to Lot 28 on said plan;

thence northerly by said Lot 28 eighty (80) feet to Lot 40 on said plan;

thence easterly by said Lot 40 fifty (50) feet to Lot 41 on said plan;

thence southerly by said Lot 41 and Lot 30 on said plan eighty (80) feet to the point of beginning.

Containing 14.69 sq. rods, more or less, and being Lot 29 on plan of Howland Village owned by Westby and Baker, made by Frank M. Metcalf, C.E., and recorded in Bristol County (S.D.) Registry of Deeds.

This mortgage is upon the statutory condition,

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

release to the mortgagee all rights of tenancy by the entirety and other interests in the mortgaged premises

Witness our hands and seals this seventeenth day of April 1952

Joseph F. Alves
Georgianna Mello Alves

The Commonwealth of Massachusetts

Bristol, New Bedford, April 17, 1952

Then personally appeared the above named Joseph F. Alves and Georgianna Mello Alves

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

Joseph F. Santos
Notary Public

My commission expires February 20, 1953

Received & recorded April 17, 1952, at 02 PM & 11 min. P.M.

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS

1047 2

3026

I, Joseph Guinond, married,

of Fairhaven

Bristol County, Massachusetts,

being accepted for consideration paid, grant to Joseph G. McGann and Alice M. McGann, husband and wife, as tenants by the entirety, both

of Dorchester, Suffolk County,

Massachusetts,
with warranty townships

do hereby grant unto the said Joseph G. McGann and Alice M. McGann, husband and wife, as tenants by the entirety, both

of Dorchester, Suffolk County, Massachusetts,
the land in said Fairhaven, being land on the shore of Priest's Cove, so-called and being lot #2 on plan of land of the Ellis heirs, Harbor View, Fairhaven, Massachusetts, which plan is filed with Bristol County S. D. Registry of Deeds, Plan Book 17, Page 13. Said lot is more particularly bounded and described as follows:

Beginning at a point on the shore at the southeasterly corner of said lot;

thence northerly by lot #3 on said plan 80.50 feet to registered land now or formerly of Daniel W. Baker;

thence westerly by last named land 24.12 feet to lot #1 on said plan;

thence southerly by last named land 79 feet to the aforesaid shore line;

and thence easterly by said shore line to the place of beginning

Containing 6.70 rods, more or less.

The above described premises are conveyed subject to the rights of way as shown on said plan. The northwesterly portion of said lot #2 is registered land #498 on Subdivision of lot #49 accompanying Certificate #623, Certificate 1034 and Certificate 1054.

Being the same premises conveyed to me by deed of Joseph Levesque, dated April 12, 1920 and recorded with said Registry of Deeds, Book 496, Page 300; see also Certificate of Title No. 2585.

Reserving to the grantor the right to pass and repass over the above devised premises for use of the beach.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
RECEIVED ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
RECEIVED ONLY

BRISTOL COUNTY MASSACHUSETTS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
RECEIVED ONLY

37/2/05
1452-246

1947

I, Rosezilia Guimond,

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

Witness our hands and seals this 17th day of April, 1952

Luke Smith
witness to mark

Joseph P. Guimond
Mark

Rosezilia Guimond

The Commonwealth of Massachusetts

Bristol, ss. Fairhaven, April 17, 1952

Then personally appeared the above named Joseph Guimond

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

Luke Smith
Luke Smith Notary Public - Massachusetts

My commission expires JANUARY 9, 1953

Received & recorded April 17 1952 at 3 PM 27 P. M.

Mass. Full Discharge

3005

KNOW ALL MEN BY THESE PRESENTS

That THE FEDERAL LAND BANK OF SPRINGFIELD, holder of a mortgage given by Joseph P. Pacheco and Innocence Pacheco, husband and wife to it, dated May 28 1947, recorded with Bristol County, Southern District, Registry of Deeds, Book 931 Page 56-7-8, acknowledges satisfaction of the same.

IN WITNESS WHEREOF the said THE FEDERAL LAND BANK OF SPRINGFIELD has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by C. Edson Beris, its Treasurer this 7th day of April 1952

THE FEDERAL LAND BANK OF SPRINGFIELD

By C. Edson Beris
C. Edson Beris Treasurer

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

April 7, 1952

Then personally appeared the above-named C. Edson Beris and acknowledged the foregoing instrument to be the free act and deed of The Federal Land Bank of Springfield, before me.

Edward H. Stalder
Edward H. Stalder Notary Public

My commission expires March 23, 1950

Received & recorded April 17 1952, at 9 AM 24 min. A. M.

1047

4

3027

I, Floyd P. Marsden, married,

of New Bedford

Bristol County, Massachusetts,

do hereby for consideration paid, grant to Raymond Poirier and Frances M. Poirier, husband and wife as joint tenants but not as tenants by the entirety,

both of said New Bedford

with warranty of title

the whole of a certain lot of land, in said County, at Pope Beach on Scenic Neck

(Description and measurements, if any)

bounded and described as follows:

Beginning at the intersection of the southwest line of Cove Street with the northwest line of Orchard Street;

thence northwesterly in said southwest line of Cove Street 35 feet;

thence at right angles southwesterly in a line common to Lots No. 397 and 398 on a plan hereinafter mentioned 80 feet to a stake for a corner;

thence at right angles southeasterly 35 feet to the northwest line of Orchard Street; and

thence northwesterly in said northwest line of Orchard Street 80 feet to the place of beginning.

Containing 10.26 square rods, more or less.

Being Lot No. 398 on a Revised Plan of Annex, No. 2, Pope Beach, made by Frank W. Metcalf, C.E., April 6, 1910 and filed in Bristol County (S.D.) Registry of Deeds in plan book 7 on page 64.

The grantee is to have the privilege of using the back and all roads and ways delineated on said plan.

Being the same premises conveyed to me by deed of Marie Gragnani, dated May 12, 1951 and recorded with said Registry of Deeds, Book 1021, Page 307.

Subject to the taxes for the year 1952 which the grantee hereby assumes and agrees to pay.

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

I, Edna M. Marsden

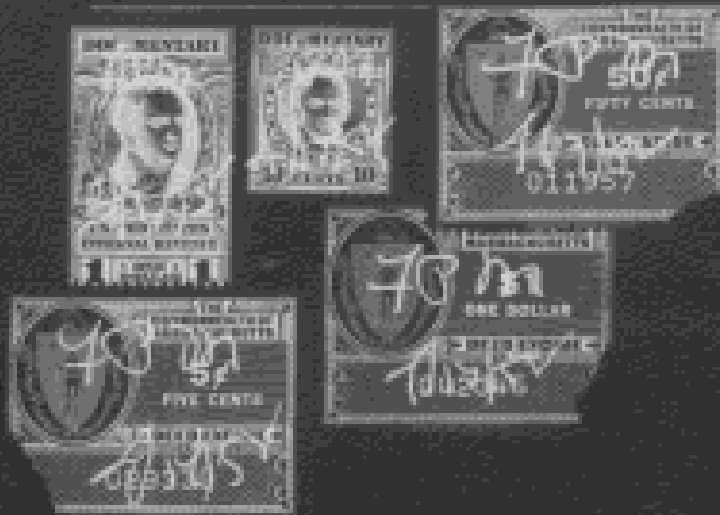
MASSACHUSETTS
with legal power

release to said grantee all rights of tenancy by the curtesy and other interest
dower and homestead

Witness our hand and seal this 17th day of April 1952

Luke Smith
notary public

Floyd P. Marsden
Chairman of Board



The Commonwealth of Massachusetts

Bristol, ss

New Bedford, April 17, 1952

Then personally appeared the above named Floyd P. Marsden

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

Luke Smith

Luke Smith Notary Public - MASSACHUSETTS

My commission expires January 9, 1953

Notarized & recorded April 17 1952, at 3 P.M. 41 min. P.M.

3025

The Fairhaven Institution for Savings, a corporation under the laws of Massachusetts, located at Fairhaven, Massachusetts, holder of a mortgage from Cora Mae Lewis

to The Fairhaven Institution for Savings, dated November 20, 1951

recorded with Bristol County S.D. Registry of Deeds

Book 1036 Page 375 acknowledge satisfaction of the same.

In witness whereof said Fairhaven Institution for Savings has caused its corporate seal to be hereunto affixed and these presents to be signed in its name and behalf by its Treasurer thereunto duly

executed this 17th day of April 1952

FAIRHAVEN INSTITUTION FOR SAVINGS.

by Winn B. Carpenter Treasurer

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS
APR 17 1952

1947 6

Commonwealth of Massachusetts

Bristol, ss. Fairhaven, Mass. April 17 1952

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

before me Thos E. Underwood Notary Public

My commission expires September 27, 1957 19

Received & recorded April 17, 1952 at 11 hrs. & 11 min. 7 A.M.

57 14 4

3014

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

to The Fairhaven Institution for Savings, dated December 27, 1950

recorded with Bristol County S.D. Registry of Deeds Book 1306 Page 433 acknowledge satisfaction of the same.

In witness whereof said Fairhaven Institution for Savings has caused its corporate seal to be hereunto affixed and these presents to be signed in its name and behalf by its Treasurer thereunto duly authorized, this 17th day of April 1952

FAIRHAVEN INSTITUTION FOR SAVINGS.
by Orin B. Carpenter Treasurer

Commonwealth of Massachusetts

Bristol, ss. Fairhaven, Mass. April 17 1952

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

before me Thos E. Underwood Notary Public

My commission expires Sept. 27, 1957 18

Received & recorded April 17, 1952 at 10 hrs. & 52 min. 9 A.M.

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS
APR 17 1952

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS
APR 17 1952

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS
APR 17 1952

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS
APR 17 1952

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY (1047)
REGISTRY OF DEEDS
PREVENT ONLY

3028

1047

7

KNOW ALL MEN BY THESE PRESENTS

That we, Joseph Taveira and Mary White, formerly called Mary Taveira, being father and daughter,

of New Bedford Bristol County, Massachusetts, each

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

Avelino C. Freitas and Evelyn Freitas, husband and wife, as joint tenants and not as tenants by the entirety

of New Bedford, Mass

with warranty covenants

the land in New Bedford, Mass., bounded and described as follows, to wit:

(Description and circumstances, if any)

Beginning at a point in the north line of Dewey Street, 203 feet west of the west line of Acushnet Avenue;

thence northerly 100 feet to lot No. 20 on plan hereinafter described;

thence westerly 80 feet by land of parties unknown to lot No. 25 on plan hereinafter described;

thence southerly by last named lot, 100 feet to a point in the said north line of Dewey Street; and

thence easterly 80 feet in said north line of Dewey Street, to the point of beginning.

Said premises contain 6000 sq. ft., more or less; are lots No. 21, 22, 23 and 24 as described on plan of Acushnet Park made by A. L. Eliot, surveyor, dated January 17, 1900, filed with Bristol County S. D. Registry of Deeds in plan book 2, page 1; and are the same premises conveyed to us under deed of John E. Coyle dated December 3, 1943, recorded in said Registry of Deeds in book 875, page 317, wherein we were erroneously described as husband and wife.

And we, being first duly sworn, do depose and say as follows:

Cy. Rd.
Map not
taped
4-18-96
2477-
254

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
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BRISTOL COUNTY
REGISTRY OF DEEDS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
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PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

1047

8

" THAT WE ARE FATHER AND DAUGHTER RESPECTIVELY AND ARE THE SAME PERSONS NAMED AS GRANTEEES IN A CERTAIN DEED FROM JOHN E COVIL DATED DECEMBER 3, 1943 AND RECORDED IN BRISTOL COUNTY S. D. REGISTRY OF DEEDS IN BOOK 875, PAGE 317; THAT WE ARE NOT AND NEVER HAVE BEEN HUSBAND AND WIFE AS SET OUT IN SAID DEED; THAT THE REFERENCE IN SAID DEED TO OUR BEING HUSBAND AND WIFE IS NOT AND NEVER HAS BEEN TRUE AND WAS DUE TO A CLERICAL ERROR: THAT THE SAID JOSEPH TAVEIRA IS MARRIED TO IZAUARA TAVEIRA AND HAS BEEN SINCE 1925 : THAT SAID Mary White IS MARRIED TO George L. White AND HAS BEEN SINCE 1946 : THAT BOTH OUR SPOUSES ARE LIVING."

I, Izaura Taveira, wife of Joseph Taveira
and

I, George L. White, husband of Mary ^{White} ~~White~~ ^{noted} ~~at~~ said grantor, &

release to said grantee all rights of ^{tenancy by the courtesy} ~~dower~~ and homestead and other interests therein.

Witness our hands and seal this 10th day of November 19 51

*F. Resendes to J.T. and to
mother of Izaura Taveira
& to M.W. & to J.L.W.*

*Joseph Taveira
Izaura Taveira
Mary White
George L. White*

No Revenue stamps required

The Commonwealth of Massachusetts

Bristol ss. November 10, 19 51.

Then personally appeared the above-named Joseph Taveira and Mary White

and acknowledged the foregoing instrument to be their free act and deed, ~~between~~ and subscribed and swore that the foregoing quoted statement in said deed was true,
before me

Frank F. Resendes
FRANK F. RESENDES
Notary Public

My commission expires October 26, 19 56

Received & recorded April 17 1952 at 3 hrs & 41 min P. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVIEW ONLY

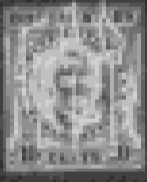
We, Joseph Tarveira and Izaura Tarveira, husband and wife of New Bedford being Married, for consideration paid grant to Aveline C. Freitas, son, Aveline Freitas, husband and wife, as joint tenants and not as tenants by the entirety of New Bedford with expressly covenants attached in New Bedford, Mass., bounded and described as follows, to wit:

(Description and circumstances, if any)

Beginning at a point in the north line of Dewey Street distant westerly therein 280 feet from the intersection of the said north line of Dewey Street with the west line of Acushnet Ave.; thence northerly by land of parties unknown, 100 feet; thence westerly, 100 feet still by land of parties unknown; thence southerly, 100 feet by land of parties unknown to a point in the said north line of Dewey Street; and thence easterly in the said north line of Dewey Street, 100 feet to the place and point of beginning. Being lots No. 25 to 29, both inclusive, as described on plan of Acushnet Park on file in Bristol County S. D. Registry of Deeds in plan book 2, page 1.

Being the same premises conveyed to us by deed of Rosa V. Hudecek dated April 4, 1945 and recorded in the Bristol County S. D. Registry of Deeds book 894, pages 161-2.

Excepting therefrom such land as has been taken by the City of New Bedford for street widening purposes



Joseph Tarveira and Izaura Tarveira

husband and wife

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

Witness our hand and seal this sixth day of November 1951

Francis A. Doyle
Not. to both

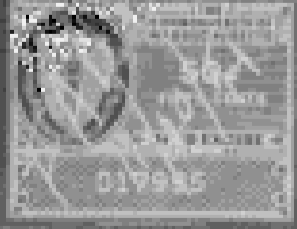
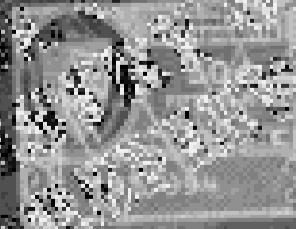
Joseph Tarveira
Izaura Tarveira

The Commonwealth of Massachusetts

Bristol ss. New Bedford, Mass., November 6, 1951

Then personally appeared the above named Joseph Tarveira and Izaura Tarveira

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



Francis A. Doyle
Notary Public - 119935

My Commission expires January 31, 1952.

April 17 1952, at 3 hrs & 42 min. P. M.

City Rd. Mass. est tax lies 4-18-90 2479-253

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVIEW ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVIEW ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVIEW ONLY

3030

1047 10

I, George L. White
 of New Bedford
 being ~~his~~ ^{being} ~~un~~ ^{married}, for consideration paid, grant to Evelyn Freitas
 of New Bedford with warranty coversalls
 the land in said New Bedford, bounded and described as follows:-

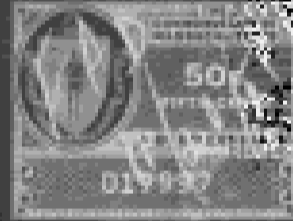
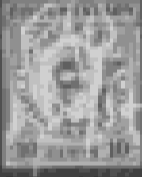
(Description and measurements, if any)

Beginning at a point in the north line of Dewey Street, distant westerly therein 100 feet from the westerly line of Aquanet Avenue; thence ~~WESTERLY~~ ^{EASTERLY} one hundred (100) feet to a corner; thence ~~SOUTHERLY~~ ^{NORTHERLY} by lot No. 21 on plan hereinafter mentioned one hundred (100) feet; thence ~~EASTERLY~~ ^{EASTERLY} one hundred (100) feet to a corner; and thence ~~SOUTHERLY~~ ^{SOUTHERLY} by lots numbered 15, 14, 13, 12 and 11 on said plan one hundred (100) feet to said north line of Dewey Street and place of beginning.

Being lots numbered 16, 17, 18, 19 and 20 on plan of Aquanet Park on file with the Bristol County S. D. Registry of Deeds plan book 3 page 1.

Being the same premises conveyed to me by deed of John Simon et ux dated May 26, 1948 and recorded in said Registry Book 248 page 181 and the same conveyed to me by deed of Frank Kulesza et al dated Nov. 30, 1951 to be recorded.

Said premises are conveyed subject to the 1952 taxes, which said grantee assume and agree to pay.



I, Mary S. White

Wife of said grantor.

~~release~~ ^{release} to said grantee all rights of ~~ower~~ ^{ower} and homestead and other interests therein.

Witness our hands and seal this sixteenth day of February 19 52

Frank A. Boyd
to wite

George L. White
Mary S. White



The Commonwealth of Massachusetts

Bristol,

vs. New Bedford, February 16th

1952

Then personally appeared the above named George L. White

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

Henry A. Bartkiewicz
 Henry A. Bartkiewicz
 Notary Public - Bristol, Mass.

My Commission expires March 30, 1956.

Received & recorded April 17, 1952 at 3 P.M. & 42 min. P.M.

BRISTOL COUNTY
 REGISTRY OF DEEDS
 PREVENT ONLY

BRISTOL COUNTY
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BRISTOL COUNTY
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3009

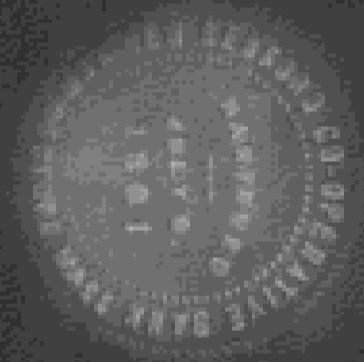
The NEW BEDFORD CO-OPERATIVE BANK, holder of a mortgage
 from Rose A. Patnaude and Beatrice L. Viens
 to it, dated February 16, 1949 recorded with Bristol County S. D. Registry
 of Deeds, Book 946 Page 81 and Registered with the South Bristol
 Registry District as Document 11301 noted on Certificate of Title
 No. 4304 in Registration Book 20, Page 281.

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 17th day of April 1952

NEW BEDFORD CO-OPERATIVE BANK

By *Eugene F. Phelan*
 Treasurer



COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. April 17, 1952

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. Whitten

CECIL H. WHITTEN Notary Public
 My Commission Expires Dec. 21, 1952

My commission expires 4*

Received & recorded April 17 1952, at 9 hrs & 45 min A.M.

BRISTOL COUNTY
 REGISTRY OF DEEDS
 NEW BEDFORD

BRISTOL COUNTY (S. D.)
 REGISTRY OF DEEDS
 NEW BEDFORD

BRISTOL COUNTY
 REGISTRY OF DEEDS
 NEW BEDFORD

BRISTOL COUNTY (S. D.)
 REGISTRY OF DEEDS
 NEW BEDFORD

BRISTOL COUNTY
 REGISTRY OF DEEDS
 NEW BEDFORD

BRISTOL COUNTY
 REGISTRY OF DEEDS
 NEW BEDFORD

BRISTOL COUNTY
 REGISTRY OF DEEDS
 NEW BEDFORD

1047 12

3033

KNOW ALL MEN BY THESE PRESENTS:

That We, Paul B. Dwelly and Dorothy F. Dwelly, husband and wife, of Fall River, Bristol County, Massachusetts, being unmarried, for consideration paid, grant to Clara B. Bowen, widow, of Fall River,

of said County and Commonwealth with warranty hereunto

the land in said Westport, together with all buildings and improvements thereon, bounded and described as follows:--

[Description and acreage, if any]

Beginning at a stake on the Easterly side of Old County Road, in said Westport, thence forming an interior angle of 97° 8' 10" and running 426.32 feet to a drill hole in a stone wall; thence forming an exterior angle of 87° 15' 40" and running by said stone wall, 43.27 feet to a drill hole for a corner; thence forming an interior angle of 91° 11' 00" and running 474.70 feet to a drill hole in a stone wall for a corner; thence forming an interior angle of 172° 38' 10" and running by said stone wall, 234.6 feet to a drill hole for a corner; thence forming an interior angle of 98° 03' 10", and running by a stone wall, 270.6 feet to a drill hole for a corner; thence turning an interior angle of 89° 19' 20" and running by lands of parties unknown, 1122 feet, partly by a stone wall to a drill hole in a wall, in the Easterly side of said Old County Road; thence turning and running by the Easterly side of said Road, 171.84 feet to a stake and the point of beginning, containing 5.61 acres of land, more or less.

Being part of the premises conveyed to these grantors by deed of Henrietta B. Administratrix of the Estate of John T. Marsden, by deed dated November 29, 1951, and recorded in the Bristol County South District Registry of Deeds, Book 1036, Page 3.

NO STAMPS REQUIRED

And We, Paul B. Dwelly and Dorothy F. Dwelly, husband and wife, of said grantors,

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

Witness our hand and seal this 16th day of April 1952

Witnesses: Alfred J. Pomeroy and Paul B. Dwelly
John J. Pomeroy and Dorothy F. Dwelly

The Commonwealth of Massachusetts

Bristol, ss. Fall River, April 16th 1952

Then personally appeared the above named Paul B. Dwelly and Dorothy F. Dwelly

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

Henry W. Bennett
Notary Public

My Commission expires 9/26/54

Received & recorded April 18 1952 at 9:10 a.m.

2804

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ARTICLE ONE

DEFINITIONS

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10/1/58
1263-93

Due
1-18-53
154-579

REGISTERED
REGISTERED
REGISTERED

1047
13

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FIRST MORTGAGE AND DEED OF TRUST dated as of March 1, 1951, between Algonquin Gas Transmission Company, a corporation organized and existing under the laws of the State of Delaware and having a principal place of business at 10 Post Office Square, Boston, Massachusetts (hereinafter called the Company), Old Colony Trust Company, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, having its corporate trust office at 45 Milk Street, Boston, Massachusetts, and John J. Walsh of 5 Holiday Street, Dorchester, Boston, Massachusetts (hereinafter called respectively the Trustee and the Individual Trustee and together the Trustees), as Trustees.

WHEREAS the Company deems it necessary from time to time to issue its Bonds for its proper corporate purposes and to mortgage and pledge its property as security therefor and has duly authorized the issue of its Bonds in one or more series under the terms of this Mortgage; and

WHEREAS in order to secure the payment of the principal of, premium, if any, and interest on said Bonds, to provide for the authentication and delivery thereof by the Trustee and to establish and declare the terms and conditions upon which the Bonds are to be issued and secured, the Company has duly authorized and directed the execution and delivery of this Mortgage; and

WHEREAS all action on the part of the Company necessary to authorize an initial issue hereunder of not to exceed \$37,000,000 principal amount of Bonds of a series to be designated First Mortgage Pipeline Bonds, 3 3/4 % Series due 1971 (hereinafter called "Bonds of the 1971 Series") has been duly taken; and

WHEREAS the texts of the coupon Bonds of the 1971 Series, the interest coupons appertaining thereto and the authentication certificate of the Trustee to be endorsed thereon, of the registered Bonds without coupons of said Series, the authentication certificate of the Trustee and the endorsement for assignment to be endorsed thereon, and of the stamp tax legend for all Bonds, are to be substantially in the following forms, respectively:

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(FORM OF COURT BOND OF THE 1971 SERIES)

No. M \$1,000

ALGONQUIN GAS TRANSMISSION COMPANY

First Mortgage Pipeline Bond, 3 3/4 % Series due 1971

ALGONQUIN GAS TRANSMISSION COMPANY (hereinafter called the Company), a corporation of the State of Delaware, for value received, hereby promises to pay to bearer, or, if this Bond be registered as to principal, to the registered holder hereof, on the first day of September 1971, One Thousand Dollars (\$1,000), in coin or currency of the United States of America which at the time of payment shall be legal tender for public and private debts, and to pay interest thereon from March 1, 1951, at the rate of 3 3/4 % per annum, payable in like coin or currency semi-annually on March 1 and September 1 in each year until the principal hereof shall have become due and payable, and to pay interest on any overdue principal and (to the extent that payment of such interest is enforceable under applicable law) on any overdue installment of interest at the rate of six per cent. (6%) per annum. Principal, premium, if any, and interest shall be payable at the corporate trust office in Boston, Massachusetts, of the Old Colony Trust Company or its successor as Trustee under the Mortgage hereinafter described, or at the option of the holder hereof in the Borough of Manhattan, The City of New York, at the principal office of the Chemical Bank & Trust Company or at the principal or other office of such other paying agent therein as the Company may appoint. The interest accrued on the principal hereof prior to such principal becoming due and payable shall be paid only upon presentation and surrender, and according to the tenor, of the interest coupons hereto annexed as they severally mature.

This Bond is one of a duly authorized issue of Bonds of the Company (hereinafter called the Bonds) issued and to be issued in series (which may vary as to date of maturity, interest rate, sinking fund and otherwise as provided in the Mortgage) under, and all equally and ratably secured by a First Mortgage and Deed of Trust dated as of March 1, 1951 (hereinafter referred to as the Mortgage), executed by the Company to Old Colony Trust Company and John J. Walsh, as Trustees (hereinafter collectively referred to as the Trustees), to which Mortgage and all indentures supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the holders

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of the Bonds and the annexed coupons and of the Trustees and of the Company in respect of such security, and the terms and conditions upon which the Bonds are and are to be issued and secured.

The Bonds are issuable in series which may vary as provided or permitted in the Mortgage. This Bond is one of a series of Bonds entitled First Mortgage Pipeline Bonds, 3 3/4% Series due 1971 (hereinafter referred to as Bonds of the 1971 Series) limited to not exceed \$27,000,000 in principal amount as provided in the Mortgage.

The Bonds of the 1971 Series are subject to redemption as a whole, or from time to time in part, and if in fully registered form in portions of \$1,000 or multiples thereof, at any time prior to maturity upon at least thirty days' prior notice given as provided in the Mortgage, at the option of the Company, all as more fully provided in the Mortgage, at 103.75 per cent of the principal amount thereof if redeemed prior to July 1, 1962 and at the following percentages of the principal amounts thereof, if redeemed during the twelve months' period beginning July 1 in each of the following years except the last period which shall be as indicated:

July 1, 1962	103.55%	July 1, 1962	101.55%
July 1, 1963	103.35	July 1, 1963	101.35
July 1, 1964	103.15	July 1, 1964	101.15
July 1, 1965	102.95	July 1, 1965	100.95
July 1, 1966	102.75	July 1, 1966	100.75
July 1, 1967	102.55	July 1, 1967	100.55
July 1, 1968	102.35	July 1, 1968	100.35
July 1, 1969	102.15	July 1, 1969	100.15
July 1, 1969	101.95	July 1, 1970 to Aug-	
July 1, 1961	101.75	ust 31, 1971	100.00

together in each case with accrued interest to the date fixed for redemption. The Bonds of the 1971 Series are also subject to redemption as a whole at any time, upon at least thirty days prior notice given as provided in the Mortgage, at the principal amount thereof plus accrued interest to the date of redemption, if redeemed by moneys received for all or substantially all of the property of the Company taken by eminent domain or from a sale thereof in anticipation of such taking or from a sale thereof under a right acquired by a public authority in connection with a franchise or similar privilege granted by it to the Company, all as more fully provided in the Mortgage.

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The Bonds of the 1971 Series are entitled to the benefit of the sinking fund provided for in the Mortgage, and in the manner and to the extent provided in the Mortgage, the Bonds of the 1971 Series are subject to redemption on any January 1 or July 1 beginning July 1, 1954 through the operation of the sinking fund upon at least thirty days' prior notice given as provided in the Mortgage, at the principal amount thereof together with accrued interest to the date fixed for redemption.

If this Bond is called for redemption it shall cease to bear interest after the date fixed for redemption unless the Company shall fail to pay the redemption price when this Bond is presented for payment in accordance with the terms of the redemption notice.

If an event of default, as defined in the Mortgage, shall occur, the principal of this Bond and all other Bonds at any time outstanding under the Mortgage may become or be declared due and payable in the manner and with the effect provided in the Mortgage. The Mortgage provides that such declaration may in certain events be waived by the holders of a majority in principal amount of the Bonds outstanding.

This Bond is transferable by delivery unless registered as to principal in the name of the holder on books of the Company to be kept for such purpose at the corporate trust office in Boston, Massachusetts of Old Colony Trust Company or of its successor as Trustee under the Mortgage, or at the office or agency of the Company in the Borough of Manhattan, The City of New York, such registration being noted hereon. After such registration, no transfer hereof shall be valid unless made upon said books by the registered owner in person or by attorney authorized in writing and similarly noted hereon; but this Bond may be discharged from registration by being, in like manner, transferred to bearer, and thereupon transferability by delivery shall be restored, but again and from time to time this Bond may be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the coupons for interest hereto annexed, which shall continue to be payable to bearer and to be transferable by delivery only, and payment to the bearer thereof shall fully discharge the Company in respect of the interest therein mentioned, whether or not this Bond is registered as to principal.

This Bond, either alone or with other Bonds of the same series, may be exchanged upon the surrender thereof with all unexpired coupons attached, to Old Colony Trust Company or its successor

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ASTOR COUNTY
REGISTRY OF DEEDS
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as Trustee under the Mortgage, at its corporate trust office in Boston, Massachusetts, or at the office or agency of the Company in the Borough of Manhattan, The City of New York, for registered Bonds without coupons of authorized denominations, of the same series and of the same aggregate principal amount, upon payment of reasonable charges and subject to the terms and conditions set forth in the Mortgage.

The Company, the Trustees and any paying agent may deem and treat the bearer of this Bond, or if this Bond is registered as to principal as herein authorized the person in whose name this Bond is registered, and the bearer of any interest coupon appurtenant hereto whether or not this Bond shall be registered as to principal, as the absolute owner of this Bond or such coupon, as the case may be (whether or not this Bond or such coupon shall be overdue), for the purpose of receiving payment thereof or on account thereof and for all other purposes, and neither the Company, the Trustees nor any paying agent shall be affected by any notice to the contrary.

To the extent permitted by, and as provided in, the Mortgage, certain modifications or alterations of the Mortgage, or of any indenture supplemental thereto, and of the rights and obligations of the Company and of the holders of the Bonds and coupons may be made with the consent of the Company, upon the written consent of the holders of not less than 66 $\frac{2}{3}$ % in principal amount of the Bonds then outstanding, or by an affirmative vote of not less than 66 $\frac{2}{3}$ % in principal amount of the Bonds entitled to vote then outstanding, at a meeting of Bondholders called and held as provided in the Mortgage, and, except for the voting rights of the holders of the Bonds under Article Twelve of the Mortgage, in case one or more but less than all of the series of Bonds then outstanding under the Mortgage are so affected, upon the written consent of the holders of not less than 66 $\frac{2}{3}$ % in principal amount of the Bonds of each series then outstanding and affected by such modification or alteration or by an affirmative vote of not less than 66 $\frac{2}{3}$ % in principal amount of the Bonds of each series entitled to vote then outstanding and affected by such modification or alteration; provided, however, that no such modification or alteration shall be made which will affect the terms of payment of the principal or of interest or premium, if any, on this Bond, or permit the creation of any lien equal or prior to the lien of the Mortgage or deprive the holder hereof of the benefit of the lien on the mortgaged property, or reduce the percentage of the principal amount of the Bonds required for any modification or alteration of the Mortgage.

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ASTOR COUNTY
REGISTRY OF DEEDS
PREVENTED

ASTOR COUNTY (1870)
REGISTRY OF DEEDS
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REGISTRY OF DEEDS
PREVENTED

ASTOR COUNTY
REGISTRY OF DEEDS
PREVENTED

STOR COUNTY (S. 2011)
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No recourse shall be had for the payment of the principal of, premium, if any, or the interest on this Bond, or for any claim based directly or indirectly on this Bond or the Mortgage or any indenture supplemental thereto, against any incorporator, stockholder, director or officer, as such, past, present or future, of the Company or of any predecessor or successor corporation, or of the Trustee, either directly or through the Company or any predecessor or successor corporation regardless of the nature of such claim, all such liability being, by the acceptance hereof and as a part of the consideration for the issue hereof, expressly waived and released by every holder hereof, and being released by the Mortgage.

Neither this Bond nor any of the annexed coupons shall be valid or become obligatory for any purpose, until the authentication certificate hereon shall have been signed by Old Colony Trust Company, or its successor, as Trustee under the Mortgage.

In Witness Whereof, the Company has caused this Bond to be signed in its name by its President or one of its Vice Presidents or its Treasurer and its corporate seal to be impressed hereon or a facsimile thereof to be imprinted hereon and attested by its Secretary or one of its Assistant Secretaries, and coupons for said interest bearing the facsimile signature of its Treasurer to be hereunto attached.

Dated March 1, 1931.

ALGONQUIN GAS TRANSMISSION COMPANY,

By
President,
Vice President,
Treasurer.

Attest:

.....
Secretary,
Assistant Secretary.

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(FORM OF INTEREST COUPON)

On the 1st first day of March (September) 19 (unless the Bond hereinafter described shall have been duly called for previous redemption and payment thereof duly provided for), upon surrender of this coupon, Algonquin Gas Transmission Company will pay to bearer, Eighteen and 75/100 dollars (\$18.75), in any coin or currency of the United States of America which at the time of payment shall be legal tender for public and private debts, being six months' interest then due on its First Mortgage Pipeline Bond, 3 3/4% Series due 1971, No.

Treasurer.

(FORM OF TRUSTEE'S CERTIFICATE)

This is one of the coupon Bonds of the 1971 Series referred to in the within-mentioned Mortgage.

OLD COLONY TRUST COMPANY, Trustee.

By Authorized Officer.

(FORM OF FULLY REGISTERED BOND OF THE 1971 SERIES)

No. \$

ALGONQUIN GAS TRANSMISSION COMPANY

First Mortgage Pipeline Bond, 3 3/4% Series due 1971

ALGONQUIN GAS TRANSMISSION COMPANY (hereinafter called the Company), a corporation of the State of Delaware, for value received, hereby promises to pay to or registered assigns, on the first day of September 1971, Dollars (\$), in coin or currency of the United States of America which at the time of payment shall

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be legal tender for public and private debts, and to pay interest thereon from the date hereof, at the rate of 3% per annum, payable in like coin or currency semiannually on March 1 and September 1 in each year until the principal hereof shall have become due and payable, and to pay interest on any overdue principal and (to the extent that payment of such interest is enforceable under applicable law) on any overdue installment of interest at the rate of six per cent. (6%) per annum. Unless notified in writing to the contrary by the registered holder hereof, interest shall be mailed by check to the registered holder at his address on the books of the Company. If the Company is so notified, interest shall be payable thereafter at the places where the principal will be payable as provided below. Principal and premium, if any, shall be payable at the corporate trust office in Boston, Massachusetts, of the Old Colony Trust Company or its successor as Trustee under the Mortgage hereinafter described, or at the option of the holder hereof in the Borough of Manhattan, The City of New York, at the principal office of the Chemical Bank & Trust Company or at the principal or other office of such other paying agent therein as the Company may appoint.

This Bond is one of a duly authorized issue of Bonds of the Company (hereinafter called the Bonds) issued and to be issued in series (which may vary as to date of maturity, interest rate, sinking fund and otherwise) under, and all equally and ratably secured by a First Mortgage and Deed of Trust dated as of March 1, 1951 (hereinafter referred to as the Mortgage), executed by the Company to Old Colony Trust Company and John J. Walsh, as Trustees (hereinafter collectively referred to as the Trustees), to which Mortgage and all indentures supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the holders of the Bonds and of the Trustees and of the Company in respect of such security, and the terms and conditions upon which the Bonds are and are to be issued and secured.

The Bonds are issuable in series which may vary as provided or permitted in the Mortgage. This Bond is one of a series of Bonds entitled First Mortgage Pipeline Bonds, 3% Series due 1971 (hereinafter referred to as Bonds of the 1971 Series) limited to not exceed \$27,000,000 in principal amount as provided in the Mortgage.

The Bonds of the 1971 Series are subject to redemption as a whole, or from time to time in part, and if in fully registered form in portions

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of \$1,000 or multiples thereof, at any time prior to maturity, upon at least thirty days' prior notice given as provided in the Mortgage, at the option of the Company, all as more fully provided in the Mortgage, at 103.75 per cent of the principal amount thereof if redeemed prior to July 1, 1952, and at the following percentages of the principal amounts thereof, if redeemed during the twelve months' period beginning July 1 in each of the following years except the last period which shall be as indicated:

July 1, 1952	103.55%	July 1, 1962	101.55%
July 1, 1953	103.35	July 1, 1963	101.35
July 1, 1954	103.15	July 1, 1964	101.15
July 1, 1955	102.95	July 1, 1965	100.95
July 1, 1956	102.75	July 1, 1966	100.75
July 1, 1957	102.55	July 1, 1967	100.55
July 1, 1958	102.35	July 1, 1968	100.35
July 1, 1959	102.15	July 1, 1969	100.15
July 1, 1960	101.95	July 1, 1970 to Aug-	
July 1, 1961	101.75	ust 31, 1971	100.00

together in each case with accrued interest to the date fixed for redemption. The Bonds of the 1971 Series are also subject to redemption as a whole at any time, upon at least thirty days prior notice given as provided in the Mortgage, at the principal amount thereof plus accrued interest to the date of redemption, if redeemed by moneys received for all or substantially all of the property of the Company taken by eminent domain or from a sale thereof in anticipation of such taking or from a sale thereof under a right acquired by a public authority in connection with a franchise or similar privilege granted by it to the Company, all as more fully provided in the Mortgage.

The Bonds of the 1971 Series are entitled to the benefit of the sinking fund provided for in the Mortgage, and in the manner and to the extent provided in the Mortgage, the Bonds of the 1971 Series are subject to redemption on any January 1 or July 1 beginning July 1, 1954 through the operation of the sinking fund upon at least thirty days' prior notice given as provided in the Mortgage, at the principal amount thereof together with accrued interest to the date fixed for redemption.

If this Bond or any portion thereof is called for redemption this Bond or such portion shall cease to bear interest after the date fixed for redemption unless the Company shall fail to pay the redemption price when this Bond is presented for payment in accordance with the terms of the redemption notice.

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BOSTON COUNTY (S. 2001)
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If an event of default, as defined in the Mortgage, shall occur, the principal of this Bond and all other Bonds at any time outstanding under the Mortgage may become or be declared due and payable in the manner and with the effect provided in the Mortgage. The Mortgage provides that such declaration may in certain events be waived by the holders of a majority in principal amount of the Bonds outstanding.

This Bond is transferable by the registered owner hereof in person or by attorney authorized in writing, on books of the Company to be kept for such purpose at the corporate trust office in Boston, Massachusetts, of Old Colony Trust Company or its successor as Trustee under the Mortgage, or at the office or agency of the Company in the Borough of Manhattan, The City of New York, upon surrender and cancellation of this Bond accompanied by a written instrument of transfer and on payment of reasonable charges, and upon any such transfer a new registered Bond without coupons of the same series and maturity for the same aggregate principal amount will be issued to the transferee in exchange for this Bond.

This Bond either alone or with other Bonds of the same series, may be exchanged upon surrender thereof accompanied by a written instrument of transfer to Old Colony Trust Company or its successor as Trustee under the Mortgage, at its corporate trust office in Boston, Massachusetts, or at the office or agency of the Company in the Borough of Manhattan, The City of New York, for other registered Bonds without coupons of the same series and of the same aggregate principal amount, but of a different denomination or denominations, and this Bond may upon surrender thereof as aforesaid, be exchanged for one or more coupon Bonds of the same series and of the same aggregate principal amount of the denomination of \$1,000 each, accompanied by appropriate coupons, all upon payment of reasonable charges and subject to the terms and conditions set forth in the Mortgage.

The Company, the Trustees and any paying agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon, and for all other purposes, and neither the Company, the Trustees nor any paying agent shall be affected by any notice to the contrary.

To the extent permitted by, and as provided in, the Mortgage, certain modifications or alterations of the Mortgage, or of any indenture supplemental thereto, and of the rights and obligations of the

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BOSTON COUNTY
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Company and of the holders of the Bonds and coupons may be made with the consent of the Company, upon the written consent of the holders of not less than 66 $\frac{2}{3}$ % in principal amount of the Bonds then outstanding, or by an affirmative vote of not less than 66 $\frac{2}{3}$ % in principal amount of the Bonds entitled to vote then outstanding, at a meeting of Bondholders called and held as provided in the Mortgage, and, except for the voting rights of the holders of the Bonds under Article Twelve of the Mortgage, in case one or more but less than all of the series of Bonds then outstanding under the Mortgage are so affected, upon the written consent of the holders of not less than 66 $\frac{2}{3}$ % in principal amount of the Bonds of each series then outstanding and affected by such modification or alteration or by an affirmative vote of not less than 66 $\frac{2}{3}$ % in principal amount of the Bonds of each series entitled to vote then outstanding and affected by such modification or alteration; provided, however, that no such modification or alteration shall be made which will affect the terms of payment of the principal of or interest or premium, if any, on this Bond, or permit the creation of any lien equal or prior to the lien of the Mortgage or deprive the holder hereof of the benefit of the lien on the mortgaged property, or reduce the percentage of the principal amount of the Bonds required for any modification or alteration of the Mortgage.

No recourse shall be had for the payment of the principal of, premium, if any, or the interest on this Bond, or for any claim based directly or indirectly on this Bond or the Mortgage or any indenture supplemental thereto, against any incorporator, stockholder, director or officer, as such, past, present or future, of the Company or of any predecessor or successor corporation, or of the Trustee, either directly or through the Company or any predecessor or successor corporation regardless of the nature of such claim, all such liability being, by the acceptance hereof and as a part of the consideration for the issue hereof, expressly waived and released by every holder hereof, and being released by the Mortgage.

This Bond shall not be valid or become obligatory for any purpose, until the authentication certificate hereon shall have been signed by Old Colony Trust Company, or its successor, as Trustee under the Mortgage.

IN WITNESS WHEREOF, the Company has caused this Bond to be signed in its name by its President or one of its Vice Presidents or its Treasurer and its corporate seal to be impressed hereon or a

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facsimile thereof to be imprinted hereon and attested by its Secretary or one of its Assistant Secretaries.

Dated.....

ALGONQUIN GAS TRANSMISSION COMPANY,

By
President.
Vice President.
Treasurer.

Attest:

.....
Secretary.
Assistant Secretary.

(FORM OF TRUSTEE'S CERTIFICATE.)

This is one of the fully registered Bonds of the 1971 Series referred to in the within-mentioned Mortgage.

OLD COLONY TRUST COMPANY,
Trustee.

By
Authorized Officer.

(FORM OF ENDORSEMENT)

For Value Received the undersigned hereby sells, assigns, and transfers unto the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

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attorney to transfer said Bond on the books of the Company, with full power of substitution in the premises.

Dated:

In the presence of

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

(FORM OF STAMP TAX LEGEND FOR ALL BONDS.)

The Federal revenue tax on the issue of this Bond has been paid by affixing to the Mortgage, and by duly canceling, the required stamps; and;

Whereas, all acts and proceedings required by law and by the charter and by-laws of the Company, including all action requisite on the part of its stockholders, directors and officers necessary to make the Bonds of the 1971 Series, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, and to constitute this Mortgage a valid and binding First Mortgage and Deed of Trust for the security of the Bonds, in accordance with its and their terms, have been done and taken; and the execution and delivery of this Mortgage have been duly authorized;

Now, THEREFORE, THIS MORTGAGE WITNESSETH, that, in order to secure the payment of the principal of, premium, if any, and interest on all Bonds at any time outstanding under this Mortgage according to their tenor and effect, and to secure the performance and observance of all covenants and conditions therein and herein contained, and to declare the terms and conditions upon and subject to which the Bonds are and are to be issued and secured, and for and in consideration of

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ASTOR COUNTY REGISTER
PROPERTY ONLY

ASTOR COUNTY REGISTER
PROPERTY ONLY

ASTOL COUNTY (S. D.)
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the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the holders thereof, and of the sum of \$1 duly paid to the Company by the Trustees at or before the encasing and delivery hereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company has executed and delivered this Mortgage, and by these presents does grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm and warrant unto the Trustees the following described property, rights, privileges and franchises:

1. *Pipe Line*

All pipe lines for natural gas to be acquired or constructed by or for the Company, situated in the States of New Jersey, New York, Connecticut, Rhode Island and Massachusetts, together with (a) all surface leases, surface rights, rights of way, servitudes, easements, permits and grants for the laying, maintenance and operation of said pipe lines, (b) all of the franchises, privileges, permits, grants and leases of the Company for the laying, maintenance and operation of said pipe lines in, on, over and under lands, roads, railroads, rivers, canals, ditches, bridges, public grounds or structures, or elsewhere and all rights incident thereto, and (c) all compressor stations, buildings, equipment, machinery, tools, appliances, pipes, compressors, pumps, boilers, engines, tanks, conduits, fittings, valves, connections, cathodic or electrical protection units, by-passes, regulators, drips, meters, gauges, and measuring stations and all telephone lines and electric power lines of the Company, together with easements and rights of way for constructing, maintaining, replacing and operating the same, including all structures, poles, wires, tools and appliances and other property used in connection therewith and all other real and personal property of the Company now owned or hereafter acquired except that which is hereinafter specifically exempted from the lien of this Mortgage. Without limiting the generality of the foregoing, there shall be included in the foregoing grant under this Mortgage (a) the rights of way, easements and other interests in land more particularly described in Schedule A hereto attached and hereby made a part of this Mortgage as fully as if set forth herein at length, and (b) the following pipe lines and the equipment appurtenant thereto to be constructed by the Company substantially as follows (all distances being approximate):

- (1) Main line of 150 miles of 26-inch pipe, extending from a point of connection with the main line of Texas Eastern Trans-

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mission Corporation near Lambertville, New Jersey, through New Jersey and New York State to a point south of Hartford, Connecticut;

(2) Main line of 103.6 miles of 24-inch pipe, extending as a continuation of the 26-inch main line from the point south of Hartford mentioned above to a point known as Boston Junction, near Boston, Massachusetts;

(3) Denville Lateral: 7.2 miles of 4-inch pipe, extending from the 26-inch main line at a point northwest of Newark, New Jersey, to Denville, New Jersey;

(4) Waterbury Lateral: 1.0 miles of 6-inch pipe, extending from a point on the 26-inch main line due north to Waterbury, Connecticut;

(5) New Haven Lateral: 5.8 miles of 12-inch pipe and approximately 16.2 miles of 10-inch pipe, extending in a southeasterly direction from a point on the 26-inch main line to the vicinity of New Haven, Connecticut;

(6) Hartford Lateral: 9.0 miles of 10-inch pipe, extending from the junction of the 26-inch and 24-inch main lines in a northeasterly direction to the vicinity of Hartford, Connecticut;

(7) New London Lateral: 31.1 miles of 6-inch pipe, 20.5 miles of 4-inch pipe and 1.4 miles of 3-inch pipe, extending from a point on the 24-inch main line northwest of Willimantic in a southeasterly direction to Willimantic, Norwich, New London and Pawcatuck, Connecticut, and to Westerly, Rhode Island;

(8) Putnam Lateral: 2.6 miles of 3-inch pipe, extending from a point on the 24-inch main line in an easterly direction to Putnam, Connecticut;

(9) Providence Lateral: 21.4 miles of 16-inch pipe, 18.4 miles of 12-inch pipe, 23.7 miles of 10-inch pipe, 7.5 miles of 8-inch pipe, 31.4 miles of 6-inch pipe and 21.7 miles of 4-inch pipe, extending from a point on the 24-inch main line in a southeasterly direction to Providence, Pawtucket, Bristol, Warren and Newport, Rhode Island, and to New Bedford, Plymouth, Buzzards Bay, Fall River and Taunton, Massachusetts;

(10) Milford Lateral: 1.5 miles of 3-inch pipe, extending from a point on the 24-inch main line in a northerly direction to Milford, Massachusetts;

(11) Dedham Lateral: 13.1 miles of 10-inch pipe, 12.8 miles of 8-inch pipe and 8.1 miles of 6-inch pipe, extending in a southeasterly direction from a point on the 24-inch main line to Dedham

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and Hyde Park, Norwood, Brockton, and East Braintree, Massachusetts.

(12) Boston Lateral: 9.7 miles of 22-inch pipe, 7.8 miles of 18-inch pipe and 2.3 miles of 14-inch pipe, extending in an easterly direction from the terminus of the 24-inch main line at Boston Junction to Cambridge, North Cambridge, and Everett, Massachusetts.

together with the easements for constructing, maintaining, replacing and operating the same. Such pipe lines will be located in the following counties of said states:

NEW JERSEY

- Hunterdon
- Somerset
- Morris
- Passaic
- Bergen

NEW YORK

- Rockland

RHODE ISLAND

- Providence
- Bristol
- Newport
- Washington

CONNECTICUT

- Fairfield
- New Haven
- Hartford
- Middlesex
- New London
- Windham
- Tolland

MASSACHUSETTS

- Bristol
- Plymouth
- Norfolk
- Barnstable
- Worcester
- Middlesex
- Suffolk

2. Real Estate Held or to Be Held in Fee

All parcels of land, together with all buildings, structures, machinery, pipe lines, compressors, equipment and appliances situated on such lands and appurtenances thereto, and also including all equipment, appliances and appurtenances of every kind and nature whatsoever used or for use as a part of such properties now owned or hereafter acquired by the Company located in any of the Counties named above in the States of New Jersey, New York, Connecticut, Rhode Island and Massachusetts.

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3. Gas Purchase Contract.

All the right, title and interest of the Company under, in and to the agreement dated May 16, 1951, between Texas Eastern Transmission Corporation, a Delaware corporation, and the Company relating to the sale by Texas Eastern Transmission Corporation to the Company of not more than 220,000 Mcf per day of natural gas; but without assumption on the part of the Trustees of any liability for the performance of any obligations or duties thereunder and the Company shall remain liable to observe and perform all of the conditions and covenants in said contract provided to be observed and performed by it. A duplicate original of said contract and an appropriate instrument of assignment and pledge and mortgage, have been lodged with the Trustee concurrently with the execution hereof.

All the right, title and interest of the Company under, in and to all contracts providing for the purchase of gas by the Company, hereafter entered into by the Company and which the Company is required by Section 10.18 hereof to assign to, pledge and mortgage hereunder with, the Trustees.

4. Gas Sales Contracts.

All the right, title and interest of the Company under, in and to all the following contracts with respect to the sale and delivery of natural gas by the Company:

Purchaser	Mcf maximum daily volume	Date
Boston Consolidated Gas Company	46,054	May 21, 1951
Cambridge Gas Light Company	17,426	May 21, 1951
Dedham and Hyde Park Gas Company	4,978	May 21, 1951
New Bedford Gas & Edison Light Company	14,836	May 21, 1951
The Newport Gas Light Company	3,734	May 21, 1951
Old Colony Gas Company	5,601	May 21, 1951
Providence Gas Company	24,206	May 21, 1951
	116,935	

but without assumption on the part of the Trustees of any liability for the performance of any obligations or duties thereunder and the Com-

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pany shall remain liable to observe and perform all of the conditions and covenants in said contracts provided to be observed and performed by it. Duplicate originals of said contracts, and appropriate instruments of assignment and pledge and mortgage, have been lodged with the Trustee simultaneously with the execution hereof.

All the right, title and interest of the Company under, in and to all contracts providing for the sale and delivery of gas by the Company, hereafter entered into by the Company, which the Company is required by Section 10.18 to assign to, pledge and mortgage hereunder with, the Trustees.

5. *Franchise, etc.*

All corporate, federal, state, municipal and other permits, consents, licenses, bridge licenses, bridge rights, river permits, franchises (other than the franchise to be a corporation), grants, privileges and immunities, of every kind and description, now belonging to or which may hereafter be owned, held, possessed or enjoyed by the Company and all renewals, extensions, enlargements and modifications of any of them.

6. *Moneys Deposited Hereunder.*

All moneys constituting the construction fund deposited or to be deposited pursuant to the provisions of Article Three hereof, and all other moneys at any time deposited or required to be deposited with the Trustees, or either of them, pursuant to any provision of this Mortgage.

7. *General.*

Without in any way limiting anything hereinbefore or hereinafter described, all and singular the lands, real estate, chattels real, interests in land, leaseholds, ways, rights of way, easements, servitudes, permits and licenses, transportation systems, together with their extensions, distribution branches, branch lines, pipe lines, pipe line equipment, pipe, compressor stations, pumping stations, meters, meter houses, regulators, drips, reducers, valves, gates, compressors, tanks, gas tanks, railroad tracks, telephone and telegraph lines, poles, wires, auxiliary equipment, fittings, plants, buildings, structures, erections and constructions, with their fixtures and appurtenances, machines, mechanical

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equipment, electrical equipment, boilers, motors, engines, pumps, machine shops, tools, and all property, of any nature, appertaining to any of the pipe lines, business or operations of the Company, whether affixed to the realty, used in the operation of any of the premises or pipe lines, or otherwise, which are now owned or which may hereafter be owned or acquired by the Company and the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and of every part and parcel thereof, and all the estate, right, title, interest, property, claim and demand of every nature whatsoever of the Company at law, in equity or otherwise howsoever in, of and to such property and every part and parcel thereof whether or not specifically subjected to the lien of this Mortgage by a supplemental indenture or other written instrument, it being the intention hereof that all property, real, personal and mixed and wheresoever situated now owned by the Company or hereafter acquired by the Company (other than property of the character embraced within the definition of excepted property as hereinafter set forth) shall be as fully embraced within and subject to the lien hereof as if such property were now owned by the Company and were specifically described herein and conveyed hereby.

8. *Property that may be Mortgaged or Pledged.*

Also any and all property of any kind or description (including, but without limitation, contracts and excepted property) which may from time to time after the date of this Mortgage by delivery or by writing of any kind be conveyed, mortgaged, pledged, assigned or transferred to the Trustees, or either of them, by the Company, or by any person, copartnership or corporation, with the consent of the Company, or otherwise as expressly permitted by the terms of this Mortgage and accepted by the Trustees, or either of them, to be held as part of the mortgaged property; and the Trustees are, and each of them is, hereby authorized to accept and receive any such property and any such conveyance, mortgage, pledge, assignment and transfer, as and for additional security hereunder, and to hold and apply any and all such property subject to and in accordance with the terms and provisions upon which such conveyance, mortgage, pledge, assignment or transfer shall be made.

Together with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid

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property or any part thereof, with the reversion and reversions, remainder and remainders, tolls, rents, revenues, issues, earnings, incomes, products and profits thereof, and all the estate, right, title, interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and every part and parcel thereof.

9. Excepted Property.

There is expressly excepted and excluded from the lien and operation of this Mortgage the following described property of the Company, whether now owned or hereafter acquired, herein sometimes referred to as "excepted property":

- A. Gas in pipe lines and in any other reservoirs used for storage of gas.
- B. All shares of stock, bonds, notes, evidences of indebtedness and other securities; all bills, notes and accounts receivable, cash on hand or in bank (other than cash required by any provision of the Mortgage to be deposited with the Trustee) and all contracts, judgments, demands and choses in action other than contracts, judgments, demands and choses in action now or hereafter existing expressly mortgaged or pledged hereunder or covenanted so to be.
- C. All fuel, materials and other personal property which are consumable in their use in the operation of the pipeline system of the Company; including stores and supplies of the Company.
- D. All aircraft, automobiles, trucks, tractors, bulldozers, machines, air compressors, ditching machines, excavators, back fillers, welding machines, miscellaneous cable tool equipment, and other similar vehicles and equipment.
- E. All equipment and materials not installed or to be installed as a part of the fixed property of the Company (other than equipment and materials acquired for the construction of the Pipe Line but not at the time installed as a part thereof) and all supplies acquired by the Company for use in the ordinary course of its business; and all office equipment, furniture and fixtures.
- F. All gas transportation lines, including rights-of-ways therefor and all equipment, appliances or other apparatus used in connection with the operation thereof, acquired, constructed or installed for others under express contract providing that the title thereto shall be reserved in the Company until payment therefor in full has been made by the party or parties for whom any such line and such rights-of-way, equipment, appliances or

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apparatus was acquired, constructed or installed; provided however, that prior to acquisition, construction or installation thereof the Company shall have delivered to the Trustee a certificate of the Company to which shall be annexed a copy of such contract, such certificate of the Company certifying that the copy of the contract annexed thereto is a true and correct copy of a contract entered into by the Company with the parties named in such contract; and provided further that such property shall cease to constitute excepted property if the party or parties for whom such property was acquired, constructed or installed shall, by reason of the breach of such contract or otherwise, cease to have the right to acquire title to such property.

G. Any materials, merchandise, appliances or supplies acquired for the purpose of resale or leasing to its customers in the ordinary course and conduct of the business of the Company or any materials or supplies held for consumption in operation or held in advance of use thereof for fixed capital purposes.

H. The last day of the term of any lease.

Provided, however, that if an event of default occurs and the Trustees or any receiver or trustee appointed for the purpose shall enter upon and take possession of the trust estate, the Trustees or such receiver or trustee may to the extent permitted by law take possession of the excepted property and use it as if such property were part of the trust estate, unless and until such default shall be remedied and possession of the trust estate restored to the Company.

To Have AND TO HOLD the trust estate and all and singular the lands, properties, estates, rights, franchises, privileges and appurtenances hereby mortgaged, conveyed, pledged or assigned, or intended so to be, together with all the appurtenances thereto appertaining, unto the Trustees and each of them and their successors and assigns, forever;

Subject, however, to the reservations, exceptions, limitations and restrictions contained in the several deeds, leases, easements, contracts or other instruments under which the Company may acquire title to or other rights in or rights to enjoy the use of the mortgaged properties; and subject also to permitted liens as hereinafter defined in Section 1.01 and, as to property hereafter acquired by the Company, to any liens thereon existing, and to any liens for unpaid portions of the purchase money placed thereon, at the time of such acquisition, but only to the extent that such liens are permitted by Sections 10.05 and 10.15;

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IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, for the equal and proportionate use, benefit, security and protection of those who from time to time shall be the holders or registered owners of the Bonds and coupons without any preference or priority of any one Bond or coupon over any other by reason of priority in the time of issue, sale or negotiation thereof or otherwise, except as provided in Section 10.02, and except as any sinking, amortization, improvement, renewal or other fund, established in accordance with the provisions of this Mortgage, may afford additional security for the Bonds of any particular series;

UPON CONSENT that, until the happening of an event of default (as defined in Section 12.01), the Company shall have the right to possess, use and enjoy the trust estate, except as limited in respect of money, securities and other personal property pledged or deposited with or required to be pledged or deposited with the Trustees or either of them hereunder, and to receive and use the rents, issues, income, revenues, earnings and profits therefrom; and

UPON THE FURTHER CONSENT that if the Company, its successors or assigns, shall pay to the holders and registered owners of the Bonds the principal of and the interest and the premium, if any, on the Bonds as stipulated therein and herein and shall discharge its obligations to the Trustees hereunder, this Mortgage shall be discharged and the estate and rights hereby granted shall cease and be void.

It is covenanted and agreed by the parties hereto that all Bonds and the coupons appertaining thereto are to be issued, authenticated and delivered, and that all property now or hereafter subject hereto is to be held, subject to the further covenants, conditions, uses and trusts hereinafter set forth, for the benefit of those who shall hold the Bonds and the coupons appertaining thereto.

ARTICLE ONE.

DEFINITIONS. EFFECT OF CERTIFICATES AND OPINIONS, REQUIRED STATEMENTS IN CERTIFICATES AND OPINIONS.

SECTION 1.01. Definitions. The terms defined in this Article One when used in this Mortgage or in any indentures supplemental hereto

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shall have the meanings herein specified unless the context otherwise requires. Unless herein otherwise defined or unless the context otherwise specifies or requires, all terms used in this Mortgage which are defined (expressly or by reference to the Securities Act of 1933, as amended) in the Trust Indenture Act of 1939 (as enacted prior to the date of this Indenture) shall have the meanings assigned to them in said Act.

Accountant and Engineer:

"Accountant" and "engineer" shall mean an accountant and engineer, respectively, appointed by the Company and approved by the Trustee, or appointed by the Trustee in the exercise of reasonable care, and paid by the Company. Such accountant or engineer may be in the regular employ of the Company and need not be an independent public accountant or independent engineer except as herein expressly required, or unless the Trustee shall in writing so require. Such engineer shall be an individual or a co-partnership or a corporation engaged in engineering work or business relating to the production or transmission of natural gas.

Affiliate:

"Affiliate" shall mean any corporation or person (other than the Company) which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Company. As used in this definition of "affiliate" the term "control" (including the terms "controlled by" or "under common control with") shall mean the ownership of 10% or more of the issued and outstanding shares of capital stock of any corporation having ordinary voting power for the election of directors whether or not at the same time stock of any other class or classes shall or might have voting power by reason of the happening of any contingency.

Application:

"Application" for the authentication and delivery of Bonds, or the release of property, or the withdrawal of cash, shall consist of such orders, resolutions, certificates, opinions, cash, securities and other instruments as are required to establish the right of the Company to the

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authentication and delivery of such Bonds, or to such release or to such withdrawal, as the case may be, and the date of such application shall be deemed to be the date upon which all of the foregoing required in the premises shall be delivered to the Trustee.

Appraiser:

"Appraiser" shall mean any corporation engaged in the business of appraising property or any qualified individual or co-partnership, not regularly engaged in the service of the Company or of any affiliate of the Company who shall be appointed by the Company and approved by the Trustee, or appointed by the Trustee in the exercise of reasonable care, and paid by the Company.

Articles, Sections, etc.:

All references herein to "Articles", "Sections" and other subdivisions are to the Articles, Sections or other subdivisions of this Mortgage; and the words "herein", "hereof", "hereby", "hereunder", "hereinbefore" and "hereinafter" and other equivalent words refer to this Mortgage and not to any particular Article, Section or other subdivision hereof.

Authorized Newspaper:

"Authorized newspaper" shall mean a newspaper customarily published on each full business day, printed in the English language and published and of general circulation in the city or town in connection with which the term is used.

Available Construction Cash:

"Available construction cash" shall mean the balance of cash owned by the Company (not in the construction fund) and available to be expended by the Company for the construction or acquisition of the Pipe Line which shall remain unexpended on the date of computation.

Bond, Bondholder:

"Bond" shall mean one of the Bonds authenticated hereunder, and "bondholder" and "holder" shall include both the bearer of a Bond not registered as to principal and the registered owner of a Bond

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registered as to principal or fully registered; "registered owner" shall mean the person in whose name any Bond shall be registered as to principal or fully registered.

Bondable Property, Bonded Property, Non-Bondable Property:

"Bondable property" shall mean all property additions as hereinafter defined.

"Bonded property" and property which has been bonded shall mean the Pipe Line and property additions which have been used as the basis for the withdrawal of deposited cash, or trust moneys, or moneys deposited with the Trustee in the construction fund, or for the issue of additional Bonds or for the release of property or to offset retirements or to satisfy any other condition for which property additions may be evidenced to the Trustee. Bonded property may not thereafter be used again for any such purposes unless it has been released from the lien of this Mortgage and has thereafter been subjected to such lien without having been bonded, in which case it shall be reinstated as bondable property if it qualifies as such in other particulars.

Bondable Property Additions: See Property Additions.

Bonded Cash:

"Bonded cash" shall mean any of the following: —

Cash deposited with the Trustee as the basis for the issue of additional Bonds.

Cash deposited with the Trustee or the trustee or other holder of a prior lien to obtain the release of or representing the proceeds of the taking by eminent domain or of the purchase by a public authority or of any other disposition of, or of insurance on, any bonded property.

Cash held in the sinking fund for the Bonds of the 1971 Series.

Cash held by the Trustee in any sinking, amortization, improvement or other analogous fund, if any, which may hereafter be created in accordance with the provisions of this Mortgage, but only to the extent that the supplemental indenture or other instrument creating such fund provides such cash shall be bonded cash.

Cash held by the Trustee under Section 10.21 upon the completion of the Pipe Line.

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Cash held by the Trustee for the payment or redemption of a prior lien if the prior lien is on bonded property.

Cash received by the Trustee from the trustee or other holder of a prior lien on the payment thereof which constituted bonded cash in the hands of such former holder.

Cash in the construction fund or held for the payment of construction liens and judgment liens.

Bonds of the 1971 Series:

"Bonds of the 1971 Series" shall mean the initial series of Bonds entitled "First Mortgage Pipeline Bonds, 3 3/4% Series due 1971."

Bonds Outstanding hereunder:

The words "Bonds outstanding under this Mortgage" or "Bonds outstanding hereunder," or words of similar import, shall mean, as of any particular time, all Bonds theretofore authenticated and delivered hereunder and not cancelled by the Trustee at or before such time, except (1) Bonds for the payment or redemption of which sufficient cash shall have been deposited in trust with the Trustee at or prior to such time, and (in the case of redemption) due notice of the redemption of which shall have been given, and (2) Bonds in lieu of which Bonds have been authenticated and delivered as provided in Section 2.12. For the purpose of computing the amount of Bonds in respect of which any demand, request, consent, waiver, vote or notice provided for herein may be given, Bonds owned by the Company or any other obligor upon the Bonds, or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company or any such other obligor, shall be disregarded, except that for the purposes of determining whether any Trustee hereunder shall be protected in relying on any such direction or consent, only Bonds which such Trustee knows are so owned shall be so disregarded. The word "amount," when used with relation to the amount of any bonds or obligations, shall mean the principal amount of such bonds or obligations.

Certificate of an Appraiser:

"Certificate of an appraiser" shall mean a written certificate signed by an appraiser, which shall conform to the requirements of Section 1.05.

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Certificate of the Company:

"Certificate of the Company" or "Company's certificate" shall mean a written certificate signed by the president or a vice president and by the treasurer or an assistant treasurer of the Company, wherein the persons signing shall certify to the correctness of the statements therein contained and which shall conform to the requirements of Section 105.

Certificate of Convenience:

"Certificate of convenience" shall mean a certificate of public convenience and necessity issued by the Federal Power Commission under the Natural Gas Act to the Company for the construction and operation of the Pipe Line.

Certificate of an Engineer:

"Certificate of an engineer" shall mean a certificate signed by the president or a vice-president of the Company and by an engineer, which shall conform to the requirements of Section 106.

Certificate of an Independent Engineer:

"Certificate of an independent engineer" shall mean a written certificate signed by an independent engineer which shall conform to the requirements of Section 105.

Company:

"Company" shall mean the Algonquin Gas Transmission Company and any successor corporation which shall become such in the manner proscribed in Article Fourteen.

Complete, Completed, Completion:

"Complete," "completed" and "completion," when used with reference to the Pipe Line, shall mean the Pipe Line when the same is fully constructed and installed as described in the definition thereof and is in operation with a maximum capacity of approximately 250,000 Mcf per day.

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Completion Date:

The term "completion date" shall mean the date when the Pipe Line is completed.

Construction Fund:

The term "construction fund" shall be deemed to mean those moneys which shall from time to time be deposited with the Trustee upon the authentication and delivery of Bonds of the 1971 Series, or otherwise deposited with the Trustee, to be held in the construction fund.

Construction Costs:

The term "construction costs" shall be deemed to mean payments made or obligations incurred by the Company or for its account in connection with the construction and completion of the Pipe Line and which construction costs shall have been charged or be properly chargeable to the property, plant and equipment account of the Company under the applicable regulations, rules and orders of the Federal Power Commission or other public body or authority having jurisdiction or supervisory authority over the accounts of the Company or, if there are no such regulations, rules or orders, then in accordance with sound accounting principles. "Total construction cost" shall mean the aggregate of the construction costs expended or incurred prior to the date of computation.

Construction costs, without limitation, shall include any of the following which shall have been charged or be properly chargeable to the property, plant and equipment account as aforesaid:

- (a) all costs of acquisition or construction of the Pipe Line, including the cost of property or rights acquired for the right-of-way in, on or under which the Pipe Line is to be located;
- (b) all expenses incurred by the Company in connection with the financing of the Pipe Line or in connection with the proceedings before the Federal Power Commission and the Securities and Exchange Commission and other governmental regulatory authorities relating to authorization to construct and operate the Pipe Line and to issue securities of the Company in connection with such financing;

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(c) all expenses incurred by the Company prior to the completion of the Pipe Line in connection with the negotiation and execution of contracts providing for the purchase or sale of gas by the Company;

(d) all general and administrative expenses of the Company prior to the completion of the Pipe Line;

(e) all costs and expenses incurred in connection with the operation of the Company prior to the completion of the Pipe Line; provided, however, that amounts, if any, received by the Company as revenues from the sale of gas by the Company in the operation of the Pipe Line or any part thereof prior to its completion may be treated by the Company as a credit against the cost of construction of the Pipe Line for the purposes of this Section;

(f) all costs of labor and services performed or rendered in connection with the acquisition, financing, construction or completion of the Pipe Line or any part thereof;

(g) all costs of materials, supplies, machinery, construction equipment and apparatus (other than excepted property) acquired or used (including rental charges for machinery, equipment or apparatus hired) for and in connection with the construction of the Pipe Line;

(h) all overhead costs applicable to the construction period, including, without limitation taxes, licenses, excises and assessments, casualties, surety bond premiums and insurance premiums, and interest and commitment fees payable with respect to the Bonds of the 1971 Series and on other borrowed money; and

(i) all payments or deposits, or obligation to make payments or deposits on account of property or services constituting items of cost in the acquisition or construction and completion of the Pipe Line.

Construction Lien:

The term "construction lien" shall mean a mechanic's, laborer's, materialman's, statutory or other similar lien (not including any lien or charge incident to construction of the character set forth under the definition of permitted liens) arising out of the construction or improvement of the mortgaged property or the furnishing of materials or supplies therefor, existing at the particular time upon any of the mortgaged property, which is prior to the lien of this Mortgage as security for the Bonds then outstanding or for any additional Bonds then applied for, whether or not there shall at the time be funds held by the Trustee for the payment or satisfaction of such lien.

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Corporate Trustee:

"Corporate Trustee" shall mean the Trustee as hereinafter defined.

Corporation:

"Corporation" shall also include a voluntary association, joint stock company and any other similar organization; provided, that this definition shall not apply to the word "corporation" as used in Section 15.05.

Deposited Cash:

The term "deposited cash" shall mean:

- (a) Cash deposited with the Trustee as the basis for the issue of Bonds under the provisions of Section 6.01;
- (b) The proceeds of the sale of securities purchased with deposited cash pursuant to Section 9.12.

Depreciation claimed and allowable:

"Depreciation" when stated as claimed and allowable on a federal income tax return of the Company shall be considered as "allowable" if in the opinion of independent accountants or auditors approved by the Trustee the amount of the depreciation in question constitutes a proper deduction as depreciation under the federal income tax statute and under the regulations relating thereto unless the return in question has been finally audited, in which case such depreciation shall be the depreciation allowed therein.

Directors:

"Directors" where the context permits, shall mean the board of directors of the Company acting as a board by vote or resolution duly passed at a meeting duly held.

Estimated Construction Costs:

"Estimated construction costs" shall mean all costs and expenses taken into account by the signer of the most recent certificate of an

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independent engineer filed with the Trustee under this Mortgage stating the estimated cost of constructing and completing the Pipe Line.

Engineer: See definition of Accountant and Engineer.

Event of Default:

"Event of default" shall mean one of the events described in Section 12.01.

Excepted Property:

"Excepted property" shall mean property of the character excepted from the lien of this Mortgage by sub-division 9 of the granting clauses hereof.

Fair Value:

"Fair value" shall mean fair value to the Company when stated in a certificate or opinion of an engineer, appraiser or other expert with respect to any property which is to be made the basis for the authentication and delivery of Bonds, the withdrawal of cash held hereunder or the release of property or securities subject to the lien of this Mortgage.

Force Majeure:

"Force majeure" shall mean acts of God; acts, requests or orders of governmental bodies having jurisdiction in the premises prohibiting or delaying the construction of the Pipe Line; strikes, lockouts or other labor and industrial disputes; interruptions as a result of government or court orders or orders of any regulatory body having jurisdiction; acts of the public enemy, wars, riots, sabotage, blockades, embargoes, insurrections; landslides, fires or explosions; breakage or accident to machinery, lines or pipe; and any causes whether enumerated or not which shall not be within the control of the Company and which, by the exercise of due diligence, the Company is unable to prevent or overcome.

Funded Debt:

"Funded debt" shall mean all indebtedness incurred, created, guaranteed or assumed by the Company which matures more than one year after the date of its creation or which may be renewed or extended at the option of the Company beyond such one year period.

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Independent:

"Independent" when applied to any engineer, appraiser, accountant, or other expert shall mean such a person appointed by the Company and approved by the Trustee or appointed by the Trustee in the exercise of reasonable care who (1) is in fact independent, (2) does not have any substantial interest, direct or indirect, in the Company or in any other obligor upon the Bonds or in any affiliate of the Company or of any such other obligor, and (3) is not connected with the Company or any such other obligor or any affiliate of the Company or of any such other obligor, as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions but who may be under regular retainer as an independent public accountant or independent engineer.

Individual Trustee:

"Individual Trustee" shall mean John J. Walsh and such successive individuals as may be his successors as co-trustee with the corporate Trustee.

Issue:

"Issue" when applied to Bonds shall mean their execution by the Company, their delivery to the Trustee, their certification by the Trustee and their delivery by the Trustee to the Company or on its order.

Interest Charges on Senior Indebtedness:

"Interest charges on senior indebtedness" shall mean the sum of the interest charges for the period to which the computation relates on the following indebtedness as though such indebtedness were outstanding during such period:

- (a) All outstanding Bonds except those pledged to secure an obligation of the Company as to which the lesser of the interest on the pledged Bonds and the interest on the secured obligation shall be considered as the interest on the pledged Bonds unless the secured obligation is in default in which case the greater of such interest requirements shall be considered the interest on the pledged Bonds.
- (b) All Bonds for which applications for issue have been delivered to the Trustee.

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(c) All indebtedness secured by a lien on any property in the trust estate which is prior to the lien of the Mortgage except liens in respect of which cash sufficient to pay or redeem all indebtedness secured thereby shall be held in trust for such purpose by the Trustee hereunder for construction liens and judgment liens, or otherwise, or by the trustee or other holder of such liens, provided that in case of redemption the Company shall have duly given notice for the redemption thereof, or shall have given irrevocable instructions to the Trustee or other appropriate agency to give such notice.

Judgment Lien:

"Judgment lien" shall mean the lien of a judgment, existing at the particular time upon any of the mortgaged property which is prior to the lien of this Mortgage.

Mcf:

"Mcf" shall mean 1000 cubic feet of gas at a pressure base of 15.025 pounds per square inch absolute.

Mortgage:

"Mortgage" shall include, in addition to this instrument, every instrument which the Company shall enter into with the Trustees pursuant to any requirement or permission herein contained and which shall be stated to be supplemental hereto.

Mortgaged Property:

"Mortgaged property" or "trust estate" shall mean the property which at the time in question is covered by the lien of this Mortgage. Moneys held by the Trustee in any sinking fund or other analogous fund for the benefit of a specific series of Bonds, or in trust for the payment, at maturity or on a date fixed for redemption, of specific Bonds and moneys held by the Trustee for the payment of specific interest installments shall not be deemed to be part of the mortgaged property or trust estate.

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*Net Earnings of the Company Available for Interest and Depreciation and
Net Earnings of the Company Available for Interest:*

The term "net earnings of the Company available for interest and depreciation" shall mean (i) the total operating revenues of the Company, less all operating expenses, charges for repairs and maintenance, and accruals for taxes (other than income and excess profits taxes or other taxes which are imposed on income after the deduction of interest charges), but excluding all appropriations for depreciation, depletion, obsolescence, amortization and property retirement, all interest charges, and all amortization of stock and debt discount and expense or premium, plus (ii) net non-operating income of the Company except as provided below; provided, however, that the total amount of such net non-operating income so included shall not exceed 10% of the net earnings of the Company available for interest and depreciation so computed, including the net non-operating income so included. Net earnings of the Company available for interest and depreciation shall be determined in accordance with the following additional requirements:

(a) No interest received by the Company on obligations of any subsidiary of the Company, which is in excess of the net earnings available for interest of such subsidiary for the corresponding period, and no dividends received by the Company upon stock of any subsidiary, which are in excess of the net earnings of such subsidiary for the corresponding period, shall be included in the revenues of the Company in making such computations.

(b) No profits or losses from the sale, abandonment or other disposal of capital assets or appreciation or diminution in value thereof shall be included in making such computations.

(c) In case the Company shall have obtained the release of any property pursuant to Article Eight of a fair value in excess of \$500,000 as shown by the engineer's certificate required in connection with such release or for which the Company has received consideration in excess of \$500,000 within or after the particular period for which the calculation of net earnings of the Company available for interest and depreciation is made, then, in computing the net earnings of the Company available for interest and depreciation, the net earnings or net losses of such property for the whole of such period shall be excluded to the extent practicable on the basis of actual earnings and expenses of such property, and otherwise on the basis of such reasonable estimates of the earnings and expenses of such property as the signers of the

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pertinent Company's certificate, filed with the Trustee, shall deem proper.

(d) In case the Company shall have acquired any plant or pipe line system within or after the particular period for which the calculation of net earnings of the Company available for interest and depreciation is made, then, in computing such net earnings there shall be included, to the extent that they may not have been otherwise included, the net earnings or net losses of such plant or pipe line system for the whole of such period. The net earnings or net losses of such plant or pipe line system for the period preceding such acquisition shall be ascertained and computed as provided in the foregoing subdivisions of this definition as if it had been owned by the Company during the whole of such period.

The term "net earnings of the Company available for interest" shall mean the net earnings of the Company available for interest and depreciation, less the greater of (a) the principal amount of funded debt required to be retired by the Company during the period for which such net earnings are computed, under the provisions of any sinking fund, purchase fund or analogous fund relating to such funded debt (including serial maturities other than the final maturity) or (b) the amount of all appropriations for depreciation, depletion, obsolescence, amortization and property retirement charged by the Company on its books as being applicable to the period for which such net earnings are computed, but not less than 3% per annum of gross depreciable property and not less than the amount claimed and allowable therefor for Federal income tax purposes; provided that, if at any time the Federal Power Commission or other government authority to whose jurisdiction the Company may be subject shall fix or allow the amount which may be charged by the Company for depreciation, depletion, amortization and property retirement at an amount below the amount above specified, then the amount so fixed or allowed by such Commission or other government authority shall be charged in lieu of the amount hereinabove provided for.

The net earnings of property and net earnings of another corporation available for interest and depreciation or available for interest, when used with respect to any property or with respect to another corporation, shall be computed in the manner provided in this definition for the computation of net earnings of the Company available for interest and depreciation or net earnings of the Company available for interest.

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The net earnings available for interest and depreciation or available for interest, whether of the Company or of some other corporation or of property, shall, to the extent not otherwise provided in the foregoing provisions of this definition, be determined in accordance with the pertinent system of accounts prescribed by any commission or other government authority to whose jurisdiction the Company or such other corporation or such property may be subject, or in the absence of such a system in accordance with sound accounting principles.

Net Property Additions. See Property Additions.

Opinion of Counsel:

"Opinion of counsel" shall mean a written opinion of counsel, who may be counsel for the Company, selected by the Company and approved by the Trustee in the exercise of reasonable care and which shall conform to the requirements of Sections 1.03 and 1.05.

Permitted Liens:

"Permitted liens" shall mean the following, provided that the aggregate thereof shall not materially adversely affect the operations, business and properties of the Company as a whole:

- (a) mortgages, liens or other encumbrances created by others than the Company and any renewal or extension thereof, which at the time in question are liens upon the lands over which easements or rights-of-way for pipe line purposes are held, securing bonds or other indebtedness which have not been assumed or guaranteed by the Company and on which the Company does not customarily pay interest charges;
- (b) undetermined liens and charges incidental to construction;
- (c) the right reserved to, or vested in, any municipality or public authority by the terms of any right, power, franchise, grant, license, permit or by any provision of law, to terminate such right, power, franchise, grant, license or permit, or to purchase, condemn, appropriate or recapture or to designate a purchaser of, any of the mortgaged property and affording the Company fair compensation ascertained in accordance with due process of law;
- (d) the lien of taxes and assessments for the then current year;
- (e) the lien of other taxes and assessments not at the time delinquent;

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(f) the lien of specified taxes and assessments which are delinquent but the validity of which is being contested at the time by the Company in good faith, unless thereby in the opinion of counsel any of the mortgaged property may be lost or forfeited;

(g) the lien reserved in leases for rent and for compliance with the terms of the leases in the case of leasehold estates;

(h) minor defects and irregularities in the titles to any property which do not materially impair the use of such property for the purposes for which it is held by the Company;

(i) any lien in respect of which cash sufficient to pay or redeem all indebtedness secured thereby shall be held in trust for such purpose by the Trustee hereunder, or the trustee or other holder of such lien, provided that in case of redemption the Company shall have duly given notice for the redemption thereof, or shall have given irrevocable instructions to the Trustee or other appropriate agency to give such notice;

(j) liens placed by others than the Company upon lands in respect of which the Company acquires an interest for right-of-way purposes or leases for a booster station, measuring station or regulating station, where such liens are either (1) renewals of or substitutions for liens which were in existence as liens on said lands at the date of the acquisition of such rights-of-way or leases, or (2) are given to secure a debt not in excess of the value of such lands for agricultural, manufacturing or other commercial purposes solely; and the Company may execute and deliver such waivers, releases, or other documents suitable to permit such liens to be or become prior to the leases or rights-of-way owned by the Company; provided, however, that the Company shall, and the Company covenants that it will, promptly after each such lien is so permitted to be placed, file or deposit with the Trustee a certificate of the Company setting forth a brief description of the property on which the lien is permitted to become such and the interest therein of the Company, and the purpose for which the Company is so interested, and stating that such lien secures obligations neither assumed by the Company nor on account of which it customarily pays interest and is either (i) in renewal of or in substitution for a lien of like nature which was in existence as a lien on said land at the date of acquisition of the interest in such land by the Company, or (ii) was given to secure a debt not in excess of the value of such lands for agricultural, manufacturing or other commercial purposes solely; and stating that the Company has executed and delivered a waiver, release, subordination agreement or other document (describing the same) suitable to permit such lien to become a lien on such lands prior to the interest therein of the Company.

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(k) easements, exceptions or reservations in any property of the Company granted or reserved for the purpose of pipe lines, roads, the removal of oil, gas, coal or other minerals, and other like purposes, or for the joint or common use of real property, facilities and equipment, which do not materially impair the use of such property for the purposes for which it is held by the Company;

(l) rights reserved to or vested in any municipality or public authority to control or regulate any property of the Company, or to use such property in any manner which does not materially impair the use of such property for the purposes for which it is held by the Company;

(m) any obligations or duties of the Company, affecting the property of the Company, to any municipality or public authority with respect to any franchise, grant, license or permit; and

(n) any irregularities in or deficiencies of title to any rights-of-way for pipe lines, telephone lines, power lines, water lines and appurtenances thereto or other improvements thereon, and to any real estate used or to be used primarily for right-of-way purposes, provided that in the opinion of counsel the Company shall have obtained from the apparent owner of the lands or estates therein covered by any such right-of-way a sufficient right, by the terms of the instrument granting such rights-of-way, to the use thereof for the construction, operation or maintenance of such lines, appurtenances or improvements for which the same are used or are to be used, or provided that in the opinion of counsel the Company has power under eminent domain or similar statutes to remove such irregularities or deficiencies.

Plant or Pipe Line System:

"Plant or pipe line system" shall mean a plant or pipe line system purchased or otherwise acquired by the Company as a whole or substantially as a whole, which, within six months prior to the date of purchase or acquisition thereof by the Company has been used or operated as a unit by one other than the Company in a business similar to that in which it has been or is to be used or operated by the Company.

Pipe Line:

"Pipe Line" shall be deemed to mean the pipe line system described in sub-division 1 of the granting clauses, including related facilities and other related property, which the Company presently contemplates constructing, starting at a point of connection with the main

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line of Texas Eastern Transmission Corporation near Lambertville, New Jersey, and running through New Jersey, New York, Connecticut, Rhode Island and Massachusetts to a point known as Boston Junction near Boston, Massachusetts, with lateral lines to Denville, New Jersey; Waterbury, Connecticut; New Haven, Connecticut; Hartford, Connecticut; New London, Connecticut; Putnam, Connecticut; Providence, Rhode Island; Milford, Massachusetts; Dedham, Massachusetts; and Boston, Massachusetts (exclusive of all extensions thereto); such line, with the lateral lines, being more specifically described in the findings of the Federal Power Commission in its opinion #206 and accompanying order issued February 27, 1951, issuing a certificate of convenience in Docket #G1319.

Prior Liens:

"Prior lien" shall mean a mortgage or other lien prior to the lien of this Mortgage existing at the particular time upon any of the mortgaged property, excepting construction liens, judgment liens and permitted liens. Obligations secured by prior liens are hereinafter sometimes called "prior lien obligations".

Property Additions:

"Property additions" shall mean any real property or tangible personal property and rights or interests therein charged or property chargeable to the property, plant and equipment account and acquired by the Company after July 1, 1951, which is used as part of the gas transmission system of the Company or is used in connection with the operation of such system other than (i) excepted property as defined in subdivision 9 of the granting clauses and (ii) the property or interests therein which are or become part of the Pipe Line. Property additions shall include such property in process of construction to the extent actually constructed, but shall not include any of the following:—

1. pipe lines, structures and other property installed or constructed on a permanent basis on, over or under public highways, or other public property, unless the Company shall, in the opinion of counsel, have the right to maintain and operate such property for an indefinite period or for the period specified in the franchise, lease or law relating thereto, and shall also have the right at the expiration of such period to remove such property or to receive fair consideration therefor;

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- 2. property acquired to replace similar property, the retirement of which has not been credited to plant account, and property the cost of which has been charged or is properly chargeable to current maintenance or other operating expense accounts;
- 3. property on which there is a prior lien;
- 4. good will or going concern value;
- 5. contracts or franchises or permits, separate from property located or operated thereunder or in connection therewith;
- 6. any oil, gas or other minerals and any leases and other mineral rights, interests, gas or oil rights, wells, equipment and other properties, whether producing or non-producing, used or useful primarily for the production or gathering of natural gas up to the point of connection with any transmission system, or for the production of oil or condensate unless the production of condensate is incidental to and a part of the operation of transporting natural gas in the lines of the Company; or
- 7. leased property other than rights of way.

Subject to Article Fourteen, property acquired by the Company or by a successor corporation as a result of any consolidation or merger to which the Company or any successor corporation may be a party shall be deemed to be a property addition if it otherwise qualifies as a property addition under the foregoing definition and the date of its acquisition shall be the date of the merger or consolidation. For the purpose of this paragraph the acquisition by a successor corporation of all or substantially all of the assets of the Company shall be considered a consolidation of the Company with such successor.

The "amount" of any property addition shall mean the cost to the Company (as hereinafter defined) or its fair value at the time of determination whichever is less.

In the case of property additions consisting of property owned by a successor corporation or one succeeded by the Company prior to any merger, consolidation or other corporate succession, the cost shall be the book value on the books of the corporation which originally required such property, minus applicable reserves for depreciation, retirement and depletion up to the time of the merger, consolidation or other succession, or its fair value at the time of determination, whichever is less.

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"Cost of property additions" shall mean the sum of the following which are charged or properly chargeable to the property, plant and equipment account:

(1) the amount of cash expenditures made or agreed to be made therefor by the Company (including all overhead charges which may properly be capitalized and charged to plant account);

(2) the expense of acquiring franchises or other rights if they are necessary for the use of the physical property to which they relate, but in ascertaining the fair value of such property consideration shall be given only to the value, in place, of the physical property;

(3) the fair value, at the time of installation, of all materials and supplies of the Company (not included in the preceding clause (1)) which have been installed as a part of such property additions, including all salvaged or reclaimed property so installed which shall have been included in any retirements then or thereafter certified to the Trustee in a certificate under any provision hereof, whether or not such salvaged or reclaimed property shall upon such retirement have been transferred to materials and supplies account;

(4) the fair value in cash (as of the date of delivery) of any property or securities conveyed, transferred or delivered as consideration for such property additions, less the principal sum secured by any lien subject to which they were so conveyed, transferred or delivered; and

(5) the aggregate of the amounts expended (excluding any amount expended in respect of interest or premium) by the Company to procure the satisfaction or discharge of any indebtedness secured by a lien upon such property additions outstanding or created at the time of the acquisition thereof or to cause the mortgage or other lien securing such indebtedness to become a prepaid lien, as defined in this Section.

The cost to the Company of any property constituting part of the Pipe Line shall be computed in the same manner as the cost to the Company of property additions.

The cost to the Company of any new plant or pipe line system may be deemed to include the cost of any franchises, contracts, rights and intangible property simultaneously acquired with the same, for which no separate or distinct consideration shall have been paid or apportioned. In determining the "fair value" of any new plant or pipe line system, consideration shall be given only to the value, in place, of the physical property acquired.

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The cost of any property, of which part constitutes property additions, and part does not, and all of which is acquired for a single consideration, shall in all cases be properly allocated in the property additions certificate filed with the Trustee with respect thereto.

The cost or fair value of any property of the Company or of a successor corporation other than property additions shall be computed or determined in the same manner as the cost or fair value of property additions of the Company or of a successor corporation.

"Bondable property additions" shall be property additions not theretofore bonded. Property additions shall not be bondable property additions if they are subject to a prior lien unless cash sufficient to pay or redeem all indebtedness secured by such prior lien shall be held in trust for that purpose by the Trustee hereunder or by the trustee or other holder of such prior lien; and, in the case of redemption, the Company shall have given the required notice of the redemption thereof, or shall have given irrevocable instructions that such notice be given on its behalf.

Unless otherwise specifically provided, before any bondable property additions are used as the basis for the withdrawal of monies held by the Trustee, or for the issue of Bonds, or for the release of property or to satisfy any other condition for which property additions may be evidenced to the Trustee, the amount of all net retirements as of the date of application for the use of bondable property additions for any of such purposes shall be offset by an equal amount of bondable property additions which, when evidenced therefor in a property additions certificate, shall thereby become bonded property. The remaining bondable property additions are hereinafter called "net bondable property additions".

"Property additions credit" shall mean the excess of the amount of net bondable property additions evidenced by a property additions certificate over the amount of net bondable property additions required to be bonded for the purpose for which it is being evidenced in such certificate. The property additions credit shall be considered as net bondable property additions which may be evidenced by the next property additions certificate even though the property giving rise to such credit has in fact been bonded to an amount less than the amount for which it may be bonded, provided, however, that the property additions credit carried forward shall not exceed \$500,000; and provided further that if a property additions credit is carried forward to a prop-

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erty additions certificate dated more than three years after the date of the next preceding property additions certificate (or the earliest date of the next preceding property additions certificates which certified an aggregate amount of property additions at least equal to the amount of the aforesaid property additions credit) property additions so certified as having an aggregate cost or fair value (whichever is less) at least equal to the amount of the property additions credit shall be recertified by an engineer or independent engineer as though such property additions were being certified for the first time, and the lesser of (a) the cost (b) the original fair value to the Company and (c) the fair value to the Company as shown by the recertification of such property additions shall be the amount of the property additions credit that shall continue as a property additions credit.

References to the amount of not bondable property additions shall mean the net bondable property additions being evidenced by the then current property additions certificate plus the property additions credit carried forward from the last property additions certificate.

Resolution of the board:

"Resolution of the board" or "vote of the board" shall mean a copy of a resolution or vote certified by the secretary or an assistant secretary of the Company to have been duly adopted or passed by the board of directors of the Company, at a meeting thereof duly called and held and at which a quorum was present, and to be still in full force and effect.

Retirements:

"Retirements" shall mean (a) all bonded property, except property constituting the Pipe Line as completed, which shall have been worn out, abandoned or destroyed, or released from the lien of this Mortgage or taken by eminent domain, or purchased by any public authority pursuant to the right reserved to or vested in it by any license or franchise, or otherwise disposed of by the Company, or permanently retired from service for any reason, whether or not renewed or replaced, and (b) all bonded property (except land owned in fee simple) which at the time has permanently ceased to be used or useful in the business of the Company. Property may be considered a retirement before its cost has been written off or eliminated from the books of the

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Company. When a minor item of property has been replaced by other property of equal value and efficiency and the cost of such replacement has been charged to maintenance, repairs, or other operating expense account, the property replaced shall not be considered as a retirement.

The "amount" of all retirements shall be the cost to the Company, or the fair value thereof (whichever is less) of the property purchased, constructed or otherwise acquired by the Company as certified to the Trustee at the time such property became bonded property (estimated, if necessary, as to particular property), or, if no such certification shall have been required, then the cost of such property.

All bonded property, except land owned in fee simple, that has become a retirement, shall be evidenced as such in the Company's certificate filed with the Trustee in which a statement of retirement is required.

Retirement Credits:

"Retirement credits" shall mean the following credits which may be applied against retirements at any time certified to the Trustee:

1. the cash and the principal amount of any purchase money obligations and governmental obligations deposited with the Trustee to obtain the release of, or representing the proceeds of the purchase or the taking by eminent domain or by public authority or of any other deposits for, or the proceeds from insurance on, any property included in the retirements then so certified;
2. the amount of all property additions used to obtain the release from this Mortgage of any property included in the retirements then so certified;
3. the amount of all property embraced within the definition of property additions, if any, which have become bonded property by reason of having been acquired by the Company to replace bonded property sold or disposed of pursuant to paragraph A of Section 8.02 hereof or to repair, replace or restore insured bonded property which shall have been damaged or destroyed but the proceeds of the insurance on which shall not have been required to be paid to the Trustee pursuant to the provisions of Section 10.10;
4. the excess credit, if any, carried forward from a previous retirements certificate, as provided in the following paragraph.

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"Net retirements" as of any particular date shall mean the amount of all retirements up to that date against which property additions have not previously been applied in a property additions certificate, less the aggregate amount of all retirement credits applicable thereto. If in any case, the aggregate amount of applicable retirement credits exceeds the amount of retirements shown in any certificate such excess may be carried forward and used as a retirement credit in a future retirements certificate less retirements deductible therefrom in the interim.

Senior Indebtedness. See Interest Charges on Senior Indebtedness.

Supplemental Indenture:

The term "supplemental indenture" or "indenture supplemental hereto" shall mean any mortgage or indenture hereafter duly authorized and entered into in accordance with the provisions of this Mortgage.

Trust Indenture Act of 1939:

"Trust Indenture Act of 1939" shall mean the Trust Indenture Act of 1939 as it was in force on the date of this Mortgage.

Trustee:

The word "Trustee" shall mean the Old Colony Trust Company or its successor as the corporate trustee hereunder. The term "Trustees" shall mean the Trustee and the Individual Trustee.

Trust Money. See Section 901.

Trust Estate. See Mortgaged Property.

Written Order of the Company, etc.:

The words "written order of the Company," "written request of the Company," and "written consent of the Company" shall mean, respectively, a written order, request, application or consent signed in the name of the Company by the president or a vice president or the treasurer or an assistant treasurer of the Company.

SECTION 1.02. Effect of Certificates. Wherever in this Mortgage, in connection with any application, order or certificate or report to the Trustee hereunder, it is provided that the Company shall deliver certifi-

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icates, opinions, reports or other documents as a condition of the granting of such application, or as evidence of the Company's compliance with any condition or covenant herein contained, it is intended that the truth and accuracy, at the time of the granting of such application or at the effective date of such certificate or report (as the case may be), of the facts and opinions stated in such documents shall in each case be conditions precedent to the right of the Company to have such application granted or to the effectiveness of such certificates or report. The documents required by any of the provisions of this Mortgage to be delivered to the Trustee as a condition of the granting of any application or request or as evidence of the compliance by the Company with any condition or covenant herein may, subject to the provisions of subsections (j) and (k) of Section 15.01, be received by the Trustee as conclusive evidence of any statement therein contained, and shall, subject to the provisions of subsections (j) and (k) of Section 15.01, be full authority and protection to the Trustee acting on the faith thereof. Before granting any such application, or accepting such evidence of compliance, the Trustee in its discretion may make any further inquiry or investigation into the truth and accuracy of the matters evidenced by any such document as to it may seem proper. If the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Company, either itself or by agent or attorney, and unless satisfied, with or without such examination, of the truth and accuracy of the matters aforesaid, it shall be under no obligation to grant the application or to accept such evidence of compliance. The reasonable expenses of every such inquiry or investigation shall be paid by the Company, or if paid by the Trustee shall be repaid by the Company, upon demand, with interest at the rate of 6% per annum, and until such repayment shall be secured under this Mortgage in priority to the Bonds and coupons.

Section 1.03. *Reliance on Opinions.* Any certificate or statement of the Company may be based in so far as it relates to legal matters upon an opinion of or representations by counsel, unless the officer or officers signing such certificate or statement know that the opinion or representations with respect to such matters upon which said certificate or statement may be based are erroneous or in the exercise of reasonable care should have known that the same were erroneous.

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Section 1.04. *Papers may be combined.* Any order, application or written request may be combined in a single instrument with any certificate. Different officers, engineers, counsel or other persons may certify to different facts required to be certified hereunder. Any documents to be signed by the same person or persons may, but need not, be consolidated and form one instrument.

Section 1.05: *Statements required in Certificates and Opinions of Counsel concerning compliance with conditions precedent.*

(a) Upon any application by the Company to the Trustees, or either of them, to take any action under any of the provisions of this Mortgage, the Company shall furnish to the Trustee a certificate of the Company and opinion of counsel, each stating that all conditions precedent provided for in this Mortgage (including any covenants compliance with which constitutes a condition precedent) with respect to such application have been complied with, whether or not the furnishing of such documents shall be specifically required by the provisions of this Mortgage relating to such particular application.

(b) Each certificate (or application or written request of the Company where no separate certificate of the Company is provided for) or opinion furnished to the Trustee with respect to the compliance with any condition or covenant provided for in this Mortgage shall include

(1) a statement that the person making such certificate or giving such opinion has read such covenant or condition and the definitions, if any, herein contained relative thereto;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(4) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with.

(c) Any certificate of the Company or opinion of counsel which is herein expressly required to contain a statement as to

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compliance with conditions precedent shall also state that all conditions precedent, if any, provided for in this Mortgage relating to the action to be taken by the Trustee upon the request or direction in connection with which such certificate or opinion is furnished have been complied with.

(d) Each certificate of an independent engineer shall state that the signer has read the definition herein contained of an independent engineer, and that the signer is an independent engineer within the meaning of such definition.

(e) Except as herein elsewhere specifically required, no certificate or opinion as to compliance with conditions precedent need be made by any person other than the president, a vice-president, the treasurer or an assistant treasurer of the Company

(i) as to dates or periods not covered by annual reports required to be filed by the Company, in the case of conditions precedent which depend upon a statement of facts as of a date or dates or for a period or periods different from that required to be covered by such annual reports,

(ii) as to the amount and value of property additions, or

(iii) as to the adequacy of depreciation, maintenance or repairs.

(f) The acceptance by the Trustee of a certificate or opinion of an engineer or accountant shall be sufficient evidence that the signer or signers have been approved by, or are satisfactory to, the Trustee, as the case may be.

Section 1.05. *Basis for Opinions of Counsel. Statements Required Therein.* Any opinion of counsel may be based, in so far as it relates to factual matters with respect to which information is in the possession of the Company, upon a certificate or opinion of, or representations by, an officer or officers of the Company, unless such counsel knows that the certificate or opinion or representations with respect to the matters upon which his opinion may be based as aforesaid are erroneous, or, in the exercise of reasonable care, should have known that the same were erroneous.

Subject to compliance with the provisions of subsection (b) of Section 1.05 any opinion of counsel given as to title to property may, but need not, be based in whole or in part upon a certified abstract of title or any Torrens certificate or certificate of like nature, or upon any guaranty policy issued or rendered by any reputable person, firm or corporation engaged in the business of examining, abstracting, in-

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uring or guaranteeing titles to property or upon the opinion of other counsel (provided that in such case such opinion of counsel shall state that the signer believes such other counsel or title insurance company giving such certificate or opinion or guaranty policy is reputable and one upon whom he may properly rely and provided that a copy of the opinion of such other counsel or of the guaranty policy is furnished therewith).

Any opinion of counsel shall, in so far as it relates to conditions precedent provided for in this Mortgage (including any covenants compliance with which constitutes a condition precedent) which relate to authentication and delivery of Bonds hereunder, to the release or release and substitution of property subject to the lien of this Mortgage, to the withdrawal of cash, to the satisfaction and discharge of this Mortgage, or to any other action to be taken by the Trustee at the request or on the application of the Company, as the case may be, include in addition to the statements, if any, required by any other applicable provision of this Mortgage, the statements required by subdivision (b) of Section 1.06 to be included in an opinion furnished to the Trustee.

ARTICLE TWO.

DESCRIPTION, ISSUE AND REGISTRATION OF BONDS.

Section 2.01. *Bonds unlimited in Amount, Ratably Secured.* The total principal amount of Bonds which may be authenticated and delivered hereunder is not limited. This Mortgage shall constitute a continuing lien to secure equally and ratably the full and final payment of the principal of and interest (and premium, if any) on all Bonds which may, from time to time, be executed, authenticated and delivered hereunder, and issued by the Company.

Section 2.02. *Issues in Series.* The Bonds may be issued in series from time to time when and as authorized by the Directors; and may be issued either as coupon Bonds registerable as to principal or as registered Bonds without coupons.

Section 2.03. *Designations.* The Bonds of all series shall be called "First Mortgage Pipeline Bonds" unless the Directors determine otherwise. The Company may also incorporate in the title of Bonds of any series, the rate of interest borne by the Bonds of such

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series, the maturity date, and any other descriptive data the Directors may determine.

Section 2.04. *Variations in Series.* The Bonds of each series (other than the Bonds of the 1971 Series which are described and specifically provided for in Article Three) shall bear such date or dates, shall mature on such date or dates, shall be payable at such place or places, shall bear interest at such rate payable on such dates, and may, subject to the provisions of Section 2.06, be redeemable before maturity at such prices and upon such terms and conditions, as shall be fixed by the Directors, subject, however, to the limitations set forth below in this Section. The Bonds of any such series may contain any or all of the following provisions as fixed by the Directors:

- (a) provision for the payment of the principal and interest without deduction for specified taxes, assessments or other governmental charges;
- (b) provisions for refunding to the holders specified taxes, assessments or other governmental charges, but the obligation of the Company for such refunds shall not be deemed to be a part of the indebtedness secured by this Mortgage;
- (c) provision for the exchange or conversion of the Bonds of such series for or into new Bonds issuable hereunder of a different series or into shares of stock of the Company or of a successor corporation or other securities;
- (d) provision for a sinking, amortization, improvement or other analogous fund;
- (e) provision limiting the aggregate principal amount of the Bonds of such series.

While any Bonds of the 1971 Series are outstanding,

- (1) no Bonds of any other series except serial Bonds shall be issued bearing a maturity date prior to 1971, and
- (2) no Bonds of any other series shall be issued, if provision is made with respect thereto for the retirement, either through serial maturities or through the operation of any sinking, amortization, improvement or other analogous fund, (other than retirement through redemption at the option of the Company or through optional increases of sinking fund payments), which would result in there having been retired pursuant to such provision, a greater percentage of the aggregate amount of Bonds of such other series on any given time

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than the percentage of the aggregate principal amount of Bonds of the 1971 Series required to be retired by compulsory sinking fund payments between the initial issue of the Bonds of such other series and such given time.

All Bonds of the same series shall be identical except that they may be of different denominations, they may be coupon bonds or fully registered, and they may have serial maturities.

Each series of Bonds, except Bonds of the 1971 Series, shall be created by an indenture supplemental hereto authorized by a resolution of the board delivered to the Trustee.

The Bonds and coupons of each series shall be in substantially the forms set forth above, with such changes as may be appropriate to make them conform to provisions authorized as to any series by the directors and may have such legends or endorsements thereon, as may be required to comply with the rules of any securities exchange or to conform to any usage in respect thereof. The form of the Bonds of each series (except the Bonds of the 1971 Series) issued hereunder shall be established by the indenture supplemental hereto creating such series.

Section 205. Denominations. Dates of Registered Bonds. The Bonds of each series shall be issued in such denominations as the board of directors of the Company may determine, except that Bonds of the 1971 Series shall be issued in the denominations provided for in Article Three.

Registered Bonds without coupons of all series shall be dated as of and shall bear interest from the date of issue if an interest payment date, otherwise as of the next preceding interest payment date and shall bear interest from their respective dates, provided, however, that if at the time of the issue of any registered Bond without coupons, interest is in default on outstanding Bonds of such series, such Bond shall bear interest from, and shall be dated as of, the interest payment date for such series to which interest has previously been paid, and provided further, however, that in case of registered Bonds without coupons authenticated and delivered on the initial authentication and delivery of Bonds of any series, or prior to the first interest payment date, such registered Bonds shall be dated on the first date from which interest is payable with respect to the Bonds of such series.

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Section 2.06. *Exchanges.* Bonds of the 1971 Series and Bonds of other series unless otherwise provided as to any series in the supplemental indenture creating such series, may be exchanged as follows:

(a) Bonds of each series may, at the option of the holders thereof, and upon the surrender thereof to the Trustee, be exchanged for Bonds of the same series and maturity of the same aggregate principal amount, but of a different authorized denomination or denominations;

(b) Coupon Bonds of each series may, at the option of the holders thereof and upon the surrender thereof to the Trustee, be exchanged for registered Bonds without coupons of the same series and maturity, of the same aggregate principal amount and of the same or of a different authorized denomination or denominations; and

(c) Registered Bonds without coupons of each series may, at the option of the registered owners thereof, and upon the surrender thereof to the Trustee, be exchanged for registered Bonds without coupons or for coupon Bonds, or both, of the same series and maturity, of the same aggregate principal amount, and of the same or of a different authorized denomination or denominations.

All coupon Bonds so surrendered and all coupon Bonds delivered upon any such exchange shall be accompanied by all unmatured coupons, if any, appertaining thereto as well as all matured coupons thereto appertaining and representing interest not paid or made available for payment on the Bonds so surrendered. All registered Bonds without coupons surrendered for exchange shall be accompanied by a written instrument of transfer, in form approved by the Company, executed by the registered owner in person or by attorney authorized in writing. All Bonds and coupons so surrendered shall be cancelled by the Trustee and thereafter all coupon Bonds so cancelled together with the coupons appertaining thereto shall be cremated and all fully registered Bonds shall be delivered to the Company. All Bonds executed, authenticated and delivered in exchange for Bonds so surrendered shall be valid obligations of the Company, evidencing the same debt as the Bonds surrendered, and shall be secured by the lien of this Mortgage and entitled to all of the benefits and protection hereof to the same extent as the Bonds in exchange for which they shall be executed, authenticated and delivered.

Section 2.07. *Execution of Bonds and Authentication of Coupons.* From time to time the Bonds issuable hereunder shall be executed on

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behalf of the Company by its president or a vice president or the treasurer, under its corporate seal attested by its secretary or an assistant secretary, or by such other legal form of execution as may be proscribed by a resolution of the board delivered to the Trustee. The corporate seal of the Company may be affixed or evidenced on any Bond by printing, engraving, lithographing, stamping or otherwise applying an impression, facsimile or other representation of said corporate seal.

In case any officer who shall have signed or sealed any Bond shall cease to be such officer of the Company before the Bond so signed or sealed shall have been authenticated and delivered by the Trustee, such Bond may be authenticated and delivered as though such person had not ceased to be an officer of the Company; and also any Bond may be signed and sealed on behalf of the Company by any person who on the date of the execution is an officer of the Company, although he was not an officer on the date of such Bond.

Coupons shall be authenticated by the facsimile signature of the present or any future treasurer of the Company, and the Company may adopt and use for that purpose the facsimile signature of any person who shall have been a treasurer, notwithstanding the fact that he may not have been such treasurer at the date of such Bond or that he may have ceased to be such treasurer at the time when such Bond shall be actually authenticated and delivered.

Section 2.08. *Authentication by Trustee Required.* The Bonds when executed shall be delivered to the Trustee for authentication by it; and the Trustee shall authenticate and deliver said Bonds as provided in this Mortgage. No Bond and no coupon thereunto appertaining shall be secured by this Mortgage or be entitled to any lien, right or benefit hereunder or shall be or become valid or obligatory for any purpose until the Trustee shall have authenticated such Bond by executing the certificate of authentication thereon; and such authentication by the Trustee upon any Bonds shall be conclusive evidence that the Bond so authenticated has been duly issued hereunder.

Before authenticating and delivering any Bond, the Trustee shall, except as otherwise provided in Section 2.12, detach and cancel all coupons thereto appertaining then matured representing installments of interest paid or for which payment shall have been provided, and such coupons shall thereafter be cremated by the Trustee.

Section 2.09. *Temporary Bonds.* Pending the preparation of definitive Bonds of any series the Company may execute, and the

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Trustee shall authenticate and deliver, in lieu of such definitive Bonds, temporarily printed, lithographed or typewritten Bonds, of any authorized denomination specified in the written order of the Company for the authentication and delivery thereof, substantially of the tenor of the Bonds to be issued as hereinbefore recited, with or without coupons, and with such changes as the officers executing such Bonds, may deem desirable because of the temporary nature thereof. Without unreasonable delay definitive Bonds shall be issued at the expense of the Company in exchange for the temporary Bonds. Definitive Bonds of any series may, at the option of the Company, be either in the form of fully engraved Bonds or printed or lithographed Bonds on steel engraved borders. All temporary Bonds so surrendered, whether in exchange for definitive Bonds or for other temporary Bonds, shall be forthwith cancelled by the Trustee and thereafter cremated. Until exchanged for definitive Bonds, each of the temporary Bonds shall in all respects be entitled to the lien and security of this Mortgage, and interest thereon, when and as payable, shall be paid to the bearer of such Bond upon presentation thereof for notation of such payment thereon, unless such temporary Bond shall be a fully registered Bond or shall bear a coupon for such interest.

Section 2.10. *Registration. Registered Holders Deemed Owners.* The Company shall keep or cause to be kept at the corporate trust office of the Trustee in Boston, Massachusetts, books for the registration and transfer of Bonds entitled to registration and transfer, which, at all reasonable times, shall be open for inspection by the Trustee; and, upon presentation for such purpose at such office or agency, the Company will register or transfer or cause to be registered or transferred therein, as hereinafter provided and under such reasonable regulations as it may prescribe, any Bonds entitled to be so registered or transferred.

Similar books shall also be kept at the principal office of the Chemical Bank and Trust Company in the Borough of Manhattan, The City of New York or such other place or places as the Board of Directors may determine, for the registration and transfer of the Bonds of any particular series, open in like manner for inspection by the Trustee, in which the Bonds of such series may be registered and transferred upon the terms and in the manner in this Article provided; and such place or places may, but need not be, appropriately recited in the Bonds of such series.

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The Company and the Trustees may deem and treat the bearer of any coupon Bond or of any temporary Bond with or without coupons, not registered as to principal, and the holder of any coupon for interest appertaining to any temporary or definitive Bond, as the absolute owner of such Bond or coupon for the purpose of receiving payment thereon and for all other purposes, and neither the Company nor the Trustees shall be affected by any notice to the contrary.

The Company and the Trustees may deem and treat the person in whose name any registered Bond, temporary or definitive, without coupons shall be registered upon the books of the Company as hereinbefore provided, as the absolute owner of such Bond for the purpose of receiving payment of principal, premium, if any, and interest and for all other purposes, and they may deem and treat the person in whose name any coupon Bond, temporary or definitive, shall be registered as to principal as the absolute owner thereof for the purpose of receiving payment of principal, premium, if any, and for all other purposes, except receiving payment of interest represented by outstanding coupons, and neither the Company nor the Trustee shall be affected by any notice to the contrary.

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

The Company shall not be required to make (a) exchanges or transfers of any Bond under any provision of this Article during the period of five days next preceding any interest payment date for such Bond, or (b) exchanges of any coupon Bond for another coupon Bond or other coupon Bonds or for a registered Bond or Bonds without coupons, or any exchanges or transfers of any registered Bond without coupons after, or during the period of, the determination by the Trustee that such Bond or a portion thereof is to be called for redemption or after first publication or mailing of notice of redemption of such Bond as provided in Article Eleven.

Section 2.11. Charge for Exchanges and Transfers. For an exchange of Bonds or for a transfer of any registered Bond without coupons, the Company may charge not exceeding \$2 for each new Bond issued upon such exchange or transfer, plus taxes, if any, payable thereon. No charge except for taxes shall be made against the holder for the registration or transfer of coupon Bonds.

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SECTION 2.12. *Lost or Mutilated Bonds.* In case any Bond, with the coupons, if any, belonging thereto, shall be mutilated, lost, stolen or destroyed, then, upon the production of such mutilated Bond, or upon the receipt of evidence satisfactory to the Company and the Trustee of the loss, theft or destruction of such Bond and its coupons, and upon receipt also of indemnity satisfactory to each of them, the Company shall execute, and the Trustee shall authenticate and deliver, a new Bond and coupons of the same series and maturity and of like tenor in exchange for, and upon cancellation of, the mutilated Bond and its coupons, or in lieu of the Bond and its coupons so lost, stolen or destroyed, or, if any such lost, stolen or destroyed Bonds and coupons shall have matured or be about to mature, instead of issuing a substituted Bond and coupons the Company may pay the same without surrender thereof.

Any new Bond or coupon issued under this Section in lieu of any Bond or coupon alleged to have been lost, stolen or destroyed shall constitute an additional original contractual obligation of the Company, whether or not the Bond or coupon alleged to have been lost, stolen or destroyed be at any time enforceable by anyone; and such new Bond or coupon shall be entitled to the benefits of this Mortgage equally and ratably with all other Bonds and coupons issued hereunder (subject to the provisions of Section 10.02), and any such indemnity so given shall likewise be ratably applicable to the payment of all the Bonds and coupons.

The Company and the Trustee, in their discretion, may place upon any such new Bond a distinguishing mark or a legend to comply with the rules of any securities exchange or to conform to any usage with respect thereto, but such mark or legend shall in no wise affect the validity of such new Bond. The Company may charge not exceeding \$2 for each such new Bond, plus taxes, if any, payable thereon.

ARTICLE THREE

PROVISIONS RELATING TO BONDS OF THE 1971 SERIES, CONSTRUCTION FUND.

SECTION 3.01. *Description of Bonds of the 1971 Series.* The first series of Bonds shall be entitled, "First Mortgage Pipeline Bonds, 3 3/4 % Series due 1971" (herein referred to as "Bonds of the 1971 Series"), and the form thereof shall be substantially as set forth in the recitals hereto.

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The maximum aggregate principal amount of Bonds of the 1971 Series which may be authenticated and delivered pursuant to the provisions hereof shall be \$27,000,000 exclusive of Bonds issued in lieu of lost, stolen or destroyed Bonds or in lieu of Bonds surrendered for exchange.

The Bonds of the 1971 Series shall mature on the 1st day of September, 1971.

All Bonds of the 1971 Series in coupon form shall be dated as of March 1, 1961, and the Bonds of the 1971 Series without coupons in fully registered form shall be dated as provided in Section 2.05. All Bonds of the 1971 Series shall bear interest at the rate of 3 3/4% per annum from their respective dates, payable semi-annually on the 1st day of March and September in each year, until the principal thereof becomes due.

Any overdue principal and (to the extent that payment of such interest is enforceable under applicable law) any overdue installment of interest shall bear interest at the rate of 6% per annum. The interest accrued on the principal of coupon Bonds of the 1971 Series prior to the time when the principal of such Bonds shall become due, shall be paid only upon presentation and surrender of the interest coupons thereto annexed as they severally mature.

The Bonds of the 1971 Series shall be coupon Bonds registerable as to principal of the denomination of \$1,000, and registered Bonds without coupons of denominations of \$1,000 and multiples thereof, and of any other denominations authorized by a resolution of the board delivered to the Trustee. The principal, premium, if any, and interest shall be paid at the corporate trust office of the Trustee in Boston, Massachusetts, or, at the option of the holder, in the Borough of Manhattan, The City of New York, at the principal office of the Chemical Bank & Trust Company or at the principal or other office of such other paying agent therein as the Company may appoint, in any coin or currency of the United States of America which at the time of payment shall be legal tender for public and private debts, provided, however that the interest on each fully registered Bond of the 1971 Series shall be mailed by check to the registered holder thereof at his address appearing on the books of the Company unless he notifies the Company in writing to the contrary in which case interest thereon shall be payable as provided above.

The Bonds of the 1971 Series shall be subject to redemption as provided in Sections 6.04, 9.04, and 9.06 relating to the use of deposited

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cash and trust moneys for such purpose, and in the manner provided in Article Eleven, and are entitled to the benefits of and are subject to redemption by the Sinking Fund described in Article Four.

Section 3.02. *Issue of Bonds of the 1971 Series.* Bonds of the 1971 Series for the aggregate principal amount of \$24,000,000 from time to time on or before September 1, 1953, in lots of not less than \$4,000,000 aggregate principal amount (except for the last lot) may be executed by the Company and delivered to the Trustee, and shall thereupon be authenticated and delivered by the Trustee upon the written order of the Company, accompanied by the following:

(1) *Order of Company.* A written order of the Company requesting the authentication and delivery of the Bonds of the 1971 Series then to be issued, specifying the aggregate principal amount and enumerating the other papers filed therewith pursuant to the requirements of this Section.

(2) *Company's Certificate.* A certificate of the Company complying with the provisions of Section 1.05, stating that the Company is not, to the knowledge of the signers, in default in the performance of any of the covenants herein to be performed by it, stating the amount of available construction cash held by the Company on the date specified in the certificate which shall not be more than 10 days prior to the date of filing of the certificate, and describing the construction liens and judgment liens existing as of the date of the certificate, specifying the respective amounts thereof (except that construction liens and judgment liens for amounts which are estimated construction costs may be stated in one item as the aggregate of such liens, identified as to the nature thereof) and certifying that the Company has received in cash as consideration for the issue of its capital stock not less than the greater of \$2,000,000 or 25% of the sum of (i) the principal amount of the Bonds of the 1971 Series theretofore issued, (ii) the principal amount of the Bonds of the 1971 Series to which the certificate relates and (iii) the total cash consideration received by the Company for the issue of its capital stock.

(3) *Independent Engineer's Certificate.* A certificate of an independent engineer dated within sixty days of the date of the authentication of the Bonds requested, to the effect that as of such date the estimated cost of constructing and completing the Pipe Line was less than the sum of the following:

- (a) the amount in cash expended prior to such date;

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(b) the amount of unexpended available construction cash owned by the Company which was available on such date for the construction of the Pipe Line plus the amount then unconditionally subscribed by one or more of the registered holders of shares of the Company outstanding on April 15, 1951 for stock of the Company of any class or firm subscriptions that may be called in whole or in part at any time by the Company;

(c) the amount in the construction fund as of such date; and

(d) the difference between the principal amount of the Bonds of the 1971 Series issued prior to such date and either (i) \$24,000,000, or (ii) if the Company has theretofore delivered to the Trustee a certificate relating to the increase of the amount of Bonds of the 1971 Series over \$24,000,000 as provided in Section 3.03, \$24,000,000 plus the principal amount of additional Bonds of the 1971 Series available under Section 3.03 as the result of the filing of the Company's certificate and other papers required by that Section.

Such certificate shall also state as to the construction liens or aggregates thereof, and judgment liens described in the aforesaid Company's certificate whether or not they secure amounts which are estimated construction costs; provided, however, that if any construction lien or judgment lien has been so identified in a prior independent engineer's certificate, the current independent engineer's certificate need not repeat the identification but may state instead that there have been no changes as to the liens other than those then being identified. Such certificate shall comply with Section 1.05. No reference need be made in the engineer's certificate with respect to liens which have been discharged.

(4) *Cash in Amount of Bonds being Issued.* An amount of cash equal to the principal amount of Bonds of the 1971 Series the authentication of which is then being requested, which cash shall be deposited in the construction fund;

(5) *Cash for Liens.* The amount of cash which would be needed (in addition to the cash held by the Trustee for construction and judgment liens, or held by the Trustee or otherwise as security for prior liens,) to pay all of the construction liens, judgment liens and prior liens described in the opinion of counsel filed as part of the application which are on the mortgaged property.

(6) *Mortgage Tax Receipts, Commission Orders.* The certificates, receipts, orders and other evidence specified in clauses (ii) and (iii) of the opinion of counsel described below.

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(7) *Supplemental Instruments Creating Lien of Mortgage on Mortgaged Property.* Such supplemental indentures, mortgages, deeds, conveyances, assignments, transfers and other instruments, if any, as are specified as necessary in clause (iv) of the opinion of counsel described below.

(8) *Opinion of Counsel.* An opinion or opinions of Counsel complying with Sections 1.05 and 1.06

(i) stating that the instruments delivered to the Trustee conform to the requirements of this Mortgage and constitute sufficient authority hereunder for the Trustee to authenticate and deliver the principal amount of Bonds of the 1971 Series so requested;

(ii) stating that the Company has complied with the requirements, if any, of any mortgage recording tax law or other tax law applicable to the issue of the Bonds then applied for and describing the receipt or other evidence of payment given with respect thereto, or stating that there are no such legal requirements;

(iii) stating that a certificate of convenience and necessity is in full force and effect and that the Company has obtained the authorization, approval or consent by such Federal, State or other governmental regulatory body or commission at the time having jurisdiction in the premises with respect to the issue by the Company of the Bonds then applied for, that the same is in full force and effect and describing the order or certificate or other evidence of such authorization, approval or consent, or stating that no such authorization, approval or consent is required;

(iv) specifying the supplemental indentures, mortgages, deeds, conveyances, assignments, transfers and instruments of further assurance which are sufficient to subject to the direct lien of this Mortgage all of the property of the Company other than excepted property, acquired after the execution and delivery of this Mortgage and prior to a date not more than thirty days before the filing of the application accompanying such opinion of counsel and stating that they have been recorded to the extent necessary and that no further recording or re-recording or filing or re-filing of the instruments so specified or of the Mortgage or any other instrument is required to maintain the lien of this Mortgage upon such property as against all creditors and subsequent purchasers; or stating that said property is then subject to the direct lien of this Mortgage and that no such supplemental indentures, mortgages, deeds, conveyances, assignments, transfers or in-

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struments of further assurance are necessary for such purpose; and

(v) describing the construction liens and judgment liens on the mortgaged property and stating that no other liens prior to the lien of this Mortgage exist on the mortgaged property except other permitted liens, or if any such prior liens exist, describing them and the obligations they secure.

Section 3.03. *Additional Bonds of the 1971 Series.* The aggregate principal amount of Bonds of the 1971 Series provided for in Section 3.02 may be increased by an aggregate principal amount not in excess of \$3,500,000 if the Company shall have delivered to the Trustee from time to time prior to September 1, 1982:

(1) *Order of Company.* A written order of the Company requesting the authentication and delivery of the additional Bonds of the 1971 Series then to be issued, specifying the aggregate principal amount and enumerating the other papers filed therewith pursuant to this Section.

(2) *Company's Certificate.* A certificate of the Company complying with Section 1.05 stating

(a) that the Company has determined that the cost of the Pipe Line will exceed \$32,000,000 due to increases in costs over the estimates made prior to the execution of this Mortgage and specifying the amounts of the estimated increases; or

(b) that the Company has arranged to sell gas to distributors distributing in communities other than those reached by the branch lines enumerated in the granting clause of this Mortgage and that therefore additional branch lines will be required, specifying the estimated cost of such additional branch lines; and

(c) the principal amount by which the Bonds of the 1971 Series are to be increased over \$24,000,000 which increase shall not be more than the lesser of \$3,500,000 or 75% of the aggregate of the estimated increases in the construction cost of the Pipe Line and all its branch lines over \$32,000,000.

(3) *Federal Power Commission's Certificate (if any).* A certified copy of the certificate of Public Convenience and Necessity issued to the Company by the Federal Power Commission author-

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izing any additional branch lines, if any, described in the aforesaid Company's certificate.

(4) *Certificate of Independent Engineer.* A certificate of an independent engineer, dated within twenty days of the date of the aforesaid Company's certificate certifying that the amounts stated in the Company's certificate have been estimated by such independent engineer, specifying the amount or amounts so estimated.

The additional Bonds authorized by this Section 3.03 shall be issued in the manner specified in Section 3.04.

Section 3.04. Construction Fund. Withdrawal Certificates. Construction Certificates. The cash paid into the construction fund as aforesaid and all other cash paid into it shall be held by the Trustee as a part of the trust estate hereunder, subject however, to the provisions of Sections 9.10, 9.12 and 10.21 and, upon default in the payment of the principal of any of the Bonds, when and as the same shall become due and payable, whether by the terms thereof or by declaration or otherwise as herein provided, any cash then in the construction fund shall be forthwith applicable to the purposes specified in, and in accordance with the provisions of, Section 12.11; but, subject to the provisions of Section 10.21, unless a default on the part of the Company under any of the provisions of this Mortgage shall have happened and shall not have been remedied, cash in the construction fund shall be paid to the Company from time to time to or upon delivery to the Trustee of a withdrawal certificate of the Company and a certificate of an engineer (hereinafter called the engineer's construction certificate) with the other papers which are to accompany it as provided below, in such amounts as are necessary to reimburse the Company for construction costs.

A. *Withdrawal Certificate.*

The withdrawal certificate of the Company shall be dated within 20 days prior to its delivery to the Trustee and shall set forth the substance of and shall be in substantially the following form:—

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No. Date

ALGONQUIN GAS TRANSMISSION COMPANY

REQUEST AND CERTIFICATE

FOR WITHDRAWAL FROM CONSTRUCTION FUND

Filed under Section 3.04 of

First Mortgage and Deed of Trust

Dated as of March 1, 1951

1. This withdrawal certificate is filed with the Trustee of the above described Mortgage on behalf of Algonquin Gas Transmission Company pursuant to Section 3.04 of the Mortgage. The withdrawal of \$ from the construction fund held by the Trustee under the Mortgage is hereby requested. There are submitted herewith the engineer's construction certificate and an opinion of counsel required by Section 3.04. If the engineer's construction certificate is not signed by an independent engineer, it is accompanied by the independent engineer's certificate required by such Section.

2. The amount of available construction cash held by the Company as of the date of the engineer's construction certificate was \$

3. We certify that the aggregate amount of construction liens and judgment liens on the property of the Company that secure construction costs (actual or estimated) is \$

4. We certify that the aggregate amount of construction liens and judgment liens on property of the Company that secure amounts which are not construction costs (actual or estimated) is \$ Such construction liens and judgment liens are described in the attached schedule in which the amount of each is stated, except that those heretofore certified to the Trustee are not described again. There have been no changes in the liens heretofore evidenced which are not described again except as indicated in the schedule.

5. Each of us hereby certifies that the Company is not to our knowledge, in default in the performance of any of the covenants in the Mortgage to be performed by it.

6. Each of us has read the covenants and conditions of the Mortgage relating to withdrawals from the construction fund and has also read the definitions in the Mortgage relative thereto. Each of us is of

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opinion that such covenants and conditions have been complied with. All of the terms used herein have the meanings specified in the Mortgage.

7. The undersigned respectively have based the statements herein on [give a brief statement as to the nature and scope of the examination or investigation upon which each of the signers has based the statements and opinions herein].

8. We are of opinion that we have made such examination or investigation as is necessary to enable each of us to express an informed opinion as to whether or not the aforesaid covenants and conditions have been complied with.

.....
(Vice) President

.....
(Assistant) Treasurer

B. Engineer's Construction Certificate.

The engineer's construction certificate shall comply with the requirements in the definition of "certificate of an engineer" in Section 101, shall be dated within 30 days prior to its delivery to the Trustee and shall set forth the substance of and shall be in substantially the following form:—

No. Date

ALGONQUIN GAS TRANSMISSION COMPANY

ENGINEER'S CONSTRUCTION CERTIFICATE

Filed under Section 204 of

First Mortgage and Deed of Trust

Dated as of March 1, 1951

We, the undersigned, hereby make this certificate with respect to the withdrawal of \$ from the construction fund under the above described Mortgage in accordance with the withdrawal certificate of the Algonquin Gas Transmission Company bearing the same date and number as this certificate.

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REGISTRY OF DEEDS
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All of the terms used herein have the meanings specified in said First Mortgage and Deed of Trust, (herein called the Mortgage) and all references to Sections and subsections are to Sections and subsections of the Mortgage.

- 1. The total payments to the construction fund prior to the date hereof have been \$
- 2. The total withdrawals from the construction fund prior to the date hereof have been \$
- 3. The balance now in the construction fund is \$
- 4. The balance of expenditures or obligations incurred for construction costs certified by the last construction certificate, for which no withdrawal has been made is \$
- 5. Prior to the date hereof and subsequent to the date of the last construction fund certificate the Company has expended or incurred obligations for construction costs for which it is entitled under Section 3.04 to withdrawals from the construction fund amounting to \$
- 6. The total amount which the Company is entitled to withdraw under Section 3.04 is \$
- 7. In the accompanying withdrawal certificate the Company has requested the withdrawal of \$
- 8. The balance (if any) of the amount which the Company will be entitled to withdraw on the basis of the property hereby or heretofore certified, after the withdrawal requested as aforesaid will be \$
- 9. The balance that will remain in the construction fund after the withdrawal requested as aforesaid will be \$

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PROPERTY DIVISION

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10. The principal subdivisions of plant account, to which the aforesaid construction costs have been charged, or in the case of work in progress, the work orders for the properties being constructed or installed, are stated in the attached schedule which is hereby incorporated in this certificate. The schedule states the amounts of construction costs charged to each item and indicates whether the construction cost of such item has been paid or an obligation has been incurred for it. The part of each obligation which has become due or will be due within 60 days of the date of this certificate is also stated. The property listed in the attached schedule is herein sometimes called the certified property.

11. No part of the certified property has been included in or made the basis for the authentication of any Bonds, or the release of property or for withdrawals from the construction fund or for any other withdrawals under the Mortgage, nor has any part of the certified property been purchased with insurance proceeds.

12. The construction liens and judgment liens securing an aggregate amount of \$ _____ evidenced by the Company's withdrawal certificate of even date herewith are liens that secure estimated construction costs. The other liens described or referred to therein do not secure estimated construction costs.

13. As of the date of this certificate the estimated cost of constructing and completing the Pipe Line was less than the sum of the following:

- (a) the amount in cash expended prior to such date;
- (b) the amount of unexpended available construction cash owned by the Company which was available on such date for the construction of the Pipe Line plus the aggregate amount then unconditionally subscribed by one or more of the registered holders of shares of the Company outstanding on April 15, 1961 for stock of the Company of any class on firm subscriptions that may be called in whole or in part at any time by the Company;
- (c) the amount in the construction fund as of such date prior to the withdrawal to which this certificate relates;
- (d) the difference between the principal amount of the Bonds of the 1971 Series issued prior to such date and either (i) \$24,000,000, or (ii) if the Company has theretofore delivered to the Trustee a certificate relating to the increase of the amount of Bonds of the 1971 Series over \$24,000,000 as pre-

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vided in section 3.03, \$24,000,000 plus the principal amount of additional Bonds of the 1971 Series available under Section 3.03 as the result of the filing of the Company's certificate and other papers required by that Section.

- 14. All conditions precedent provided for in the Mortgage relating to the withdrawal of cash in the construction fund have been complied with.
- 15. Each of us has read the covenants and conditions of the Mortgage relating to withdrawals from the construction fund and have also read the definitions in the Mortgage relative thereto and each of us is of opinion that such covenants and conditions have been complied with.

We have based the statements herein on (give a brief statement as to the nature and scope of the examination or investigation upon which each of the signers has based the statements and opinions herein).

We are of opinion that we have made such examination or investigation as is necessary to enable us to express an informed opinion as to whether or not the aforesaid covenants and conditions have been complied with.

.....
(Vice) President

.....
Engineer

C. Cash for Liens.

The amount of cash which would be needed (in addition to cash held by the Trustee for construction and judgment liens, or held by the Trustee or otherwise as security for prior liens) to pay all of the construction liens, judgment liens and prior liens described in the opinion of counsel filed as part of the application which are on the mortgaged property.

D. Opinion of Counsel.

Each construction certificate must be accompanied by an opinion of counsel complying with Sections 1.05 and 1.06 dated within twenty

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days prior to the date of filing of the construction certificate with the Trustee. It shall:

(a) state that the accompanying construction certificate conforms to the requirements of the Mortgage and constitutes sufficient authority for the Trustee to pay to the Company from the construction fund the amount requested by the Company;

(b) state that the Company has acquired good and marketable legal title to the properties described in such certificate and the same are free and clear of all liens, charges and encumbrances prior to the lien of the Mortgage, except permitted liens and construction liens in the aggregate amount specified, if any, and specified judgment liens, if any;

(c) state that a certificate of convenience is in full force and effect and that the Company has lawful power to acquire, own and to use in its business the property covered by such certificate and to the extent that any permits, licenses, rights-of-way or easements are necessary for the maintenance and use of such property, the Company, either alone or jointly with some other corporation or individual, lawfully holds such permits, licenses, rights-of-way and easements, and that each such permit, license, right-of-way and easement is, in the opinion of such counsel, adequate for the operations of the Company and does not contain any provisions materially prejudicial to the interests of the Bondholders, or that the Company does not have all necessary permits, licenses, rights-of-way or easements, but in the opinion of such counsel, the absence of such thereof as the Company does not have, will not adversely affect the operations, business and properties of the Company as a whole;

(d) state that the supplemental indentures, mortgages, deeds, conveyances, assignments, transfers and instruments of further assurance, if any, which are sufficient to subject to the direct lien of this Mortgage the properties covered by the accompanying construction certificate, have been duly executed, delivered and recorded and no further recording or re-recording or filing or re-filing of the instrument so specified or of this Mortgage or any other instrument is required to maintain the lien of this Mortgage upon such properties as against all creditors and subsequent purchasers; or that such properties or stated parts thereof are then subject to the direct lien of this Mortgage and that no such mortgage, deed, conveyance, transfer or instrument of further assurance is necessary for such purpose; and

(e) describe the construction liens and judgment liens on the mortgaged property and state that no other liens prior to the lien of this Mortgage exist on the mortgaged property except

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permitted liens, or if any such prior liens exist, describe them and the obligations they secure; and

Each engineer's construction certificate, if not made by an independent engineer, shall also be accompanied by a certificate of an independent engineer, dated within twenty days prior to the date of filing of the accompanying engineer's construction certificate with the Trustee, stating in substance that the signer has examined the engineer's construction certificate with which it is filed and approves and confirms the statements made in items 5, 6, 10 and 13 of the engineer's construction certificate and shall comply with the requirements in the definition of "Certificate of Independent Engineer" in Section 1.01.

The Company covenants to use all withdrawals from the construction fund on the basis of obligations incurred for construction costs for the payment of such obligations and that within ninety days after receipt of any such withdrawal, it will file with the Trustee a certificate of the company certifying that all of such obligations (i) have been fully paid or discharged, or (ii) have been fully paid or discharged except for a specified amount, stating the reason for such non-payment and stating that an amount equal to the undischarged portion of such obligations is being held by the Company for the purpose of satisfying the same.

Section 3.05. Payments to Trustee for Construction Liens and Judgment Liens, Certification Thereof. The Company shall pay to the Trustee from time to time such amounts as may be necessary to pay all construction liens and judgment liens at any time existing on the mortgaged property. Such payments shall be made semi annually on February first and August first in each year as provided below and also when and as required by this Mortgage in connection with withdrawals from the construction fund under Section 3.04, the issue of additional Bonds under Section 5.02, Section 6.01 or Section 7.01, the release of property under Section 8.03 or the release of moneys under Section 9.03, or 9.05 or 10.21.

On the first days of February and August of each year, commencing February 1, 1952, the Company shall certify to the Trustee, in a special certificate filed for the purpose, the total amounts of construction liens and judgment liens on the property of the Company as of the first days of the previous January and July respectively, describing the liens evidenced and specifying the amounts of each; provided that no special

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PROPERTY COUNTY

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certificate shall be required if construction liens and judgment liens have been evidenced in another certificate of the Company or of an engineer as of a date not more than 100 days prior to the date as of which the information in such special certificate would otherwise be required.

If the construction lien or judgment lien is for an actual or estimated construction cost, the amount thereof shall be held in the construction fund and shall be subject to withdrawal as provided above, provided, however, that the Trustee may pay any or all of such liens as it determines should be paid to protect the mortgaged property. The cash in the construction fund shall not be withdrawn below the amount needed to pay the principal of the amounts of construction or judgment liens for estimated construction costs, unless it is withdrawn for the payment of such liens. References in this Mortgage to the amounts held by the Trustee for construction and judgment liens shall include the amount held in the construction fund for construction liens and judgment liens for actual or estimated construction costs.

If the construction liens or judgment liens are not for actual or estimated construction costs, the Company covenants that it will pay the amounts thereof to the Trustee for the payment of such liens when and as such liens are evidenced to the Trustee in any manner.

The cash held for construction liens and judgment liens which are not for actual or estimated construction costs, shall be held subject to the lien of the Mortgage and shall be used by the Trustee from time to time for the payment and discharge of such liens or for reimbursing the Company for expenditures made by it for such purpose. Such reimbursements shall be made by the Trustee to the Company on the receipt of a certificate of the Company specifying the discharged liens for which the reimbursements are being received and an opinion of counsel to the effect that the lien in question has been cancelled or that the property subject thereto has been disposed of in accordance with the provisions of this Mortgage.

If, upon the discharge of a construction lien or judgment lien all or any part of the amount reserved for it remains in the possession of the Trustee and is not needed for reimbursement to the Company it shall be retained in the construction fund unless such cash was originally paid to the Trustee by the Company for the discharged lien in which case it shall be returned to the Company.

Subject to the provisions of subsections (j) and (k) of Section 15.01 the Trustee may accept as conclusive proof of the discharge of a con-

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struction or judgment lien, an opinion of counsel filed with the Trustee stating that such construction lien or judgment lien has been discharged.

Each certificate and opinion filed with the Trustee for the purpose of payments to the Company as reimbursement for construction or judgment liens paid by the Company shall contain the statements required by Section 1.05 and 1.06.

ARTICLE FOUR

SINKING FUND FOR BONDS OF THE 1971 SERIES

SECTION 4.01. *Sinking Fund for Bonds of the 1971 Series.* As long as any Bonds of the 1971 Series are outstanding the Company shall pay to the Trustee to be held by it as a sinking fund for the Bonds of such series, the following amounts at least one day prior to each of the following dates (hereinafter called the sinking fund dates):—

July 1, 1954	\$230,000
January 1, 1955	250,000
July 1, 1955	610,000
January 1, 1956	610,000
July 1, 1956	665,000
Each January 1 and July 1 after July 1, 1956 to and including January 1, 1971	720,000

If more than \$24,000,000 principal amount of Bonds of the 1971 Series are issued, the foregoing sinking fund payments shall be increased pro rata in accordance with their amounts by an aggregate equal to the amount of such excess over \$24,000,000.

In addition to the foregoing compulsory payments, the Company may at its option pay to the Trustee for the sinking fund from time to time after January 1, 1955, on any of the sinking fund dates, such amounts as the Company may determine, provided that the optional payments in any calendar year shall not exceed the lesser of \$750,000 and the net income of the Company for the immediately preceding calendar year. The term "net income" as used in this paragraph shall be the net income of the Company computed in accordance with sound accounting principles customarily followed by comparable gas transmission companies after all interest, taxes and depreciation charges of the Company for such calendar year minus an amount equal to all

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sinking fund payments made during such year, other than payments made pursuant to the option contained in this paragraph, and minus an amount equal to all dividends paid on the capital stock of the Company during such year. The right to make the aforesaid optional payments to the sinking fund shall not be cumulative.

Payments to the sinking fund may be made in cash or at the option of the Company in Bonds of the 1971 Series at their principal amount. Bonds surrendered to the Trustee for credit to the sinking fund shall, if in coupon form, be accompanied by all unmatured coupons or if in fully registered form shall be accompanied by such instruments of transfer, if any, as may be necessary to vest title thereto in the Company. Upon receipt by the Trustee, the coupon Bonds and coupons surrendered for credit to the sinking fund shall be cancelled and cremated and shall not be reissued, and the fully registered Bonds so surrendered shall be cancelled and returned to the Company and shall not be reissued. If the compulsory sinking fund payments are made in cash, the Company shall also pay to the Trustee an amount equal to the interest on the Bonds of the 1971 Series which will be redeemed for the sinking fund as provided below.

The cash in the sinking fund shall be held solely for the security of the Bonds of the 1971 Series and for the obligations of the Company to the Trustee under the Mortgage. Unless a default exists, the cash in the sinking fund shall be used by the Trustee for the redemption or purchase of Bonds of the 1971 Series as hereinafter provided.

The Company will file with the Trustee annually on or before November 15, and May 15 of each year commencing with May 15, 1964, a Company's certificate stating what part of the sinking fund obligation due on the next following sinking fund date will be paid in cash and what part by the delivery of Bonds of the 1971 Series. The certificate shall also contain such further information as the Trustee may require to determine the amount of cash which will be available for the redemption of Bonds of the 1971 Series in the sinking fund on the next sinking fund date. If the Company's certificate shows that there will be more than \$10,000 available, plus accrued interest on the Bonds to be redeemed, such cash to an amount sufficient to reduce it to not more than \$1,000, together with the amount paid to the Trustee on account of accrued interest, shall be applied by the Trustee to the redemption of Bonds of the 1971 Series on such sinking fund date in accordance with the provisions of Article Eleven. If the Company's certificate shows that the amount of cash will be less than \$10,000 such amount need not be

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Prothonotary

applied by the Trustee to the redemption of Bonds of the 1971 Series but may be applied from time to time by the Trustee in its discretion to the purchase, in the open market or by private purchase, of Bonds of the 1971 Series at not exceeding the principal amount thereof, together with accrued and unpaid interest to the date of purchase. Any balance remaining unexpended in the sinking fund shall be applied by the Trustee for the purchase or redemption of Bonds on the following sinking fund date.

Section 4.02. Certificate of Available Gas Supply. Adjustment of Sinking Fund. The Company covenants that, so long as any Bonds of the 1971 Series are outstanding, it will file with the Trustee on or before July 1 in each year beginning with the year 1953 and to and including the year 1970 a Certificate of Available Gas Supply stating that in the opinion of the signer or signers of such certificate, the date of exhaustion of the Company's Available Gas Supply will be a date not earlier than September 1, 1973, or will be a specified date earlier than September 1, 1973. The Certificate of Available Gas Supply shall be an engineer's certificate, except that the Certificate of Available Gas Supply filed on or before July 1, 1953 and on or before July 1 of each third year thereafter shall be an independent engineer's Certificate and any other Certificate of Available Gas Supply may be an independent engineer's Certificate if the Company so determines.

The term "date of exhaustion of available gas supply", as used herein, shall mean the date on which, in the opinion of the signer or signers of such Certificates, the Company's Available Gas Supply determined as at a prior date not earlier than the next preceding January 1 would be exhausted on the assumption that the volume of gas in such available gas supply were withdrawn after the date of determination thereof as specified in such Certificate at an annual rate equal to the volume of the Company's sales and use of gas (including gas unaccounted for) during the calendar year preceding the filing of such certificate. If the date of exhaustion of available gas supply shown in such Certificate is earlier than September 1, 1973, the Certificate shall also state (i) the total volume of the Company's available gas supply as at the date of determination thereof specified in such Certificate, and (ii) the volume of the Company's sales and use of gas (including gas unaccounted for) during the preceding calendar year. If such date of exhaustion is September 1, 1973, or a later date, the Certificate shall also state the total volume of the Company's available gas supply

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PRATTNEY CORNER

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Plymouth County

Bristol County (S. 100.1)
Registry of Deeds
Plymouth County

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as of the date of determination thereof specified in such Certificate which the Company has the right to produce or a contract right to purchase, and the information required by (ii) of the preceding sentence.

The term "available gas supply" shall mean the minimum volume of natural gas which, by reason of the existence of proven natural gas reserves (including gas in solution or in a common reservoir with oil or distillate and to be produced with such oil or distillate in the form of casinghead gas) and the location of such reserves in relation to the Company's pipe lines, and after giving due consideration to the dedication of any portion of such reserves to others than the Company and to the effect of any applicable proration laws, regulations or orders, to all withdrawals (for the Company and others) from such reserves which may reasonably be expected and to all other pertinent factors relative to such reserves, the Company can, in the opinion of the signer or signers of such Certificate, reasonably expect to produce, or to purchase at economically practical prices (whether or not the Company then has a contract right to purchase such gas), to meet requirements in the future for the purpose of transportation to the Company's markets and sale to its customers.

In the event that any Certificate of Available Gas Supply so filed shall show that the date of exhaustion of available gas supply is a date earlier than September 1, 1973, the aggregate of the sinking fund installments due on the next succeeding sinking fund date and each sinking fund date thereafter up to and including the sinking fund date immediately preceding a date two years prior to said date of exhaustion of Available gas supply shall be increased by an amount equal to the aggregate of the sinking fund installments due on and after said date two years prior to said date of exhaustion of available gas supply, each such sinking fund installment coming due on and after the sinking fund date next succeeding the date of such Certificate and prior to the date two years prior to said date of exhaustion of available gas supply being increased proportionately, as nearly as may be so that each increased installment shall be a multiple of \$1,000, and the sinking fund installments due on and after said date two years prior to said date of exhaustion of available gas supply shall be eliminated and the schedule of sinking fund installments thus revised shall constitute the schedule of sinking fund installments hereunder until further revised as hereinafter provided.

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If any subsequent Certificate of Available Gas Supply shall show a date of exhaustion of available gas supply earlier than such date shown in the next preceding Certificate filed hereunder, the sinking fund installments due thereafter shall be again revised, by beginning with the schedule of sinking fund installments then in effect and proceeding as provided in the next preceding paragraph.

If any subsequent Certificate of Available Gas Supply signed by an independent engineer shall show a date of exhaustion of available gas supply later than such date shown in the next preceding Certificate filed hereunder, the sinking fund installments due on and after the sinking fund date next succeeding the filing of such Certificate shall again be revised by beginning with the original schedule of sinking fund installments stated in the Section 4.01 hereof and revising such schedule in the manner provided in the second preceding paragraph as though such revision were the first revision being made under this Section, except that if the date of exhaustion of available gas supply shown in such subsequent Certificate is later than August 31, 1973, such original schedule of sinking fund installments shall be restored; in any such case, if the aggregate amount of Bonds of the 1971 Series theretofore redeemed for or credited against the sinking fund shall exceed the difference between the maximum principal amount of Bonds of the 1971 Series theretofore issued and the principal amount of remaining sinking fund installments, such excess shall be credited on the obligation of the Company to retire Bonds of the 1971 Series on the next succeeding sinking fund installment or installments.

Promptly after the revision of any sinking fund schedule shall take effect as provided in this Section, the Company will file with the Trustee an officers' certificate setting forth the revised schedule and, within a reasonable time after receipt of such officers' certificate, the Trustee shall mail copies thereof to the Bondholders in the manner and to the extent provided in Section 15.06(c).

ARTICLE FIVE

ISSUE OF BONDS IN ADDITION TO BONDS OF THE 1971 SERIES ON THE BASIS OF PROPERTY ACQUISITIONS

SECTION 5.01. *Conditions Precedent to Issue of Additional Bonds.* From time to time Bonds in addition to the Bonds of the 1971 Series may

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be issued on the basis of property additions subject to the following conditions:—

(1) The aggregate principal amount of Bonds so issued shall not exceed sixty-six and two-thirds per cent of the amount of the net bondable property additions evidenced to the Trustee as hereinafter provided.

(2) The Company's net earnings available for interest for twelve consecutive calendar months within the fifteen calendar months immediately preceding the calendar month in which the application for the issue of the additional Bonds is made shall be not less than two and one quarter times the aggregate annual interest charges on all senior indebtedness.

(3) The Company's net earnings available for interest and depreciation for the aforesaid twelve consecutive calendar months shall be not less than (a) four times the aggregate annual interest charges on all senior indebtedness; and (b) one and one half times the sum of said aggregate interest charges on senior indebtedness plus the maximum aggregate amount of compulsory sinking fund payments and serial maturities, if any, which will become due on the Bonds outstanding on the application date and on the additional Bonds to which the application applies during any calendar year prior to the maturity date of the Bonds of the 1971 Series or prior to a later maturity date of Bonds of such other series as may be designated for that purpose in the supplemental indenture creating such series, but excluding the last serial maturity of serial Bonds of any series.

(4) No Bonds in addition to the Bonds of the 1971 Series shall be issued unless and until the Pipe Line has been completed and is in operation.

Section 5.02. Required Procedure for the Issue of Additional Bonds.

Bonds in addition to the Bonds of the 1971 Series (hereinafter sometimes called additional Bonds) shall be authenticated by the Trustee and delivered to or on the order of the Company on the basis of property additions upon delivery to the Trustee of the following:—

A. *Order of Company.* A written order of the Company requesting the authentication and delivery of the additional Bonds, specifying the aggregate principal amount and the series and enumerating the other papers filed therewith pursuant to the requirements of this Article.

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B. *Resolution of Board.* A resolution of the board authorizing the issue of the Bonds described in the order.

C. *Property Additions Certificate.* An engineer's certificate (hereinafter called a property additions certificate) dated not more than 45 days prior to the application date which shall set forth the substance of and shall be substantially in the form of the following certificate, subject to the additions or modifications required by the provisions of this Section following the form of certificate to the extent that they are applicable.

No. _____ Date _____

ALGONQUIN GAS TRANSMISSION COMPANY

PROPERTY ADDITIONS CERTIFICATE

Filed under Section 5.02 of
First Mortgage and Deed of Trust.

Dated as of March 1, 1951

1. This property additions certificate is filed with the Trustee of the above described First Mortgage and Deed of Trust (hereinafter called the Mortgage) on behalf of Algonquin Gas Transmission Company (hereinafter called the Company) pursuant to Section 5.02 of the Mortgage. It is filed to evidence bondable property additions of the net amount of \$ _____ as the basis for the issue of \$ _____ principal amount of First Mortgage Pipeline Bonds of the _____ Series of the Company issued under the Mortgage. We each certify to the facts set forth in this certificate and in the schedules hereto attached, all of which are as of the date of this certificate unless the context indicates otherwise.

2. The property additions credit available to the Company as shown by the last property additions certificate filed with the Trustee (No. _____) is \$ _____.

3. The Company has completed the Pipe Line as defined in the Mortgage and the Company has acquired and now owns bondable property additions not heretofore evidenced to the Trustee by prior property additions certificates. Such property additions are briefly described in Schedule A hereto attached by a statement of the principal subdivisions of plant account, (or job

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orders as to property under construction), to which the cost of such property additions has been charged or when so required by the Mortgage by separate description of specific items. The property additions evidenced by this certificate are hereafter sometimes called certified property additions. The respective cost and fair values to the Company of each of such subdivisions or job orders or separate items, if any, are stated in Schedule A after their descriptions. None of the certified property additions has been bonded or is included in any other pending property additions certificate. The aggregate of the lesser of the cost or fair value of each item of certified property additions as shown by Schedule A is

\$ _____

4. The aggregate amount of bondable property additions certified by this certificate plus the aforesaid property additions credit is

\$ _____

5. The net retirements from the date of the aforesaid last property additions certificate filed with the Trustee to the date of this certificate as shown by Schedule B is \$ _____. Such amount of bondable property additions certified by this certificate is hereby applied against the aforesaid net retirements and is thereby bonded

\$ _____

6. The aggregate amount of bondable property additions certified by this certificate which is available as the basis for the issue of the additional Bonds to which this certificate relates is (Item 4 less item 5)

\$ _____

7. The maximum amount of additional Bonds which may be issued against the bondable property additions certified by this certificate on the basis of 66 2/3% of Item 6 is \$ _____ of which the Company requests the authentication and delivery of \$ _____ principal amount forthwith.

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8. The aggregate amount of bondable property additions evidenced by this certificate which is hereby applied against the issue of the \$ _____ principal amount of Bonds to which this certificate relates on the basis of the principal amount of Bonds being equal to 66 2/3 % of the net amount of bondable property additions bonded with respect to such Bonds, is

\$ _____

9. The property additions credit available to the Company for use in its next property additions certificate is (Item 6 less Item 8)

\$ _____

10. The aggregate amount of construction liens and judgment liens on the property of the Company that secure actual or estimated construction costs is

\$ _____

11. The aggregate amount of construction liens and judgment liens on property of the Company that secure amounts which are not actual or estimated construction costs is

\$ _____

12. The amount now held by the Trustee for the payment of construction liens and judgment liens that secure amounts which are not actual or estimated construction costs is

\$ _____

13. The balance, if any, needed to pay all such existing known construction liens and judgment liens is deposited with the Trustee herewith and is

\$ _____

14. The aggregate amount of the obligations, if any, secured by prior liens on the property additions in Schedule A is _____ Provision has been made for the payment or redemption of such obligations in the manner required by the provisions of the

\$ _____

ASTOR COUNTY
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ASTOR COUNTY
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PROPERTY ONLY

ASTOR COUNTY (S-1047)
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Mortgage relating to the qualification as bondable property additions of additional property covered by prior liens. Such obligations, if any, and the provisions made for their payment or redemption are described in Schedule C.

15. There is no outstanding indebtedness of the Company known to the Company, after due inquiry, for the purchase price or construction of, or for labor, wages or materials in connection with the construction of, the certified property which could become the basis of a lien on such property additions (other than prior liens described in this certificate or permitted liens) which would in the opinion of the signers of this certificate, materially impair the security afforded by such property additions.

16. The undersigned engineer certifies that he has appraised the certified property additions and in his opinion they have the respective fair values indicated in Schedule A as of the date of this certificate.

17. None of the certified property additions (a) is subject to any lien, charge or encumbrance prior to the lien of the Mortgage except the prior liens, if any, described in this certificate, and permitted liens, nor (b) is a property addition which is not permitted to be made the basis of the issue of Bonds under Article Five of the Mortgage.

18. The Company is not to the knowledge of the signers in default in the performance of any of the covenants on its part to be performed under the Mortgage, and all conditions precedent provided for in the Mortgage relating to the issue of Bonds on the basis of property additions have been complied with.

19. Each of us has read the covenants and conditions of the Mortgage relating to the issue of Bonds on the basis of property additions and has also read the definitions in the Mortgage relative thereto. Each of us is of opinion that such covenants and conditions have been complied with. All of the terms used herein have the meanings specified in the Mortgage.

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BOSTON COUNTY
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20. The undersigned, respectively have based the statements herein on [give a brief statement as to the nature and scope of the examination or investigation upon which each of the signers has based the statements and opinions herein.]

21. We are of opinion that we have made such examination or investigation as is necessary to enable each of us to express an informed opinion as to whether or not the aforesaid covenants and conditions have been complied with.

(Vice) President

Engineer.

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SCHEDULE A
DESCRIPTION OF PROPERTY ADDITIONS
EVIDENCED BY ATTACHED
PROPERTY ADDITIONS CERTIFICATE.

Description	Cost	Fair Value	Lesser of cost or fair value

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SCHEDULE B

RETIREMENTS

1. The aggregate amount of all retirements up to the date of the certificate to which this schedule is attached, not heretofore offset by property additions or retirement credits as evidenced by a previous property additions certificate is

2. The following retirement credits are hereby applied against the aforesaid retirements

(a) Cash and the principal amount of any purchase money obligations and governmental obligations deposited with the Trustee to obtain the release of, or representing the proceeds of the taking by eminent domain or of the purchase by a public authority or of any other disposition of, or of insurance on, property included in the aforesaid retirements. (The retirement credits included by this item are briefly itemized in Note 2(a) below)...

(b) The amount of all property additions, if any, which have become bonded property since the date of the last property additions certificate through its being substituted for bonded property sold or disposed of under Article Eight relating to the release of property under the Mortgage, or through its being used to repair, replace or restore insured bonded property damaged or destroyed, the proceeds from the insurance thereon not having been required to be paid to the trustee under Section 10.10. (The retirement credits included in this

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item are briefly itemized in Note 2(b) below.)	\$ _____
3. Total retirement credits as aforesaid are	\$ _____
4. The net retirements remaining after the aforesaid credits are	\$ _____
5. The amount of net bondable property additions applied by the certificate to which this Schedule is attached against the aforesaid net retirements is	\$ _____
6. The retirement credit, if any, resulting from the excess of item 5 over item 4 above to be carried forward to the next property additions certificate is	\$ _____

Note 1

The following is a brief description of the retirements referred to in item 1 of this Schedule, showing the principal subdivisions of plant or capital account to which they have been or will be credited and showing the amount credited or to be credited to each subdivision.

Note 2(a)

Brief itemization of retirement credits included in item 2(a) above.

Note 2(b)

Brief itemization of retirement credits included in item 2(b) above.

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SCHEDULE C

OBLIGATIONS SECURED BY PRIOR LIENS ON CERTIFIED PROPERTY

ADDITIONS AND PROVISIONS MADE FOR THEIR PAYMENT OR REDEMPTION.

Nature of Obligation	Property subject to prior lien	Provision made for payment or redemption

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REGISTRY OF DEEDS
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If any part of the certified property additions consists of a plant or pipe line acquired as a whole or substantially as a whole and otherwise complying with the description given below a provision in substantially the following form, appropriately numbered, shall be included in the property additions certificate:—

"The items of property additions designated by reference to this paragraph and described separately in Schedule A consist of a plant or pipe line system acquired by the Company as a whole or substantially as a whole, which, within six months prior to the date of acquisition had been used or operated as a unit by one other than the Company in a business similar to that in which it has been or is being used or operated by the Company."

If any part of the certified property additions was acquired from an affiliate of the Company a provision in substantially the following form, appropriately numbered, shall be included in the property additions certificate:—

"The items of property additions designated by reference to this paragraph and described separately in Schedule A have been acquired from the affiliate of the Company indicated in Schedule A."

If any of the property additions to which the aforesaid property additions certificate relates have been used or operated by a person or persons other than the Company within six months prior to the date of acquisition by the Company in a business similar to that in which it has been used or is to be used or operated by the Company and the fair value to the Company of such property as set forth in such certificate is not less than \$25,000 and not less than 1% of the aggregate principal amount of the Bonds at the time outstanding, the property additions certificate shall be accompanied by a certificate of an independent engineer stating the fair value to the Company of such property and also stating the fair value to the Company of any property so used or operated which has been made the basis for the authentication and delivery of Bonds, the withdrawal of cash held hereunder or the release of property or securities since the commencement of the then current calendar year, and as to which a certificate or opinion of an independent engineer has not previously been furnished.

If the plant or pipe line or the property additions acquired from an affiliate shall have been acquired at a cost in excess of \$300,000,

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the property additions certificate and the other certificates and other papers required by this Article, shall be accompanied by either

(a) if not otherwise required, a certificate of an independent engineer dated not more than 45 days prior to the application date stating the fair value in the opinion of the signer, at the date of his certificate of such part of the property additions; or

(b) a certificate, order or other document showing an appraisal or valuation thereof made by the Federal Power Commission or other governmental body having jurisdiction in the premises as of a date not more than six months prior to the application date.

In either case, the fair value, so stated shall be the fair value used in the certificate and the certificate shall identify it as such.

If any part of the certified property additions was acquired in whole or in part for a consideration consisting of securities, a provision in substantially the following form, appropriately numbered, shall be included in the property additions certificate:—

“The item of property additions designated by reference to this paragraph and described separately in Schedule A was acquired by the Company—to the extent indicated—for a consideration consisting of the securities described in Schedule A and the fair value of such securities is the fair value fixed in the appraiser’s certificate of even date herewith filed with the Trustees signed by _____ as the appraiser.”

and there shall be filed with the property additions certificate a certificate by an independent appraiser stating in the opinion of the signer the fair value of the securities at the time of their delivery thereof as such consideration.

D. *Earnings Certificate.*

A certificate of the Company complying with Section 1.06 (hereinafter called the earnings certificate) dated not more than 45 days prior to the application date which shall state as of the date thereof unless otherwise specified below:

1. The amount of the net earnings available for interest and depreciation for a period of 12 calendar months within the 15 calendar months immediately preceding the calendar month in which the application for the issue of the additional Bonds is made.

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2. The amount of the net earnings available for interest for the same 12 months period.

3. The aggregate amount of annual interest charges on senior indebtedness.

4. The maximum aggregate amount of compulsory sinking fund payments and serial maturities which will become due on each series of Bonds (giving the figure for each series separately) during any calendar year prior to the maturity date of the Bonds of the 1971 Series or prior to a later maturity date of Bonds of such other series as may be designated for that purpose in the supplemental indenture, but excluding from such computation the last serial maturities of serial Bonds of any series.

5. A computation, based on the figures given in the preceding items showing compliance with the requirements of subsections (2) and (3) of Section 5.01.

The earning's certificate shall also state that the Company is not to the knowledge of the signer, in default in the performance of any of the covenants on its part to be performed under the Mortgage, and that the signers have read the covenants and conditions and the definition in the Mortgage relative to the issue of Bonds on the basis of property additions, that all of the terms used in the certificate have the meanings specified in the Mortgage and that the figures stated in the certificate have been computed and ascertained in accordance with the requirements of the Mortgage.

If the aggregate principal amount of Bonds applied for, plus the aggregate principal amount of Bonds issued since the commencement of the then current calendar year (other than those with respect to which a certificate of an accountant is not required or with respect to which a certificate of an independent public accountant has been previously furnished) is 10% or more of the aggregate amount of Bonds at the time outstanding, and if the period of 12 months for which net earnings are to be calculated is a period with respect to which an annual report is required to be filed with the Trustee by the Company, then the net earning's certificate shall be verified by the certificate of an independent public accountant.

If either of the amounts stated in items 3 or 4 above is increased after the date of the certificate but before the issue of the additional Bonds to which the certificate relates the Company shall file a supple-

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mental net earnings certificate showing such increases, but the Trustee shall be entitled to assume, in the absence of such supplemental earning's certificate that such statements in the net earning's certificate originally filed are correct.

E. Supplemental Instruments Creating Lien of Mortgage on Property Additions.

Such supplemental indentures, mortgages, deeds, conveyances, assignments, transfers and other instruments, if any, as are specified as necessary in clause (2) of the opinion of counsel described below in this Section.

F. Mortgage Tax Receipts, Commission Orders.

The certificates, receipts, orders and other evidence specified in clauses (6) and (7) of the opinion of counsel described below in this Section.

G. Opinion of Counsel.

An opinion or opinions of counsel complying with Sections 1.05 and 1.06:

(1) stating that the instruments which have been or are therewith delivered to the Trustee conform to the requirements of this Mortgage and constitute sufficient authority under this Mortgage for the Trustee to authenticate and deliver the Bonds applied for, and that, upon the basis of the acquisition of the property additions described in said instruments, the Bonds applied for may be properly authenticated and delivered under this Article;

(2) specifying the supplemental indentures, mortgages, deeds, conveyances, assignments, transfers and instruments of further assurance which are sufficient to subject to the direct lien of this Mortgage the property additions included in said certificate and stating that no further recording or re-recording or filing or re-filing of the instruments so specified or of the Mortgage or any other instrument is required to maintain the lien of this Mortgage upon such property additions as against all creditors and subsequent purchasers; or stating that said property additions are then subject to the direct lien of this Mortgage and that no such mortgage,

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deed, conveyance, transfer or instrument of further assurance is necessary for such purpose;

(3) stating that a certificate of convenience is in full force and effect and that the Company has acquired good and valid legal title to said property additions; and that all of said property additions are free and clear of all liens, charges and encumbrances prior to the lien of this Mortgage, except permitted liens, specified construction liens and specified judgment liens and also the prior liens, if any, mentioned in said property additions certificate and in such case that the nature, extent and amount of such prior liens and the provisions made for the payment or redemption of the obligations secured thereby are correctly stated in said certificate;

(4) stating that the Company has lawful power to acquire, own and use said property additions in its business; that it lawfully holds such permits, licenses, rights-of-way and easements, as are necessary for the maintenance and use of such property additions, and that they do not contain any provisions materially prejudicial to the interest of the bondholders, or, if the Company does not have all the necessary permits, licenses, rights-of-way and easements, that such lack will not substantially adversely affect the operations, business and properties of the Company as a whole;

(5) describing the construction liens and judgment liens on the mortgaged property and stating that no other liens prior to the lien of this Mortgage exist on the mortgaged property except permitted liens, or if any such prior liens exist, describing them and the obligations they secure;

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

(7) specifying the order, certificate or other evidence which will be sufficient to show the authorization, approval or consent by any Federal, State or other governmental regulatory body or commission at the time having jurisdiction in the premises, of or to the issue by the Company of the Bonds then applied for, or stating that no such authorization, approval or consent is required.

H. *Cash for Liens.*

The amount of cash which would be needed (in addition to cash held by the Trustee for construction and judgment liens, or held by the Trustee or otherwise as security for prior liens) to pay all of

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the construction liens, judgment liens and prior liens described in the opinion of counsel which are on the mortgaged property, including the bondable property additions then being evidenced to the Trustee.

ARTICLE SIX.

ISSUE OF BONDS OR DEPOSIT OF CASH.

SECTION 6.01. *Requirements for Issue of Bonds on Basis of Cash.* Additional Bonds, other than Bonds of the 1971 Series, may at any time and from time to time be issued on the basis of cash deposited with the Trustee in an amount equal to the principal amount of the additional Bonds then being issued. Such Bonds shall be authenticated and delivered by the Trustee, upon delivery to the Trustee of the following:

A. *Order of Company.* A written order of the Company requesting the authentication and delivery of the additional Bonds, specifying the aggregate principal amount and the series and enumerating the other papers filed therewith pursuant to the requirements of this Article.

B. *Resolution of Board.* A resolution of the board authorizing the issue of the Bonds described in the order.

C. *Cash Equal to Amount of Bonds.* Cash equal to the aggregate principal amount of the Bonds whose authentication and delivery is then applied for which shall thereupon become deposited cash.

D. *Company Certificate.* A certificate of the Company complying with Section 1.05 stating:

(a) that the Company is not to the knowledge of the signers in default in the performance of any of the covenants on its part to be performed under this Mortgage;

(b) the aggregate amount of construction liens and judgment liens on the property of the Company that secure actual or estimated construction costs;

(c) the aggregate amount of construction liens and judgment liens on the property of the Company that secure amounts which are not actual or estimated construction costs;

(d) the amount held by the Trustee for the payment of construction liens and judgment liens;

(e) the balance, if any, needed to pay all such existing known construction liens and judgment liens.

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E. *Mortgage Tax Receipts; Commission Orders.* The certificates, receipts, orders and other evidence specified in clauses 2 and 3 of the opinion of counsel hereinafter described.

F. *Opinion of Counsel.* An opinion or opinions of counsel complying with Sections 1.05 and 1.06:

(1) stating that the instruments which have been or are therewith delivered to the Trustee conform to the requirements of this Mortgage and constitute sufficient authority under the Mortgage for the Trustee to authenticate and deliver the Bonds applied for, and that, upon the deposit of an amount of cash equal to the aggregate principal amount of the Bonds then applied for, such Bonds may be properly authenticated and delivered under this Article;

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

(3) stating that a certificate of convenience is in full force and effect and specifying the order, certificate or other evidence which will be sufficient to show the authorization, approval or consent of or to the issue by the Company of the Bonds then applied for, by any Federal, State or other governmental regulatory body or commission at the time having jurisdiction in the premises, or stating that no such authorization, approval or consent is required; and

(4) describing the construction liens and judgment liens on the mortgaged property and stating that no other liens prior to the lien of this Mortgage exist on the mortgaged property except permitted liens, or if any such prior liens exist, describing them and the obligations they secure;

G. *Earnings Certificate.* An earnings certificate similar to the one required in subsection D of Section 5.02 on the issue of additional Bonds on the basis of property additions.

H. *Cash for Liens.* The amount of cash which would be needed (in addition to cash held by the Trustee for construction and judgment liens, or held by the Trustee or otherwise as security for prior liens) to pay all of the construction liens, judgment liens and prior liens described in the opinion of counsel filed as part of the application which are on the mortgaged property, including the bondable property additions then being evidenced to the Trustee.

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Section 6.02. *Principal Amount of Bonds Issued to Equal Cash Deposited.* Subject to the provisions of Section 2.04 and upon compliance with the provisions of Section 6.01, the Trustee shall authenticate and deliver Bonds of an aggregate principal amount up to, but not exceeding, the amount of the cash deposited with the Trustee pursuant to paragraph C of Section 6.01.

Section 6.03. *Deposited Cash held in Trust. Withdrawal.* The Trustee shall hold all deposited cash as a part of the trust estate hereunder, *subject, however,* to the provisions of Section 9.10 and Section 9.12, and, upon default in the payment of the principal of any of the Bonds, when and as the same shall become due and payable, whether by the terms thereof or by declaration or otherwise as herein provided, any deposited cash then in the hands of the Trustee shall be forthwith applicable to the purposes specified in, and in accordance with the provisions of, Section 12.11.

At any time and from time to time, whenever the Company shall become entitled to the authentication and delivery of Bonds on the basis of bondable property additions under the provisions of Section 5.02 (but subject in all respects to the limitations imposed by Section 5.01) the Trustee, upon receipt of a resolution of the board requesting the payment of a specified amount of deposited cash, and upon receipt also of the instruments and cash for liens required to be delivered to the Trustee by said provisions (with such appropriate omissions and variations as are applicable to deposited cash instead of additional Bonds), shall pay upon the written order of the Company, and the Company shall be entitled to withdraw, deposited cash of an amount equal to the principal amount of the Bonds which the Company would be entitled to have authenticated and delivered on the basis of such bondable additional property; *provided, however,* that, upon an application to withdraw deposited cash under the provisions of this section, it shall not be necessary for the Company to deliver to the Trustee (a) the resolution required by paragraph B of Section 5.02, or (b) the earnings certificate required by paragraph D of Section 5.02.

Section 6.04. *Application of Deposited Cash to Redemption of Bonds.* Deposited cash may also be applied by the Trustee at any time or from time to time to the payment of the principal of Bonds upon redemption in accordance with the provisions of Article Eleven or to the purchase of Bonds upon tender or in the open market, or at private

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sale or upon any securities exchange, or in any one or more of said ways, as the Company shall determine, upon receipt of and deposit with the Trustee of the following:

A. *Order of the Company.* An order of the Company requesting the application pursuant to the provisions of this Section of a specified amount of deposited cash, specifying the principal amount of Bonds and the series thereof to be redeemed and the redemption price, or, in case such moneys are to be applied to the purchase of Bonds, prescribing the method of purchase, the price or prices to be paid, and the maximum principal amount of Bonds and the series thereof to be purchased.

B. *Resolution of the Board.* A resolution of the board authorizing the application of such deposited cash to the redemption of Bonds as requested in the order.

C. *Cash for Interest and Premium, if any.* Cash equivalent to the maximum amount of accrued interest and the premium, if any, required to be paid in connection with any such redemption or purchase, which shall be held by the Trustee in trust for such purpose, and, to the extent not required for such purpose, shall be repaid to the Company.

D. *Company's Certificate.* A certificate of the Company, complying with Section 1.05 setting forth:

(1) that all Bonds so to be redeemed or purchased have been originally issued by the Company by way of *bona fide* sale other than to an affiliate of the Company;

(2) whether any of the Bonds so to be redeemed or purchased are owned legally or equitably by the Company or any affiliate of the Company and, if so, that they were acquired by the Company otherwise than from an affiliate of the Company, or by such affiliate of the Company otherwise than from the Company or any other affiliate of the Company, not more than thirty days prior to the date when the Trustee received the deposited cash the application of which to such redemption or purchase is then requested; and

(3) that the Company is not to the knowledge of the signers in default in the performance of any of the covenants on its part to be performed under this Mortgage.

E. *Opinion of Counsel.* An opinion of counsel, complying with Section 1.05 and 1.06, stating that it is proper for the Trustee, under the provisions of this Section, to apply deposited cash in accordance with such resolution of the board.

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Upon compliance with the foregoing provisions of this section, the Trustee may apply deposited cash as requested by said resolution of the board, up to, but not exceeding, the principal amount of the Bonds so to be redeemed or purchased, using the cash deposited pursuant to paragraph C of this Section to the extent necessary to pay any accrued interest and premium required in connection with any such redemption or purchase.

All Bonds purchased or redeemed by the Trustee under the provisions of this Section together with the unmatured coupons thereto appertaining shall, upon receipt thereof by the Trustee, be immediately cancelled and thereafter if in coupon form shall be cremated and if in fully registered form shall be delivered to the Company and shall not be reissued.

ARTICLE SEVEN.

Issue of Bonds on Retirement of Bonds Previously Issued Hereunder

SECTION 7.01. *Requirements for Issue of Bonds on Retirement of Bonds Previously Issued.* Additional Bonds other than Bonds of the 1971 Series may at any time and from time to time be issued on the basis of the retirement of a like principal amount of Bonds previously issued hereunder. Such additional Bonds shall be authenticated and delivered by the Trustee, upon receipt by and deposit with the Trustee of the following:

A. *Order of Company.* A written order of the Company requesting the authentication and delivery of the additional Bonds, specifying the aggregate principal amount and the series and enumerating the other papers filed therewith pursuant to the requirements of this Article.

B. *Resolution of Board.* A resolution of the board authorizing the issue of the Bonds described in the order.

C. *Bonds Previously Issued.* Bonds theretofore issued under this Mortgage, matured or unmatured, in negotiable form, cancelled or uncanceled, together with all unmatured coupons, if any, thereto apper-

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taining; provided, however, that, for the purposes of this Article, in lieu of depositing Bonds with the Trustee as aforesaid, the Company may deposit with or deliver to the Trustee:

(1) cash sufficient to pay or redeem certain Bonds theretofore issued hereunder, which cash shall be irrevocably deposited in trust for such purpose together with, either (a) a certificate of the Company stating that notice of redemption of such Bonds has been duly given, or (b) irrevocable instructions to the Trustee to give such notice on behalf of the Company; or

(2) a statement in the certificate of the Company required below, to the effect:

(a) that cash sufficient to pay or redeem certain Bonds theretofore issued hereunder is then held by the Trustee in trust irrevocably for such purpose and, in the case of redemption, that notice of redemption has been duly given, or that the Company has given to the Trustee irrevocable instructions to give such notice on behalf of the Company; or

(b) that certain Bonds theretofore authenticated and delivered hereunder have been paid, redeemed or otherwise retired and theretofore delivered to the Trustee.

D. *Company's Certificate.* A certificate of the Company, complying with Section 105, stating:

(1) that the Company is not to the knowledge of the signers in default in the performance of any of the covenants on its part to be performed under this Mortgage; and

(2) that the Bonds, the retirement of which (or provision therefor) is made the basis for the authentication and delivery of Bonds under this Article, do not include

(a) any Bond, the retirement of which, in any other provision or pending application or certificate, has been made the basis for the authentication and delivery of a Bond by the Trustee or which has been purchased, paid, redeemed or otherwise retired out of deposited cash, trust moneys or the proceeds of any insurance on any bonded property; or

(b) any Bonds of the 1971 Series purchased, paid, redeemed or otherwise retired through the operation of the sinking fund; or

(c) any Bond purchased, paid, redeemed or otherwise retired through the operation of any sinking, amortization, improvement or other analogous fund or applied as a credit

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against obligations or rights under any such fund, or by serial maturities, if any, which may hereafter be created as provided above in Section 2.04.

K. Mortgage Tax Receipts. Commission Orders. The certificates, receipts, orders and other evidence specified in clauses (2) and (3) of the opinion of counsel hereinafter described.

F. Opinion of Counsel. An opinion or opinions of counsel complying with Sections 1.03 and 1.06:

(1) stating that the instruments which have been or are therewith delivered to the Trustee conform to the requirements of this Mortgage and constitute sufficient authority under this Mortgage for the Trustee to authenticate and deliver the Bonds applied for, and that all necessary steps have been taken so that the Bonds applied for may be lawfully authenticated and delivered under this Article;

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

(3) stating that a certificate of convenience is in full force and effect and specifying the order, certificate or other evidence which will be sufficient to show the authorization, approval or consent of or to the issue of the Bonds then applied for, by any Federal, State or other governmental regulatory body or commission at the time having jurisdiction in the premises, or stating that no such authorization, approval or consent is required; and

(4) describing the construction liens and judgment liens on the mortgaged property and stating that no other liens prior to the lien of this Mortgage exist on the mortgaged property except permitted liens, or if any such prior liens exist, describing them and the obligations they secure.

G. Cash for Liens. The amount of cash which would be needed (in addition to cash held by the Trustee for construction and judgment liens, or held by the Trustee or otherwise as security for prior liens) to pay all of the construction liens, judgment liens and prior liens described in the opinion of counsel which are on the mortgaged property.

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H. *Earnings Certificate.* An earnings certificate similar to the one required in subsection (D) of Section 5.02 on the issue of additional Bonds on the basis of property additions, unless either

(1) the Bonds, the retirement of which (or provision therefor) is made the basis for the authentication and delivery of the Bonds then applied for, bear interest at the same or a higher rate than the Bonds the authentication of which is sought, or

(2) the Bonds, the retirement of which (or provision therefor) is made the basis for the authentication and delivery of the Bonds then applied for, mature within two years after the date of the application to the Trustee for the issue of the Bonds the authentication of which is sought;

provided however that nothing in clauses (1) or (2) shall be deemed to excuse the Company from delivering said earnings certificate unless the Company shall also deliver to the Trustee a certificate of the Company stating that the Bonds the retirement of which (or provision therefor) is made the basis for the authentication and delivery of the Bonds then applied for were at some previous time *bona fide* owned by some owner other than the Company or an affiliate of the Company.

SECTION 7.02. *Authentication and Delivery of Additional Bonds on Retirement of Outstanding Bonds.* Upon compliance with the provisions of Section 7.01, the Trustee shall authenticate and deliver Bonds of an aggregate principal amount up to, but not exceeding, the principal amount of the Bonds deposited with the Trustee, or paid, redeemed or otherwise retired, or for the payment or redemption of which cash has been deposited with or is held in trust by the Trustee, as provided in paragraph C of Section 7.01.

SECTION 7.03. *Retired Bonds to be Cancelled.* Every Bond and its coupons delivered uncanceled to the Trustee on the basis of which an additional Bond is authenticated and delivered under this Article, shall be immediately cancelled and thereafter, if in coupon form, shall be cremated or if in fully registered form, shall be delivered to the Company.

ARTICLE EIGHT.

POSSESSION, USE AND RELEASE OF MORTGAGED PROPERTY.

SECTION 8.01. *Company to have Use of Mortgaged Property, if no Default.* While not in default hereunder, the Company shall be

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permitted to possess, use and enjoy all of the mortgaged property (other than cash and securities required to be deposited with the Trustee hereunder) and to operate its gas transmission system with the rights, franchises and privileges appertaining thereto, and to receive and use the rents, earnings, income issues and profits therefrom, and may, in the ordinary course of business, but not otherwise, lease (subject to the lien of this Mortgage) particular parts of the mortgaged property if such leases will not materially affect the business of the Company adversely.

Section 8.02. Disposition or Modification of Certain Mortgaged Property Without Trustee's Release. The Company shall have the right, at any time and from time to time, unless an event of default shall have happened and shall not have been remedied, without any release from the Trustee,

A. to sell or dispose of, free from the lien of this Mortgage, pipe, furniture, apparatus, tools, implements or other machinery or other equipment constituting a part of the trust estate, which may have become worn out, obsolete or unfit for use or which are no longer useful, necessary or profitable in the conduct of the business of the Company, first or simultaneously replacing the same by new pipe, furniture, apparatus, tools, implements, machinery or other equipment of a value and utility at least equal to the value and utility of those disposed of, which shall forthwith be subjected to the direct lien of this Mortgage. No purchaser of any property so sold or disposed of shall be bound to inquire into the right of the Company to sell or otherwise dispose of the same free from the lien of this Mortgage;

B. to abandon, terminate, cancel, release or make alterations in or substitutions of any rights-of-way, easements, licenses or permits; if, in the opinion of the directors, this be desirable in the proper conduct of the business and in the operation of the properties of the Company, and will not materially and adversely affect the security for the Bonds; provided that any changed, altered or substituted rights-of-way, easements, licenses or permits shall forthwith become subject to the lien of this Mortgage, to the same extent and in the same manner as those previously existing; and provided further that, if the Company shall be entitled to receive any money or property as consideration or compensation for such termination, cancellation, release, alteration or substitution, such money or property, forthwith upon its receipt by the

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Company, shall be paid over by the Company to the Trustee if cash and in any event shall be subjected to the direct lien of this Mortgage and become a part of the trust estate;

C. to surrender or modify any franchise which the Company may own or under which it may be operating, provided that after the surrender or modification of any such franchise the Company shall still, in the opinion of the board of directors of the Company, be entitled, under some other, or without any, franchise, to conduct the same or an extended business in the territory in which it is then operating during the same or an extended period of time and provided further that, if the Company shall be entitled to receive any money or property as consideration or compensation for such surrender or modification, such money or property, forthwith upon its receipt, shall be paid over to the Trustee hereunder if cash and in any event shall be subjected to the direct lien of this Mortgage and become a part of the trust estate;

D. to alter, repair, replace, change the location or position of and to add to its plants, works, pipelines, buildings, structures, systems, machinery, equipment, apparatus and other fixtures and appurtenances; provided, however, that no change shall be made in the location or position of any such property subject to the lien of this Mortgage which removes such property into a jurisdiction in which this Mortgage has not been, or is not simultaneously, recorded or filed in the manner required by law to preserve the lien thereof on such property; and

E. to enter into agreements for the joint use of telephone and telegraph poles and equipment, or agreements with railroads by which the railroads permit the construction, maintenance and operation of pipelines in the railroad right-of-way for the transportation of gas; and to assume the burdens created thereby and under any law or governmental regulation or permit requiring the Company to maintain certain facilities or perform certain acts as a condition of its occupancy of or interference with any public lands or any river or stream or navigable waters or bridge or highway.

Section 8.03. *Releases by Trustee. Requirements.* The Company shall have the right, at any time and from time to time, to sell or dispose of any part of the trust estate (other than pledged contracts except as provided by Section 10.18) which shall no longer be useful,

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necessary, profitable, desirable or advantageous in the judicious management or maintenance of the trust estate or in the conduct of the business of the Company, or which the Company reasonably anticipates will be taken by eminent domain or acquired by any State, municipal or other governmental authority, or which the Company shall have been directed to sell or dispose of by order of any governmental authority having jurisdiction in the premises, and the Trustee shall, from time to time, release property so sold or disposed of from the operation and lien of this Mortgage, but only upon receipt by and deposit with the Trustee of the following:

A. *Order of the Company.* A written order of the Company requesting such release, describing the property to be released and describing the other papers to be filed, and specifying the cash, and securities, if any, to be deposited with the Trustee pursuant to this Article.

B. *Resolution of Board.* A resolution of the board authorizing the request for such release.

C. *Company's Certificate.* A certificate of the Company, complying with Section 1.06, dated not more than 45 days prior to the application for such release, and signed also by an engineer, setting forth in substance the following:

(1) That the Company has sold or disposed of or has contracted to sell or dispose of the property so to be released.

(2) Either (a) that such sale or disposition is desirable in the conduct of the business of the Company, and that the property to be released is no longer useful in the maintenance of the trust estate or in the conduct of the business of the Company, or (b) that such sale or disposition has been or is to be made to a State, municipality or other governmental subdivision which has the power to take such property by eminent domain and that such sale or disposition has been made in lieu and in reasonable anticipation of such taking by such State, municipality or governmental subdivision, or (c) that such sale or disposition is made to comply with an order or orders of a designated governmental authority having jurisdiction to require such sale or disposition.

(3) Whether any part of the property so to be sold or disposed of consists of a plant or pipeline system and, if so, such property shall be separately described; and also whether any part of the property so to be sold or disposed of has been sold or disposed

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of or contracted to be sold or disposed of to an affiliate of the Company, and, if so, such property shall be separately described.

(4) Whether any part of the property so to be sold or disposed of has been or is to be sold or disposed of, in whole or in part, for a consideration consisting of property or securities; and, if so, such part of said property shall be separately described, and said other consideration if any shall also be described.

(5) Whether any purchase money obligations to be delivered to the Trustee under paragraph E of this Section are to be secured by purchase money mortgage on less than all of the property to be sold or disposed of; and, if so, the property to be covered by such purchase money mortgage shall be separately described.

(6) The fair value of the property to be sold or disposed of at the date of such certificate as appraised by said engineer. If, by virtue of the foregoing clauses (3), (4) or (5) of this paragraph, any of the property to be sold or disposed of shall be separately described in the certificate, the fair value of such property shall be separately stated.

(7) Whether any part of the property to be sold or disposed of is bonded property and, if so, the amount thereof; and, as to any property to be sold or disposed of which is unbonded property, it shall be stated whether said property is at the date of said certificate, or was immediately before such sale or disposition, subject to a prior lien, and, if so, such lien shall be briefly described or otherwise identified and a statement shall be made as to whether such prior lien remains on any part of the trust estate not being released from the lien of this Mortgage.

(8) That the Company is not to the knowledge of the signers in default in the performance of any of the covenants on its part to be performed under this Mortgage.

(9) That the proposed release will not impair the security under the Mortgage in contravention of the provisions thereof.

If the fair value of the property to be released and of all other property released since the commencement of the then current calendar year, as set forth in certificates required by this Article, is 10% or more of the aggregate principal amount of Bonds at the time outstanding, and if the fair value of the property to be released, as set forth in the certificate required by this paragraph C equals or exceeds the greater of \$25,000 or 1% of the aggregate principal amount of Bonds at the time outstanding, the certificate required by this paragraph C shall be accompanied by a certificate of an independent engineer containing

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the statements required by subparagraphs (3) (4) (5) (6) and (9) of this paragraph C.

D. Release in excess of \$300,000 in value. Independent Engineer's Certificate or Appraisal. In case any part of the property to be released is shown by said certificate to have been sold or disposed of (or contracted to be sold or disposed of) to an affiliate of the Company and to have a fair value in excess of \$300,000, or is shown to consist of a plant or pipeline system having a fair value in excess of \$750,000 there shall be delivered to the Trustee a certificate of an independent engineer dated not more than 45 days prior to the application for the release of such property, complying with Section 105, stating the fair value, in the opinion of the signer, at the date of said certificate of such part of the property to be released.

E. Cash equal to fair value of released property. Substitutes for cash. Cash in an amount equal to the greater of (i) the fair value as certified pursuant to sub-paragraph (6) of paragraph C of this Section, or (ii) the fair value certified in paragraph D of this Section if such paragraph is applicable, or (iii) the amount or fair value of the consideration received or to be received from the sale or other disposition of the property to be released; provided, however, that in lieu of all or any part of such cash, the Company shall have the right to deposit with or deliver to the Trustee any of the following:

(1) Purchase money obligations secured by a mortgage on the property to be released, or a portion thereof, and maturing not later than September 1, 1971, and not exceeding in principal amount 66 2/3% of the fair value of the property covered by such purchase money mortgage, as certified to the Trustee pursuant to clause (6) of paragraph C of this section, which purchase money obligations, and the mortgages securing the same, shall be duly assigned to the Trustee and shall be received by the Trustee at the principal amount thereof in lieu of cash; provided, however, that the Trustee shall not accept any such purchase money obligations in lieu of cash as provided in this clause (1) if thereby the aggregate principal amount of all purchase money obligations received by the Trustee pursuant to this clause (1) and at the time held by the Trustee would exceed 25% of the principal amount of all Bonds then outstanding hereunder.

(2) Readily marketable interest bearing bonds or other interest bearing obligations maturing within five years of their deposit, constituting direct and general obligations of the United

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States in payment in whole or in part for the property to be released, which governmental obligations shall be duly assigned to the Trustee and shall be received by the Trustee at the principal amount thereof in lieu of cash. Such securities shall be accompanied by a certificate or opinion of an engineer, appraiser or other expert as to the fair value to the Company of such securities; and if the fair value to the Company of such securities and of all other securities (other than Bonds) made the basis of the authentication of Bonds, the withdrawal of cash or the release of property since the commencement of the then current calendar year, as set forth in the certificates or opinions required to be delivered to the Trustee under the provisions of this Mortgage, is 10 per centum or more of the aggregate principal amount of the Bonds at the time outstanding, such certificate or opinion shall be made by an independent engineer, appraiser or other expert, but such a certificate of an independent engineer, appraiser, or other expert shall not be required with respect to any securities so deposited, if the fair value thereof to the Company as set forth in the certificate or opinion required by this paragraph is less than \$25,000 or less than 1 per centum of the aggregate principal amount of the Bonds at the time outstanding.

(3) The following certificates if the property released is subject to a prior lien:

(a) a certificate of the trustee or other holder of a prior lien on all or any part of the property to be released and which upon such release will remain a prior lien on any other part of the trust estate, stating that a specified amount of cash or a specified principal amount of purchase money obligations or governmental obligations of the character described in the preceding clauses (1) and (2) of this paragraph and representing proceeds of the sale of such property, have been deposited with such trustee or other holder pursuant to the requirements of such prior lien; and such certificate shall be received by the Trustee in lieu of cash equal to the cash and the principal amount of the purchase money obligations and of the governmental obligations so certified to have been deposited with such trustee or other holder of such prior lien; or

(b) a certificate of the trustee or other holder of a prior lien on all or any part of the property to be released which is not a lien on any mortgaged property except the property to be released, stating the principal sum secured by such prior lien; and such certificate shall be received by the Trustee in lieu of cash equal to the principal sum secured by such prior lien but subject to the provision that if other cash has been deposited by the Company for the payment thereof such

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certificate shall be received by the Trustee in lieu of cash only up to the amount of the cash deposited with the Trustee in order to pay such prior lien; and provided that there shall be filed with the Trustee an opinion of counsel stating that such lien is a lien solely on the property to be released; and provided further that all cash then held by the Trustee for the purpose of paying such prior lien shall thereafter be held as trust moneys subject to disposition as such as provided in Article Nine hereof.

F. *Releases on the Basis of Property Additions.* In lieu of cash the certification of an amount of net bondable property additions at least equal to the fair value of the property released, or the excess of such fair value over the cash or securities deposited under paragraph E of this Section, such certification to be accomplished by the delivery to the Trustee of the following in addition to the papers required above in paragraphs A, B and C of this Section:

(1) *Supplemental Instruments Creating Lien of Mortgage on Property Additions.* Such supplemental indentures, mortgage deeds, conveyances, assignments, transfers or other instruments as, in the opinion of counsel, hereinafter referred to, may be necessary to vest in the Trustee as part of the mortgaged property all right, title and interest of the Company in and to the property additions made the basis of the release, unless the opinion of counsel states that no such instruments are necessary.

(2) *Documents Required by Section 5.02 with Appropriate Changes.* The orders, certificates, opinions, other instruments and cash which the Company would be required to furnish to the Trustee upon an application for the authentication and delivery of Bonds on the basis of property additions under Article Five, with appropriate changes and omissions. It shall not be necessary for the Company to deliver to the Trustee the resolution required by paragraph B, of Section 5.02 or the earnings certificate required by paragraph D of such Section, nor shall it be necessary for the opinion of counsel to contain the statements required by subparagraphs G(1) and (7) thereof. The statement required by subparagraph G(5) of Section 5.02 shall be modified so that it will relate to those liens only which are on the property additions being used as the basis for the release. If none of the property to be released is bonded property and such property or any part thereof is subject to a prior lien, the property additions then so certified may be subject to the same prior lien, and the property additions certificate and the opinion of counsel may be modified accordingly.

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G. *Orders of Governmental Authorities.* Certified copies of the orders, if any, specified in clause (c) of the opinion of counsel described below.

H. *Opinion of Counsel.* The opinion or opinions of counsel, in addition to the pertinent statements therein required by Section 5.02, shall state:

(a) that the instruments which have been or are therewith delivered to the Trustee conform to the requirements of this Mortgage and constitute sufficient authority under this Mortgage for the Trustee to execute and deliver the release requested, and that, upon the basis of the cash, purchase money obligations, governmental obligations, certificates, opinions, and other instruments delivered to the Trustee pursuant to this Section, the property so sold or disposed of may be released from the lien of this Mortgage;

(b) that the purchase money obligations, if any, delivered to the Trustee or the trustee or other holder of a prior lien pursuant to clause (1) or (3) of paragraph E of this Section are valid obligations and are duly secured by a valid purchase money mortgage constituting a direct lien upon all the property to be released, or upon the portion thereof described pursuant to clause (5) of paragraph C of this Section, free and clear of all prior liens, charges or encumbrances, except any prior liens, or other charges or encumbrances prior to the lien of this Mortgage, which may have existed on the property to be released immediately prior to such release and that the assignment of any mortgage securing such purchase money obligations is valid and is in recordable form;

(c) in case, pursuant to clause (3) (a) of paragraph E of this Section, any cash or purchase money obligations or governmental obligations shall be certified to have been deposited with the trustee or other holder of a prior lien, the opinion of counsel shall state that the property to be sold or disposed of, or a specified portion thereof, is or immediately before such sale or disposition was subject to such prior lien and that such deposit is required by such prior lien and that such prior lien remains a prior lien upon another part of the trust estate not released from the lien hereof;

(d) in case the sale or disposition of the property shall have been certified, pursuant to clause (2) of paragraph C of this Section, to be in lien and in reasonable anticipation of the taking of such property by the exercise of the power of eminent

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domain, the opinion of counsel shall state that such property could have lawfully been taken by the grantee by the exercise of the power of eminent domain; and

(c) in case the sale or disposition of the property shall have been certified, pursuant to clause (2) of paragraph C of this Section, to be in compliance with an order or orders of a designated governmental authority, stating that such governmental authority has jurisdiction to require such sale or disposition, and that such sale or disposition complies with the terms of an order or orders (described in the opinion) duly made by such governmental authority in the exercise of such jurisdiction.

1. *Cash for Liens.* The amount of cash which would be needed (in addition to cash held by the Trustee for construction and judgment liens, and held by the Trustee or otherwise as security for prior liens) to pay all of the construction liens, judgment liens and prior liens described in the opinion of counsel filed as part of the application which are on the bondable property additions, if any, then being evidenced to the Trustee.

SECTION 804. Release of Property Taken by Eminent Domain. Should any part of the trust estate be taken by the exercise of the power of eminent domain or should any State, municipality or other governmental authority at any time exercise any right, acquired by it in connection with a franchise or similar privilege granted by it to the Company, which it may then have to purchase any part of the trust estate, the Company, forthwith upon receipt, shall deposit the award for any property so taken by eminent domain or the proceeds of any such purchase with the Trustee, or, to the extent required, in the opinion of counsel, by the terms of a prior lien on all or any part of any property so taken or purchased, with the trustee or other holder of such prior lien. In the event of any such taking or purchase, the Trustee shall release the property so taken or purchased, but only upon receipt by and deposit with the Trustee of:

A. *Order of the Company.* An order requesting such release, briefly describing the property to be taken or purchased and enumerating the papers filed therewith.

B. *Resolution of Board.* A resolution of the board authorizing the release.

C. *Company Certificate.* A certificate of the Company, complying with Section 105, stating that such property has been taken by eminent domain and the amount of the award therefor, or that

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said property has been purchased by a State, municipality or other governmental authority pursuant to a right, acquired by it in connection with a franchise or similar privilege granted by it to the Company, to purchase such property and the amount of the proceeds of such purchase.

D. *Cash Proceeds.* The award for said property or the proceeds of such purchase; provided, however, that, in lieu of all or any part of such award or proceeds, the Company shall have the right to deliver to the Trustee a certificate of the trustee or other holder of a prior lien on all or any part of the property to be taken or purchased, stating that said award or proceeds, or such specified part thereof, has been deposited with such trustee or other holder pursuant to the requirements of such prior lien; and provided further that if the proceeds from such purchase are less than the cost to the Company of the property so purchased less depreciation thereon claimed and allowable on the federal income tax returns of the Company, the difference between such cost less depreciation and such proceeds shall be added to such proceeds by the Company when such proceeds are deposited as aforesaid.

E. *Opinion of Counsel.* An opinion or opinions of counsel, complying with Sections 1.05 and 1.06, stating

(1) that such property has been duly taken by the exercise of the power of eminent domain, or has been duly purchased by a State, municipality or other governmental authority in the exercise of a right, acquired by it in connection with a franchise or similar privilege granted by it to the Company, to purchase such property, and that the instruments which have been or are therewith delivered to the Trustee conform to the requirements of this Mortgage and constitute sufficient authority under this Mortgage for the Trustee to execute and deliver the release requested;

(2) that the amount of the award for the property so taken by eminent domain or the amount of the proceeds of the property so purchased, is not less than the amount to which the Company is legally entitled under the applicable laws governing such taking, or under the terms of such right to purchase, as the case may be; and

(3) in case, pursuant to the preceding paragraph D, the award for said property or the proceeds of such purchase, or any portion thereof, shall be certified to have been deposited with the trustee or other holder of a prior lien, that the property to be released, or a specified portion thereof, is or immediately before such taking or purchase was subject to such prior lien, and that such deposit is required by such prior lien.

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In any proceedings for the taking or purchase of any part of such property by the exercise of eminent domain or by virtue of any right of purchase vested in any State, municipality or other governmental authority, the Trustees may be represented by counsel, who may be counsel for the Company.

SECTION 8.05. Release of less than \$100,000 of property in any Calendar Year.

A. The Trustee shall when from time to time requested by the Company in a Company's certificate, without compliance with any of the provisions of Sections 8.03 and 8.04, release from the lien hereof any property, the fair value of which shall be stated in an engineer's certificate delivered to the Trustee simultaneously with the Company's certificate, provided that the fair value of the property released is less than \$25,000 and that such property, as stated in the engineer's certificate, is not useful or necessary in the conduct of the Company's business, and provided further that the aggregate fair value of all property released under this Section, in any calendar year, shall not exceed \$100,000. The engineer's certificate shall also state that the release will not impair the security under this Mortgage. The Company covenants that it will deposit with the Trustee as a part of the trust estate the consideration, if any, received by it upon the sale or other disposition of any property so released.

B. The Trustee shall, upon receipt of a written request of the Company and of the certificates and other documents, required by this Section, execute any release, waiver, consent or other document which may be requested by the Company to confirm any action taken by the Company as permitted by this Section. The respective certificates, other documents and written request above mentioned shall be full authority to the Trustee for executing any such release, waiver, subordination agreement, consent or other document and, subject to the provisions of subsections (j) and (k) of Section 15.01, the Trustee, in so doing, shall be without liability.

C. The Trustee shall, upon receipt of a written request of the Company, execute and deliver to the party or parties named in such written request, a fiduciary's deed or a quitclaim deed or other document which may be requested by the Company to confirm any

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conveyance of record title by the Company to any such party or parties, covering any excepted property included in paragraph F of the enumeration of excepted property; provided, however, that the Trustee shall also have received a certificate of the Company setting forth a brief description of such property and stating that such property is excepted property of a character described in paragraph F of the enumeration of excepted property and that said property has been paid for in full by or for the account of the party or parties for whom it was acquired, constructed or installed. Said written request and certificate shall be full authority to the Trustee for executing any such quitclaim deed or other document, and subject to the provisions of subsections (j) and (k) of Section 15.01, the Trustee, in so doing, shall be without liability.

Section 8.06. Releases Permitted in Event of Default. In case an event of default shall have happened and shall not have been remedied, the Company, while in possession of the trust estate (other than securities, cash and other personal property held by the Trustee or the trustee or other holder of a prior lien), may do any of the things enumerated in Sections 8.02, 8.03 and 8.05, if the Trustee shall deem such action for the best interests of the bondholders and shall in writing expressly authorize or consent to such action or the holders of at least a majority in principal amount of the Bonds at the time outstanding shall in writing expressly authorize or consent to such action, in which event no certificate required by any of said Sections need contain a statement that no event of default has occurred.

Section 8.07. Releases by Receiver, etc. In case the trust estate (other than securities, cash and other personal property held by the Trustee or the trustee or other holder of a prior lien) shall be in the possession of a receiver or trustee lawfully appointed, the powers in this Article conferred upon the Company with respect to the sale or other disposition and release of the trust estate may be exercised by such receiver or trustee (subject to authorization or consent of the Trustee or bondholders as provided in Section 8.06), in which case a written request signed by said receiver or trustee shall be deemed the equivalent of the resolution of the board or written request required by any of said Sections and a certificate signed by such receiver or trustee shall be deemed the equivalent of any certificate of the Company required by any provision of this Mortgage. If the Trustee shall be

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in possession of the trust estate (other than securities, cash and other personal property held by the Trustee or the trustee or other holder of a prior lien) under any provision of this Mortgage, then such powers may be exercised by the Trustee.

Section 8.08. *Purchaser in good faith may assume authority to release.* No purchaser in good faith of property purporting to be released herefrom shall be bound to ascertain the authority of the Trustee to execute the release or to inquire as to the existence of any conditions required by the provisions hereof for the exercise of such authority; nor shall any purchaser or grantee of any property or rights permitted by this Article to be sold, granted or otherwise disposed of without release from the Trustee, be under any obligation to ascertain or inquire into the authority of the Company to make any such sale, grant or other disposition.

Section 8.09. *Proceeds to be Held by Trustee.* Except as herein otherwise specifically provided, cash received by the Trustee pursuant to this Article shall be held as trust moneys (as hereinafter defined) and shall be paid over or applied by the Trustee as provided in Article Nine and all purchase money obligations and governmental obligations received by the Trustee pursuant to this Article or pursuant to Section 10.08 shall be held by the Trustee as a part of the trust estate. Upon payment by or on behalf of the Company to the Trustee of the principal amount of any such obligation, or the portion thereof remaining unpaid, the Trustee shall release and surrender such obligation to the Company upon its written order.

ARTICLE NINE.

APPLICATION OF TRUST MONEYS AND OTHER MONEYS.

Section 9.01. *Cash included in "Trust Moneys".* As used in this Article "trust moneys" shall mean the moneys received by the Trustee other than the following:

- (a) deposited cash;
- (b) moneys in the construction fund unless such moneys have become trust moneys under subsection (6) of Section 10.21;
- (c) cash in the sinking fund for the Bonds of the 1971 Series and cash held by the Trustee in any sinking, amortization, improve-

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ment or other analogous fund, if any, which may hereafter be created;

(d) money held by the Trustee for payment or redemption of a prior lien, except as provided in subdivision (3) (b) of paragraph E of Section 8.03;

(e) moneys held for the purpose of paying construction liens and judgment liens; and

(f) other moneys the disposition of which is specified by this Mortgage.

Section 9.02. *Trust Moneys Part of Trust Estate.* All of the trust moneys shall be held by the Trustee as a part of the trust estate, and, upon default in the payment of the principal of any of the Bonds when and as the same shall become due and payable, whether by the terms thereof or by declaration or otherwise, as herein provided, said moneys shall, unless and until such default shall be remedied, be applicable only to the purposes specified in, and in accordance with the provisions of, Section 12.11; but unless a default on the part of the Company under any of the provisions of this Mortgage shall have happened and shall not have been remedied, all or any part of said trust moneys, at the request and election of the Company may be withdrawn from and shall be applied by the Trustee from time to time as provided in this Article.

Section 9.03. *Withdrawal of Trust Moneys.* At any time and from time to time trust moneys may be withdrawn on the basis of an equal amount of bondable property additions without offsetting the amount of net retirements as of the date of application, if such bondable property additions were acquired not more than 45 days prior to the date on which the application for withdrawal is filed with the Trustee.

Otherwise trust moneys may be withdrawn on the basis of an equal amount of net bondable property additions provided that they have been acquired within three years of the date on which the application for withdrawal is filed with the Trustee.

In either case the trust moneys may be withdrawn upon receipt by the Trustee of the following:

A. *Order of the Company.* An order of the Company requesting the withdrawal and enumerating the papers filed therewith.

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B. *Resolution of the Board.* A resolution of the board authorizing the withdrawal.

C. *Company Certificate.* A certificate of the Company stating whether any of the trust moneys so to be withdrawn is bonded cash and, if so, the amount thereof.

D. *Certificates etc., Relating to Property Additions.* The certificates, opinions, other instruments and cash which the Company would be required to furnish to the Trustee upon an application for the authentication and delivery of Bonds on the basis of net bondable additions under Article Five, with appropriate changes and omissions and with the following additional changes in the instruments specified in Section 5.02:

(1) The property additions certificate shall contain an additional statement to the effect that none of the property additions therein specified has been acquired more than forty-five days or three years (as the case may be) prior to the date of filing the application for withdrawal with the Trustee.

(2) If the property additions have been acquired not more than 45 days prior to the date on which the application for withdrawal is filed with the Trustee, the property additions certificate need not refer to retirements, in which case no property addition credits shall be used in or carried forward from such property additions certificate.

(3) It shall not be necessary for the Company to deliver to the Trustee the resolution required by Paragraph B, the earnings certificate required by paragraph D, or any of the certificates or parts of the opinion of counsel referred to in clauses (6) and (7) of paragraph G of Section 5.02; and

E. *Opinion of Counsel.* The opinion or opinions of counsel, shall also state that the instruments which have been or are therewith delivered to the Trustee conform to the requirements of this Mortgage and constitute sufficient authority under this Mortgage for the Trustee to pay over the trust moneys applied for, and that upon the basis of the acquisition of the property additions described in the property additions certificate delivered to the Trustee pursuant to paragraph D of this section, the trust moneys whose withdrawal is then requested may be lawfully paid over under this section.

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F. *Cash for Liens.* The amount of cash which would be needed (in addition to cash held by the Trustee for construction and judgment liens, or held by the Trustee or otherwise as security for prior liens) to pay all of the construction liens, judgment liens and prior liens described in the opinion of counsel filed as part of the application, which are on the mortgaged property.

Subject to the provisions of Section 9.06, upon compliance with the foregoing provisions of this Section, the Company shall be entitled to withdraw and the Trustee shall pay upon the written order of the Company an amount of trust moneys up to, but not exceeding, the amount of the net bondable additions so certified to the Trustee pursuant to paragraph D of this Section.

Section 9.04. *Trust Moneys applied to Redemption of Bonds.* Subject to the provisions of Section 9.06, trust moneys may be applied by the Trustee at any time and from time to time to the payment of the principal of Bonds upon redemption prior to maturity in accordance with the terms thereof and of Article Eleven or to the purchase of Bonds upon tender or in the open market or at private sale or upon any securities exchange or in any one or more of said ways, as the Company shall determine, upon receipt by and deposit with the Trustee of the following:

A. *Order of Company.* An order of the Company, requesting the application pursuant to the provisions of this Section of a specified amount of trust moneys, specifying the principal amount of Bonds and the series thereof to be redeemed and the redemption price, or, in case such moneys are to be applied to the purchase of Bonds, prescribing the method of purchase, the price or prices to be paid, and the maximum principal amount of Bonds and the series thereof to be purchased.

B. *Resolution of the Board.* A resolution of the board authorizing said application.

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

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D. *Certificate of the Company.* A certificate of the Company, complying with Section 1.05 setting forth:

(1) the source of such trust moneys so as to determine the redemption price applicable thereto as provided in Section 11.03;

(2) that all Bonds so to be redeemed or purchased have been originally issued by the Company by way of *bona fide* sale other than to an affiliate of the Company; and that no such Bonds were acquired by the Company from an affiliate, or, if acquired by the Company from an affiliate, such Bonds were acquired by such affiliate otherwise than from the Company not more than 30 days prior to the date when the Trustee received the trust moneys whose applications to such redemption or purchase is then requested (or in the case of trust moneys representing the proceeds of purchase money or governmental obligations the date when the Trustee received such obligations); and

(3) that the Company is not to the knowledge of the signers in default in the performance of any of the covenants on its part to be performed under this Mortgage.

E. *Opinion of Counsel.* An opinion of counsel, complying with Sections 1.05 and 1.06, stating that it is proper for the Trustee, under the provisions of this Section, to apply trust moneys in accordance with such resolution of the board.

Subject in all respects to the provisions of Section 3.06, upon compliance with the foregoing provisions of this Section, the Trustee may apply trust moneys as requested by said resolution of the board, up to, but not exceeding, the principal amount of the Bonds so redeemed or purchased, using the cash deposited pursuant to paragraph C of this Section, to the extent necessary, to pay any accrued interest and premium required in connection with any such redemption or purchase.

Section 9.05. *Withdrawal of Insurance Proceeds.* To the extent that any trust moneys are proceeds of insurance upon any part of the trust estate, they may be paid over upon the written request of the Company to reimburse the Company for expenditures made by it for the purpose of repairing, restoring or replacing the property destroyed or damaged, upon the receipt by the Trustee of the following:

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A. *Company Certificate.* A certificate of the Company, complying with Section 1.05 stating

(1) that expenditures have been made for such purpose, and the amount thereof, and giving a brief description of the nature of such repairs, restorations and replacements (hereinafter in this Section called repairs) and also stating that the amount so expended is not in excess of the reasonable value of such repairs, and also stating that no part of such repairs, has in any previous or then pending application been made the basis for the authentication and delivery of bonds or the withdrawal of any cash from the Trustee, or the release of any property from the lien of this Mortgage or of a prior lien;

(2) that, after due inquiry, there is no outstanding indebtedness of the Company known to the signers, for the purchase price or construction of, or for labor, wages or materials in connection with the construction of, such repairs, which could become the basis of a prior lien thereon and which, in the opinion of the signers, might materially impair the security afforded hereby; and

(3) that the Company is not to the knowledge of the signers in default in the performance of any of the covenants on its part to be performed under this Mortgage.

B. *Opinion of Counsel.* An opinion of counsel complying with Sections 1.05 and 1.06 to the effect that such repairs are subject to the direct lien of this Mortgage free from all other liens, charges or encumbrances prior to the lien of this Mortgage except permitted liens, and except also any prior liens to which the property so destroyed or damaged shall have been subject at the time of such destruction or damage and that a certificate of convenience is in full force and effect.

C. *Cash for Liens.* The amount of cash which would be needed (in addition to cash held by the Trustee for construction and judgment liens, or held by the Trustee or otherwise as security for prior liens) to pay all of the construction liens, judgment liens and prior liens described in the opinion of counsel filed as part of the application which are on the property constituting the repairs.

Section 9.06. *Trust Moneys Aggregating more than \$500,000 held for four years. Application of certain Eminent Domain Proceeds.* In the event that at any time there shall be on deposit with the Trustee under this Article trust moneys in an amount in excess of \$500,000, and,

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If at all times during a period of four years preceding the date of the setting aside of the funds as provided for in this Section the amount of trust moneys so on deposit with the Trustee shall have exceeded such amount, the Trustee shall set aside all trust moneys which have been held by it for more than four years, and such trust moneys thereafter may be applied only in accordance with the provisions of Section 9.04.

In case trust moneys received by the Trustee under this Article shall represent (a) the proceeds of the taking by eminent domain or the purchase by a public authority of all or substantially all of the Company's property under Section 8.04, or (b) the proceeds of the sale of all or substantially all of the Company's property in reasonable anticipation of a taking by eminent domain under Section 8.03, then all such trust moneys shall be applied only in accordance with Section 9.04; provided, however, that in such case the redemption price of all Bonds of all series shall be the principal amount thereof together with accrued interest to the date of redemption irrespective of the redemption price fixed herein or in the Bonds or in any supplemental indenture setting forth the terms of Bonds of any series other than Bonds of the 1971 Series applicable to redemption of any such Bonds in other circumstances; and provided further that in case of such redemption all of the trust moneys on hand and available for such purpose shall be utilized for the payment on such redemption of both the principal amount of the Bonds so being redeemed and the accrued interest to the date of redemption, and the Company shall be under no obligation to deposit cash for the payment of accrued interest as provided by Paragraph C of Section 9.04; and provided further that, in case such proceeds shall be an amount less than an amount sufficient to pay the principal amount of all Bonds at the time outstanding hereunder with accrued interest thereon to the date of redemption or purchase, then such proceeds shall be applied only to the purposes specified in, and in accordance with the provisions of, Section 12.11.

Nothing in this Section contained shall be deemed to impair in any manner the obligation of the Company to pay the full amount of the principal of and interest on the Bonds in accordance with the terms of the Bonds.

Section 9.07. *Withdrawal After Default.* In case the Company shall be in default hereunder (other than a default in the payment of the principal of any Bonds) the Company, while in possession of the

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trust estate (other than securities, cash and other personal property held by the Trustee or the trustee or other holder of a prior lien), may do any of the things enumerated in Sections 9.02 to 9.06 both inclusive, and Sections 9.11 and 9.12 if the Trustee shall deem such action for the best interests of the Bondholders and shall in writing expressly authorize or consent to such action, or the holders of at least a majority in amount of the Bonds at the time outstanding shall in writing expressly authorize or consent to such action, in which event no certificate filed pursuant to any of said Sections need contain a statement to the effect that the Company is not in default hereunder.

Section 9.08. *Withdrawal by Receiver, etc.* In case the trust estate (other than securities, cash and other personal property held by the Trustee or the trustee or other holder of a prior lien) shall be in the possession of a receiver or trustee lawfully appointed, the powers hereinbefore in this Article conferred upon the Company with respect to the withdrawal or application of trust moneys (other than pursuant to Section 9.04) may be exercised by such receiver or trustee (subject to authorization or consent of the Trustee as provided in Section 9.07 or the holders of at least a majority in principal amount of the Bonds at the time outstanding), in which case a written request signed by said receiver or trustee shall be deemed the equivalent of any resolution of the board or any written request of the Company required by any provision of this Article, and a certificate signed by such receiver or trustee shall be deemed the equivalent of any certificate of the Company required by any provision of this Mortgage. If the Trustee shall be in possession of the trust estate (other than securities, cash and other personal property held by the Trustee or the trustee or other holder of a prior lien) under any provision of this Mortgage, then such powers, other than the powers granted by Section 9.04, may be exercised by the Trustee.

Section 9.09. *Surrendered Bonds to be Cancelled.* All Bonds and their accompanying coupons for whose redemption or purchase trust moneys are applied under this Article, when received by the Trustee, shall be immediately cancelled and thereafter, if in coupon form shall be cremated or if in fully registered form shall be delivered to the Company, and none of such bonds shall be reissued.

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SECTION 9.10. *Moneys held in Trust by Trustee or Paying Agents.* All money received by the Trustee as provided in Section 9.01 or by the Trustee or any paying agent under any other provision of this Mortgage or of any supplemental indenture (including any money received by the Trustee as paying agent) shall be held in trust for the purposes for which it was received but, except to the extent required by applicable law, need not be segregated in any manner from any other moneys, and until required to be paid out in conformity herewith neither the Trustee nor any paying agent shall be under any liability for interest, save such as the Trustee or such paying agent shall from time to time allow on other funds of a similar character or as the Company and the Trustee or such paying agent may from time to time agree upon.

Any interest on moneys held by the Trustee or any paying agent, unless a default on the part of the Company under any of the provisions of this Mortgage shall have happened and shall not have been remedied, shall be paid from time to time upon the written order of the Company.

SECTION 9.11. *Disposition of Deposits for Construction and Judgment Liens after Completion of Pipe Line.* Any moneys deposited with the Trustee on account of construction liens or judgment liens shall be held by the Trustee as a part of the trust estate and applied by the Trustee towards the payment, cancellation and discharge of the respective construction liens or judgment liens with respect to which such money was deposited or toward reimbursing the Company for expenditures made by the Company for any such purpose as provided in Section 3.05.

Subject to the provisions of Section 3.05 the balance of such moneys deposited with the Trustee with respect to any construction lien or judgment lien remaining on deposit with the Trustee after the cancellation and discharge of such construction lien or judgment lien or the release or disposal of the property subject to such lien in accordance with the provisions of this Mortgage shall be paid to the Company upon receipt of the following: (a) a written request of the Company for the payment of such moneys and (b) an opinion of counsel to the effect that the particular construction lien or judgment lien with respect to which such moneys were deposited has been cancelled and discharged or that the property subject to such lien has been released or disposed of in accordance with the provisions of this Mortgage.

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Section 9.12. *Investment in United States Bonds of Trust Moneys, Deposited Cash and Moneys in the Construction Fund.* Any trust moneys which are held by the Trustee (other than money which is held by it for the purpose of effecting the purchase, payment or redemption of any Bonds hereunder, or the payment of any coupons or interest claims appertaining to Bonds issued hereunder, or which it has been directed to apply to any such purchase, payment or redemption) as well as any deposited cash and moneys in the construction fund shall, at the written request of the Company, authorized by a resolution of the board, be invested or reinvested by the Trustee in readily marketable interest bearing bonds or other interest bearing obligations maturing within five years of their deposit constituting direct and general obligations of the United States of America designated by the Company and, unless the Company is in default in the payment of interest on any of the Bonds then outstanding hereunder, or one or more of the events of default shall have occurred and be continuing, any interest on such bonds or other obligations which may be received by the Trustee shall be forthwith paid to the Company.

Such bonds or other obligations shall be held by the Trustee as a part of the trust estate and subject to the provisions hereof, but upon the written request of the Company the Trustee shall sell all or any designated part of the same and the proceeds shall be held by the Trustee subject to the same provisions hereof as were the moneys used by the Trustee to purchase the bonds or other obligations so sold.

Section 9.13. *Deposit of Moneys held by Trustee.* The Trustee may deposit all or any part of any moneys held by it hereunder in its banking department or in any bank or trust company approved by the Trustee having a capital, surplus and undivided profits of not less than \$5,000,000.

ARTICLE TEN.

PARTICULAR COVENANTS OF THE COMPANY.

The Company hereby covenants, agrees and warrants as follows:

Section 10.01. *To Pay Principal, Premiums, if any, and Interest.* The Company will duly and punctually pay the principal of and interest and premiums, if any, on every Bond issued under this Mortgage, on

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the dates and at the place and in the manner specified in the Bonds and in the coupons thereto appertaining. The interest accrued on the principal of coupon Bonds prior to such principal becoming due and payable shall be payable only upon presentation and surrender of the several coupons as they respectively mature. When paid, such coupons shall forthwith be cancelled. If paid by any person other than the Trustee, such coupons or evidence satisfactory to the Trustee of their cancellation shall be promptly filed with the Trustee. All cancelled coupons held by the Trustee shall be cremated by it. Money deposited with the Trustee or with any paying agent for the purpose of paying the principal of or interest (or premium, if any) on Bonds, shall constitute a trust fund for such purpose and for no other purpose whatsoever.

Section 10.02. *Interest Extended and Coupons Pledged or Transferred after Maturity, Deferred.* The Company will not, directly or indirectly, extend, or assent to the extension of, the time for payment of any coupon or claim for interest upon any Bond, and it will not, directly or indirectly, purchase such coupons or claims. No such coupon or claim so extended, nor any coupon or claim for interest belonging to any Bond which in any way at or after maturity shall have been transferred or pledged separate and apart from the Bond to which it belongs, shall be entitled, in case of default hereunder, to the benefit or security of this Mortgage, until the prior payment in full of the principal of all Bonds issued hereunder and outstanding and of all such coupons and claims not so extended or transferred or pledged.

Section 10.03. *Paying Agencies in Boston and New York.* At all times, until the payment of all the Bonds, including principal, premium, if any, and interest, the Company will cause an office or agency to be maintained in Boston, Massachusetts, and, so long as any Bonds of the 1971 Series shall be outstanding, an office or agency to be maintained in the Borough of Manhattan, The City of New York, where the Bonds and coupons may be presented for payment, and notices and demands in respect of the Bonds and coupons or this Mortgage may be served. The Company will from time to time give the Trustee written notice of the location of each such office or agency if other than those specified in Section 3.01 for the Bonds of the 1971 Series, and in case the Company shall fail to maintain either such office or agency or to give the Trustee written notice of the location thereof, any such presentation, notice or demand in respect of the Bonds or coupons or this Mortgage may

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be made or given, unless other provision is expressly made herein, to or upon the Trustee, and the Company hereby authorizes such presentation and demand to be made to and such notice to be served on the Trustee in such event.

Section 10.04. *Warranty of Title.* The Company hereby does and will forever warrant and defend the title to the property (other than property of the character embraced within the definition of excepted property) described in the granting clauses against the claims and demands of all persons whomsoever.

Section 10.03. *Maintenance of Lien of Mortgage.* This Mortgage, as long as any Bonds are outstanding hereunder, will be kept a direct lien upon the trust estate, subject only to permitted liens, and except as otherwise herein expressly permitted, the Company will not create or suffer to be created any debt, lien or charge which would constitute a lien prior to or upon a parity with the lien of this Mortgage upon the trust estate or any part thereof or upon the income therefrom except construction liens and judgment liens on account of which an equal amount of cash shall have been deposited with the Trustee or other provision made therefor pursuant to the provisions hereof; and the Company will from time to time pay or cause to be paid all taxes and assessments lawfully levied or assessed upon its properties or upon any part thereof or upon any income therefrom, or upon or with respect to this Mortgage, when the same shall become lawfully due and payable, and also all taxes and assessments lawfully levied or assessed upon the lien or interest of the Trustees or of the bondholders in respect of the trust estate and also all taxes and assessments upon the debt secured hereby which, if unpaid, might impair the security hereof, so that the lien of this Mortgage shall at all times be wholly preserved at the cost of the Company and without expense to the Trustees or the bondholders; and the Company will not suffer the lien hereby created to be otherwise impaired;

provided, however, that, if the Company shall have set up on its books in respect thereof such reserves as may be required by sound accounting principles, the Company shall have the right to contest, in good faith, by legal proceedings, any such taxes, assessments, charges or liens, and pending such contest may delay or defer the payment thereof, unless thereby the property affected will be forfeited; and

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provided further, that nothing in this Mortgage contained shall prevent the Company from hereafter acquiring any property subject to, or placing thereon at the time of acquisition, any mortgage, lien or other encumbrance thereon permitted by Section 10.15 and holding the same subject to such mortgage, lien or other encumbrance (provided that the principal amount secured by any such mortgage, lien or encumbrance shall not exceed 66 2/3% of the lesser of the cost or fair value of such property) or, subject to the provisions of Section 10.15, from renewing or replacing any such mortgage, lien or encumbrance (provided that such renewal or replacement shall not extend to any property of the Company which was not subject to the lien of the mortgage, lien or encumbrance renewed or replaced, and that the principal amount secured by such mortgage, lien or encumbrance shall not be increased) or from subjecting to any such lien any property acquired as betterments, improvements, repairs, renewals, replacements, substitutions or alterations to, upon, for and of property subject to such lien, but only to the extent that the after-acquired property or other provisions of such lien apply thereto, but no such mortgage, lien or other encumbrance (except permitted liens) shall be permitted to exist upon any such after-acquired property which is made the basis of the authentication and delivery of additional Bonds under Article Five or the withdrawal of deposited cash under Section 6.03 or the release of property under Article Eight or the withdrawal of Trust Moneys under Article Nine (except to the extent expressly permitted by Articles Eight and Nine).

In case the Company shall hereafter create any mortgage upon or pledge of the trust estate or any part thereof, such mortgage or pledge shall be subject to the prior lien of this Mortgage for the security of the Bonds then or thereafter issued.

Section 10.06. *No Impairment of Trust Estate.* The Company will not, except as herein permitted, do or suffer any act or thing whereby the trust estate might or could be impaired; and the Company covenants that it will at all times maintain, preserve and keep the trust estate and every part thereof in good condition, repair and working order.

The Company covenants that it will from time to time make all needful and proper repairs, replacements, additions, betterments and improvements, so that the operations of its properties and every part thereof and the Company's business shall at all times be con-

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ducted properly and advantageously; and whenever any portion of such properties shall have been worn out or destroyed or shall have become obsolete, inefficient or otherwise unfit for use, substitutes will be obtained, so that at all times the efficiency of such properties shall be fully maintained; and that at all times, the Company will use for the purpose so much of its revenues as may be required for such maintenance and replacement, and will maintain reserves suitable in the aggregate for the depreciation, depletion, retirement and replacement of its properties.

Nothing herein contained, however, shall be held to prevent the Company from permanently discontinuing the operation of any of its plants, pipelines or properties, if, in the judgment of the directors, it is no longer advisable to operate the same and such discontinuance will not materially and adversely affect the security of the Bonds or if the Company intends to and makes a reasonable effort to sell or dispose of the same; and the Company may take such action with respect to the use of its plants, pipelines and properties as is proper under the circumstances, including the cessation or omission to exercise rights, permits, licenses, privileges or franchises which, in the judgment of the directors, can no longer be profitably availed of or exercised.

The Company covenants that it will promptly classify as retirements for the purpose of the computation of net bondable property additions hereunder all bonded property, except land owned in fee simple, that has permanently ceased to be used or useful in the business of the Company.

Section 10.07. Prior Lien Obligations not to be Increased. The Company covenants that it will not permit any increase of the aggregate principal amount of outstanding obligations secured by any particular prior lien affecting its properties, but the Company shall have the right to issue new obligations under a prior lien upon property of the Company, in place of, and in substitution for, or to refund, other obligations secured by the same prior lien, if the principal amount of such new obligations shall not exceed the principal amount of the old obligations in place of which, or to refund which, such new obligations are being issued.

The Company covenants that all moneys provided for the payment or redemption of a prior lien will be used for that purpose unless such prior lien is otherwise discharged or the property subject thereto ceases to be subject to the lien of this Mortgage.

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The Company covenants that it will not permit any default to occur in the payment of any principal of or any interest or premium, if any, on any prior lien obligations, nor will it permit any act or omission, which is or may be declared to be a default under any mortgage securing prior lien obligations, to occur hereafter or to continue beyond the period of grace, if any, specified in any such mortgage, and that it will, at all times, protect its title to its properties and every part thereof against loss by reason of any foreclosure or other proceeding to enforce any prior lien thereon.

Section 10.08. Prior Lien Deposits to be delivered to Trustee.
 Upon the cancellation and discharge of any prior lien upon the trust estate, the Company will cause all cash, obligations or other property then held by the trustee or other holder of such prior lien, which were received by such trustee or other holder by reason of the release of, or which represent the proceeds of the taking by eminent domain or the purchase by a public authority or any other disposition of, or insurance on, any of the trust estate (including all proceeds of or substitutes for any thereof), to be deposited and pledged with the Trustee, subject to no lien or charge prior to the lien of this Mortgage, such cash to be held as trust moneys and paid over or applied by the Trustee as provided in Article Nine and such obligations or other property to be held by the Trustee as part of the trust estate; provided, however, that in lieu of paying or delivering to the Trustee all or any part of such cash, obligations or other property, the Company may deliver to the Trustee a certificate of the trustee or other holder of such other prior lien, stating that a specified amount thereof has been deposited with such trustee or other holder pursuant to the requirements of such other prior lien, in which case there shall also be delivered to the Trustee an opinion of counsel that such deposit is required by such other prior lien.

The Company will not apply for or obtain

- (a) the payment to it of any moneys deposited with the trustee or other holder of any prior lien upon the release of any bondable property or upon the payment of the principal of any obligations deposited upon any such release, or upon the release of any such obligations, or on account of the loss or destruction of any such property, upon the basis of non-bondable property; or
- (b) the payment to it of any moneys deposited with the trustee or other holder of any prior lien upon the release of any

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property or upon the payment of the principal of any obligations deposited upon any such release, or upon the release of any such obligations, or on account of the loss or destruction of property, upon the basis of either

(1) property acquired by the Company prior to the date of the application for the release of property with respect to which such cash or obligations were deposited or prior to the loss or destruction, as the case may be, or

(2) the cancellation of prior lien obligations which have never been sold or otherwise disposed of,

unless such moneys are forthwith deposited with the Trustee to be held as a part of the trust estate.

Section 10.09. *Covenant for Recording and for further Assurance as to After-Acquired Property.* All property of every kind, real, personal and mixed (other than property of the character embraced within the definition of excepted property) which may be acquired by the Company after the date hereof, shall immediately upon the acquisition thereof by the Company, to the extent of such acquisition, and, to the extent permitted by law, without any further conveyance or assignment, become and be subject to the direct lien of this Mortgage as fully and completely as though now owned by the Company and specifically granted and described in the granting clauses subject however to liens permitted by this Mortgage. At any and all times, the Company will do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, transfers and assurances for the better assuring, conveying and confirming unto the Trustees all and singular the property hereby conveyed or intended so to be, as the Trustee shall reasonably require for better accomplishing the provisions and purposes of this Mortgage, and for securing payment of the principal of and interest (and premium, if any) on the Bonds issued hereunder.

The Company will record, file, re-record, refile and renew this Mortgage and every indenture supplemental hereto and every instrument of conveyance which hereafter may be executed and all such documents as may be required by law in order to maintain this Mortgage at all times as a mortgage of both real estate and personal property, all in such manner, at such times and from time to time, and in such places as may be required by law in order fully to preserve and protect the security of the Bondholders and the rights of the Trustees.

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So far as permitted by law, the Company will pay any mortgage recording tax due on any recording or filing hereof or of any such supplemental indenture or instrument of conveyance and any further mortgage recording tax due at any time hereafter upon the issue of additional Bonds hereunder and will comply with the requirements of any and every mortgage recording tax law or similar law affecting the due recording or maintaining of this Mortgage, and, so far as permitted by law, will do whatever else may be necessary or be reasonably required by the Trustee in order to perfect and continue the lien of this Mortgage upon the property mortgaged, pledged or assigned hereunder or intended so to be.

In furtherance of, but without limiting the generality of, the foregoing covenants of this Section, the Company covenants that it will furnish to the Trustee promptly after the execution and delivery of this Mortgage and each indenture supplemental hereto an opinion of counsel either stating that in the opinion of such counsel this Mortgage or such supplemental indenture has been properly recorded and filed so as to make effective the lien intended to be created thereby, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to make such lien effective, and will also furnish the Trustee before December 31st, 1951 and between November 1st and December 31st in each year, commencing with the year 1952, the following:

A. A certificate of the Company, briefly describing any additional land or interest in land, any new plant or pipe line system or any other property (other than property of the character embraced within the definition of excepted property) acquired by the Company, and any new contract for the purchase of gas of any quantity or any new contract for the sale of gas which obligates the Company to sell 2000 Mcf or more of maximum daily volume, which the Company may have entered into, since the 1st day of November next preceding the date of the most recent certificate filed with the Trustee pursuant to this Section (or, in the case of the first certificate, since the date hereof), and up to the 1st day of November in any such year.

B. The mortgages, deeds, conveyances, assignments, transfers and instruments of further assurance, if any, specified in the opinion of counsel referred to in the following Paragraph C.

C. An opinion or opinions of counsel, specifying the mortgages, deeds, conveyances, assignments, transfers and instruments of further assurance which will be sufficient to subject to the direct

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lien of this Mortgage (so far as permitted by law) all the Company's right, title and interest in and to the land and interests in land, contracts and any new plant or pipeline system and other property described in said certificate or stating that no such mortgage, deed, conveyance, assignment, transfer or instrument of further assurance is necessary for such purpose, and that, upon recording or filing, in the manner stated in such opinion, of the instruments so specified, if any, and, upon the recording or filing of this Mortgage or any supplemental indenture in the manner stated in such opinion, or without any such recording or filing if such opinion shall so state, this Mortgage will (so far as permitted by law) constitute a valid direct lien upon all the Company's right, title and interest in and to such land, interest in land, contracts, plant and system and other property as against all creditors and subsequent purchasers. Such opinion shall also state that in the opinion of such counsel such action has been taken with respect to the recording, filing, rerecording and refiling of this Mortgage and of each supplemental indenture as is necessary to maintain the lien thereof subject to permitted liens and liens allowed by Section 10.15 and reciting the details of such action; provided, however, that any opinion, other than the first opinion, shall cover only the period since the date of the latest opinion; or stating that in the opinion of such counsel no such action is necessary to maintain such lien. Such opinion shall also specify any affidavits or other documents which for the purpose of maintaining this Mortgage at all times as a mortgage of both real estate and personal property are required to be executed and filed during the succeeding twelve month period.

The Trustees, or either of them, shall execute and cause to be filed any affidavits or other documents which are specified in the opinion of Counsel as necessary to be executed by the Trustees, or either of them, for the purpose of maintaining this Mortgage at all times as a mortgage of both real and personal property.

Section 10.10 *Mortgaged Properties to be kept Insured.* The Company covenants that it will at all times keep all of its properties which are of an insurable nature and of the character usually insured by companies operating similar properties, insured against loss or damage by fire and from other causes customarily insured against by similar companies. The Company covenants that it will also at all times maintain proper insurance against loss or damage from such hazards and risks to the person and property of others as are usually insured against by companies operating properties similar to its prop-

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erties, and in such amounts as are usually insured against by such companies. All such insurance shall be effected by one or the other of the following methods, or partly by one and partly by the other:

A. Such insurance shall be carried with insurers of good standing. The amount of such insurance on property shall at all times be equal to the fair insurable value of the property insured with such deductible provisions as are customarily used by similar companies. All policies or other contracts for such insurance upon any part of the trust estate shall provide that the proceeds of such insurance, except for injury or damage to the person or property of others, and except in respect of any particular loss of less than \$100,000, shall be payable to the Trustee, except that if the terms of a prior lien require the payment thereof to the trustee or other holder of such prior lien, the proceeds of any such insurance may be payable and may be paid to such trustee or other holder.

The proceeds of all such insurance received by the Trustee shall be applied by the Trustee as provided in Article Nine. In case any part of the trust estate covered by any policy of insurance shall suffer loss or damage, any appraisalment or adjustment of any such loss or damage and any settlement and payment of indemnity therefor which may be agreed upon between the Company and any insurer, as evidenced by a certificate of the Company, may be assented to and accepted by the Trustee in its discretion, and the Trustee shall be in no way liable or responsible for the collection of any insurance moneys in case of any loss or damage, all subject to the provisions of subsections (j) and (k) of Section 15.01.

Not later than March 1, 1962, and on or prior to the first day of March of each year thereafter, and at any time upon the request of the Trustee, the Company will file with the Trustee a certificate of the Company containing a detailed list of all such insurance then in effect on a date therein specified (which date shall be within 30 days of the filing of such certificate), and stating that said insurance complies with the provisions of this Section. The Trustee, subject to the provisions of subsections (j) and (k) of Section 15.01, shall be entitled to accept such list and certificate as satisfactory evidence of compliance with the provisions of this Section. In case the Trustee shall at any time notify the Company in writing that it disapproves of any insurer with which the Company has insured itself or any part of its properties, other insurance satisfactory to the Trustee shall forthwith be effected.

R. Unless there are Bonds of the 1971 Series outstanding or unless Bonds of other series shall be created under a supplemental indenture providing otherwise, the Company shall be at liberty to adopt such other proper plan or method of protection against the casualties aforesaid, whether by the establishment of an insurance

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fund or reserve to be held and applied to make good losses from such casualties, or otherwise, and upon such terms and conditions, but conforming to the approved practices of similar companies maintaining systems of self-insurance as may be determined by the board of directors of the Company and approved by an independent insurance expert (whose compensation and expenses shall be paid by the Company) appointed by the President or a Vice President of the Company and approved by the Trustee in the exercise of reasonable care. In such case, the annual Certificate provided for in the preceding Paragraph A shall be varied accordingly. If such other plan or method shall be adopted by the Company, the Company hereby covenants and agrees that it will pay to the Trustee the amounts of all losses in respect of the trust estate, except in respect of any particular loss less than \$100,000, to the extent that such amounts shall not be payable by insurance companies, the amounts of all losses in respect of the trust estate permitted the amounts of all losses in respect of the Trust Estate permitted to be retained by the Company because not in excess of \$100,000) shall be deemed to constitute proceeds of insurance for all purposes of this Mortgage.

The Company covenants that it will cause all proceeds of any insurance payable directly to it, or which it is permitted to retain under the provisions of this Section, to be applied to repairing, restoring or replacing the property destroyed or damaged or in acquiring or constructing property in substitution therefor.

Section 10.11. Records of Sales of Bonds to be kept by Company. The Company will keep full and complete records showing the sale of all Bonds authenticated and delivered hereunder, and the price or prices received therefor, and the several purposes for which the proceeds thereof were expended, and the amounts of such several expenditures. The Company will not execute, or permit to be authenticated and delivered, any Bonds hereunder in any manner other than in accordance with the provisions of this Mortgage and the agreements in that behalf herein contained and will not suffer or permit any default to occur under this Mortgage but will faithfully observe and perform all the conditions, covenants and requirements of this Mortgage.

Section 10.12. Trustee to have access to Company's Books. Financial Statements to be filed with Trustee Annually. The Company covenants that it will keep proper books of record and account, in which full, true and correct entries shall be made of all dealings or transactions

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of or in relation to its plants, properties, business and affairs. The Company will at any and all times, upon the written request of the Trustee and at the expense of the Company, (a) permit the Trustee by its agents, engineers, accountants and attorneys to examine and inspect the plants and properties, books of account, and records of the Company, and will afford and procure a reasonable opportunity to make any such examination and inspection, and (b) furnish the Trustee any and all such other information as the Trustee may reasonably request, to keep itself informed as to the performance and observance of the covenants, agreements and conditions contained in this Mortgage.

The Company will, within 120 days after the close of each fiscal year, beginning with the fiscal year ending in 1931, file with the Trustee a balance sheet and an income and surplus account of the Company prepared by independent certified or public accountants of recognized standing (who may be certified or public accountants regularly employed or retained by the Company), showing the financial condition of the Company at the close of the preceding fiscal year, and its financial operations during such fiscal year. Such balance sheet shall contain, among other things, a statement in reasonable detail of the amount of the assets and liabilities of the Company as of the close of such fiscal year, and shall bear a certificate of audit signed by said accountants. Such income and surplus account shall contain, among other things, a statement of the amount of the operating and net non-operating revenues and operating expenses (with the principal divisions thereof) during such fiscal year, and a statement of the earned surplus of the Company, and shall bear a certificate of audit signed by said accountants.

Subject to the provisions of subsections (j) and (k) of Section 15.01 the Trustee shall be under no duty to institute any examination or inspection or to require the Company to furnish any statement or information, unless requested so to do by the holders of at least a majority in amount of the Bonds at the time outstanding.

The balance sheet and income and surplus account of the Company and other information furnished to the Trustee under this Section shall at all reasonable times during business hours be open to inspection by the holders of Bonds, but subject to the provisions of subsections (j) and (k) of Section 15.01, the Trustee shall have no duty with respect to any such information furnished to it, except to retain the same on file for such inspection.

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Section 10.13. *Maintenance of Corporate Existence.* Except in the case of a merger, consolidation, conveyance or transfer as permitted in this Mortgage, the Company covenants that it will at all times maintain its corporate existence and right to carry on business, and, subject to the provisions of Section 10.06, will diligently maintain, preserve and renew all the rights, powers, privileges, immunities, franchises and good-will owned by it.

The Company covenants that it will not enter into any merger or consolidation, or make any conveyance or lease of all or substantially all of its properties as an entirety, unless, in connection therewith, the Company and the successor corporation or the lessee, as the case may be, shall observe and comply with the terms and conditions contained in this Mortgage applicable to such transaction.

Section 10.14. *Advances by Trustee Secured by Mortgage.* If the Company shall fail to comply with any of the covenants of the Company contained in Sections 10.05, 10.06, 10.09 and 10.10, the Trustee may make advances (either from its own funds or from moneys furnished to it for such purpose by one or more Bondholders or by any committee formed to protect the rights of Bondholders), to effect performance of such covenants, but, subject to the provisions of subsections (j) and (k) of Section 13.01, the Trustee shall not be under any obligation so to do; and any and all moneys paid or advanced by the Trustee for any such purpose, together with interest thereon at the rate of 6% per annum, shall be paid by the Company upon demand and shall be secured under this Mortgage in priority to the Bonds and coupons; but no such advance shall operate to relieve the Company from any default hereunder.

Section 10.15. *Acquisition of Property subject to lien.* The Company may acquire, by purchase, merger or otherwise, any property subject to any lien, either existing thereon prior to such acquisition or placed thereon at the time of such acquisition if the Company's net earnings available for interest for twelve consecutive calendar months within the fifteen calendar months immediately preceding the calendar month in which the purchase is made will be not less than two and one quarter times the aggregate annual interest charges on all senior indebtedness in existence immediately after such purchase; provided, however, that the Company will not permit any such lien (other than permitted liens) to exist on any such property so acquired which is made the basis

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of the authentication and delivery of Bonds under Article Five, the withdrawal of deposited cash under Article Six, the release of property under Article Eight or the withdrawal of trust moneys under Article Nine (except to the extent expressly permitted by Articles Eight and Nine).

Section 10.16. *Payment for gas assured.* Subject to delays resulting from disputes in good faith and to adverse claims of third parties, the Company will promptly pay its suppliers for all gas purchased by it in accordance with the provisions contained in any gas purchase contract pledged hereunder or covenanted to be pledged hereunder and will comply with all other covenants and conditions on its part to be performed under the terms of such contracts.

Section 10.17. *Gas Contracts Not to be Pledged Except hereunder.* So long as any of the Bonds of the 1971 Series shall be outstanding, the Company will not assign or transfer as security or create, assume or suffer to exist any mortgage, pledge or other lien or charge (other than permitted liens) upon any contract, or the interests of the Company under any contract, for the purchase or sale of gas to which the Company may at any time be a party and which is not expressly pledged hereunder in such manner that this Mortgage constitutes a first lien thereon.

Section 10.18. *Certain Gas Contracts to be Pledged with Trustee.* The Company covenants that when it becomes a party to any contract covering the purchase of gas of any quantity or covering the sale of gas by it of 2000 Mcf or more of maximum daily volume, it will forthwith deposit a duplicate original of such contract with the Trustee. The Company further covenants that it will deposit with the Trustee hereunder duplicate originals of all contracts hereafter entered into by the Company which shall be supplemental to, or in renewal or extension of, or amendatory of, or in substitution or replacement for any contract at the time subject to the lien hereof. While the Company shall remain in possession of the trust estate, the Company shall be entitled to collect and retain all sums due under, and to receive and to dispose of all gas deliverable under, any of the contracts subject to the lien hereof and to require and enforce performance of all such contracts, without consent of, or action by the Trustee, but the Trustee shall, if the Company shall so request in a certificate of the Company filed with the Trustee, deliver

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to the Company suitable orders in favor of the Company or its nominee or nominees for the payment of all sums, delivery of all gas and performance of all acts and things under such contracts. Such orders shall be expressed to be revocable by the Trustee whenever the Company shall no longer be entitled to the possession of the trust estate hereunder. Whenever the Company shall no longer be in possession of the trust estate, the Trustee, or any receiver or trustee in bankruptcy, or other person who shall rightfully be in possession of the trust estate, may collect and retain all sums due under, receive and dispose of all gas deliverable under, and require and enforce the performance of any and all contracts.

So long as the Company is not in default hereunder, the Company shall have the right to modify such contract as may be in force from time to time between Texas Eastern Transmission Corporation and the Company for the purchase by the Company of natural gas, provided that such modification shall not shorten the term of the contract to a period ending prior to September 1, 1971, and shall not reduce the amount of gas to be delivered thereunder to less than 220,000 Mcf per day at rates approved by the Federal Power Commission and provided further that in the event of any such modification the Company shall forthwith deliver to the Trustee a resolution of the board setting forth the substance of such modification and stating that in the opinion of the directors such modification is desirable in the business of the Company and will not be prejudicial to the holders of the Bonds.

So long as the Company is not in default hereunder, the Company shall have the right, on the conditions set forth in this Section, to modify, amend, supplement, cancel or replace any gas sales contract which is subject to the lien hereof; provided that the Company shall forthwith file with the Trustee duplicate originals of, and pledge, assign to and mortgage with the Trustee all of the right, title and interest of the Company under, in and to any contract or contracts which may be entered into in modification, amendment or replacement of, or which may be supplementary to, the aforesaid contract and shall pledge and mortgage with the Trustee any property, received by the Company as consideration for such modification, amendment, supplement, replacement or cancellation, to be held as part of the trust estate; and provided, further, that in the event of any material modification or amendment of, any such contract, the Company will forthwith deliver to the Trustee a resolution of the board setting forth the substance of any such modification, amendment or supplement and stating that

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in the opinion of the directors the modification, amendment, supplement, cancellation or replacement of such contract is desirable in the business of the Company and will not be prejudicial to the holders of the Bonds.

The Company may take the action provided for in this Section without further release or consent of the Trustee in all cases (except in the case of a gas sales contract, of the type mentioned below in this Section with an affiliate) but such consent shall be given by the Trustee if requested to do so by a written request of the Company filed with the Trustee. If the contract in question is with an affiliate and is of the type known as a "Service Agreement" filed by the Company with the Federal Power Commission or any similar or corresponding Federal commission or agency in conjunction with its filing of its gas tariffs with any such commission or agency, the consent shall be given by the Trustee upon the filing with it of a written request of the Company requesting such consent, accompanied by a certificate of an independent engineer stating that in the opinion of the signer the requested modification, amendment, supplement, cancellation or replacement of such contract is desirable in the business of the Company and will not be prejudicial to the holders of the Bonds.

The Company shall pledge and assign to the Trustees as security under this Mortgage all of the right, title and interest of the Company under, in and to all of the gas purchase contracts and gas sales contracts described in the granting clauses of this Mortgage and all of the additional gas purchase and gas sales contracts required to be deposited with the Trustee under this Section 10.18. Such assignments shall be without assumption on the part of the Trustees of any liability for the performance of any obligations or duties thereunder. The Trustee shall give written notice of each such assignment to all other parties to such contracts.

The filing by the Company from time to time of any changes in its gas tariff on file with the Federal Power Commission or with any other regulatory authority having jurisdiction over the Company's rates, whether such filing is made at the order or direction of such Commission or regulatory authority or otherwise, shall not be deemed to be a material modification or amendment of, or any material supplement to, or any cancellation or replacement of, any contract for the sale of gas, within the meaning of the preceding Section.

Whenever the Company shall be in default in the payment of the principal of, premium, if any, or interest on any of the Bonds, it shall

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not, so long as it shall be in possession of the trust estate, perform the acts specified in this Section upon the conditions herein stated, until it obtains the written approval and consent of the Trustee, which the Trustee shall give upon receipt of a written request of the Company filed with the Trustee requesting such approval and consent and of a certificate of an independent engineer filed with the Trustee stating that in the opinion of the signor the requested action is desirable in the business of the Company and will not be prejudicial to the holders of the Bonds. Whenever the Company shall no longer be in possession of the trust estate, the rights of the Company under this Section may, upon the conditions herein stated, be exercised by the Trustee or by a receiver or trustee in bankruptcy or other person rightfully in possession of the trust estate.

Any party to any such contract may, until such party shall have received written notice to the contrary, conclusively assume that the Company is not in default in the payment of the principal of, premium if any, or interest on any of the Bonds, and is in possession of the trust estate and is entitled to perform and accept performance of such contract, including the receipt of all gas deliverable under any such gas purchase contract and the receipt of all sums due under any such gas sales contract, and to modify, amend, supplement, cancel or replace any such contract.

Section 10.13. *Paying Agent to make Agreement to Hold Funds in Trust, etc.* The Company will cause any paying agent other than the Trustee which it may appoint to execute and deliver to the Trustee an instrument in which such agent shall agree with the Trustee, subject to the provisions of this Section,

- (1) that it shall hold all sums held by it as such agent for the payment of principal of and premium, if any, or interest on any of the Bonds in trust for the benefit of the holders of such Bonds or of the coupons for such interest, as the case may be; and
- (2) that it shall give the Trustee notice of any failure of the Company or any other obligor upon the Bonds to make any payment of the principal of and premium, if any, or interest on the Bonds when the same shall be due and payable.

The Company covenants and agrees that, if it should at any time act as its own paying agent, it will, on or before each due date of the principal of, and premium, if any, or interest on any of the Bonds, set

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aside and segregate and hold in trust for the benefit of the holders of such Bonds or of the coupons for such interest, as the case may be, a sum sufficient to pay such principal and premium, if any, or interest so becoming due, and will notify the Trustee of any failure to take such action.

Anything in this Section to the contrary notwithstanding, the Company may at any time, for the purposes of obtaining the satisfaction and discharge of this Mortgage or for any other reason, pay or cause to be paid to the Trustee all sums held in trust by it or any paying agent as required by this Section, such sums to be held by the Trustee upon the trusts herein contained.

SECTION 10.20. Pipe Line to be Constructed with Due Diligence. The Company covenants that it will proceed with due diligence with the construction and completion of the Pipe Line and that subject to delays due to force majeure, such Pipe Line will be completed on or before March 1, 1953.

SECTION 10.21. Papers and Cash to be Delivered to Trustee on Completion of Pipe Line. The Company covenants that within 90 days after the completion of the Pipe Line, it will deliver to the Trustee the following:

1. **Engineer's certificate.** An engineer's certificate complying with Section 1.05 stating

(a) that the Pipe Line has been completed and specifying the completion date;

(b) that all payments required to be made on account of the cost of the construction and completion of the Pipe Line have been made or, in the event that all such payments have not been made, stating the amount which is required to be paid to complete such payments and further stating that the Company has set aside on its books an amount of money sufficient to make such payments; and

(c) that no notices of violation of any requirement of any governmental or municipal authority have, within the knowledge of the Company, been filed in connection with the construction and completion of the Pipe Line or in any manner affecting it, except such as in the opinion of the signers of such certificate will not interfere to any material extent with the ownership and operation of the Pipe Line by the Company.

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2. *Certificate of Independent Engineer.* A certificate of an independent engineer complying with Section 1.05 stating:

(a) that in the opinion of the signer the Pipe Line has been completed and specifying the completion date;

(b) the total construction cost of the Pipe Line, including the amounts, if any, remaining to be paid as set forth in the engineer's certificate provided for in subsection 1 above, and the amounts of any construction liens set forth in the opinion or opinions of counsel, provided for in subsection 3 below.

3. *Opinion of Counsel.* An opinion or opinions of counsel complying with Section 1.05 and 1.06.

(a) specifying the mortgages, deeds, conveyances, assignments, transfers and instruments of further assurance, if any, which are sufficient to subject to the direct lien of the Mortgage the completed Pipe Line; and stating the recording, if any, or that no further recording or re-recording or filing of the instruments so specified or this Mortgage or any other instrument is required to maintain the lien of this Mortgage upon such completed Pipe Line as against all creditors and subsequent purchasers; or stating that such completed Pipe Line is then subject to the direct lien of this Mortgage and that no such mortgage, deed, conveyance, transfer or instrument of further assurance is necessary for such purpose;

(b) stating that the Company has, or upon delivery of the instruments, if any, specified in subparagraph (a) of this subsection 3 will have, good title to the completed Pipe Line subject only to such defects therein as the Company shall have power, by appropriate legal proceedings, to cure and which, in the opinion of such counsel will not substantially adversely affect the operations, business and properties of the Company as a whole;

(c) stating that a certificate of convenience is in full force and effect and stating that, to the extent that any permits, licenses, rights-of-way or easements are necessary for the maintenance and use of such completed Pipe Line, the Company, either alone or jointly with some other corporation or individual, lawfully holds such permits, licenses, rights-of-way and easements and that each such permit, license, right-of-way or easement is, in the opinion of such counsel, adequate for the operations of the Company and does not contain any provisions materially prejudicial to the interest of the Bondholders or, if the Company does not have the necessary permits, licenses, rights-of-way and easements, that the absence of such thereof as the

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Company does not have, will not substantially adversely affect the operations, business and properties of the Company as a whole; and

(d) stating that the Mortgage is, or upon delivery of the instruments of conveyance, transfer or assignment, if any, specified in subparagraph (a) of this subsection 3 will be, a lien on the completed Pipe Line free and clear of all liens, charges and encumbrances prior to the lien of the Mortgage except permitted liens, specified construction liens, if any, and specified judgment liens, if any.

4. *Cash for Liens.* An amount of cash equal to the aggregate of all construction liens and judgment liens specified in the accompanying opinion of counsel, less the amount of all cash, if any, then held by the Trustee for such construction liens and judgment liens and such moneys shall be held and disposed of by the Trustee pursuant to Section 9.11.

5. *Instruments of Conveyance.* Such instruments of conveyance, assignment or transfer, if any, as may be specified in the accompanying Opinion of Counsel, pursuant to subparagraph (a) of subsection 3 above.

6. *Cash to the extent necessary to comply with the following requirements of this subsection 6 determined as of a date within thirty days prior to the filing with the Trustee of the instruments and documents required by this Section, if any such cash is so required.* In the event that the aggregate principal amount of the Bonds of the 1971 Series theretofore issued exceeds an amount equal to 75% of the sum of the total construction cost of the completed Pipe Line plus \$1,000,000, then (i) if the cash then remaining in the construction fund is less than the amount of such excess, the Company will pay to the Trustee an amount which, together with the cash in the construction fund, will equal the amount of such excess, and such cash in the construction fund and the amount so paid by the Company to the Trustee shall be held and dealt with by the Trustee as trust moneys; and (ii) if the cash then remaining in the construction fund is equal to or greater than the amount of such excess, such cash in the construction fund up to an amount equal to the amount of such excess shall be held and dealt with by the Trustee as trust moneys and the balance, if any, of such cash in the construction fund shall be paid by the Trustee to the Company. In the event that the aggregate principal amount of Bonds of the 1971 Series theretofore issued does not exceed an amount equal to 75% of the sum of the total construction cost of the completed Pipe Line plus \$1,000,000, then the cash, if any, remaining in the construction fund shall be paid by the Trustee to the Company.

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Section 10.22. *Limitation on Payment of Dividends, etc.* So long as any of the Bonds of the 1971 Series are outstanding the following limitations and restrictions imposed by this Section shall remain in effect:

A. The Company will not declare or pay any dividend on any of its stock in cash or in any other assets of the Company except out of earned surplus of the Company.

B. Subject to the exceptions stated below in Paragraph C of this Section, the Company will not declare or pay any dividend or make any other distribution on or in respect of its common stock or purchase or otherwise acquire any shares of its common stock if:

(a) after giving effect to such dividends or distributions and such consideration for the purchase or other acquisition of shares of its common stock, the principal amount of funded debt shall be more than 75% of the total capitalization of the Company as defined below in this Section;

or

(b) the net earnings of the Company, computed for the period set forth in paragraph D of this Section available for interest and depreciation, after deducting from such net earnings an amount equal to income and excess profits taxes paid or accrued on the books of the Company, would be less than the sum of such dividends or distributions and such consideration for the purchase or other acquisition of shares of its common stock plus the aggregate for such period of the following:

(i) all dividends or distributions and the consideration for the purchase or other acquisition of shares of its capital stock;

(ii) all interest paid or accrued by the Company other than interest capitalized by the Company as a cost of construction;

(iii) the greater of (a) the principal amount of funded debt required to be retired therefor by the Company, under the provisions of any sinking fund, purchase fund or analogous fund relating to such funded debt (including serial maturities other than the final maturity), or (b) the amount of all appropriations for depreciation, depletion, obsolescence, amortization and property retirement charged by the Company on its books as being applicable to the period set forth in paragraph D of this Section; and

(iv) other income deductions.

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C. The following shall be excluded from the limitations of paragraph B of this Section 10.22:

1. Dividends payable and distributions made in shares of the common stock of the Company.
2. The purchase or other acquisition of shares of the Company's common stock with proceeds from the sale of additional shares of its common stock.
3. The purchase, redemption or other acquisition of capital stock to the extent that it is acquired in exchange for or in an amount equal to the proceeds of the issue of other capital stock or out of contributions to the capital of the Company.

D. For the purposes of this Section such net earnings shall be computed for the period from the date of incorporation of the Company to the end of the calendar quarter ending within 90 days prior to the declaration of the proposed dividend or the authorization of the other proposed distribution or the date of the proposed purchase, redemption or other acquisition, or, if such calendar quarter shall have ended within 90 days prior to the date of such proposed declaration or authorization or of such proposed purchase, redemption or other acquisition, then to the end of the next preceding calendar quarter; and the amount of interest paid or accrued by the Company shall be determined for the period prior to the end of such calendar quarter.

E. For the purpose of this Section the principal amount of funded debt of the Company outstanding and the total capitalization of the Company shall be determined as of the end of the calendar quarter through which net earnings of the Company available for interest and depreciation are accrued for the purpose of the computation provided for in this Section.

F. For the purpose of this Section the "total capitalization of the Company" shall consist of the sum of the principal amount of Bonds and other funded debt at the time outstanding (including prior lien obligations) and the total capital represented by the capital stock of the Company at the time outstanding, based, in the case of stock having par value, upon its par value, and in the case of stock having no par value, upon the value stated on the books of the Company, plus the total amount of surplus of the Company, whether earned, paid in or capital, or less the amount of any net deficit in the Company's surplus accounts, and plus the amount of any premium on capital stock not included in surplus, provided, however, that in determining the surplus of the Company, there shall be deducted (a) the amount known, or estimated if not known, which represents the excess, if any, of book value over original cost of used and useful plant and other property, and (b) any items set forth on the asset side of the balance sheet as a result of accounting convention such as unamortized debt discount and expense, capital stock discount and expense, and the excess, if any, of the involuntary liquidating value of all outstanding shares of preferred stock, if

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any, of all series over the aggregate stated capital or par value applicable to such preferred shares, (except that such of the foregoing amounts or items as are being amortized or are provided for, or are being provided for, by reserves shall not be so deducted); and provided further that in determining surplus there shall be set aside for reserves for depreciation, depletion, amortization and property retirement amounts which for the purpose of this computation shall be not less than a total amount equal to 3% per annum of gross depreciable property (or such smaller percentage, and for such period or periods, as shall have been fixed or allowed by the Federal Power Commission or other government authority to whose jurisdiction the Company may be subject, as provided in the definition of net earnings of the Company available for interest in Article One).

G. The Company covenants that so long as Bonds of the 1971 Series are outstanding it will not directly or indirectly reclassify or otherwise convert by purchase or otherwise any of its common stock into stock preferred over common stock as to dividends.

Section 10.23. *List of Bondholders to be filed with Trustee Semi Annually.* The Company covenants and agrees that it will furnish or cause to be furnished to the Trustee between April 15 and April 30 and October 15 and October 30 in each year commencing in October 1961 and at such other times as the Trustee may request in writing within thirty (30) days after receipt by the Company of such request, a list in such form as the Trustee may reasonably require containing all the information in the possession or control of the Company or of any of its paying agents (other than the Trustee), as to the names and addresses of the holders of Bonds obtained since the date as of which the next previous list, if any, was furnished. Any such list may be dated as of a date not more than thirty (30) days prior to the time such information is furnished or caused to be furnished, and need not include information received after such date.

Section 10.24. *Copies of Reports filed with S.E.C., to be filed with Trustee.* The Company covenants and agrees

(1) to file with the Trustee, within fifteen (15) days after the Company is required to file the same with the Securities and Exchange Commission, copies of the annual reports and of the information, documents, and other reports (or copies of such portions of any of the foregoing as such Commission may from time to time by rules and regulations prescribe) which the Company may be required to file with such Commission pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934; or if the Company is not required to file information, documents, or reports pursuant to either of such sections of the Securities Exchange Act of 1934, then to file with the Trustee and the Securities and Exchange Commission, in accordance with such

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rules and regulations as may be prescribed from time to time by said Commission, such of the supplementary and periodic information, documents and reports which may be required pursuant to Section 13 of the Securities Exchange Act of 1934 in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations;

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

(3) to transmit to the holders of Bonds, within thirty (30) days after the filing thereof with the Trustee (or at such other time as shall be fixed by the Securities and Exchange Commission) and in the manner and to the extent provided in subsection (c) of Section 15.06, with respect to reports pursuant to subsection (a) of Section 15.06, such summaries of any information, documents and reports required to be filed by the Company pursuant to subsections (1) and (2) of this Section as may be required by the rules and regulations prescribed from time to time by the Securities and Exchange Commission.

Section 10.25. *Certificate of No Default filed Annually with Trustee.* The Company will deliver to the Trustee, within 60 days prior to the end of each calendar year beginning with the year 1951, a certificate of the Company stating whether or not to the knowledge of the signers, the Company is in default in the performance of any covenant, agreement or condition contained in this Mortgage, and, if so, specifying each such default of which the signers may have knowledge.

Section 10.26. *Limitation on Sale or other Disposition of Mortgaged Property.* The Company will not sell or otherwise dispose of a part (less than substantially all) of the mortgaged property except as provided in Section 8.01 or Section 8.02 or upon the release thereof as provided in Section 8.03, Section 8.04 or Section 8.05. The Company will not consolidate with or merge into, or sell or convey or otherwise dispose of or lease all or substantially all of the mortgaged property as an entirety to, any other corporation except as provided in Article Fourteen.

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ARTICLE ELEVEN.

REDEMPTION OF BONDS.

Section 11.01. Redemption Generally at Company's Option. Such of the Bonds issued hereunder as are by their terms redeemable before maturity may, at the election of the Company evidenced by a Resolution of the board delivered to the Trustee, be redeemed at such times, in such amounts and at such prices as may be specified therein, and in accordance with the provisions of this Article.

Section 11.02. Redemption of Bonds of the 1971 Series. Except as stated below Bonds of the 1971 Series shall be redeemable at the option of the Company as a whole, or from time to time in part at any time prior to maturity at 103.75% of the principal amount thereof if redeemed prior to July 1, 1952 and at the following percentages of the principal amounts thereof, if redeemed during the twelve months' period beginning July 1, in each of the following years except the last period which shall be as indicated:

July 1, 1952	103.55%	July 1, 1962	101.55%
July 1, 1953	103.35	July 1, 1963	101.35
July 1, 1954	103.15	July 1, 1964	101.15
July 1, 1955	102.95	July 1, 1965	100.95
July 1, 1956	102.75	July 1, 1966	100.75
July 1, 1957	102.55	July 1, 1967	100.55
July 1, 1958	102.35	July 1, 1968	100.35
July 1, 1959	102.15	July 1, 1969	100.15
July 1, 1960	101.95	July 1, 1970 to August	
July 1, 1961	101.75	31, 1971	100.00

together in each case with accrued interest to the date of redemption.

The aforesaid percentages of the principal amount plus interest accrued to the date of redemption are hereinafter called the "redemption price".

The Bonds of the 1971 Series are also subject to redemption as a whole at any time, upon at least thirty days prior notice given as pro-

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vided in the Mortgage, at the principal amount thereof plus accrued interest to the date of redemption, if redeemed by trust moneys deposited with the Trustee under Section 8.03 or Section 8.04 which are required by the provisions of Section 9.06 to be used for the redemption of Bonds of the 1971 Series.

Section 11.03. Notice of Redemption. If Bonds are to be redeemed for any sinking fund, or by the Company at its election, or for any other purpose, notice thereof shall be given in accordance with this Section by the Company or by the Trustee in the name and on behalf of the Company.

If all Bonds to be redeemed, are registered Bonds without coupons or coupon Bonds registered as to principal, notice of redemption shall be sufficiently given if mailed by registered mail, postage prepaid, at least 30 days prior to the date on which such redemption is to be made, to all registered owners of Bonds to be redeemed, at their addresses as the same shall appear on the Bond registry of the Company; otherwise notice of redemption shall be given by publication thereof once in each of any 4 successive calendar weeks prior to the date on which such redemption is to be made, in at least one authorized newspaper in the City of Boston, Massachusetts and in the Borough of Manhattan, The City of New York (in each instance upon any day of the week and in any such newspaper, but the publication in the first calendar week to be made not less than 30 and not more than 60 days prior to such redemption date).

If notice by publication shall be required, notice shall also be mailed as aforesaid to each registered owner of Bonds to be redeemed, but in such case neither failure so to mail such notice to any such registered owner or owners nor any imperfection or defect in such notice shall affect the validity of the proceedings for redemption.

Each notice of redemption shall state such election on the part of the Company and shall specify, in case less than all of the Bonds of a series are to be redeemed, the distinctive numbers of the Bonds to be redeemed, and shall also state that the interest on the Bonds in such notice designated for redemption shall cease on the redemption date and that on said date there will become due and payable upon each of said Bonds the redemption price therein specified and shall also state the place where said Bonds shall be surrendered for payment, which

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shall be at the office of the Trustee or at the office or agency of the Company in the Borough of Manhattan, The City of New York.

Subject to the provisions of Section 14.04 any election of the Company to redeem Bonds may be rescinded by the Company at any time prior to the first publication or the mailing of the notice of redemption.

In case the Company shall have elected to redeem less than all the outstanding Bonds of any series, it shall, in each such instance, at least 10 days before the date upon which the first publication or the mailing of notice of redemption is required to be made, notify the Trustee in writing of such election and of the aggregate principal amount of Bonds of such series to be redeemed.

The selection of Bonds to be redeemed shall, in case less than all of the outstanding Bonds of any maturity of any series are to be redeemed, be made by the Trustee either

(a) in accordance with the provisions of any agreement, satisfactory to the Trustee, duly executed by the registered owners of all of the Bonds of such series and maturity if at the time of selection all of the outstanding Bonds of such series and maturity shall be either registered Bonds without coupons or coupon Bonds registered as to principal and shall all be registered in the names of one or more parties to said agreement and an executed counterpart of said agreement shall have been filed with the Trustee on or prior to the time of selection, or

(b) if the provisions of the preceding Clause (a) shall not be applicable, by drawing the Bonds to be redeemed by lot, from the Bonds of such series and maturity theretofore authenticated and delivered hereunder and not previously cancelled by the Trustee or called for redemption, in any manner deemed by the Trustee to be fair and proper;

provided, however, that in case of redemption of Bonds of the 1971 Series, if the provisions of the preceding Clause (a) shall not be applicable, the principal amount of Bonds of the 1971 Series to be redeemed shall be prorated among the registered holders of the Bonds in the proportion that their respective holdings bear to the aggregate principal amount of Bonds of the 1971 Series outstanding on the date of selection, except that if coupon Bonds of the 1971 Series not registered as to principal shall be outstanding then the holders of such coupon Bonds shall be entitled to share in the redemption moneys in the proportion that the total amount of such coupon Bonds bears to the aggregate principal amount of all Bonds of the 1971 Series outstanding at the

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time of selection. The particular coupon Bonds of the 1971 Series not registered as to principal to be so redeemed shall be determined by lot. The portion of any registered Bond of the 1971 Series to be redeemed shall be in the principal amount of \$1,000, or a multiple thereof, and such allocations as may be requisite for this purpose shall be made by the Trustee in its uncontrolled discretion. The Trustee shall promptly notify the Company in writing of the distinctive numbers of the Bonds or portions thereof so selected for redemption.

In case any registered Bond without coupons shall be redeemed in part only it shall be redeemed in portions of \$1,000 or multiples thereof and said notice shall specify the principal amount thereof to be redeemed and shall state that payment of the redemption price will be made only (a) upon presentation of such Bond for notation thereon of such payment of the portion of the principal thereof so redeemed or (b) upon the presentation of such registered Bond for partial redemption for exchange, and a new Bond or Bonds of the same series and maturity of an aggregate principal amount equal to the unredeemed portion of such registered Bond will be issued in lieu thereof; and in such latter case the Company shall execute and the Trustee shall authenticate and shall deliver or cause to be delivered to or upon the written order of the registered owner of any such registered Bond, at the expense of the Company, a Bond or Bonds of the same series and maturity and in either coupon or registered form (but only in authorized denominations) for the principal amount of the unredeemed portion of such registered Bond, or, at the option of the registered owner of such registered Bond, the Trustee shall, upon presentation thereof for the purpose, make or cause to be made a notation thereon of the payment of the portion thereof so called for partial redemption.

Notice having been given as aforesaid, the Bonds (or the specified portion of registered Bonds without coupons) so to be redeemed shall on the date designated in such notice become due and payable at the redemption price so specified, including accrued interest thereon to the date fixed for redemption; and from and after the date of redemption so designated (unless the Company shall make default in the payment of the redemption price of such Bonds, including accrued interest thereon to the date fixed for redemption) interest on the Bonds so designated for redemption (or in the case of partial redemption of a registered Bond without coupons, on the portion thereof to be redeemed) shall cease

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to accrue, and upon surrender, in accordance with said notice, of any Bond specified therein, together with all-coupons thereto appertaining maturing after the date of redemption, such Bond (or the portion thereof to be redeemed) shall be paid by the Company at the redemption price. In the case of a coupon Bond, the interest represented by coupons which shall have matured on or prior to the redemption date shall continue to be payable (but without interest thereon, unless the Company shall make default in the payment thereof upon demand) to the respective bearers of the coupons therefor, upon the presentation and surrender thereof.

The Company shall deposit in trust with the Trustee, prior to the date designated for redemption, an amount of money sufficient to pay the redemption price of all the Bonds, including interest accrued thereon to the date fixed for redemption, which the Company has elected to redeem on such date.

SECTION 11.04. *Holders of called Bonds to look to Redemption Funds only when they are available for immediate payment. If and so soon as*

(a) the Company shall have duly determined to redeem any Bond and shall have delivered to the Trustee

(1) proof satisfactory to the Trustee that notice of redemption thereof has been duly given as provided in Section 11.03, or

(2) a written instrument executed by the Company under its corporate seal and expressed to be irrevocable, authorizing the Trustee to give such notice on behalf of the Company;

and shall have deposited with the Trustee an amount of money sufficient to pay the redemption price of such Bond including accrued interest thereon to the date fixed for redemption; and

(b) the Company shall have made proper provision for the payment of all interest on any such Bond payable prior to the date designated for redemption thereof;

then and in every such case the money deposited with the Trustee for the redemption of such Bond shall, without further act, be deemed forthwith to be reserved for the benefit of, and shall constitute a trust fund for, the holder of such Bond, but no interest shall accrue thereon in his favor. As soon thereafter as the holder of such Bonds has the irrevocable immediate right to receive the redemption price on its

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surrender, such Bond shall be excluded from participation in the lien of this Mortgage or in the trust estate. Money held in trust by the Trustee or by such paying agent for the redemption of any Bond shall not be deemed to be a part of the trust estate.

All Bonds redeemed pursuant to Section 11.03 and the appurtenant coupons (if any) shall be cancelled by the Trustee and the Trustee shall note upon its records the fact of such cancellation. Thereafter, coupon Bonds shall be cremated by the Trustee and registered Bonds shall be canceled and delivered by the Trustee to the Company. All interest coupons maturing subsequent to the date so designated for redemption appurtenant to Bonds so redeemed shall be null and void.

In case of partial redemption of a registered Bond without coupons, the provisions of this Section shall apply to the portion thereof to be redeemed.

ARTICLE TWELVE.

REMEDIES OF TRUSTEE AND BONDHOLDERS.

Section 12.01. *Events of Default.* The following events are hereby defined for all the purposes of this Mortgage (except where the term is otherwise defined for specific purposes) as "events of default":

A. failure to pay the interest on any Bond issued hereunder when and as the same shall become due and payable, for a period of 15 days after such interest shall have become due and payable; or

B. failure to pay or satisfy any sinking fund obligation when and as such sinking fund obligation shall become due and payable; or

C. failure to pay the principal of or premiums, if any, on any Bond issued hereunder when and as the same shall become due and payable, whether by the terms thereof or otherwise as herein provided; or

D. failure to perform or observe any covenant contained in Section 10.22 or Section 10.26; or failure to complete the Pipe Line to at least 250,000 Mcf. daily capacity on or before March 1, 1953; or

E. termination for any reason of the gas purchase contract between the Company and Texas Eastern Transmission Corporation, or any disaffirmance or failure to adopt such contract by a trustee or receiver appointed by a court under the Bankruptcy Act or by any court of competent jurisdiction in any insolvency

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proceedings, if such termination, disaffirmance or failure to adopt results in a failure by the Company to receive natural gas for its requirements for a period of 30 days; (the gas purchase contract mentioned above is the contract assigned to the Trustee under the third granting clause of this Mortgage and any gas purchase contract superseding it while this Mortgage is in effect); or

F. failure to perform or observe any other covenant or condition herein required to be performed or observed by the Company (except in respect of the refund or reimbursement of taxes, assessments or other governmental charges for which the holders of Bonds may look only to the Company), for a period of 60 days after written notice thereof to the Company from the Trustee or to the Company and the Trustee from the holders of at least 25% in principal amount of the Bonds at the time outstanding; or

G. failure to pay the principal of or premium, if any, on any prior lien obligations when and as the same shall become due and payable, either at the maturity thereof, by declaration or otherwise, or failure to pay any sinking fund installment or any installment of interest on any prior lien obligation when and as the same shall become due and payable, and such failure shall continue beyond the period of grace, if any, specified in the prior lien securing such prior lien obligations, or failure to perform any other terms, conditions or covenants contained in any prior lien, the effect of which failure is to cause, or permit the trustee or other holder of such prior lien to cause, such prior lien obligations to become due prior to their stated maturity; or

H. the adjudication of the Company as a bankrupt or insolvent, or the admission in writing by the Company of its inability to pay its debts generally as they become due, or the making of a general assignment for the benefit of creditors by the Company, or the filing by the Company of a voluntary petition in bankruptcy or under the corporate reorganization provisions of the National Bankruptcy Act (as now or hereafter amended) or filing an answer by the Company admitting the material allegations of a petition filed against the Company under such provisions, or the filing by the Company of a voluntary petition, answer or consent, seeking relief under the provisions of any other now existing or future bankruptcy or other law providing for the reorganization, dissolution, liquidation or winding up of corporations on the ground of insolvency or bankruptcy; or

I. the consenting by the Company to the appointment, upon the application of a creditor or creditors, of a receiver of itself or of the whole or any part of its properties on the ground of insolvency or bankruptcy; or the expiration of a period of 60 days following the entry of an order, judgment or decree, upon the ap-

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plication of a creditor or creditors, by any court of competent jurisdiction appointing, without the consent of the Company, a receiver of the Company or of the whole or any substantial part of its properties on such ground, unless during such period such order or appointment of a receiver shall be vacated or stayed on appeal; or if any such order or appointment shall have been stayed on appeal, the setting aside of such stay; or

J. the expiration of a period of 60 days following the approval, by any court of competent jurisdiction, of a petition against the Company in proceedings under the corporate reorganization provisions of the National Bankruptcy Act (as now or hereafter amended), or the expiration of a period of 30 days following the assumption, by any court of competent jurisdiction, of jurisdiction, custody or control of the Company or of the whole or any part of its respective properties under the provisions of any other now existing or future bankruptcy or other law providing for the reorganization, dissolution, liquidation or winding up of corporations on the ground of insolvency or bankruptcy, unless during such period such approval shall be withdrawn, proceeding dismissed, or jurisdiction, custody or control relinquished or terminated; or

K. the assumption by any governmental agency or any court at the instance of any governmental agency of custody or control of the whole or any substantial part of the trust estate or of control over the Company's affairs or operations to the exclusion of management by the Company; or

L. the entry of a final judgment against the Company for the payment of money in excess of \$100,000 unless the Company shall discharge such judgment or provide for its discharge in accordance with its terms within 90 days from the date of entry thereof, or within such period or such longer period during which execution on such judgment shall have been stayed, appeal therefrom, or from the order, decree or process upon which or pursuant to which said judgment shall have been granted, passed or entered and cause the execution thereof to be stayed during such appeal, and, if on such appeal said order, decree or process, shall be affirmed, unless the Company shall discharge said judgment or provide for its discharge in accordance with its terms within 30 days after the entry of the order or decree or affirmation.

Section 12.02. *Bonds may be Declared Due.* Upon the occurrence of an event of default, the Trustees may, and upon the written request of the holders of a majority in aggregate principal amount of the Bonds then outstanding shall, and the holders of at least 25% in aggregate principal amount of the Bonds then outstanding may, by notice in

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writing given to the Company (and to the Trustee, in case of notice by Bondholders), declare the principal of all Bonds then outstanding immediately due and payable, and upon any such declaration the same shall become immediately due and payable, anything in this Mortgage or in the Bonds contained to the contrary notwithstanding. Any such declaration by the Trustee may be made by notice in writing by the Trustee to the Company, and any such declaration by not less than 25% of the Bondholders may be made by notice in writing by such Bondholders to the Company and to the Trustee.

This provision is subject, however, to the condition that if, at any time after such declaration, but before any sale of the trust estate, or any part thereof, shall have been made under this Article, all overdue installments of interest upon all the Bonds, with interest on overdue installments of interest at the rate of 6% per annum (to the extent that payment of such interest is enforceable under applicable law), together with all sums paid or advanced by the Trustees under any provision hereof and the reasonable and proper charges, expenses and liabilities of the Trustees, their agents, attorneys and counsel, and all other sums payable by the Company hereunder, except the principal of, and interest accrued since the next preceding interest date on, the Bonds due and payable solely by virtue of such declaration, shall either be paid by or for the account of the Company or provision satisfactory to the Trustees shall be made for such payment, and all events of default hereunder shall be remedied, then, and in every such case, the holders of at least a majority in aggregate principal amount of the Bonds then outstanding, by written notice to the Company and to the Trustees may rescind and annul such declaration in its entirety; but no such action shall extend to or affect any subsequent default or impair any right consequent thereon.

SECTION 12.03. *Trustees may Enter.* In case one or more of the events of default shall happen and shall not have been remedied, then, and in every such case, to the extent permitted by applicable law, the Trustees, or either of them, personally or by agents or attorneys, may enter into and upon all or any part of the trust estate (including the books, papers and accounts of the Company, but excluding money, securities and property deposited or pledged, or required by the terms thereof to be deposited or pledged, with the trustee, mortgagee or other holder of some prior lien), together with all of the excepted property then on hand which is used or useful in connection with the business of the Com-

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pany, and may exclude the Company, its agents and servants, and all persons claiming under the Company, wholly or partly therefrom; and having and holding the same, may use, operate, manage and control the trust estate, together with all of the excepted property then on hand which is used or useful in connection with the business of the Company, and conduct the business thereof, by superintendents, managers, receivers, agents, servants or attorneys.

Upon every such entry, the Trustees, or either of them, may, from time to time, at the expense of the trust estate, make such expenditures for maintenance and make all such repairs, renewals, replacements and useful or required alterations, additions, betterments and improvements to and on the trust estate, as to it may seem necessary, proper and judicious. In each such case, the Trustees, or either of them, shall have the right to manage the trust estate, together with all of the excepted property then on hand which is used or useful in connection with the business of the Company, and to carry on the business and to exercise all rights and powers of the Company, either in the name of the Company, or otherwise, as the Trustees, or either of them, shall deem best, and shall be entitled to collect and receive all earnings, income, rents, issues and profits of the same and every part thereof, without prejudice, however, to the right of the Trustee as provided in Articles Eight, Nine and Ten to collect and receive all income from money, obligations or other property deposited or pledged, or required by the terms hereof to be deposited or pledged, with the Trustee.

Such earnings, income, rents, issues and profits shall be applied to pay the expenses of holding and operating the trust estate, together with all of the excepted property then on hand which is used or useful in connection with the business of the Company, and of conducting the business thereof, and of all such maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements, and to make all payments which the Trustees, or either of them, may be required or may elect to make, if any, for taxes, assessments, insurance and other prior or proper charges upon the trust estate or any part thereof (including interest on and principal of prior lien obligations), and all other payments which the Trustees, or either of them, may be required or authorized to make under any provision of this Mortgage, as well as to the payment of just and reasonable compensation for the services of the Trustees, and of all superintendents, managers, receivers, agents, attorneys, counsel, servants and other employees engaged and employed in conducting the

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business of the Company, and to employ engineers or accountants to investigate and make reports upon the business and affairs of the Company. The remainder of such income, rents, issues and profits shall be applied as follows:

First: To the payment, at such date or dates as may be fixed by the Trustee, of the installments of interest upon the Bonds (and for this purpose treating each semi-annual accrual of interest on overdue Bonds as an installment of interest), in the order of the maturity of such installments, with interest on such installments (other than such accruals of interest on overdue Bonds) at the rate of 6% per annum (to the extent that the payment of such interest is enforceable under applicable law) such payments to be made ratably to the persons entitled thereto without discrimination or preference, subject, however, to the provisions of Section 10.03; and

Second: Any amount not required for the payment of interest as aforesaid shall be held by the Trustee, and, after any sale of the trust estate, or any part thereof, under this Article, shall be applied in accordance with Section 12.11.

If and whenever, prior to any such sale of the trust estate, or any part thereof, all overdue installments of interest upon all the Bonds, with interest on overdue installments of interest at the rate of 6% per annum (to the extent that the payment of such interest is enforceable under applicable law) together with all sums paid or advanced by the Trustees, or either of them, under any provision hereof and the reasonable and proper charges, expenses and liabilities of the Trustees, their agents, attorneys and counsel, and all other sums then payable by the Company hereunder, including the principal of, premium, if any, and all accrued unpaid interest on all Bonds which shall then be payable, by declaration or otherwise, shall either be paid by or for the account of the Company or provision satisfactory to the Trustees shall be made for such payment, and all events of default hereunder shall be remedied, the Trustees shall surrender to the Company, its successors or assigns, the possession of the trust estate (except money, securities or property deposited or pledged, or required by the terms hereof to be deposited or pledged, with the Trustee hereunder or with the trustee, mortgagee or other holder of some prior lien), and shall pay over upon the written order of the Company the amount, if any there be, of any earnings, income, rents, issues and profits of the trust estate then remaining unexpended in the hands of the Trustees, and thereupon the Company and the Trustees shall be restored to their former

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positions and rights hereunder in respect of the trust estate, but no such surrender shall extend to or affect any subsequent default or impair any right consequent thereon.

Section 12.04. *Power of Sale. Power to sue for Bondholders.* In case one or more of the events of default shall happen and shall not have been remedied, the Trustees, by their agents or attorneys, with or without entry, if the Trustees shall deem it advisable,

(a) may sell to the highest bidder all and singular the trust estate (if such sale be permitted by the laws of the jurisdiction or jurisdictions wherein the trust estate shall be located), such sale to be made at public auction at such place, and at such time and upon such terms as the Trustees may fix and briefly specify in the notice of sale to be given as herein provided and as may be required by law, and without limiting the generality of the foregoing, the Trustees shall have the power, by their agents or attorneys, to sell all or any part of the stocks, obligations, evidences of indebtedness or other securities or contracts at the time held by them hereunder; or

(b) may proceed to protect and enforce their rights and the rights of the Bondholders under this Mortgage, by a suit or suits in equity or at law, whether for the specific performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for the foreclosure of this Mortgage or for the enforcement of any other legal or equitable right, as the Trustees, being advised by counsel, shall deem most effectual to enforce any of their rights or to perform any of their duties hereunder.

Section 12.05. *Trustees to Act on Request of Majority in Interest of Bondholders.* Upon the written request of the holders of at least a majority in principal amount of the Bonds then outstanding, in case of the happening of any event of default, if the same shall not have been remedied, it shall be the duty of the Trustees to take all needful steps for the protection and enforcement of their rights and the rights of the holders of the Bonds, or to take appropriate judicial proceedings, as the Trustees, being advised by counsel, shall deem most expedient in the interest of the holders of the Bonds, subject in each case to the provisions of subsections (j) and (k) of Section 15.01.

Section 12.06. *Notice for Sale under Power.* Notice of any sale under the power of sale herein granted shall state the time when and the place where the same is to be made, and shall contain a brief descrip-

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tion of the property to be sold, and shall be sufficiently given if published once in each of 4 successive calendar weeks prior to such sale in at least one authorized newspaper in the City of Boston, Massachusetts and in the Borough of Manhattan, The City of New York, (in each instance upon any day of the week and in any such newspaper, the first publication to be made not less than 30 days nor more than 40 days prior to such sale), and in such other form and manner as may be required by law.

Section 12.07. *Adjournment of Sale.* The Trustees may from time to time adjourn any sale to be made by them under the power of sale granted by this Mortgage, by announcement at the time and place appointed for such sale or for any adjournment thereof; and without further notice or publication, except such as may be required by law, they may make such sale at the time and place to which the same shall have been so adjourned.

Section 12.08. *Irrevocable Appointment of Trustees as Attorney to give Deed.* Upon the completion of any sale or sales under this Mortgage, the Trustees shall execute and deliver to the accepted purchaser or purchasers a good and sufficient deed or deeds of conveyance, sale and transfer of all the property sold; and the Trustees are hereby irrevocably appointed the true and lawful attorneys of the Company, in its name and stead, to make all necessary deeds and conveyances of the property thus sold; and for that purpose they may execute all necessary deeds and instruments of assignment and transfer, the Company hereby ratifying and confirming all that its attorneys shall lawfully do by virtue hereof. Nevertheless if so requested by the Trustees or any purchaser, the Company shall ratify and confirm any such sale or transfer by executing and delivering to the Trustees or to such purchaser or purchasers all such necessary deeds and instruments of assignment as may be designated in any such request.

Any such sale or sales made under or by virtue of this Mortgage, whether under the power of sale herein granted or by virtue of judicial proceedings, shall, to the extent permitted by law, operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Company of, in and to the property so sold, and, to the extent permitted by law, shall be a perpetual bar, both at law and in equity, against the Company, its successors and assigns, and against any and all persons claiming or who may claim the property sold, or any part thereof, from, through or under the Company, its successors or assigns.

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

Section 12.09. Sale to be of Properties as Entirety unless otherwise ordered by majority of Bondholders. In the event of any sale under this Article, whether made under the power of sale herein granted or by virtue of judicial proceedings, the whole of the trust estate shall be sold in one parcel and as an entirety, unless the holders of at least a majority in principal amount of the Bonds then outstanding shall in writing request the Trustees to cause said property to be sold in parcels, in which case the sale shall be made in such parcels as may be specified in such request, or unless such sale as an entirety is impracticable by reason of some statute or other cause.

Section 12.10. Bonds to become due in Event of Sale. In case of any sale of the trust estate, or any part thereof, under this Article, whether made under the power of sale herein granted, or by virtue of judicial proceedings, the principal of and accrued interest on all the Bonds then outstanding, if not already due, shall immediately become due and payable, anything in the Bonds or in this Mortgage to the contrary notwithstanding.

Section 12.11. Disposition of Proceeds of Sale. The proceeds of any such sale, together with any other sums which may then be held by the Trustees as part of the trust estate, shall be applied as follows:

First: To the payment of the costs and expenses of such sale, including a reasonable compensation to the Trustees, their agents, attorneys and counsel, and of all charges, expenses and liabilities incurred (and all advances made) by the Trustees, subject to subsections (j) and (k) of Section 15.01, in managing and maintaining the trust estate or in executing any trust or power hereunder, and to the payment of all taxes, assessments or liens prior to the lien of this Mortgage, except any taxes, assessments or other superior lien subject to which such sale shall have been made;

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Second: To the payment of the whole amount then due and unpaid upon the Bonds then outstanding, for principal, premium, if any, and interest, with interest on any overdue principal and on the overdue installments of interest at the rate of 6% per annum (to the extent that the payment of such interest is enforceable under applicable law) and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the Bonds, then to the payment of such principal, premium, if any, and interest, without preference or priority of principal and premium, if any, over interest or of interest over principal, premium, if any, or of any installment of interest over any other installment of interest, or of any series of the Bonds over any other series of the Bonds, ratably according to the aggregate so due (in lawful money of the United States of America) for such principal, premium, if any, and the accrued and unpaid interest, at the date fixed by the Trustees for the distribution of such moneys, subject, however, to the provisions of Section 10.02; and

Third: The surplus, if any, shall be paid to the Company, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

Section 12.12. *Application of Bonds as part of Purchase Price.*
 In case of any sale as aforesaid of the trust estate or any part thereof, any purchaser shall be entitled, for the purpose of making settlement or payment for the property purchased, to use and apply any Bonds then outstanding and any matured and unpaid coupons and claims for interest, in order that there may be credited thereon the sums payable out of the net proceeds of such sale to the holder of such Bonds and coupons and claims for interest, subject to the provisions of Section 10.02, as his ratable share of such net proceeds; and thereupon such purchaser shall be credited, on account of such purchase price, with the portion of such net proceeds that shall be applicable to the payment of, and that shall have been credited upon, the Bonds and coupons and claims for interest so used and applied; and at any such sale, any Bondholder, or the Trustees, may bid for and purchase the property offered for sale, may make payment on account thereof as aforesaid, and upon compliance with the terms of sale, may hold, retain and dispose of such property without further accountability therefor.

Section 12.13. *Miscellaneous Rights of Trustees in the Event of Suit.* Upon filing a bill in equity or upon other commencement of judicial

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proceedings by the Trustees, to enforce any right under this Mortgage, the Trustees shall, to the extent permitted by law, be entitled to exercise any and all other rights and powers herein conferred and provided to be exercised by the Trustees upon the occurrence of an event of default; and, to the extent permitted by law, as a matter of right as against the Company, without notice or demand and without regard to the adequacy of the security for the Bonds, the Trustees shall be entitled to the appointment of a receiver of the trust estate, and of the tolls, earnings, revenue, rents, issues, profits and other income thereof, with all such powers as the court or courts making such appointment shall confer; but notwithstanding the appointment of any receiver, the Trustees shall be entitled to retain possession and control of, and, subject to the provisions of Section 10.08, to collect and receive the income from, any money, obligations, evidences of indebtedness, and other securities and property deposited or pledged with it hereunder or agreed or provided to be delivered to or deposited or pledged with it hereunder.

Section 12.14. Covenant to pay Principal, Premium, if any, and Interest on Bonds in the Event of Default. The Company covenants that

- (1) in case it shall fail to pay interest on any Bond for a period of 15 days after the same shall have become due and payable, or
- (2) in case it shall fail to pay the principal of or premium, if any, on any Bond when and as the same shall become due and payable, whether by the terms thereof or otherwise as herein provided,

then, and upon demand of the Trustee, the Company will pay to the Trustee for the benefit of the holders of the Bonds and coupons in respect of which such default shall be made, the whole amount due and payable on all such Bonds and coupons, for principal, premium, if any, and interest, including the redemption price of any Bonds called for redemption, with interest upon the overdue principal and (to the extent that the payment of such interest is enforceable under applicable law) overdue installments of interest at the rate of 6% per annum; and in case the Company shall fail to pay the same forthwith upon such demand, the Trustees, in their own name, and as trustees of an express trust, shall be entitled to recover judgment for the whole amount so due and unpaid against the Company or against any other obligor on the Bonds.

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The Trustees shall, to the extent permitted by law, be entitled to recover judgment as aforesaid either before, after or during the pendency of any proceedings for the enforcement of the lien of this Mortgage, and the right of the Trustees to recover such judgment shall, to the extent permitted by law, not be affected by any entry or sale hereunder or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Mortgage or the foreclosure of the lien hereof.

In case of a sale of the trust estate and the application of the proceeds of sale to the payment of the Bonds, the Trustees, in their own name and as trustees of an express trust, shall be entitled, to the extent permitted by law, to enforce payment of, and to receive, all amounts then remaining due and unpaid upon any and all of the Bonds and coupons then outstanding, for the benefit of the holders thereof, and shall be entitled to recover judgment for any portion of the same remaining unpaid, with interest. No recovery of any such judgment by the Trustees shall in any manner or to any extent affect the lien of the Trustees upon the trust estate or any part thereof or any rights, powers or remedies of the Trustees hereunder or any rights, powers or remedies of the holders of the Bonds; but such lien, rights, powers and remedies shall continue unimpaired as before.

All moneys collected by the Trustees under this Section shall be applied as follows:

First. To the payment of the costs and expenses of the proceedings resulting in the collection of such moneys, including counsel fees, and of the charges, expenses and liabilities incurred and all advances made by the Trustees, or either of them, subject to subsections (j) and (k) of Section 15.01, in theretofore managing and maintaining the Trust Estate or in executing any trust or power hereunder; and

Second. To the payment of the amounts then due and unpaid upon the Bonds and coupons, in respect of which or for the benefit of which such moneys shall have been collected, ratably and without any preference or priority of any kind (except as provided in Section 10.02) according to the amounts due and payable upon such Bonds and coupons, respectively, at the date fixed by the Trustees for the distribution of such moneys.

Section 12.15. *Limitation on Action by Individual Bondholders.* No holder of any Bond or coupon issued hereunder shall have any right to institute any suit, action or proceeding at law or in equity for the

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foreclosure of this Mortgage or for the execution of any trust hereunder or for the appointment of a receiver or for any other remedy hereunder, unless

(a) such holder shall have previously given to the Trustee written notice of the occurrence of an event of default;

(b) the holders of a least a majority in amount of the Bonds then outstanding shall have filed a written request with the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name;

(c) said holders shall have offered to the Trustee security and indemnity satisfactory to the Trustees against the costs, expenses and liabilities to be incurred by compliance with such request; and

(d) the Trustees shall have refused or omitted to comply with such request for a period of 90 days after such written request shall have been filed with, and said offer of indemnity shall have been made to, the Trustees.

Such notification, request and offer of indemnity are hereby declared, in every case, at the option of the Trustees, except as may otherwise be required by subsections (j) and (k) of Section 13.01, to be conditions precedent to any action or cause of action for foreclosure or for the execution of any trust hereunder or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of Bonds or coupons shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the lien of this Mortgage or to enforce any right hereunder, except in the manner herein provided; and that all proceedings at law or in equity to enforce any provision of this Mortgage shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of the outstanding Bonds and coupons (subject to the provisions of Section 10.02).

Provided, however, that nothing in this Mortgage or in the Bonds or in the coupons contained shall affect or impair the obligation of the Company, which is absolute and unconditional, to pay at the respective dates of maturity and places therein expressed or resulting from a declaration of maturity under Section 12.02 the principal of, premium, if any, and interest on the Bonds to the respective holders of the Bonds and coupons, or affect or impair the right of action, which is also abso-

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lute and unconditional, of such holders to enforce such payment; and provided further, that, in case of the designation for redemption of any Bonds, the holder of any Bond so designated, without reference to the Trustees or the request of the holders of other Bonds, may individually enforce payment of the redemption price of the Bond so designated, by any appropriate proceedings.

Anything to the contrary notwithstanding contained in this Section the parties to this Mortgage and the Bondholders agree that the court may in its discretion, require, in any suit for the enforcement of any right or remedy under this Mortgage, or in any suit against the Trustees for any action taken or omitted by them, or either of them, as Trustees, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; provided, however, that the provisions of this Paragraph shall not apply to any suit instituted, directly or through an agent or agents, by the Trustees, or either of them, to any suit instituted by any Bondholder or group of Bondholders holding in the aggregate more than 10% in principal amount of the Bonds outstanding or to any suit instituted by any Bondholder for the enforcement of the payment of the principal of, premium, if any, or interest on his Bonds at and after the maturity of such principal or interest as expressed in such Bonds or resulting from a declaration of maturity under Section 12.02 or after designation of such Bonds for redemption.

Section 12.16. Remedies not Exclusive. Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustees, or either of them, or to the holders of Bonds is intended to be exclusive of any other remedy, but each and every such remedy shall, to the extent permitted by law, be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 12.17. Delay in enforcing Rights of Trustees not a Waiver. Trustee may file Proof of Debt, etc. No delay or omission of the Trustees, or either of them, or of any holder of Bonds to exercise any right or power arising upon the happening of any event of default shall impair any right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy

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given by this Article to the Trustees, or either of them, or to the Bondholders, subject to the provisions of Section 12.15, may be exercised from time to time and as often as may be deemed expedient by the Trustees, or either of them, or by the Bondholders.

All rights of action under this Mortgage may be enforced by the Trustees, or either of them, without the possession of any of the Bonds or coupons or the production thereof on the trial or other proceedings, and any such suit or proceedings instituted by the Trustees, or either of them, shall be brought in their own names as Trustees or as Trustee, as the case may be.

The Trustee shall be entitled and empowered either in its own name and as trustee of an express trust, or as attorney-in-fact for the holders of the Bonds and the holders of the coupons, or in any one or more of such capacities, to file such proof of debt, amendment of proof of debt, claim, petition or other document as may be necessary or advisable in order to have the claims of the Trustees and of the holders of Bonds and of the coupons against the Company or any other obligor upon the Bonds allowed in any equity receivership, insolvency, bankruptcy, liquidation, readjustment, reorganization or other similar proceedings relative to the Company or any other obligor upon the Bonds or their respective creditors or relative to property of the Company or of any other obligor upon the Bonds. The Trustee is hereby irrevocably appointed (and the successive respective holders of the Bonds and of the coupons, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) the true and lawful attorney-in-fact of the respective holders of the Bonds and coupons, with authority to make or file in the respective names of the holders of the Bonds or coupons, or on behalf of all the holders of the Bonds or coupons as a class (subject to deduction from any such claim of the amounts of any claims filed by any of the holders of the Bonds or coupons themselves), any proof of debt, amendment of proof of debt, claim, petition or other document in any such proceedings, and to receive payment of any sums becoming distributable on account thereof, and to execute any other papers and documents and do and perform any and all acts and things for and on behalf of such holders of the Bonds or coupons, as may be necessary or advisable in the opinion of the Trustee in order to have the respective claims of the Trustees and of the holders of the Bonds and coupons against the Company or its property or against any other obligor upon the Bonds or the property of any such obligor allowed in any such proceeding, and to receive pay-

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ment of or on account of such claims; provided, however, that nothing herein contained shall be deemed to authorize or empower the Trustee to consent to or accept or adopt, on behalf of any Bondholder, any plan of reorganization or readjustment of the Company, or of any other obligor upon the Bonds, affecting the Bonds.

Section 12.18. *Trustees may maintain suits to protect security.* The Trustees shall have power to institute and to maintain such suits and proceedings as they may be advised shall be necessary or expedient to prevent any impairment of the security hereunder by any acts which may be unlawful or in violation of this Mortgage, and such suits and proceedings as the Trustees may be advised shall be necessary or expedient to preserve or protect their interests and the interests of the Bondholders in respect of the Trust Estate and in respect of the income, earnings, issues and profits arising therefrom.

Section 12.19. *Rights of Trustees on Default to be Continuing.* In case the Trustees, or either of them, shall have proceeded to enforce any right under this Mortgage by foreclosure, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustees, or either of them, the Company and the Trustees shall without further act be restored to their former positions and rights hereunder in respect of the trust estate, and all rights, remedies and powers of the Trustees shall continue as though no such proceeding had been taken.

Section 12.20. *Holders of a Majority in Interest of Bonds may direct certain Action by Trustees.* The holders of not less than a majority of the principal amount of the Bonds at the time outstanding may direct the time, method and place of conducting any proceeding or any remedy available to the Trustees, or exercising any trust or power conferred upon the Trustees, and for any action taken or omitted to be taken by them in good faith in accordance with such direction, the Trustees shall, subject to the provisions of subsections (j) and (k) of Section 15.01 be under no liability hereunder. The holders of not less than a majority of the principal amount of the Bonds at the time outstanding may also waive any past default hereunder and its consequences, except a default in the payment of the principal of, premium, if any, or interest on any of the Bonds as and when the same

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shall become due by the terms of such Bonds by redemption, by declaration or otherwise, and except a default arising from the creation of any lien prior to or on a parity with the lien of this Mortgage and upon such waiver such default shall be deemed not to exist for any purpose of this Mortgage.

SECTION 12.21. *Waiver of Stay and Redemption Laws.* To the extent that under the laws of any particular jurisdiction it may lawfully so covenant, the Company covenants that it will not at any time insist upon or plead or in any manner whatever claim or take the benefit or advantage of any appraisement, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the trust estate or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but the Company, for itself and all who may claim through or under it, so far as it or they now or hereafter lawfully may, hereby waives the benefit of all such laws, and, without limiting the generality of the foregoing, to the extent permitted by law, hereby waives appraisement and all periods of redemption. The Company, for itself and all who may claim through or under it, waives any and all right to have the property included in the trust estate marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may sell the trust estate as an entirety.

SECTION 12.22. *Bonds held by Company excluded from payments under Default Provisions.* No Bonds owned or held by, for the account of or for the benefit of, the Company (other than Bonds pledged to secure any obligation) shall be deemed entitled to share in any payment or distribution provided for in this Article.

SECTION 12.23. *Default Provisions subject to Existing Laws.* All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law that may be controlling in the premises and to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded or filed under the provisions of any applicable law.

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Section 12.24. *Limitation of Personal Liability of Incorporators, Stockholders, Officers, Directors, etc.* No recourse shall be had for the payment of the principal of, premium, if any, or the interest on this Bond, or for any claim based directly or indirectly on this Bond or the Mortgage or any indenture supplemental thereto, against any incorporator, stockholder, director or officer, as such, past, present or future, of the Company or of any predecessor or successor corporation, or of the Trustee either directly or through the Company or any predecessor or successor corporation regardless of the nature of such claim, all such liability being, by the acceptance hereof and as a part of the consideration for the issue hereof, expressly waived and released by every holder hereof, and being released by the Mortgage.

Section 12.25. *Bonds held by Company, etc. Excluded in Action by Bondholders.* In determining whether the holders of the required principal amount of Bonds have concurred in any direction or consent required or permitted by this Mortgage, Bonds owned by the Company or by any other obligor upon the Bonds, or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company or any such other obligor, shall be disregarded, except that for the purposes of determining whether the Trustees shall be protected in relying on any such direction or consent, only Bonds which the Trustees know are so owned shall be so disregarded.

Section 12.26. *Applicability of Article Twelve to Individual Trustees and Co-Trustees.* The provisions of this Article Twelve, which have been made specifically applicable to the Trustee shall, where pertinent, also apply to the Individual Trustee and to any co-trustee appointed as provided in this Mortgage.

ARTICLE THIRTEEN.

EVIDENCE OF RESULTS OF BONDHOLDERS.

Section 13.01. *Bondholders' Requests.* Any request, consent or other instrument required by this Mortgage to be signed and executed by Bondholders may be in any number of concurrent writings of substantially similar tenor and may be signed or executed by such Bond-

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holders in person or by agent or agents duly appointed in writing. Proof of the execution of any such request or other instrument or of a writing appointing any such agent, or of the holding by any person of Bonds transferable by delivery, shall be sufficient for any purpose of this Mortgage and shall be conclusive in favor of the Trustees or of the Company, if made in the manner provided in this Article, subject, in each case to the provisions of subsections (j) and (k) of Section 15.01.

Section 13.02. Proof of Fact by Affidavit. The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument acknowledged to him the execution thereof.

Section 13.03. Proof by Certificate of Trust Company or Bank, etc. The amount of Bonds transferable by delivery held by any person executing any such request, consent or other instrument as a Bondholder, and the distinguishing numbers of the Bonds held by such person, and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, banker or other depository (wherever situated), if such certificate shall be deemed by the Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with such depository, or exhibited to it, the Bonds therein described; or such facts may be proved by the certificate or affidavit of the person executing such request or other instrument as a Bondholder, if such certificate or affidavit shall be deemed by the Trustee to be satisfactory. The Trustees and the Company may conclusively assume that such ownership continues until written notice to the contrary is served upon the Trustee. The fact and date of execution of any request, consent or other instrument and the amount and distinguishing numbers of Bonds held by the person so executing such request, consent or other instrument may also be proved in any other manner which the Trustee may deem sufficient. The Trustee, may nevertheless, in its discretion, require further proof in cases where it deems further proof desirable.

The ownership of coupon Bonds registered as to principal and registered Bonds without coupons shall be proved by the register of such Bonds.

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The foregoing provisions of this Article are subject to the provisions of Article Eighteen with respect to the calling of and voting at meetings of Bondholders.

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

ARTICLE FOURTEEN.

MERGER, CONSOLIDATION, TRANSFER OR LEASE.

SECTION 1401. Consolidation, Merger, Sale or Lease by Company permitted under certain conditions. Nothing in this Mortgage contained shall prevent any consolidation or merger of the Company with or into any other corporation or corporations, or any conveyance, transfer or lease, subject to the lien of this Mortgage, of all or substantially all the trust estate as an entirety to any corporation lawfully entitled to acquire or lease and operate the same; provided, however, and the Company covenants and agrees, that such consolidation, merger, conveyance, transfer or lease shall be upon such terms as fully to preserve and in no respect to impair the lien or security of this Mortgage or any of the rights or powers of the Trustees or the Bondholders hereunder; and provided further, that every such lease shall be made expressly subject to termination by the Company or by the Trustees at any time upon the happening of an event of default hereunder, and also by the purchaser at any sale hereunder of the property so leased, whether such sale be made under the power of sale hereby conferred or pursuant to judicial proceedings; and provided further, that, upon and in connection with any such consolidation, merger, conveyance or transfer the due and punctual payment of the principal of and interest on all the Bonds according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of this Mortgage to be performed or observed by the Company, shall be assumed by the successor corporation formed by such consolidation or into which such merger shall have been made or which acquires by conveyance or transfer all or substantially all the trust estate as an entirety; and such successor corporation shall execute and deliver to

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the Trustees, simultaneously with such consolidation, merger, conveyance or transfer an indenture supplemental hereto containing

(1) an agreement on the part of such successor corporation punctually to make all the payments and to perform and observe all the covenants and conditions of this Mortgage which are to be made or performed or observed by the Company, with the same effect and to the same extent as if the maker of such agreement had been a party hereto, and

(2) a grant, conveyance, transfer and mortgage of the character described in Paragraph A or Paragraph B of Section 14.02;

and provided further, that upon and in connection with any such consolidation, merger, conveyance or transfer, the Company shall deposit with the Trustee within 45 days thereafter:

A. A certificate of an independent engineer, dated not more than 45 days prior to the date of such consolidation, merger, conveyance or transfer, but speaking *pro forma* as of a time immediately thereafter, stating the aggregate cost and the then aggregate fair value to the successor corporation of the properties then owned by the successor corporation subject to a lien or liens (other than liens either junior to the lien of this Mortgage or liens for secured obligations for the payment or redemption of which provision shall have been duly made, all of which liens are hereinafter in this Article called "excepted liens") securing indebtedness of the successor corporation then outstanding;

B. A certificate of the Company, dated not more than 45 days prior to the date of such consolidation, merger, conveyance or transfer, but speaking *pro forma* as of a time immediately thereafter, setting forth:

(i) that the principal amount of indebtedness of the successor corporation then outstanding which is secured by a lien or liens (other than excepted liens) on the properties then owned by the successor corporation will not exceed 66 2/3% of the lesser of the aggregate cost or the then aggregate fair value of such properties as stated in the accompanying independent engineer's certificate; and

C. A certificate of the Company, dated not more than 45 days prior to the date of such consolidation, merger, conveyance or transfer, but speaking *pro forma* as of a time immediately thereafter, in the nature of the earnings certificate specified in Paragraph D of Section 5.02 except that such certificate shall refer to net earnings of the successor corporation and obligations secured by a lien or liens (other than excepted liens) on property of the successor corporation, and shall contain other appropriate variations;

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and provided further, that, upon and in connection with any such lease, the lessee under such lease shall execute and deliver to the Trustees, simultaneously with such lease, an indenture supplemental hereto containing a grant, conveyance, transfer and mortgage subjecting to the direct lien of this Mortgage all properties and franchises of the character described in Paragraph B of Section 14.02 which may be acquired by such lessee after the date of such lease.

Section 14.02. *Substitution of Successor Corporation. Conditions imposed upon Successor.* In case the Company, pursuant to Section 14.01, shall be consolidated with or merged into any other corporation or corporations or shall convey or transfer, subject to the lien of this Mortgage, all or substantially all the trust estate as an entirety, the successor corporation formed by such consolidation or into which the Company shall have been merged or which shall have received a conveyance or transfer as aforesaid, upon executing and delivering the supplemental indenture referred to in said Section 14.01, shall succeed to and be substituted for the Company with the same effect as if it had been named herein as a Mortgagor hereto, subject, however, to the following limitations and restrictions:

A. If said supplemental indenture shall contain a grant, conveyance, transfer and mortgage in terms sufficient to include and subject to the lien of this Mortgage all property and franchises then owned and which may be thereafter acquired by such successor corporation (other than property of the character embraced within the definition of excepted property), thereupon and thereafter such successor corporation may cause to be executed, either in its own name or in the name of Algonquin Gas Transmission Company, and delivered to the Trustee for authentication, any Bonds issuable hereunder; and upon the order of such successor corporation in lieu of the Company, and subject to all the terms, conditions and restrictions in this Mortgage prescribed, the Trustee shall authenticate and deliver any of the Bonds which shall have been previously executed and delivered by the Company to the Trustee for authentication, and any of such Bonds which such successor corporation shall thereafter, in accordance with the provisions of this Mortgage, cause to be executed and delivered to the Trustee for such purpose. Such changes in phraseology and form (but not in substance) may be made in such Bonds as may be appropriate in view of such consolidation or merger or conveyance or transfer. All such Bonds when issued by such successor corporation shall in all respects have the same legal rank and security as the Bonds theretofore or thereafter authenticated and

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delivered in accordance with the terms of this Mortgage and issued, as though all of said Bonds had been issued at the date of the execution hereof.

B. If said supplemental indenture shall not contain the grant, conveyance, transfer and mortgage described in the preceding Paragraph A, then such successor corporation shall not be entitled to procure hereunder the authentication and delivery of Bonds or the withdrawal of deposited cash or of trust moneys (notwithstanding the generality of the granting clauses) and this Mortgage shall not, by virtue of such consolidation, merger, conveyance or transfer, or by virtue of said supplemental indenture, become a lien upon any of the properties or franchises of such successor corporation, owned by it at the time of such consolidation, merger, conveyance or transfer (unless such successor corporation, in its discretion, shall subject the same to the lien hereof), but this Mortgage shall become and be a lien upon the following, and only the following, properties and franchises acquired or constructed by such successor corporation after the date of such consolidation, merger, conveyance or transfer, to wit:

(1) all betterments, extensions, improvements, additions, repairs, renewals, replacements, substitutions and alterations to, upon, for and of the property and franchises subject to the lien hereof, and all property constituting appurtenances of the trust estate or which shall form an integral part of or be essential to the use or operation of any property then or thereafter subject to the lien hereof;

(2) all property additions made the basis of the withdrawal of cash from the trustee, mortgagee or other holder of a prior lien upon the trust estate, or the release of property from the lien of this Mortgage, and all property acquired or constructed with the proceeds of any insurance on any part of the trust estate or with the proceeds of any part of the trust estate disposed of free from such lien; and

(3) all property acquired in pursuance of the covenants herein contained to maintain and preserve and keep the trust estate in good condition, repair and working order, or in pursuance of some other covenant or agreement herein contained to be performed by the Company;

and in such event said supplemental indenture shall contain a grant, conveyance, transfer and mortgage subjecting the property described in the preceding clauses (1), (2) and (3) of this paragraph to the direct lien of this Mortgage, and also a covenant and stipulation by such successor corporation to keep the property subject to the lien hereof, as far as practicable, readily identifiable.

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Section 14.03 *Lien of Mortgage Preserved.* Nothing contained in this Article, however, shall affect or lessen the extent of the lien of this Mortgage upon the property of the Company hereafter acquired, by reason of the acquisition by the Company of all or substantially all of the property of another corporation.

ARTICLE FIFTEEN.

CONCERNING THE TRUSTEE

Section 15.01 *Acceptance of Trusts.* The Trustees accept the trusts created by this Mortgage upon the terms and conditions hereof, including the following, to all of which the parties hereto and the holders from time to time of the Bonds agree:

(a) The Trustees shall be entitled to reasonable compensation for all services rendered by them hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust), and such compensation, as well as the reasonable compensation of their counsel, and all other reasonable expenses incurred by the Trustees, or either of them, hereunder, and all taxes which may have been assessed against the Trustees, or either of them, as such or against any funds on deposit with the Trustee hereunder which the Trustees, or either of them, may be required or permitted by law to deduct from such deposit and to pay, the Company agrees to pay them promptly on demand from time to time as such services shall be rendered and as such expenses shall be incurred. The Company also agrees to indemnify the Trustees for and to hold them harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the Trustees, arising out of or in connection with the acceptance or administration of this trust, as well as the costs and expenses of defending against any claim of liability in the premises. In default of any such payments by the Company, the Trustees shall have a lien therefor on the property subject to the lien of this Mortgage and the proceeds thereof prior to the lien of the Bonds and coupons and a lien therefor on any moneys held by the Trustees, or either of them, hereunder prior to any rights in such moneys of the holders of the Bonds and of the coupons.

(b) The Trustees may execute any of the trusts or powers hereof and perform any duty hereunder either directly or by or through its agents or attorneys.

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(c) Subject to subsections (j) and (k) of this Section 15.01, the Trustees shall not be responsible in any manner whatsoever for the correctness of the recitals herein or in the Bonds (except the Trustee's certificate of authentication thereon) or in the coupons contained, all of which are made by the Company solely; and the Trustees shall not be responsible or accountable in any manner whatsoever for or with respect to the validity, execution, sufficiency or recording of this Mortgage, or of any indenture supplemental hereto, or of the Bonds or coupons, or for the value of the property subject to the lien of this Mortgage or any part thereof, or for the title of the Company thereto, or for the security afforded thereby and hereby, or for the validity of any securities at any time held hereunder, and the Trustees make no representation with respect thereto; and the Trustees shall not be accountable for the use or application by the Company of any Bonds authenticated and delivered hereunder or of the proceeds of such Bonds, or for the use or application of any moneys paid over by the Trustee in accordance with any provision of this Mortgage.

(d) Neither of the Trustees shall be under any obligation to exercise any of the trusts or powers hereof at the request, order or direction of any of the Bondholders, pursuant to the provisions of this Mortgage, unless such Bondholders shall have offered to the Trustee, or the Individual Trustee, as the case may be, security or indemnity satisfactory to it or him against the costs, expenses and liabilities to be incurred therein or thereby; nothing herein contained shall, however, relieve the Trustees, or either of them, of the obligation, upon the occurrence of an event of default (which has not been cured), to exercise such of the rights and powers vested in it by this Mortgage, and to use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(e) The Trustees may consult with counsel, and, to the extent permitted by this Section, the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by them hereunder in good faith and in accordance with the opinion of such counsel.

(f) The Trustees, to the extent permitted by this Section, may rely upon the certificates of the secretary or one of the assistant secretaries of the Company, under its corporate seal, as to the adoption of any resolution by its board of directors or stockholders.

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(g) Any action taken by the Trustees, or either of them, pursuant to any provision hereof at the request or with the consent of any person who at the time is the holder of any Bond shall be conclusive and binding in respect of such Bond upon all future holders thereof, whether or not such Bond shall have noted thereon the fact that such request or consent had been made or given.

(h) The Trustees shall not be personally liable in case of entry by them upon the mortgaged and pledged property for debts contracted or liability or damages incurred in the management or operation of said property.

(i) The Trustees, to the extent permitted by this Section, may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, Bond, coupon or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties.

(j) None of the provisions of this Mortgage shall be construed as relieving either of the Trustees from liability for its or his own negligent action, negligent failure to act, or wilful misconduct, except that, anything in this Mortgage contained to the contrary notwithstanding:

(1) unless and until an event of default specified in Section 1201 hereof shall have happened and such event of default at the time exists,

(a) the Trustees shall not be liable except for the performance of such duties as are specifically set out in this Mortgage, and no implied covenants or obligations shall be read into this Mortgage against the Trustees, whose duties and obligations shall be determined solely by the express provisions of this Mortgage; and

(b) the Trustees may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, in the absence of bad faith on the part of the Trustees, upon certificates or opinions furnished to them pursuant to the express provisions of and conforming to the requirements of this Mortgage; but in the case of any such certificates or opinions, which, by the provisions of this Mortgage, are specifically required to be furnished to the Trustees, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Mortgage;

(2) the Trustee shall not be personally liable for any error of judgment made in good faith by a responsible officer or officers of the Trustee unless it shall be proved that the Trustee was neg-

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ligent in ascertaining the pertinent facts; and the Individual Trustee shall not be personally liable for any error in judgment made in good faith by him unless it shall be proven that he was negligent in ascertaining the pertinent facts; and

(j) neither of the Trustees shall be personally liable to any holder of Bonds or coupons or to any other person with respect to any action taken or omitted to be taken by it or him in good faith, in accordance with the direction of the holders of a majority in aggregate principal amount of the Bonds at the time outstanding, relating to the time, method and place of conducting any proceeding for any remedy available to the Trustees or exercising any trust or power conferred upon the Trustees by this Mortgage.

(k) Notwithstanding any other provision of this Mortgage, if an event of default specified in Section 12.01 hereof shall have happened, then, so long as the same shall exist, the Trustee shall exercise such of the rights and powers vested in it by this Mortgage, and shall use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(l) Whenever in the administration of the trusts of this Mortgage, prior to the occurrence of an event of default hereunder and after the curing of all events of default which may have occurred, the Trustees shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, subject to the provisions of subsections (j) and (k) of this Section 13.01, be deemed to be conclusively proved and established by a certificate of the Company, and such certificate shall be full warrant to the Trustees, or either of them, for any action taken or suffered by them, or either of them, under the provisions of this Mortgage upon the faith thereof.

(m) Notwithstanding any provision of this Mortgage authorizing the Trustees conclusively to rely upon any resolutions, certificates, statements, opinions, reports, orders or other instruments, the Trustees, or either of them, may, but, to the extent permitted by this Section, need not, require any further evidence or make any further investigation as to the facts or matters stated therein which it or he may, in good faith, deem reasonable in the circumstances.

(n) If the Trustees, or either of them, shall determine to make such further investigation, they shall be entitled to examine the books, records and premises of the Company; and unless satisfied, with or without

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such investigation, of the truth and accuracy of the matters stated in such resolutions, certificates, statements, opinions, reports, orders or other instruments, they shall be under no obligation to grant any application or take or permit any action hereunder. The reasonable expense of every such examination shall be paid by the Company, or, if paid by the Trustees, or either of them, shall be repaid by the Company, upon demand, with interest at the rate of 5% per annum, and until such repayment shall be secured by a lien on the property subject to the lien of this Mortgage and the proceeds thereof prior to the lien of the Bonds and coupons.

(c) The Trustees shall give to the Bondholders, in the manner and to the extent provided in Section 15.06(c), notice of the occurrence of any default known to them, such notice to be given within 90 days thereafter; provided, however, that, except in the case of a default resulting from the failure to make any payment of principal of, premium, if any, or interest on the Bonds, or in the payment of any sinking or purchase fund instalment, the Trustees shall be protected in withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors or responsible officers, of the Trustee in good faith determine that the withholding of such notice is in the interests of the Bondholders. Nothing herein contained shall require the Trustees to give any notice of any default which has been cured. For the purposes of this subsection (c) of this Section 15.01 the term "default" shall mean any event of default specified in Section 12.01 not including in the case of the defaults specified in paragraphs A or F thereof any periods of grace provided for therein;

(p) The term "responsible officer or officers" of the Trustee, whenever used in this Mortgage, shall mean and include the chairman of the board of directors, the president, every vice president, every trust officer, the cashier, the secretary, the treasurer, and every officer and assistant officer of such Trustee, other than those specifically above mentioned, to whom any corporate trust matter is referred because of his knowledge of, and familiarity with, a particular subject.

Section 15.02. *Action by Trustees in the event of conflicting interest.* (a) If the Trustee has or acquires any conflicting interest, as defined by subsection (d) of this Section, the Trustee shall within 90 days after ascertaining that it has such conflicting interest, either eliminate such conflicting interest or resign by giving written notice

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to the Company, but such resignation shall not become effective until the appointment of a successor trustee and such successor's acceptance of such appointment. The Company covenants to take prompt steps to have a successor appointed in the manner hereinafter provided in Section 15.06. Upon giving such notice of resignation, the resigning Trustee shall publish notice thereof in at least one authorized newspaper in the City of Boston, Massachusetts and in the Borough of Manhattan, The City of New York, once in each of two successive calendar weeks, in each case on any business day of the week and in any such newspaper. If the resigning Trustee fails to publish such notice within 10 days after giving written notice of its resignation to the Company, the Company shall publish such notice.

(b) In the event that the Trustee shall fail to comply with the provisions of the preceding subsection (a) of this Section, the Trustee shall within 10 days after the expiration of such ninety (90) day period transmit notice of such failure to the Bondholders, in the manner and to the extent provided in subsection (c) of Section 15.06 with respect to reports pursuant to subsection (a) of said Section 15.06.

(c) Any Bondholder who has been a *bona fide* holder of a Bond or Bonds for at least six months may, on behalf of himself and all other similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor if the Trustee fails, after written request therefor by such holder, to comply with the provisions of subsection (a) of this Section.

(d) The Trustee shall be deemed to have a conflicting interest if—

(1) the Trustee is trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the Company are outstanding, unless such other indenture is a collateral trust indenture under which the only collateral consists of Bonds issued under this Mortgage; provided that there shall be excluded from the operation of this Paragraph any indenture or indentures under which other securities, or certificates of interest or participation in other securities, of the Company are outstanding, if the Company shall have sustained the burden of proving, on application to the Securities and Exchange Commission and after opportunity for hearing thereon, that the trusteeship under this Mortgage and such other indenture is not so likely to involve a material conflict of interest as to make it necessary in the public interest or for

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the protection of investors to disqualify the Trustee from acting as such under one of such indentures;

(2) the Trustee or any of its directors or executive officers is an obligor upon the Bonds or an underwriter for the Company;

(3) the Trustee directly or indirectly controls or is directly or indirectly controlled by or is under direct or indirect common control with the Company or an underwriter for the Company;

(4) the Trustee or any of its directors or executive officers is a director, officer, partner, employee, appointee, or representative of the Company, or of an underwriter (other than the Trustee itself) for the Company who is currently engaged in the business of underwriting, except that (A) one individual may be a director and/or an executive officer of the Trustee and director and/or an executive officer of the Company, but may not be at the same time an executive officer of both the Trustee and the Company; (B) if and so long as the number of directors of the Trustee in office is more than nine, one additional individual may be a director and/or an executive officer of the Trustee and a director of the Company; and (C) the Trustee may be designated by the Company or by any underwriter for the Company to act in the capacity of transfer agent, registrar, custodian, paying agent, fiscal agent, escrow agent or depository or in any other similar capacity, or subject to the provisions of Paragraph (1) of this subsection (d), to act as trustee whether under an indenture or otherwise;

(5) 10% or more of the voting securities of the Trustee is beneficially owned either by the Company or by any director, partner or executive officer thereof, or 20% or more of such voting securities is beneficially owned, collectively, by any two or more of such persons; or 10% or more of the voting securities of the Trustee is beneficially owned either by an underwriter for the Company or by any director, partner or executive officer thereof, or is beneficially owned, collectively, by any two or more such persons;

(6) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default, (A) 5% or more of the voting securities, or 10% or more of any other class of security, of the Company, not including the Bonds issued under this Mortgage and securities issued under any other indenture under which the Trustee is also trustee, or (B) 10% or more of any class of security of an underwriter for the Company;

(7) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default, 5% or

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more of the voting securities of any person who, to the knowledge of the Trustee, owns 10% or more of the voting securities of, or controls directly or indirectly or is under direct or indirect common control with, the Company;

(8) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default, 10% or more of any class of security of any person who, to the knowledge of the Trustee, owns 50% or more of the voting securities of the Company; or

(9) the Trustee owns, on May 15 in any calendar year, in the capacity of executor, administrator, testamentary or inter vivos trustee, guardian, committee or conservator, or in any other similar capacity an aggregate of 25% or more of the voting securities, or of any class of security, of any person, the beneficial ownership of a specified percentage of which would have constituted a conflicting interest under Paragraphs (6), (7), or (8) of this subsection (d). As to any such securities of which the Trustee acquired ownership through becoming executor, administrator or testamentary trustee of an estate which included them, the provisions of the preceding sentence shall not apply, for a period of two years from the date of such acquisition, to the extent that such securities included in such estate do not exceed 25 per centum of such voting securities or 25% of any such class of security. Promptly after May 15, in each calendar year, the Trustee shall make a check of its holdings of such securities in any of the above-mentioned capacities as of such May 15. If the Company fails to make payment in full of principal, premium, if any, or interest upon the Bonds when and as the same becomes due and payable, and such failure continues for 30 days thereafter, the Trustee shall make a prompt check of its holdings of such securities in any of the above-mentioned capacities as of the date of the expiration of such 30-day period, and after such date, notwithstanding the foregoing provisions of this Paragraph, all such securities so held by the Trustee, with sole or joint control over such securities vested in it, shall, but only so long as such failure shall continue, be considered as though beneficially owned by the Trustee for the purposes of Paragraphs (6), (7) and (8) of this subsection (d).

The specifications of percentages in Paragraphs (5) to (9), inclusive, of this subsection shall not be construed as indicating that the ownership of such percentages of the securities of a person is or is not necessary or sufficient to constitute direct or indirect control for the purposes of Paragraph (3) or (7) of this subsection (d).

For the purposes of Paragraphs (6), (7), (8) and (9), of this subsection (d), (A) the terms "security" and "securities" shall include

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only such securities as are generally known as corporate securities, but shall not include any note or other evidence of indebtedness issued to evidence an obligation to repay moneys lent to a person by one or more banks, trust companies, or banking firms, or any certificate of interest or participation in any such note or evidence of indebtedness; (B) an obligation shall be deemed to be in default when a default in payment of principal shall have continued for 30 days or more and shall not have been cured; and (C) the Trustee shall not be deemed to be the owner or holder of (i) any security which it holds as collateral security (as trustee or otherwise) for an obligation which is not in default as above defined, or (ii) any security, which it holds as collateral security under this Mortgage, irrespective of any default hereunder, or (iii) any security which it holds as agent for collection, or as custodian, escrow agent, or depository, or in any similar representative capacity.

The percentages of voting securities and other securities specified in this Section shall be calculated in accordance with the following provisions:

(a) A specified percentage of the voting securities of the Trustee, the Company or any other person referred to in this Section (such of whom is referred to as a "person" in this Paragraph and in the following Paragraph) means such amount of the outstanding voting securities of such person as entitles the holder or holders thereof to cast such specified percentage of the aggregate votes which the holders of all the outstanding voting securities of such person are entitled to cast in the direction or management of the affairs of such person.

(b) A specified percentage of a class of securities of a person means such percentage of the aggregate amount of securities of the class outstanding.

(c) The term "amount", when used in regard to securities, means the principal amount if relating to evidences of indebtedness, the number of shares if relating to capital shares, and the number of units, if relating to any other kind of security.

(d) The term "outstanding" means issued and not held by or for the account of the issuer. The following securities shall not be deemed outstanding within the meaning of this definition:

- (1) securities of an issuer held in a sinking fund relating to securities of the issuer of the same class;
- (2) securities of an issuer held in a sinking fund relating to another class of securities of the issuer, if the obligation

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evidenced by such other class of securities is not in default as to principal or interest or otherwise;

(3) securities pledged by the issuer thereof as security for an obligation of the issuer not in default as to principal or interest or otherwise; and

(4) securities held in escrow if placed in escrow by the issuer thereof;

provided, however, that any voting securities of an issuer shall be deemed outstanding if any person other than the issuer is entitled to exercise the voting rights thereof.

(c) A security shall be deemed to be of the same class as another security if both securities confer upon the holder or holders thereof substantially the same rights and privileges, provided, however, that, in the case of secured evidences of indebtedness, all of which are issued under a single indenture, differences in the interest rates or maturity dates of various series thereof shall not be deemed sufficient to constitute such series different classes, and provided further, that, in the case of unsecured evidences of indebtedness, differences in the interest rates or maturity dates thereof shall not be deemed sufficient to constitute them securities of different classes, whether or not they are issued under a single indenture.

For the purposes of this Section, the term "voting security" means any security presently entitling the owner or holder thereof to vote in the direction or management of the affairs of a person, or any security issued under or pursuant to any trust, agreement or arrangement whereby a trustee or trustees or agent or agents for the owner or holder of such security are presently entitled to vote in the direction or management of the affairs of a person; the term "director" means any director of a corporation, or any individual performing similar functions with respect to any organization whether incorporated or unincorporated; the term "executive officer" means the president, every vice president, every trust officer, the cashier, the secretary, and the treasurer of a corporation, and any individual customarily performing similar functions with respect to any organization whether incorporated or unincorporated, but shall not include the chairman of the board of directors.

The term "underwriter" when used with reference to the Company means every person who, within three years prior to the time as of which the determination is made, has purchased from the Company with a view to, or has sold for the Company in connection with, the

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distribution of any security of the Company outstanding at such time, or has participated or has had a direct or indirect participation in any such undertaking, or has participated or has had a participation in the direct or indirect underwriting of any such undertaking, but such term shall not include a person whose interest was limited to a commission from an underwriter or dealer not in excess of the usual and customary distributors' or sellers' commission.

The provisions of this Section which have been made specifically applicable to the Trustee shall, where pertinent, apply also to the Individual Trustee and to any other co-trustee.

In the event that any person other than the Company shall at any time become an obligor upon any of the Bonds so long as such person shall continue to be such obligor the provisions of this Section in addition to being applicable to the Trustee, to any co-trustee and to the Company, shall be applicable to such obligor with the same effect as if the name of such obligor were substituted for the name of the Company in said provisions.

Section 15.03 *Action of Trustee if it becomes a Creditor of the Company.* (a) Subject to the provisions of subsection (b) of this Section, if the Trustee shall be or shall become a creditor, directly or indirectly, secured or unsecured, of the Company, within four months prior to a default (as defined in the last paragraph of this subsection (a)), or subsequent to such default, then, unless and until such default shall be cured, the Trustee shall set apart and hold in a special account for the benefit of the Trustee individually, the Bondholders, and the holders of other indenture securities (as defined in the last Paragraph of this subsection (a))

(1) an amount equal to any and all reductions in the amount due and owing upon any claim as such creditor in respect of principal or interest effected after the beginning of such four months' period and valid as against the Company and its other creditors, except any such reduction resulting from the receipt or disposition of any property described in Paragraph (2) of this subsection (a); or from the exercise of any right of set-off which the Trustee could have exercised if a petition in bankruptcy had been filed by or against the Company upon the date of such default; and

(2) all property received by the Trustee in respect of any claim as such creditor, either as security therefor, or in satisfaction or composition thereof, or otherwise, after the beginning

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of such four months' period, or an amount equal to the proceeds of any such property, if disposed of, subject, however, to the rights, if any, of the Company and its other creditors in such property or such proceeds.

Nothing herein contained, however, shall affect the right of the Trustee

(A) to retain for its own account (i) payments made on account of any such claim by any person (other than the Company) who is liable thereon, and (ii) the proceeds of the bona fide sale of any such claim by the Trustee to a third person, and (iii) distributions made in cash, securities, or other property in respect of claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law;

(B) to realize, for its own account, upon any property held by it as security for any such claim, if such property was so held prior to the beginning of such four months' period;

(C) to realize, for its own account, but only to the extent of the claim hereinafter mentioned, upon any property held by it as security for any such claim, if such claim was created after the beginning of such four months' period and such property was received as security therefor simultaneously with the creation thereof, and if the Trustee shall sustain the burden of proving that at the time such property was so received the Trustee had no reasonable cause to believe that a default as defined in the last Paragraph of this subsection (a) would occur within four months; or

(D) to receive payment on any claim referred to in paragraph (B) or (C) of this subsection (a) against the release of any property held as security for such claim as provided in Paragraph (B) or (C), as the case may be, of this subsection (a), to the extent of the fair value of such property.

For the purposes of Paragraphs (B), (C) and (D) of this subsection (a), property substituted after the beginning of such four months' period for property held as security at the time of such substitution shall, to the extent of the fair value of the property released, have the same status as the property released, and, to the extent that any claim referred to in any of such Paragraphs is created in renewal of or in substitution for or for the purpose of repaying or refunding any pre-existing claim of the Trustee as such creditor, such claim shall have the same status as such pre-existing claim.

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If the Trustee shall be required to account, the funds and property held in such special account and the proceeds thereof shall be apportioned between the Trustee, the Bondholders, and the holders of other indenture securities in such manner that the Trustee, the Bondholders, and the holders of other indenture securities realize, as a result of payments from such special account and payments of dividends on claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, the same percentage of their respective claims, figured before crediting to the claims of the Trustee anything on account of the receipt by it from the Company of the funds and property in such special account and before crediting to the respective claims of the Trustee, the Bondholders, and the holders of other indenture securities dividends on claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, but after crediting thereon receipts on account of the indebtedness represented by their respective claims from all sources other than from such dividends and from the funds and property so held in such special account. As used in this Paragraph, with respect to any claim, the term "dividends" shall include any distribution with respect to such claim, in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, whether such distribution is made in cash, securities, or other property, but shall not include any such distribution with respect to the secured portion, if any, of such claims. The court in which such bankruptcy, receivership, or proceeding for reorganization is pending shall have jurisdiction (i) to apportion between the Trustee, the Bondholders, and the holders of other indenture securities, in accordance with the provisions of this Paragraph, the funds and property held in such special account and the proceeds thereof, or (ii) in lieu of such apportionment, in whole or in part, to give to the provisions of this Paragraph due consideration in determining the fairness of the distributions to be made to the Trustee, the Bondholders, and the holders of other indenture securities, with respect to their respective claims, in which event it shall not be necessary to liquidate or to appraise the value of any securities or other property held in such special account or as security for any such claim, or to make a specific allocation of such distributions as between the secured and unsecured portions of such claims, or otherwise to apply the provisions of this Paragraph as a mathematical formula.

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Any Trustee who has resigned or been removed after the beginning of such four months' period shall be subject to the provisions of this subsection as though such resignation or removal had not occurred. If any Trustee has resigned or been removed prior to the beginning of such four months' period, it shall be subject to the provisions of this subsection if and only if the following conditions exist—

(i) the receipt of property or reduction of claim which would have given rise to the obligation to account, if such Trustee had continued as trustee, occurred after the beginning of such four months period; and

(ii) such receipt of property or reduction of claim occurred within four months after such resignation or removal.

As used in this subsection (a), the term "default" means any failure to make payment in full of the principal of, premium, if any, or interest upon the Bonds or upon the other indenture securities when and as such principal, premium, if any, or interest becomes due and payable; and the term "other indenture securities" means securities upon which the Company is an obligor (as defined in the Trust Indenture Act of 1939) outstanding under any other indenture (i) under which the Trustee is also trustee, (ii) which contains provisions substantially similar to the provisions of this subsection, and (iii) under which a default exists at the time of the apportionment of the funds and property held in said special account.

(b) There shall be excluded from the operation of subsection (a) of this Section a creditor relationship arising from—

(1) the ownership or acquisition of securities issued under any indenture, or any security or securities having a maturity of one year or more at the time of acquisition by the Trustee;

(2) advances authorized by a receivership or bankruptcy court of competent jurisdiction or by this Mortgage for the purpose of preserving the property subject to the lien of this Mortgage or of discharging tax liens or other prior liens or encumbrances on the trust estate, if notice of such advance and of the circumstances surrounding the making thereof is given to the Bondholders as provided in subsections (a), (b) and (c) of Section 15.06, with respect to advances by the Trustee as such;

(3) disbursements made in the ordinary course of business in the capacity of trustee under an indenture, transfer agent, registrar, custodian, paying agent, fiscal agent or depository, or other similar capacity;

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(4) an indebtedness created as a result of services rendered or premises rented; or an indebtedness created as a result of goods or securities sold in a cash transaction as hereinafter defined in this subsection (b);

(5) the ownership of stock or of other securities of a corporation organized under the provisions of Section 25 (a) of the Federal Reserve Act, as amended, which is directly or indirectly a creditor of an obligor upon the Bonds; or

(6) the acquisition, ownership, acceptance or negotiation of any drafts, bills of exchange, acceptances, or obligations which fall within the classification of self-liquidating paper as hereinafter defined in this subsection (b).

The word "security" or "securities" as used in this subsection (b) shall have the same meaning as the definition of the word "security" in the Federal Securities Act of 1933, as amended, as in effect at the date of the execution of this Mortgage.

As used in this subsection (b), the term "cash transaction" shall mean any transaction in which full payment for goods or securities sold is made within seven days after delivery of the goods or securities in currency or in checks or other orders drawn upon banks or bankers and payable upon demand; the term "self-liquidating paper" shall mean any draft, bill of exchange, acceptance or obligation which is made, drawn, negotiated or incurred by the Company for the purpose of financing the purchase, processing, manufacturing, shipment, storage or sale of goods, wares or merchandise and which is secured by documents evidencing title to, possession of, or a lien upon, the goods, wares or merchandise or the receivables or proceeds arising from the sale of the goods, wares or merchandise previously constituting the security, provided the security is received by the Trustee simultaneously with the creation of the creditor relationship with the obligor arising from the making, drawing, negotiating or incurring of the draft, bill of exchange, acceptance or obligation.

The term "Trustee" as used in this Section shall include any co-trustee appointed hereunder. In the event that any person other than the Company shall at any time become an obligor upon any of the Bonds or upon other indenture securities so long as any such person shall continue to be such obligor the provisions of this Section in addition to being applicable to the Trustee, to any co-trustee and the Company shall also be applicable to such obligor with the same effect as if the name of such obligor were substituted for that of the Company in said provisions.

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Section 15.04. *Resignation of Trustees.* The Trustees, or either of them, may resign and be discharged from the trusts created by this Mortgage by giving written notice thereof at least 30 days prior to the effective date thereof to the Company and if all of the outstanding Bonds are registered Bonds or coupon Bonds registered as to principal, to the registered owners thereof. If all of the Bonds outstanding hereunder are not either registered Bonds or coupon Bonds registered as to principal the resigning trustee shall give notice of its resignation by publishing a notice thereof specifying a date (not earlier than 30 days after the first publication of such notice) when such resignation shall take effect, such notice to be published once a week for 3 successive calendar weeks in at least one authorized newspaper in the City of Boston, Massachusetts, and in the Borough of Manhattan, The City of New York, in each instance upon any day of the week and in any such newspaper.

Such resignation shall take effect upon the day specified in the notice required by this Section unless previously a successor shall have been appointed in the manner provided in Section 15.05 in which event such resignation shall take effect immediately upon the appointment of such successor and the acceptance of such appointment. This section shall not be applicable to resignations under Section 15.02.

The Trustees, or either of them, may be removed at any time by an instrument or concurrent instruments in writing signed by the holders of at least a majority in amount of the Bonds then outstanding.

Section 15.05. *Financial qualifications of Trustee. Appointment of Trustees.* At all times the corporate Trustee hereunder shall be a bank or trust company organized and doing business under the laws of the United States or the Commonwealth of Massachusetts, which (A) is organized as a corporation and is authorized under such laws to exercise corporate trust powers and has its principal office in the City of Boston, Massachusetts, and (B) is subject to supervision or examination by Federal or State authority, and (C) has a combined capital and surplus aggregating at least \$5,000,000. If the Trustee publishes reports of condition at least annually, pursuant to law or to the requirements of said supervising or examining authority, then for the purposes of this Section the combined capital and surplus of the Trustee shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

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In case at any time the Trustee ceases to be an institution of the character specified in the preceding paragraph, then the Trustee shall resign immediately and, in the event that such resignation is not made immediately, then the Trustee may be removed forthwith by an instrument or concurrent instruments in writing filed with the Trustee and either (i) signed and sealed by the President or a Vice President of the Company with its corporate seal attested by a Secretary or an Assistant Secretary of the Company, or (ii) signed and acknowledged by the holders of a majority in principal amount of the Bonds then outstanding hereunder or by their attorneys-in-fact duly authorized.

In case at any time the Trustee shall resign or be removed (unless the Trustee shall be removed as provided in Clause (c) of Section 13.02) or otherwise become incapable of acting, a successor may be appointed by the holders of at least a majority in amount of the Bonds then outstanding by an instrument or concurrent instruments in writing signed by such Bondholders; but until a new trustee shall be appointed by the Bondholders as herein authorized, the Company, by an instrument in writing executed by order of its Board of Directors, shall appoint a trustee to fill such vacancy and, to complete such appointment, the Company shall publish notice of such appointment once in each of two successive calendar weeks in at least one authorized newspaper in the City of Boston, Massachusetts and in the Borough of Manhattan, The City of New York, in each instance upon any day of the week and in any such newspaper.

Any new trustee so appointed by the Company shall immediately and without further act be superseded by a trustee appointed in the manner above provided by the holders of at least a majority in amount of the Bonds then outstanding if such appointment by such Bondholders be made prior to the expiration of 12 months after the completion of the publication of such notice.

Every trustee appointed under the provisions of this Section shall conform to the applicable requirements of this Section.

Any new trustee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall deliver one counterpart thereof to the Company and one counterpart thereof to the retiring trustee. Upon the execution and delivery of such instrument or instruments of acceptance, such new trustee shall, without any further act, deed or conveyance, become vested with all the estates, properties, rights, powers and trusts of its predecessor or predecessors in the

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trust hereunder with like effect as if originally named herein; but the trustee retiring shall, nevertheless, if and when requested in writing by either the new trustee or the Company, and upon payment of its lawful charges and disbursements then unpaid, if any, execute and deliver an instrument or instruments conveying and transferring to such new trustee, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the trustee so retiring, and shall duly assign, transfer and deliver to the new trustee so appointed in its place all property and money held by it. Should any deed, conveyance or instrument in writing from the Company be required by any new trustee for more fully and certainly vesting in and confirming to it the said estates, properties, rights, powers and trusts, then any and all of such deeds, conveyances and instruments in writing shall, on request of said new trustee, be made, executed, acknowledged and delivered by the Company.

Any corporation into which the Trustee hereunder may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which either of them shall be a party, or any corporation which shall otherwise become the lawful successor to the assets and business of such Trustee as an entirety or substantially as an entirety, shall be the successor hereunder without the execution or filing of any instrument or any further act on the part of any of the parties hereto, anything herein contained to the contrary notwithstanding, provided such corporation shall conform to the requirements of the first Paragraph of this Section.

SECTION 15.06. Report of Trustee to Bondholders as to eligibility of Trustees. (a) The Trustee shall transmit within 60 days after May 15 in each year, beginning with the year 1952, to the Bondholders as hereinafter in this Section provided, a brief report, as of such May 15, with respect to

(1) the eligibility and qualifications of the Trustees under Sections 15.02, 15.03 and 15.05, or in lieu thereof, if to the best of their knowledge the Trustees have continued to be eligible and qualified under such Sections, a written statement to such effect;

(2) the character and amount of any advances (and if the Trustees elect so to state, the circumstances surrounding the making thereof) made by the Trustees, as such, which remain unpaid on the date of such report, and for the reimbursement of which they or either of them claim or may claim a lien or charge, prior to that of the Bonds on the trust estate or on

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property or funds held or collected by them as Trustees, if such advances so remaining unpaid aggregate more than one-half of 1 per centum of the aggregate principal amount of the Bonds outstanding on the date of such report;

(3) the amount, interest rate, and maturity date of all other indebtedness owing by the Company to the Trustees in their individual capacities on the date of such report, with a brief description of any property held as collateral security therefor, except an indebtedness based upon a creditor relationship arising in any manner described in Paragraphs (2), (3), (4) or (5) of subsection (b) of Section 15.03;

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

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

(6) any additional issue of Bonds since the first issue of the Bonds of the 1971 Series which it has not previously reported; and

(7) any action taken by the Trustees in the performance of their duties under this Mortgage which the Trustees have not previously reported and which in their opinion materially affects the Bonds, or the trust estate, except action in respect of a default, notice of which has been or is to be withheld by them in accordance with the provisions of subsection (c) of Section 15.01.

(b) The Trustee shall transmit to the Bondholders as hereinafter provided a brief report with respect to

(1) the release, or release and substitution, of property subject to the lien of this Mortgage (and the consideration therefor, if any) unless the fair value of such property, as shown by the release papers, is less than 10% of the aggregate principal amount of Bonds outstanding under this Mortgage at the time of such

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release, or such release and substitution, such report to be so transmitted within 90 days after such time; and

(2) the character and amount of any advances (and if the Trustees elect so to state, the circumstances surrounding the making thereof) made by the Trustees, as such, since the date of the last report transmitted pursuant to the provisions of subsection (a) of this Section 15.06 (or if no such report has yet been so transmitted, then since the date of execution of this Mortgage), for the reimbursement of which they claim or may claim a lien or charge prior to that of the Bonds, on the trust estate or on property or funds held or collected by them as Trustees, and which they have not previously reported pursuant to this Paragraph, if such advances remaining unpaid at any time aggregate more than 10% of the principal amount of Bonds outstanding at such time, such report to be transmitted within 90 days after such time.

(c) Reports pursuant to this Section 15.06 shall be transmitted by mail—

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

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

(3) except in the case of reports pursuant to subdivision (b) of this Section to each Bondholder whose name and address are preserved at the time by the Trustee as provided in subsection (a) of Section 15.08.

(d) A copy of each such report shall, at the time of such transmission to Bondholders, be filed by the Trustee with each stock exchange upon which the Bonds of any series are listed and also with the Securities and Exchange Commission. The Company will notify the Trustee of the name and address of each stock exchange upon which the Bonds of any series are listed.

(e) For the purpose of this Section, all Bonds which have been authenticated and delivered shall be deemed to be outstanding, except Bonds which have been returned to the Trustee and cancelled.

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(f) The Individual Trustee and any other co-trustee appointed hereunder shall provide the Trustee with all information necessary to enable it to comply with the provisions of this Section 15.06.

SECTION 15.07. Concerning the Individual Trustee. The Individual Trustee and every additional individual trustee (hereinafter called the "additional trustee") appointed hereunder shall, to the extent permitted by law, but to such extent only be deemed to be appointed subject to the following terms and conditions:

(1) The bonds secured hereby shall be authenticated and delivered solely by the Trustee, or its successor in the trust hereunder;

(2) All cash collected by or payable to the Trustees or either or any of them pursuant to this Mortgage shall be paid to and deposited with the Trustee, and all stocks, bonds and other securities received by the Trustee or either or any of them pursuant to this Mortgage shall be delivered to and held by the Trustee, except as otherwise required by law, and the rights, powers and duties with respect to the administration, management and disposition thereof, including the rights, powers and duties vested in the Trustee under this Mortgage, shall not vest in the Individual Trustee or in any additional trustee, but shall remain vested solely in the Trustee hereunder;

(3) No powers shall be exercised hereunder by the Individual Trustee or by any additional trustee, except jointly with the Trustee; provided, however, that if by any present or future law in any jurisdiction in which it may be necessary to perform any particular act or acts in the execution of the trusts herein created, the Trustee shall be incompetent or unqualified to perform such act or acts, then, to such extent as may be legally necessary, all of the acts required to be performed in such jurisdiction in the execution of the trusts hereby created shall be performed by the Individual Trustee or by any such additional trustee, acting alone;

(4) Any notice, request or other writing by or in behalf of the Bondholders delivered solely to the Trustee, or its successor in the trust hereunder, shall be deemed delivered to all the then trustees hereunder as effectually as if delivered to each of them; and

(5) Any action authorized to be taken by the Trustees under any provisions of this Mortgage shall be sufficient for the purposes of this Mortgage if taken by the Trustee alone; and any action authorized to be taken by the Trustees or by the Individual Trustee or any additional trustee under any provision of this

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Mortgage shall also, subject to the proviso contained in subsection (3) of this Section, be sufficient for the purposes of this Mortgage if taken by the Trustee alone, and the Individual Trustee, and every additional trustee, hereby irrevocably constitute and appoint the Trustee, or its successor in the trust hereunder, his or its true and lawful agent or attorney in fact, with full power and authority, to the extent which may be permitted by law, either in the name and on behalf of such Individual Trustee or additional trustee or of the Trustees jointly, to take any and all action and exercise any and all rights or powers conferred upon such Individual Trustee or additional trustee alone, or upon the Trustees jointly, by any of the provisions of this Mortgage, but subject to the duties hereby imposed upon such Individual Trustee or additional trustee, with full power of substitution and revocation, hereby ratifying and confirming all and singular the acts and things lawfully done by the Trustee or any substitute by virtue of this power of attorney.

The Individual Trustee, or any additional trustee, may at any time resign by giving written notice thereof to the Trustee and to the Company, specifying the date on which such resignation shall take effect.

The Company and the Trustee, at any time by an instrument in writing executed by them jointly, may accept the resignation of or remove the Individual Trustee or any additional trustee, and upon his death, resignation or removal may appoint his successor and, upon the request of the Trustee, the Company shall, for such purpose, join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to make effective such resignation, removal or appointment. In the event that the Company shall not have joined in such action within 15 days after the receipt by it of a request to do so, the Trustee alone shall have power to accept such resignation or to remove any such Individual Trustee or additional trustee and to appoint his successor. The holders of a majority in aggregate principal amount of the Bonds at the time outstanding may at any time remove the Individual Trustee or any additional trustee.

Subject to the provisions of Section 15.05 and of the next preceding paragraph of this Section 15.07, in case the Individual Trustee or any additional trustee, or a successor to any of them, shall die, resign, or be removed, or shall otherwise become incapable of acting or cease to be a Trustee hereunder, all the estates, properties, rights, powers, trusts, duties and obligations of the Trustee so retiring hereunder, so far as

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permitted by law, shall vest in and be exercised by the Trustee, or its successor in the trust hereunder, without the appointment of any new Trustee as successor to the Individual Trustee or to such additional trustee.

Section 15.08. *Trustee to preserve records concerning Bondholders. Information to be given to Bondholders in certain events.* (a) The Trustee shall preserve, in as current a form as is reasonably practicable, all information as to the names and addresses of the holders of Bonds outstanding under this Mortgage

(1) contained in the most recent list furnished to it as provided in Section 10.23;

(2) received by it in the capacity of paying agent hereunder, if and when acting in such capacity; and

(3) filed with it within two preceding years pursuant to the provisions of Paragraph (2) of subsection (c) of Section 15.06.

The Trustee may

(1) destroy any list furnished to it as provided in Section 10.23, upon receipt of a new list so furnished;

(2) destroy any information received by it as paying agent for any series of Bonds upon delivering to itself as Trustee, not earlier than 45 days after an interest payment date of the Bonds of such series, a list containing the names and addresses of the holders of Bonds of such series obtained from such information since the delivery of the next previous list, if any, with respect to such series;

(3) destroy any list delivered to itself as Trustee which was compiled from information received by it as such paying agent upon the receipt of a new list so delivered with respect to the same series; and

(4) destroy any information received by it pursuant to the provisions of Paragraph (2) of subsection (c) of Section 15.06, but not until two years after such information has been filed with it.

(b) In case three or more holders of Bonds outstanding under this Mortgage (hereinafter referred to as "applicants") apply in writing to the Trustee, and furnish to the Trustee reasonable proof that each such applicant has owned one or more Bonds outstanding under this Mortgage for a period of at least 6 months preceding the date of such application, and such application states that the appli-

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ants desire to communicate with other holders of Bonds with respect to their rights under this Mortgage or under the Bonds, and is accompanied by a copy of the form of proxy or other communication which such applicants propose to transmit, then the Trustee shall, within 5 business days after the receipt of such application, at its election either

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

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

If the Trustee shall elect not to afford to such applicants access to such information, the Trustee shall, upon the written request of such applicants, mail to each Bondholder whose name and address appear in the information preserved at the time by the Trustee in accordance with the provisions of subsection (a) of this Section, a copy of the form of proxy or other communication which is specified in each request, with reasonable promptness after a tender to the Trustee of the material to be mailed and of payment, or provision for the payment, of the reasonable expenses of mailing, unless within 5 days after such tender the Trustee shall mail to such applicants and file with the Securities and Exchange Commission together with a copy of the material to be mailed, a written statement to the effect that, in the opinion of the Trustee, such mailing would be contrary to the best interests of the Bondholders, or would be in violation of applicable law. Such written statement shall specify the basis of such opinion. If said Commission, after opportunity for hearing upon the objections specified in the written statement so filed, shall enter an order refusing to sustain any of such objections, or if, after the entry of an order sustaining one or more of such objections, said Commission shall find, after notice and opportunity for a hearing, that all the objections so sustained have been met, and shall enter an order so declaring, the Trustee shall mail copies of such material to all such Bondholders with reasonable promptness after the entry of such order and the renewal of such tender; otherwise the Trustee shall be relieved of any obligation or duty to such applicants respecting their application.

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(c) No Trustee shall be held accountable by reason of the mailing of any material pursuant to any request made under subsection (b) of this Section or the disclosure of any information as to the names and addresses of the holders of Bonds in accordance with the provisions of subsection (b) of this Section regardless of the source from which such information was derived.

Section 15.09. *Appointment of additional trustees when required by law.* At any time or times, in order to conform to any legal requirements, restrictions or conditions in any State or jurisdiction in which any part of the mortgaged property then subject or to become subject to the lien of this Mortgage may be located, the Trustee and the Company shall have power to appoint, and shall unite in the execution and delivery of all instruments and the performance of all acts necessary or proper to appoint, another trust company, or bank, or one or more persons, designated by the Board of Directors of the Company and approved by the Trustee, to act as co-trustee or co-trustees of all or any part of the trust estate jointly with the Trustee, and in any case with all such of the powers, rights and duties hereby conferred or imposed on the Trustee, and for such term, if any limitation is placed thereon, as may be specified in the instrument of appointment, the same to be exercised jointly with the Trustee, as shall be provided in the instruments and agreements appointing such co-trustee or co-trustees, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Trustees shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by such co-trustee or co-trustees; and, if an event of default shall have happened and shall not have been remedied, the Trustees shall have power, without notice to or any action on the part of the Company and without the necessity of the execution of any such instrument of appointment by the Company, to appoint such co-trustee or co-trustees as aforesaid, and to execute all instruments and perform all acts necessary or convenient and proper for such purpose.

The Trustee may receive the opinion of any counsel selected and approved by it as to the necessity or propriety of appointing any such co-trustee and as to the form and effect of any such instrument to be executed or any act to be taken to effect such appointment and as to any other matter arising under this Section, and, subject to the provisions of subsections (j) and (k) of Section 15.01, such opinion shall be full

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protection to the Trustee for any action taken or omitted to be taken by it in good faith pursuant thereto.

The Company and the Trustee, at any time, by an instrument in writing, executed by them jointly, may remove any such co-trustee, and in that case, by an instrument in writing executed by them jointly, may appoint a successor or successors to such co-trustee, as the case may be, anything herein contained to the contrary notwithstanding. If an event of default shall have happened and shall not have been remedied, the Trustee shall have the power to remove any such co-trustee and to appoint a successor co-trustee without the concurrence of the Company. In the event that the Trustee alone shall have appointed a co-trustee as above provided, it may at any time, by an instrument in writing, remove any such co-trustee.

SECTION 15.10. *Addresses for notices.* Any notice to or demand upon the Trustee or the Individual Trustee may be served or presented, and such demand may be made, at the corporate trust office of the Trustee as the case may be.

Any notice to or demand upon the Company shall be deemed to have been sufficiently given or served by the Trustee on the Company, for all purposes, by being deposited, postage prepaid, in a post office or postal letter box addressed as follows:

ALBANY GAS TRANSMISSION COMPANY,
Room 963, 10 Post Office Square,
Boston, Massachusetts

or addressed to the Company at such other address as may be filed in writing by the Company with the Trustee.

SECTION 15.11. *Applicability of Article Fifteen to Individual Trustee and co-trustees.* The provisions of this Article Fifteen which have been made specifically applicable to the Trustee shall, where pertinent, apply also to the Individual Trustee and to any co-trustee appointed as provided in this Mortgage.

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ARTICLE SIXTEEN

DEFEASANCE

Section 16.01. *Defeasance clause.* If the Company shall pay and discharge the entire indebtedness on all Bonds outstanding hereunder in any one or more of the following ways, to wit:

A. By paying or causing the principal of (including redemption premium, if any) and interest on all Bonds outstanding hereunder to be paid as and when the same shall become due and payable;

B. By depositing with the Trustee, in trust, at or before maturity, cash sufficient to pay or redeem all Bonds outstanding hereunder, with irrevocable directions so to apply the same (subject to the provisions of Section 16.02), provided, however, that in case of redemption the notice requisite to the validity of such redemption shall have been given or irrevocable authority shall have been given by the Company to the Trustee to give such notice, under arrangements satisfactory to the Trustee, and the Bondholders are given the right to receive immediately after such deposit the amounts that will be due as principal, premium if any and interest, with respect to their Bonds; or

C. By delivering to the Trustee, for cancellation by it, all Bonds outstanding hereunder, together with all unpaid coupons thereto belonging;

and if the Company shall also pay or cause to be paid all other sums payable hereunder by the Company (except in respect of the refund or reimbursement of taxes, assessments or other governmental charges, for which the holders of Bonds shall look only to the Company), then and in that case, at the option of the Company evidenced by a resolution of the board delivered to the Trustee, this Mortgage and the lien, rights and interests hereby granted shall cease, determine and become null and void, and thereupon the Trustees shall, upon demand of the Company, forthwith cause satisfaction and discharge of this Mortgage to be entered upon the record at the cost and charge of the Company, and shall execute and deliver such instruments of satisfaction as may be necessary, and forthwith the estate, right, title and interest of the Trustees in and to any securities, cash (except cash deposited under this Section) contracts and other personal property held by it under this Mortgage shall thereupon cease, determine, and become null and void, and the Trustees shall in such case transfer, deliver and pay the same to or upon the written order of the Company and the Company

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shall furnish to the Trustee a certificate of the Company and an opinion of counsel as to compliance with conditions precedent.

The Company may at any time surrender to the Trustee, for cancellation by it, any Bonds previously authenticated and delivered hereunder, together with all unpaid coupons thereto belonging, which the Company may have acquired in any manner whatsoever, and such Bonds and coupons, upon such surrender and cancellation, shall be deemed to be paid and retired. The Trustee shall be under no duty whatsoever to inquire into the ownership of any Bonds or coupons delivered to it by the Company as aforesaid.

Section 16.02. *Funds to be returned to Company at end of six years.* At the expiration of six years following the due date of coupons or the maturity date of Bonds (original or accelerated by redemption or otherwise) the trust established by the terms of this Mortgage for moneys deposited for the payment of interest on or of principal (and premium, if any) of the Bonds, as the case may be, shall automatically cease and terminate and any moneys deposited for such purposes then remaining on deposit with the Trustee unclaimed by the holders entitled thereto may be repaid by the Trustee to the Company and shall be repaid to the Company by the Trustee on written demand made after such date; and the holder of any of the Bonds or coupons entitled to receive such moneys shall thereafter look only to the Company for the payment thereof; provided, however, that the Trustee, before being required to make any such repayment, may at the expense of the Company cause to be published once a week for two successive weeks (in each case on any day of the week) in at least one authorized newspaper in Boston, Massachusetts, and in the Borough of Manhattan, The City of New York, a notice to the effect that said moneys have not been applied to the purpose for which they were deposited, that said trust has terminated, and that after a date named therein, which shall be not less than twenty days after the date of first publication of said notice, any unclaimed balance of said moneys then remaining in the hands of the Trustee will be returned to the Company.

Section 16.03. *Return of funds on discharge of Mortgage.* Upon the satisfaction and discharge of this Mortgage all moneys then held by any paying agent under the provisions of this Mortgage shall, upon demand of the Company, be repaid to the Trustee and thereupon such paying agent shall be released from all further liability with respect to such moneys. The Trustee shall pay such moneys to the Company, subject to Section 16.02.

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ARTICLE SEVENTEEN.

SUPPLEMENTAL INDENTURES.

SECTION 17.01. *Purposes for which Supplement Indentures may be Executed.* The Company when authorized by a resolution of the board, and the Trustees, from time to time and at any time, subject to the restrictions in this Mortgage contained, may, and when so required by this Mortgage, shall enter into such indentures supplemental hereto as may or shall by them be deemed necessary or desirable, for one or more of the following purposes:

A. to correct the description of any property hereby conveyed or pledged or intended so to be, or to assign, convey, mortgage, pledge, transfer and set over unto the Trustees, additional property of the Company;

B. to limit or restrict, in addition to the limitations and restrictions herein contained, the authentication and delivery of additional Bonds hereunder by imposing additional conditions and restrictions to be thereafter observed, whether applicable in respect of all Bonds authenticated and delivered or to be authenticated and delivered hereunder or in respect of one or more series thereof, or otherwise;

C. to add to the covenants and agreements of the Company in this Mortgage contained other covenants and agreements thereafter to be observed by the Company, or to surrender any right or power herein reserved to or conferred upon the Company;

D. to provide for the creation of any one or more series of Bonds (other than Bonds of the 1971 Series), designating the series to be created and specifying the form and provisions of the Bonds of such series as hereinbefore provided or permitted;

E. to provide a sinking, amortization, improvement or other analogous fund for the benefit of all of the Bonds or all of the Bonds of any series, of such character and of such amount and upon such terms and conditions as shall be contained in such supplemental indenture and as are not inconsistent with the provisions of Section 2.04 hereof;

F. to provide the terms and conditions of the exchange of Bonds of one series for Bonds of another or other series, or as to the exchange of Bonds of one denomination or kind for Bonds of another denomination or kind, of the same series; provided, however, that such terms and conditions as to the exchange of Bonds

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of one denomination or kind for Bonds of another denomination or kind of the same series shall not impose limitations upon any rights of the holders of Bonds of such series with respect to such exchange as set forth herein or in any indenture supplemental hereto theretofore executed;

G. to provide that the principal of the Bonds of any series may be converted at the option of the holders into capital stock, bonds or other securities, and the terms and conditions of such conversion;

H. to change, alter, modify, vary or eliminate any of the terms, provisions, restrictions or conditions of this Mortgage; provided, however, that any such changes, alterations, modifications, variations or eliminations made in a supplemental indenture pursuant to this Paragraph shall be expressly stated in such supplemental indenture to become effective only when there are no Bonds outstanding of any series authenticated and delivered prior to the execution of such supplemental indenture; and provided further, that such supplemental indenture shall be specifically referred to in the text of all Bonds of any series authenticated and delivered after the execution of such supplemental indenture; and provided, also, that the Trustees may, in their uncontrolled discretion, decline to enter into any such supplemental indenture which, in their opinion, may not afford adequate protection to the Trustees when the same shall become operative;

I. to modify, amend or supplement this Mortgage or any indenture supplemental hereto in such a manner as to permit the qualification thereof under the Trust Indenture Act of 1939 or any similar Federal statute hereafter in effect; or

J. for any other purpose not inconsistent with the terms of this Mortgage and which shall not impair the security of the same, or for the purpose of curing any ambiguity or of curing, correcting, clarifying, or supplementing any defective or inconsistent provisions contained herein or in any supplemental indenture.

All such supplemental indentures shall comply with the provisions of the Trust Indenture Act of 1939, as of the date of the execution and delivery thereof.

Section 17.02. *Trustees Authorized to Join in Supplemental Indentures.* The Trustees are authorized to join with the Company in the execution of any such supplemental indenture, to make the further agreements and stipulations which may be therein contained,

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and to accept the conveyance, transfer and assignment of any property thereunder. Any supplemental indenture executed in accordance with any of the provisions of this Article shall thereafter form a part of this Mortgage; and all the terms and conditions contained in any such supplemental indenture as to any provision authorized to be contained therein shall be and be deemed to be part of the terms and conditions of this Mortgage for any and all purposes, and, if deemed necessary or desirable by the Trustee, any of such terms or conditions may be set forth in reasonable and customary manner in the Bonds of the series to which such supplemental indenture shall apply. In case of the execution and delivery of any supplemental indenture, express reference may be made thereto in the text of the Bonds of any series authenticated and delivered thereafter, if deemed necessary or desirable by the Trustee.

Section 17.03. *Discretion of Trustees with Respect to Supplemental Indentures.* In each and every case provided for in this Article, the Trustees shall be entitled to exercise their discretion in determining whether or not any proposed supplemental indenture, or any term or provision therein contained, is necessary or desirable, having in view the purposes of such instrument, the needs of the Company, and the rights and interests of the Bondholders, and subject to the provisions of subsections (j) and (k) of Section 15.01, the Trustees shall be under no responsibility or liability to the Company or to any Bondholder or to anyone whomsoever, for any act or thing which they may do or decline to do in good faith, subject to the provisions of this Article, in the exercise of such discretion.

The Trustees shall be entitled to receive and, subject to the provisions of subsections (j) and (k) of Section 15.01, shall be fully protected in relying upon, an opinion of counsel, as conclusive evidence that any supplemental indenture complies with the provisions of this Mortgage, and that it is proper for the Trustees, under the provisions of this Article, to join in the execution of such supplemental indenture.

ARTICLE EIGHTEEN

Mortgages of Bondholders.

Section 18.01. *Modifications and Alterations of the Mortgage.* Modifications and alterations of this Mortgage or of any indenture

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supplemental hereto or of the rights and obligations of the Company or of the holders of outstanding Bonds and coupons issued hereunder may be made as provided in Sections 18.02. to 18.11, both inclusive.

SECTION 18.02. *Method of Calling Meetings of the Bondholders.*
The Trustee may at any time call a meeting of the Bondholders affected by the business to be submitted to the meeting and it shall call such a meeting on the written request of the Company given pursuant to a resolution of the board, or of the holders of at least a majority in principal amount of the Bonds affected by the business to be submitted to the meeting outstanding at the time of such request. In the event the Trustee shall fail for 10 days to call a meeting, after being thereunto requested by the Company or by the holders of at least 15% in principal amount of the then outstanding Bonds affected by the business to be submitted to the meeting, then the holders of at least 15% in principal amount of the then outstanding Bonds affected by the business to be submitted to the meeting, or the Company, pursuant to a resolution of the board, may call such meeting. Every such meeting called by the Trustee shall be held in the City of Boston, Massachusetts, or, with the approval of the Company evidenced by a resolution of the board, in the Borough of Manhattan, The City of New York, and written notice thereof, stating the place and time thereof and in general terms the business to be submitted, shall be mailed by the Trustee not less than 30 days before such meeting (a) to each registered holder of outstanding Bonds affected by the business to be submitted to the meeting addressed to him at his address appearing on the Bond register of the Company, (b) to each holder of any such Bond payable to bearer who shall have filed with the Trustee an address for notices to be addressed to him, or whose name and address appears on the latest information furnished to the Trustee, and (c) to the Company, and unless all the Bonds of the series to be affected are registered as to principal or fully registered such notice shall also be published by the Trustee in each of the four successive calendar weeks immediately preceding the week in which the meeting is to be held, in at least one authorized newspaper in the City of Boston, Massachusetts and in the Borough of Manhattan, The City of New York, (in each instance upon any day of the week and in any such newspaper, but the publication in the first calendar week to be made not less than 28 days prior to the date of such meeting); provided, however, that, if publication is required, or if the Company elects to have notice published as aforesaid, the mailing of such notice to any Bondholder affected by the business to be submitted to the meeting, shall in no case be a condi-

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tion precedent to the holding of such meeting, and neither failure so to mail such notice to any such registered owner or owners nor any defect in such notice shall affect the validity of the proceedings taken at such meeting.

If such meeting is called by the Company or Bondholders affected by the business to be submitted to the meeting, it shall be held either at Boston, Massachusetts or in the Borough of Manhattan, The City of New York as may be specified in the notice calling such meeting and notice thereof shall be sufficient for all purposes hereof if given as aforesaid, stating the place and time of the meeting and in general terms the business to be transacted.

Any meeting of Bondholders, including any adjourned meeting, shall be valid without notice if the holders of all outstanding Bonds affected by the business to be submitted to the meeting are present in person or by proxy and if the Company and the Trustee are present by duly authorized representatives, or if notice is waived in writing before or after the meeting by the Company, by the holders of all outstanding Bonds affected by the business to be submitted to the meeting, or by such as are not present in person or by proxy, and by the Trustee.

SECTION 18.03 Attendance and voting at meetings. Officers and nominees of the Company may attend such meeting, but shall not be entitled to vote thereat. Officers and nominees of the Trustee may attend such meeting, and may vote thereat Bonds held by them in their individual or any other capacity but not Bonds held by them as Trustee hereunder. Attendance by Bondholders may be in person or by proxy. In order that the holders of Bonds payable to bearer and their proxies may attend and vote without producing their Bonds, the Trustee, with respect to any such meeting called by the Trustee, may make and from time to time vary such regulations as it shall think fit for deposit of Bonds with any banks, bankers or trust companies, and for the issue to the persons depositing the same of certificates by such depositaries entitling the holders thereof to be present and vote at any such meeting and to appoint proxies to represent them and vote for them at any such meeting in the same way as if the persons so present and voting, either personally or by proxy, were the actual bearers of the Bonds in respect of which such certificates shall have been issued, and any regulations so made shall be binding and effective.

If any such meeting shall have been called by Bondholders affected by the business to be submitted to the meeting or by the Company as aforesaid upon failure of the Trustee to call the same after having

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been so requested to do under the provisions of Section 18.03, regulations to like effect for such deposit of Bonds with, and issue of certificates by, any bank or trust company organized under the laws of the United States of America or of any State thereof, having a capital of not less than \$500,000, shall be similarly binding and effective for all purposes hereof if adopted or approved by the Bondholders calling such meeting, or by the Board of Directors of the Company if such meeting shall have been called by the Company, provided that in either such case copies of such regulations shall be filed with the Trustee. Modifications of any such regulations, whether made by the Trustee, the Company or the Bondholders, shall not be made during the period from the date of first publication of notice of any such meeting to the final adjournment thereof.

Section 18.04. *Voting at Meeting — Proxies.* Subject to the restrictions specified in Sections 18.03 and 18.07, any registered holder of outstanding Bonds affected by the business to be submitted to the meeting, and any holder of a certificate provided for in Section 18.03 for Bonds affected by the business to be submitted, shall be entitled in person or by proxy to attend and vote at such meeting as holder of the Bonds registered or certified in the name of such holder without producing such Bonds. All others seeking to attend or vote at such meeting in person or by proxy must, if required by any authorized representative of the Trustee or the Company or by any other Bondholder entitled to vote at such meeting, produce the Bonds claimed to be owned or represented at such meeting, and everyone seeking to attend or vote shall, if required as aforesaid, produce such further proof of Bond ownership or personal identity as shall be satisfactory to the authorized representative of the Trustee, or if none be present, then to the inspectors of votes hereinafter provided for. Proxies shall be acknowledged before an officer authorized to take acknowledgments of instruments to be recorded in the jurisdiction where such acknowledgment is taken, and all proxies and certificates presented at any meeting shall be delivered to said inspectors of votes and filed with the Trustee.

Section 18.05. *Chairman and Secretary of Meeting — Inspector of Votes.* Persons named by the Trustee, if represented at the meeting, shall act as temporary Chairman and Secretary, respectively, of the meeting, but if the Trustee shall not be represented or shall fail to nominate such persons or if any person so nominated shall not be present, the Bondholders and proxies present and entitled to vote shall,

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by a majority vote, irrespective of the amount of their holdings, elect other persons from those present to fill such vacancy or vacancies. A permanent Chairman and a permanent Secretary of such meeting shall be elected from those present by the Bondholders and proxies present and entitled to vote, by a majority vote irrespective of the amount of their holdings. The Trustee, if represented at the meeting, shall appoint two inspectors of votes who shall count all votes cast at such meeting, except votes on the election of a Chairman and Secretary, both temporary and permanent, as aforesaid, and who shall make and file with the permanent Secretary of the meeting their verified written report in duplicate of all such votes so cast at said meeting. If the Trustee shall not be represented at the meeting or shall fail to nominate such Inspectors of Votes or if either Inspector of Votes fails to attend the meeting, the vacancy shall be filled by appointment by the permanent Chairman of the Meeting.

Section 18.06. *Quorum — Adjournment of Meetings.* Subject to the provisions of this Section and of Section 18.10, the holders of not less than 66 2/3% in principal amount of the Bonds outstanding hereunder when such meeting is held must be present at such meeting in person or by proxy in order to constitute a quorum for the transaction of business, less than a quorum, however, having power to adjourn; provided, however, that in case more than one series of Bonds shall be outstanding under this Mortgage, and any business to be submitted to such meeting shall affect the rights of holders of the Bonds of one or more series and shall not affect the rights of holders of the Bonds of one or more of the other series, then only holders of Bonds of the series to be affected shall have the right to notice of or to attend or vote at any such meeting or to be counted for the purpose of a quorum and the 66 2/3% mentioned above shall apply to Bonds of the affected Series only, and provided further, however, that nothing contained in this proviso shall be deemed to affect any of the voting rights of the holders of the Bonds under Article Twelve hereof to give any direction to the Trustees or to waive any default on the part of the Company. The determination of the Trustee as to which series of Bonds are to be affected shall be conclusive, subject to the provisions of subsections (j) and (k) of Section 15.01.

If such meeting is adjourned by less than a quorum for more than 30 days, notice thereof shall forthwith be mailed by the Trustee if such meeting shall have been called by the Trustee (a) to the Company, (b) to each registered holder of outstanding Bonds entitled to notice addressed to him at his address appearing on the Bond register of the Company, and (c) to each holder of any such Bond payable to bearer

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who shall have filed with the Trustee an address for notices, addressed to him at such address, or whose name and address appears on the latest information furnished to the Trustee, and unless all the Bonds of the series to be affected are registered as to principal or fully registered, such notice shall also be published at least once in each 30-day period of such adjournment in at least one authorized newspaper in the City of Boston, Massachusetts, and in the Borough of Manhattan, The City of New York (in each instance upon any day of the week and in any such newspaper); provided, however, that if publication is required or if the Company elects to have notice published as aforesaid, the mailing of such notice to any Bondholder affected by the business to be considered at such adjourned meeting, shall in no case be a condition precedent to the holding of such meeting, and neither failure so to mail such notice to any such registered owner or owners nor any defect in such notice shall affect the validity of the proceedings taken at such meeting.

If such meeting shall have been called by Bondholders or by the Company after the failure of the Trustee to call the same after being requested so to do in accordance with the provisions of Section 18.02, notice of such adjournment shall be given by the permanent Chairman and permanent Secretary of the meeting in the newspaper or newspapers and for the number of times above specified in this Section and shall be sufficient if so given.

SECTION 18.07. *Modifications of Mortgage Permitted.* Subject to the provisions of Sections 18.06 and 18.10, any modification or alteration of this Mortgage or of any indenture supplemental hereto or of the rights and obligations of the Company or of the holders of Bonds and coupons issued hereunder in any particular may be made at a meeting of Bondholders duly convened and held in accordance with the provisions of this Article, but only by resolution duly adopted by the affirmative vote of the holders of 66% or more in principal amount of the Bonds entitled to vote at such meeting outstanding at the time such meeting is held, and approved by a resolution of the board as hereinafter specified; provided, however, that no such modification or alteration shall, without the consent of the holder of any Bond issued hereunder affected thereby, permit

A. the reduction of the principal or the extension of the maturity of the principal of such Bond, or

B. the reduction in the rate of interest or premium, if any, on such Bond or any other modification in the terms of payment of such principal or interest, or premium, if any, or

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C. the creation of any lien ranking prior to, or on a parity with, the lien of this Mortgage with respect to the trust estate or any part thereof, or

D. the depriving of any non-assenting Bondholder of a lien upon the trust estate for the security of his Bonds (subject only to the lien of taxes, assessments of governmental charges not then due and delinquent and to any mortgage or other liens existing upon the trust estate which are prior hereto at the date of the calling of any such Bondholders' meeting), or

E. the reduction of the percentage required by the provisions of this Section for the taking of any action under this Section with respect to any Bond outstanding hereunder.

Subject to the provisions of subsections (j) and (k) of Section 15.01, for all purposes of this Article the Trustee shall be entitled to rely upon an opinion of counsel with respect to the extent, if any, as to which any action to be submitted to, or taken at, such meeting affects the rights under this Mortgage or under any indenture supplemental hereto of any holders of Bonds of any series then outstanding hereunder; and the decision of the Trustee with respect to the extent to which any such action affects such rights shall be conclusive.

All supplemental indentures and all modifications or alterations of this Mortgage or of any indenture supplemental hereto, entered into or made pursuant to the provisions of this Article shall conform to the Trust Indenture Act of 1939 as in effect at the time of such modifications, or alterations or at the time of the execution of such supplemental indentures.

SECTION 18.08. *Record of Meeting — Notice of Adoption of Resolution — Approval by Company — Assent of Trustees.* A record in duplicate of the proceedings of each meeting of Bondholders shall be prepared by the permanent Secretary of the meeting and shall have attached thereto the original reports of the Inspectors of Votes, and affidavits by one or more persons having knowledge of the facts, showing a copy of the notice of the meeting and a copy of the notice of adjournment thereof, if required under the provisions of Section 18.06, and showing that said notices were given as provided in Section 18.02, and, in a proper case, as provided in Section 18.06. Such record shall be signed and verified by the affidavits of the permanent Chairman and the permanent Secretary of the meeting, and one duplicate thereof shall be delivered to the Company and the other to the Trustee for preservation by the Trustee. Any record so signed and verified shall be proof of the matters therein stated until the contrary is proved, and if such record shall also be signed and verified by the affidavit of a duly authorized representative of the Trustee, such

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meeting shall be deemed conclusively to have been duly convened and held and such record shall be conclusive, and any resolution or proceeding stated in such record to have been adopted or taken, shall be deemed conclusively to have been duly adopted or taken by such meeting. A true copy of any resolution adopted by such meeting shall be mailed by the Trustee to each registered holder of outstanding Bonds entitled to vote at such meeting addressed to him at his address appearing on the Bond register of the Company and to each holder of any such Bond payable to bearer who shall have filed with the Trustee an address for notices, addressed to him at such address, and to each other holder of any such Bond whose name and address appears on the latest information furnished to the Trustee and proof of such mailing by the affidavit of some person having knowledge of the fact shall be filed with the Trustee, but neither failure to mail copies of such resolution as aforesaid, nor any defect therein, shall affect the validity thereof. No such resolution shall be binding unless and until such resolution is approved by a resolution of the board filed by the Company with the Trustee, but if such resolution of the board is adopted and filed with the Trustee, the resolution so adopted at said meeting of Bondholders shall be binding upon the Company, the Trustee and the holders of all Bonds and coupons issued hereunder, at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such resolution, or annulling the action taken thereby in a legal action or equitable proceeding for such purposes commenced within such 60-day period; provided, however, that no such resolution of the Bondholders or of the Company shall in any manner be so construed as to change or modify any of the rights, immunities or obligations of the Trustees without their written assent thereto. Nothing in this Article contained shall be deemed or construed to authorize or permit, by reason of any call of a meeting of Bondholders or of any right expressly or impliedly conferred hereunder to make such a call, any hindrance or delay in the exercise of any right or rights conferred upon or reserved to the Trustees or to the Bondholders under any of the provisions of this Mortgage or of the Bonds.

Section 1809. *Endorsement on Bonds—New Bonds in Exchange—Execution of Supplemental Indentures.* Bonds authenticated and delivered after the date of any Bondholders' meeting may bear a notation in form approved by the Trustee as to the action taken at meetings of

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Bondholders theretofore held, and, upon demand of the holder of any Bond outstanding at the date of any such meeting and affected thereby and upon presentation of his Bond for the purpose at the principal office of the Trustee, the Company shall cause suitable notation to be made on such Bond, by endorsement or otherwise, of any action taken at any meeting of Bondholders theretofore held. If the Company or the Trustee shall so determine, new Bonds so modified as, in the opinion of the Trustee and the Board of Directors of the Company, to conform to such Bondholders' resolution shall be executed, authenticated and delivered, and, upon demand of the holders of any Bonds then outstanding and affected by such resolution, shall be issued, without cost to such Bondholders, in exchange for such outstanding Bonds upon surrender of such Bonds with all unmatured coupons appertaining thereto. The Company or the Trustee may require Bonds outstanding to be presented for notation or exchange as aforesaid if either shall see fit to do so. An instrument or instruments supplemental to this Mortgage embodying any modification or alteration of this Mortgage or of any indenture supplemental hereto made at any Bondholders' meeting and approved by Resolution of the Board, as aforesaid, may be executed by the Trustee and the Company, and upon demand of the Trustee, or if so specified in any resolution adopted by any such Bondholder's meeting, shall be executed by the Company and the Trustee.

All expenses incurred in connection with the calling and holding of any meeting of Bondholders pursuant to this Article shall be borne by the Company. Subject to the provisions of subsections (j) and (k) of Section 15.01, the Trustee shall not be required to expend or risk their own funds or otherwise incur personal financial liability in connection with the calling or holding of any such meeting.

Section 18.10. *Effect of this Article may be Nullified by Company.* Anything in this Article contained to the contrary notwithstanding, the Company may at any time, or from time to time, by resolution of the board filed with the Trustee, stipulate that, from and after the date of the filing of such resolution with the Trustee, none of the provisions of this Article shall be of any force or effect whatever either with respect to (1) all Bonds theretofore authenticated and delivered by the Trustee hereunder and then outstanding or (2) all Bonds or all Bonds of any series thereafter authenticated and delivered by the Trustee hereunder, and in any such event a supplemental indenture setting out in detail the stipulations contained in such resolution of the board shall be made.

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SECTION 18.11. *Bondholders Action without meeting.* Any action which can be taken pursuant to a Bondholders' meeting as in this Article provided may also be taken without such meeting provided that the written consent of the holders (or the persons entitled to vote at same) of the percentages of Bonds specified in this Article to such action is given and that the approval of the Board of Directors of the Company and, if required by this Article, the written assent of the Trustee, is given as provided in this Article.

ARTICLE NINETEEN.
MISCELLANEOUS PROVISIONS.

SECTION 19.01. *Company's Successors bound.* All the covenants, stipulations, promises and agreements in this Mortgage contained, by or in behalf of the Company, shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

SECTION 19.02. *Benefits Restricted to Parties and Bond and Coupon Holders.* Nothing in this Mortgage expressed or implied is intended or shall be construed to give to any individual or corporation other than the Company, the Trustee, the Individual Trustee and the holders of the Bonds and the coupons issued hereunder, any legal or equitable right, remedy or claim under or in respect of this Mortgage or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Company, the Trustee, the Individual Trustee and the holders of the Bonds and coupons issued hereunder.

SECTION 19.03. *Trust Indenture Act to control if conflict.* If any provision of this Mortgage limits, qualifies or conflicts with another provision included in this Mortgage, which would be required to be included in this Mortgage by any of Sections 310-317, inclusive, of the Trust Indenture Act of 1939, such provisions which would be so required shall control.

SECTION 19.04. *Date of Execution Indicated by Acknowledgments.* Although this Mortgage for convenience and for the purposes of reference is dated as of March 1, 1931, the actual date of execution by the Company and the Trustees is as indicated by their respective acknowledgments hereto annexed.

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Section 19.05. *Waivers of Notice.* Whenever in this Mortgage the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person or corporation entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 19.06. *Execution of Mortgage in Counterparts.* This Mortgage may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as shall be undestroyed shall together constitute but one and the same instrument.

Section 19.07. *Headings.* The headings of the Articles, Sections and subsections and Paragraphs and subparagraphs have been inserted for convenience only and shall not be considered in the construction of this Mortgage.

Section 19.08. *Invalidity of any Provision not to Invalidate Others.* In case any one or more of the provisions contained in this Mortgage or in the Bonds or coupons shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

It Witness Whereof, Algonquin Gas Transmission Company has caused this Mortgage to be signed in its corporate name by its president or its treasurer and its corporate seal to be hereunto affixed and attested by its secretary or an assistant secretary; and Old Colony Trust Company, in token of its acceptance of the trusts created hereunder, has caused this Mortgage to be signed in its corporate name by its president or a vice president and its corporate seal to be hereunto affixed and attested by its secretary or an assistant secretary; and John J. Walsh in token of his acceptance of the trusts created hereunder

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has hereunto set his hand and seal; all as of the day and year first above written.

ALBONQUIN GAS TRANSMISSION COMPANY,

By *John F. Rich*
(JOHN F. RICH) Treasurer and Agent

(CORPORATE SEAL)

Attest:

C. Russell Walton
(C. RUSSELL WALTON) Assistant Secretary and Agent

Signed, sealed and delivered by ALBONQUIN Gas TRANSMISSION COMPANY in the presence of:

W. N. Burnett
(W. N. BURNETT)

M. W. Mulligan
(M. W. MULLIGAN)

As Witnesses.

OLD COLONY TRUST COMPANY,

By *John Coulson*
(JOHN COULSON) Vice President.

(CORPORATE SEAL)

Attest:

L. W. Parker
(L. W. PARKER) Assistant Secretary

Signed, sealed and delivered by OLD COLONY TRUST COMPANY in the presence of:

W. N. Burnett
(W. N. BURNETT)

M. W. Mulligan
(M. W. MULLIGAN)

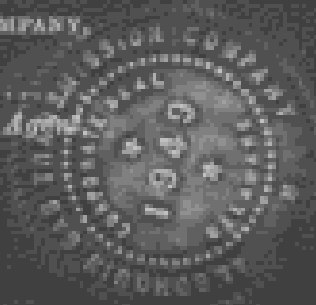
As Witnesses.

Signed, sealed and delivered by JOHN J. WARREN in the presence of:

M. W. Mulligan
(M. W. MULLIGAN)

W. N. Burnett
(W. N. BURNETT)

As Witnesses.



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ACKNOWLEDGMENTS

(Company)

COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF SUFFOLK } ss.

I, SCHUYLER HOLLINGSWORTH, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that on this twenty first day of June 1951:

Before me personally came JOHN F. RICH to me known and known to me to be the person whose signature is affixed to the foregoing instrument, who being by me duly sworn, did depose and say that he resides in No. 27 Meriam Street, Lexington, Massachusetts; that he is the Treasurer and agent of ALGONQUIN GAS TRANSMISSION COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; that he knows the contents of said instrument, and that said corporation executed, sealed and delivered said instrument voluntarily for the uses, purposes and considerations therein set forth as of the day and year therein stated.

Before me appeared JOHN F. RICH, to me personally known, who, being by me duly sworn, did say that he is the Treasurer and agent of ALGONQUIN GAS TRANSMISSION COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said JOHN F. RICH acknowledged said instrument to be the free act and deed of said corporation.

Before me personally appeared JOHN F. RICH, Treasurer and agent of ALGONQUIN GAS TRANSMISSION COMPANY, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of said ALGONQUIN GAS TRANSMISSION COMPANY.

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In Witness Whereof, I have hereunto set my hand and affixed my official seal at Boston, Massachusetts, on the day and year stated above.

Schuyler Hollingsworth
(SCHUYLER HOLLINGSWORTH)
Notary Public

My commission expires November 2, 1956

(Notarial Seal)

COMMONWEALTH OF MASSACHUSETTS } ss.
COUNTY OF SUFFOLK

Be it remembered, that on this twenty first day of June, 1951, before me, a notary public of the Commonwealth of Massachusetts, personally appeared C. Russell Walton, who being by me duly sworn on his oath, says that he is the Assistant Secretary and agent of ALBONQUIS GAS TRANSMISSION COMPANY, the Mortgagor named in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the Instrument signed and delivered by JAMES F. BACR, who was at the date thereof the Treasurer of said corporation, in the presence of this deponent, and said Treasurer, at the same time acknowledged that he signed sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed his name to said Instrument as an attesting witness to the execution thereof.

C. Russell Walton
.....
(C. RUSSELL WALTON) Assistant Secretary

Sworn and subscribed to before me the date aforesaid

Schuyler Hollingsworth
(SCHUYLER HOLLINGSWORTH)
Notary Public

My commission expires November 2, 1956.

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SUFFOLK COUNTY
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ACKNOWLEDGMENTS

(CORPORATE TRUSTEE)

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

ss:

I, SCHUYLER HOLLINGSWORTH, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that on this 21st day of June, 1951:

Before me personally came JOHN COULSON to me known and known to me to be the person whose signature is affixed to the foregoing instrument, who being by me duly sworn, did depose and say that he resides in No. 11 Sheffield Road, Winchester, Massachusetts; that he is a Vice President of OLD COLONY TRUST COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; that he knows the contents of said instrument, and that said corporation executed, sealed and delivered said instrument voluntarily for the uses, purposes and considerations therein set forth as of the day and year therein stated.

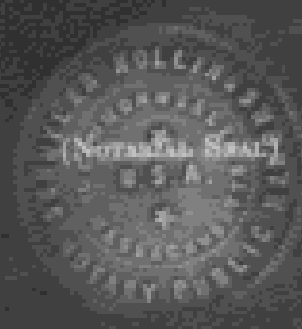
Before me appeared JOHN COULSON, to me personally known, who, being by me duly sworn, did say that he is a Vice President of OLD COLONY TRUST COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said JOHN COULSON acknowledged said instrument to be the free act and deed of said corporation.

Before me personally appeared JOHN COULSON, Vice President of OLD COLONY TRUST COMPANY, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of said OLD COLONY TRUST COMPANY.

In WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Boston, Massachusetts, on the day and year stated above.

Schuyler Hollingsworth
(Schuyler Hollingsworth)
Notary Public

My commission expires November 2, 1956.



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COMMONWEALTH OF MASSACHUSETTS } ss.
COUNTY OF SUFFOLK

Be it remembered, That on this 21st day of June, 1951, before me, a notary public of the Commonwealth of Massachusetts, personally appeared L. W. PARKER, who being by me duly sworn on his oath, says that he is an Assistant Secretary of OLD COLONY TRUST COMPANY, the Mortgagor named in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument signed and delivered by JOHN COLLSON, who was at the date thereof, a Vice President of said corporation, in the presence of this deponent, and said Vice President, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time subscribed his name to said Instrument as an attesting witness to the execution thereof.

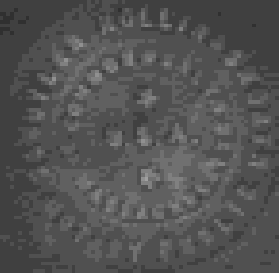
L. W. Parker
(L. W. PARKER) Assistant Secretary

Sworn and subscribed to before me the date aforesaid

Schuyler Hollingsworth
(SCHUYLER HOLLINGSWORTH)
Notary Public

My commission expires November 2, 1956.

(NOTARIAL SEAL)



OLD COLONY TRUST COMPANY
REGISTRY OF DEEDS
PREVIOUS ONLY

OLD COLONY TRUST COMPANY
REGISTRY OF DEEDS
PREVIOUS ONLY

OLD COLONY TRUST COMPANY
REGISTRY OF DEEDS
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OLD COLONY TRUST COMPANY
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BOSTON COUNTY REGISTER OF DEEDS REVIEW ONLY

BOSTON COUNTY REGISTER OF DEEDS REVIEW ONLY

1047 242

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(INDIVIDUAL TRUSTEE)

COMMONWEALTH OF MASSACHUSETTS } ss:
COUNTY OF SUFFOLK

I, MARY C. GODAN, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that on this twenty first day of June, 1951:

Before me personally appeared JOHN J. WALSH, to me personally known, and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed said instrument as his free act and deed for the uses, purposes and considerations therein set forth as of the day and year therein stated.

Before me personally appeared JOHN J. WALSH, who, I am satisfied, is the individual trustee named in and who executed the within instrument, and I having first made known to him the contents thereof, he did thereupon acknowledge that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

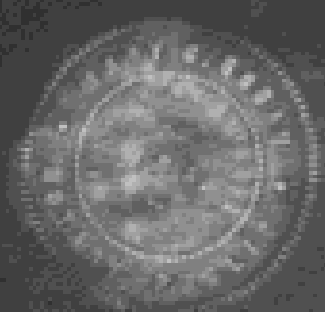
Before me personally appeared JOHN J. WALSH, known to me to be the person who signed, sealed and delivered the foregoing instrument, and he acknowledged the same to be his free act and deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 21st day of June, 1951.

Mary C. Godan
(MARY C. GODAN)
Notary Public

My commission expires January 24, 1958.

(NOTARIAL SEAL)



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BOSTON COUNTY REGISTER OF DEEDS REVIEW ONLY

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SUBSCRIBING WITNESSES' AFFIDAVITS

(COMPANY)

COMMONWEALTH OF MASSACHUSETTS } ss:
COUNTY OF SUFFOLK

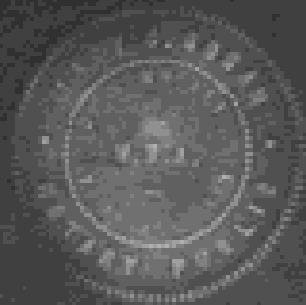
Personally appeared before me W. N. BURNETT, who, being duly sworn, says that he saw the corporate seal of ALGOONQUIN GAS TRANSMISSION COMPANY affixed to the foregoing instrument and that he also saw JOHN P. RICH, Treasurer, and C. RUSSELL WALTON, Assistant Secretary, of said ALGOONQUIN GAS TRANSMISSION COMPANY, sign and attest the same and that with M. W. MULLIGAN he witnessed the execution and delivery thereof as the act and deed of the said ALGOONQUIN GAS TRANSMISSION COMPANY.

W. N. Burnett
.....
(W. N. BURNETT)

Subscribed and sworn to before me this 21st day of June, 1951.

Mary C. Goggin
(MARY C. GOGGIN)
Notary Public

(NOTARIAL SEAL)
My commission expires
January 24, 1958.



SUFFOLK COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE COPY

SUFFOLK COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE COPY

SUFFOLK COUNTY MASSACHUSETTS
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SUFFOLK COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
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BOSTON COUNTY (Suffolk)
REGISTRY OF DEEDS
PREVIEW ONLY

BOSTON COUNTY (Suffolk)
REGISTRY OF DEEDS
PREVIEW ONLY

SUBSCRIBING WITNESSES' AFFIDAVITS

(CORPORATE TRUSTEE)

COMMONWEALTH OF MASSACHUSETTS } ss.
COUNTY OF SUFFOLK

Personally appeared before me W. N. BURNETT, who, being duly sworn, says that he saw the corporate seal of OLD COLONY TRUST COMPANY affixed to the foregoing instrument and that he also saw JOHN COULSON, a Vice President, and L. W. PARKER, an Assistant Secretary, of said OLD COLONY TRUST COMPANY, sign and attest the same, and that he, with M. W. MULLIGAN, witnessed the execution and delivery thereof as the act and deed of the said OLD COLONY TRUST COMPANY.

Subscribed and sworn to before me this 21st day of June, 1951.

[Signature]
(W. N. BURNETT)

[Signature]
(MARY C. GOGAN)
Notary Public

My commission expires January 24, 1958.
(NOTARIAL SEAL)

(INDIVIDUAL TRUSTEE)

COMMONWEALTH OF MASSACHUSETTS } ss.
COUNTY OF SUFFOLK

Personally appeared before me M. W. MULLIGAN, who, being duly sworn, says that he saw the within-named JOHN J. WALSH sign, seal and as his act and deed deliver the foregoing instrument, and that he, with W. N. BURNETT, witnessed the execution thereof.

Subscribed and sworn to before me this 21st day of June, 1951.

[Signature]
(M. W. MULLIGAN)

[Signature]
(MARY C. GOGAN)
Notary Public

My commission expires January 24, 1958.
(NOTARIAL SEAL)

BOSTON COUNTY (Suffolk)
REGISTRY OF DEEDS
PREVIEW ONLY

BOSTON COUNTY (Suffolk)
REGISTRY OF DEEDS
PREVIEW ONLY

BOSTON COUNTY (Suffolk)
REGISTRY OF DEEDS
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BOSTON COUNTY (Suffolk)
REGISTRY OF DEEDS
PREVIEW ONLY

BOSTON COUNTY (Suffolk)
REGISTRY OF DEEDS
PREVIEW ONLY

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SCHEDULE A.

PART I.

NEW JERSEY.

All those rights, privileges and authorities granted by grants of easement from the following named grantors to Algonquin Gas Transmission Company respectively dated and recorded as follows:

Grant of Easement		Recording Data		
Grantor	Date 1951	County Clerk's Office	Book or Date 1951	Page or Instrument No.
Arthur F. & Elizabeth F. Ponce	April 13	Hunterdon	492	p. 303
Vincent & Marie Cieslak	April 29	Hunterdon	492	p. 304
Harold B. & Marion F. Chiswick	April 14	Hunterdon	492	p. 305
Anna & Sam Liscia	April 14	Hunterdon	492	p. 307
Marshall & Hildegard Lee	May 23	Hunterdon	May 31	§10853
Marshall Lee, et al.	May 23	Hunterdon	May 31	§10854
Alton & Mary Miller	May 23	Hunterdon	May 31	§10855
Alex & Helen Bogdan	April 21	Hunterdon	492	p. 317
J. Russell Smith & Elizabeth L. Smith	April 21	Hunterdon	492	p. 318
George R. & Laura W. Van Noy	May 16	Hunterdon	May 25	§10810
Edward L. & Pauline Schaefer	May 19	Hunterdon	May 25	§10811
Samuel J. & Olga Karsch	May 15	Hunterdon	May 25	§10812
George & Barbara Schaefer	May 26	Hunterdon	May 31	§10856
Carson L. & Tom Dills	May 23	Hunterdon	May 29	§10852
Judson B. & Ruth Everett	May 29	Hunterdon	May 29	§10851
Guatar and Lena Leichte	April 23	Somerset	757	p. 37
Edward L. & Pauline Schaefer	May 19	Somerset	758	p. 150
James L. & Lillian E. Harold	April 24	Somerset	756	p. 417
William & Lottie S. Plover	April 24	Somerset	756	p. 419
Patrick D. & Jennie Coladonato	May 21	Somerset	758	p. 148
William F. & May MacKenzie Coffin	April 27	Somerset	756	p. 506
Paul R. & Louise K. Stirat	May 21	Somerset	758	p. 504
Francis Barton Bowman, et al.	April 28	Somerset	757	p. 47
Barak E. Carkhoff	April 27	Somerset	757	p. 48
John & Tracie Gorynski	April 27	Somerset	757	p. 49
Frank M. & Dorothy M. Bae	April 27	Somerset	757	p. 81
Louis G. & Georgina Romano et al.	April 27	Somerset	757	p. 82
George & Flora Dusch	May 4	Somerset	757	p. 221

Bristol County Registry of Deeds
PREVIEW ONLY

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PART II.
CONNECTICUT.

Andover.

The right of way described in a deed from Fred H. Bishop to Algonquin Gas Transmission Company, dated May 21, 1951, and recorded in Andover Land Records, on May 23, 1951.

The right of way described in a deed from Clarence S. White to Algonquin Gas Transmission Company, dated May 18, 1951, and recorded in Andover Land Records, on May 23, 1951.

The right of way described in a deed from Arthur E. Pluney to Algonquin Gas Transmission Company, dated May 19, 1951, and recorded in Andover Land Records, on May 23, 1951.

The right of way described in a deed from Ulysses Grant MacNeill and Helene M. MacNeill to Algonquin Gas Transmission Company, dated May 23, 1951, and recorded in Andover Land Records, on May 25, 1951, free and clear of all properly indexed and recorded encumbrances except mortgage for \$3,000 from said MacNeills to The First Baptist Church of Lebanon, dated October 18, 1947, and recorded in Volume 12, Page 188.

The right of way described in a deed from James J. Hendry and Althea E. Hendry to Algonquin Gas Transmission Company, dated May 21, 1951, and recorded in Andover Land Records, on May 22, 1951, free and clear of all properly indexed and recorded encumbrances except mortgage for \$5,700 from said Hendry's to The Savings Bank of Manchester, dated February 25, 1948, and recorded in Volume 12, Page 234.

The right of way described in a deed from John Kankolevich and Helen Kankolevich to Algonquin Gas Transmission Company, dated May 21, 1951, and recorded in Andover Land Records, on May 23, 1951 (being on the southerly side of Dunker Hill Road), free and clear of all properly indexed and recorded encumbrances except a right of way to Southern New England Telephone Company, recorded in Volume 7, Page 121.

The right of way described in a deed from Howard H. Jennings to Algonquin Gas Transmission Company, dated May 28, 1951 and recorded in Andover Land Records, on May 31, 1951, free and clear of all properly indexed and recorded encumbrances except mortgage for \$3,250 from Howard H. Jennings to Williamite Savings Institute, dated May 21, 1948, recorded in Volume 12, Page 265.

The right of way described in a deed from Raymond P. Houle to Algonquin Gas Transmission Company, dated May 22, 1951 and recorded in Coventry Land Records, Volume 73, Page 495 and in Andover Land Records, on May 23, 1951, free and clear of all properly indexed and recorded encumbrances except (1) mortgage for \$5,400 from said Houle to The Savings Bank of Manchester, dated February 3, 1948, recorded in Volume 70, Page 35 of Coventry Land Records; Volume 12, Page 228 of Andover Land Records and (2) mortgage for \$5,000 between same parties, dated June 20, 1946 and recorded in Volume 66, Page 265 of Coventry Land Records. (Release of this mortgage is recorded in Andover Land Records).

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The right of way described in a deed from Alice D. Jewell to Algonquin Gas Transmission Company, dated May 18, 1951 and recorded in Andover Land Records, on May 22, 1951, free and clear of all properly indexed and recorded encumbrances except mortgage for \$2,300 from said Jewell to Charles J. Strickland, dated April 2, 1942, and recorded in Volume 11, Page 47.

The right of way described in a deed from William T. Clay to Algonquin Gas Transmission Company, dated May 21, 1951, and recorded in Andover Land Records, on May 22, 1951, free and clear of all properly indexed and recorded encumbrances except no ascertainment of heirs of Andrew E. Maneggia who purported to convey all interest in property.

The right of way described in a deed from John Konkolovitch and Helen Konkolovitch to Algonquin Gas Transmission Company, dated May 21, 1951, and recorded in Andover Land Records on May 22, 1951 (being westerly of Hebron-Andover Road), free and clear of all properly indexed and recorded encumbrances except an irregular lot of about 2,700 square feet east of a dam and in the center of the property described in the above deed was excepted in the conveyance to said Konkolovitches from James H. and Althea E. Hendry, dated October 9, 1948, and recorded in Volume 12, Page 374.

Coventry.

The right of way described in a deed from Robert Wamagel and Deborah B. Wamagel, his wife, to Algonquin Gas Transmission Company, dated May 23, 1951, and recorded in Coventry Land Records, Volume 73, Page 508, free and clear of all properly indexed and recorded encumbrances except (1) mortgage for \$3,500 from said Wamagels to Manchester Trust Company, dated April 20, 1945, and recorded in Volume 54, Page 324, assigned to Southington Savings Bank, and (2) a right of way to Southern New England Telephone Company, for pole lines, dated April 29, 1947, recorded in Volume 66, Page 384.

The right of way described in a deed from Earle M. Lyman and Helen T. Lyman to Algonquin Gas Transmission Company, dated May 23, 1951 and recorded in Coventry Land Records, Volume 73, Page 507, free and clear of all properly indexed and recorded encumbrances except (1) right of way to Connecticut Light and Power Company for pole lines, Dec. 31, 1937, recorded in Volume 51, Page 332 (enlarging prior right of way, recorded in Volume 36, Page 378), (2) unpaid taxes on the 1950 List, for \$43.94, and (3) description in above deed includes a strip of land along highway conveyed to N. Y. N. H. and Hfd. Railroad Company by deed dated July 27, 1908, Volume 37, Page 207.

The right of way described in a deed from Arthur J. Squires to Algonquin Gas Transmission Company, dated May 28, 1951 and recorded in Coventry Land Records, Volume 73, Page 503, free and clear of all properly indexed and recorded encumbrances except (1) description includes land previously conveyed by said Squires to Roland J. and Betty Ann Colburn, May 29, 1948, and recorded in Volume 49, Page 308 and (2) tax liens for \$51.45 plus interest, from said Squires to Town of Coventry, dated March 31, 1951, and recorded in Volume 61, Page 358.

Glastonbury.

The right of way described in a deed from Marion J. Standish, (being on the westerly side of Main Street) to Algonquin Gas Transmission Company, dated May 15, 1951, and recorded in Glastonbury Land Records on May 17, 1951.

STONOL COUNTY REGISTER OF DEEDS PREVENTED

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Bristol County Registry of Deeds
PREVIEW ONLY

Bristol County Registry of Deeds
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The right of way described in a deed from Marion J. Standish, (being on the westerly side of Dayton Road) to Algonquin Gas Transmission Company, dated May 15, 1951, and recorded in Glastonbury Land Records on May 17, 1951.

* The right of way described in a deed from Philo P. Hollister to Algonquin Gas Transmission Company, dated May 11, 1951, and recorded in Glastonbury Land Records on May 15, 1951.

The right of way described in a deed from John J. Vall to Algonquin Gas Transmission Company, dated May 3, 1951, and recorded in Glastonbury Land Records on May 4, 1951.

The right of way described in a deed from Eugenia Beretta Accomero and John Accomero to Algonquin Gas Transmission Company, dated May 3, 1951, and recorded in Glastonbury Land Records on May 9, 1951.

The right of way described in a deed from Chester H. Clark to Algonquin Gas Transmission Company, dated May 4, 1951, and recorded in Glastonbury Land Records on May 9, 1951.

The right of way described in a deed from John Richards to Algonquin Gas Transmission Company, dated May 14, 1951, and recorded in Glastonbury Land Records on May 17, 1951.

The right of way described in a deed from Maurice E. Powers and William E. Troubridge to Algonquin Gas Transmission Company, dated May 23, 1951, and recorded in Glastonbury Land Records on May 25, 1951.

The right of way described in a deed from Alden E. Taylor to Algonquin Gas Transmission Company, dated May 15, 1951, and recorded in Glastonbury Land Records on May 17, 1951.

The right of way described in a deed from Daniel W. Andrews to Algonquin Gas Transmission Company, dated May 15, 1951, and recorded in Glastonbury Land Records on May 17, 1951.

The right of way described in a deed from Monte E. Kimball and Doris M. Kimball to Algonquin Gas Transmission Company, dated May 2, 1951, and recorded in Glastonbury Land Records on May 4, 1951 free and clear of all properly indexed and recorded encumbrances except (1) right of way in Louis W. Howe, heirs and assigns, to cross southerly portion of premises described in said deed by virtue of deed from Louis W. Howe to Eugene Arsenault, dated April 4, 1942 and recorded in Volume 13, Page 27 of said land records and (2) mortgage from said Kimballs to The Savings Bank of Manchester for \$3,500, dated November 14, 1946, recorded in Volume 77, Page 31 of said land records.

The right of way described in a deed from Joseph L. Clemens to Algonquin Gas Transmission Company, dated May 7, 1951, and recorded in Glastonbury Land Records on May 9, 1951, free and clear of all properly indexed and recorded encumbrances except mortgage for \$1,500 from said Clemens to Ralph L. Drinkwater, dated November 3, 1950, recorded in Volume 82, Page 245 of said Land Records.

The right of way described in a deed from Louis Scaglia (being part of the land described in deed recorded in Volume 52, Page 661 of Glastonbury Land Records) to Algonquin Gas Transmission Company, dated May 3, 1951, and

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GLASTONBURY COUNTY
REGISTER OF DEEDS
PREVENTIVE ONLY

GLASTONBURY COUNTY (1047-249)
REGISTER OF DEEDS
PREVENTIVE ONLY

recorded in Glastonbury Land Records on May 4, 1951 free and clear of all properly indexed and recorded encumbrances except mortgage for \$2,000 from said Scaglia to Nancy N. Foxbridge Matson, dated March 13, 1945, recorded in Volume 53, Page 664, of said Land Records.

The right of way described in a deed from Bruno Bertuzzi and George Bertuzzi to Algonquin Gas Transmission Company, dated May 16, 1951, and recorded in Glastonbury Land Records on May 23, 1951 free and clear of all properly indexed and recorded encumbrances except taxes on list of October 1, 1950.

The right of way described in a deed from Walter F. Cowles and Jeanette B. Cowles to Algonquin Gas Transmission Company, dated May 28, 1951, and recorded in Glastonbury Land Records on May 31, 1951 free and clear of all properly indexed and recorded encumbrances except taxes on list of October 1, 1950.

The right of way described in a deed from Otto R. Lehman to Algonquin Gas Transmission Company, dated May 17, 1951, and recorded in Glastonbury Land Records on May 22, 1951 free and clear of all properly indexed and recorded encumbrances except (1) right of way in Frank Morelli, Rosa DePasquale, Dominick Falsone and Eliza Comberiate, heirs and assigns, as contained in deed from August D. Somers, dated October 23, 1914, recorded in Volume 52, Page 189, of Glastonbury Land Records, (2) tax liens from 1934 through 1949 to Town of Glastonbury, and (3) taxes on list of October 1, 1950.

The right of way described in a deed from Frank Morelli to Algonquin Gas Transmission Company, dated May 15, 1951, and recorded in Glastonbury Land Records on May 17, 1951, free and clear of all properly indexed and recorded encumbrances except (1) reimbursement lien for old age assistance from said Morelli to State of Connecticut, dated April 19, 1949, and recorded in Volume 70, Page 692, of Glastonbury Land Records, (2) tax liens to Town of Glastonbury from 1942 through 1949 and (3) taxes on list of October 1, 1950.

The right of way described in a deed from Michael Briels to Algonquin Gas Transmission Company, dated May 19, 1951, and recorded in Glastonbury Land Records on May 25, 1951, free and clear of all properly indexed and recorded encumbrances except (1) mortgage for \$250 from Paul S. Jesania to Henry William Flagg, dated November 14, 1927, and recorded in Volume 62, Page 257, of Glastonbury Land Records, (2) mortgage for \$400 from Michael Brailo to Helen Brailo, dated January 31, 1934, and recorded in Volume 65, Page 467, on said Land Records and (3) town aid lien, from Michael Briels to the Town of Glastonbury, dated March 26, 1942, and recorded in Volume 74, Page 414 of said Land Records.

The right of way described in a deed from Louis D. Brewer to Algonquin Gas Transmission Company, dated May 9, 1951, and recorded in Glastonbury Land Records on May 11, 1951, free and clear of all properly indexed and recorded encumbrances except mortgage for \$2,000 from said Brewer to Leonard J. Allaire and Marie A. Allaire, dated September 30, 1947, recorded in Volume 76, Page 152 of Glastonbury Land Records.

GLASTONBURY COUNTY
REGISTER OF DEEDS
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GLASTONBURY COUNTY
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BRISTOL COUNTY MASS.
REGISTER OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTER OF DEEDS
PREVIEW ONLY

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The right of way described in a deed from Consolidated Cigar Corp. to Algonquin Gas Transmission Company, dated May 11, 1951, and recorded in Glastonbury Land Records on May 17, 1951, free and clear of all property indexed and recorded encumbrances except an executor's deed from estate of Charles O. Tryon, grantor's predecessor in title.

The right of way described in a deed from Louis Scaglia, (being part of land described in deed recorded in Vol. 54, P. 29 of Glastonbury Land Records) to Algonquin Gas Transmission Company, dated May 2, 1951, and recorded in Glastonbury Land Records on May 4, 1951 free and clear of all property indexed and recorded encumbrances except (1) above easement includes six acres, more or less, conveyed by said Scaglia to John H. Henry (Glastonbury) by deed dated April 12, 1933, recorded in Vol. 43, Page 570 of said land records, (2) right of way in Demetrio Scaglia, heirs and assigns, to cross premises described in said easement mentioned in deed from Bartholomew Carini, et al to Louis Scaglia, et al, dated Jan. 23, 1913, recorded in Vol. 54, Page 29, of said land records, (3) right of way in Laura Stevas, heirs and assigns, mentioned in said deed.

The right of way described in a deed from Marco Bisi to Algonquin Gas Transmission Company, dated May 2, 1951, and recorded in Glastonbury Land Records on May 4, 1951 free and clear of all property indexed and recorded encumbrances except (1) description includes land conveyed to Louis J. Bisi by deed dated July 22, 1940, recorded in Vol. 69, Page 555 of Glastonbury Land Records and (2) right in Louis J. Bisi and Mary C. Bisi to cross property described in easement and to maintain pump and make excavations necessary for installing and repairing pipes leading from pond to property of said Bisi contained in deed dated Nov. 19, 1949, recorded in Vol. 89, Page 214 of said land records.

The right of way described in a deed from John Cavanna and Mary T. Cavanna to Algonquin Gas Transmission Company, dated May 2, 1951, and recorded in Glastonbury Land Records on May 4, 1951 free and clear of all property indexed and recorded encumbrances except an outstanding one half undivided interest in Amelia C. Nagra in property described in the above deed.

The right of way described in a deed from Frederick Zapf to Algonquin Gas Transmission Company, dated May 19, 1951, and recorded in Glastonbury Land Records on May 23, 1951 free and clear of all property indexed and recorded encumbrances except (1) mortgage for \$100.00, from Joseph and Mary Hoell to Katie Ran, dated October 18, 1901, and recorded in Vol. 46, P. 192 of Glastonbury Land Records. The interest of said Ran in said mortgage was quit-claimed to Knight E. Rogers by deed dated April 2, 1910, recorded in Vol. 48, P. 541 of said land records, (2) lease for a term of 99 years to mine clay, granted by said Hoells to A. W. Ranney of New Haven, Connecticut by deed dated Jan. 1, 1909, and recorded in Vol. 49, P. 473 of said land records, (3) no indication that Frederick Zapf is the same person as Fritz Zapf, the record owner of the land described in the above deed and (4) one-half undivided interest in property described in said deed is in Stephanie Zapf by virtue of deed from Mary Hoell dated June 20, 1934, and recorded in Vol. 65, P. 509 of said land records.

The right of way described in a deed from Vincenzo Grasso to Algonquin Gas Transmission Company, dated May 10, 1951, and recorded in Glastonbury Land Records on May 11, 1951, free and clear of all property indexed

BRISTOL COUNTY MASS.
REGISTER OF DEEDS
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and recorded encumbrances except (1) mortgage for \$3,000 from said Grasso to Federal Land Bank (Springfield, Mass.) dated Nov. 9, 1943, recorded in Vol. 66, P. 287 of Glastonbury Land Records, (2) mortgage for \$5,000 from said Grasso and Concetta Grasso to Angelo Grasso and Mary Grasso dated Jan. 6, 1945 and recorded in Vol. 75, P. 370 of Glastonbury Land Records, (3) taxes on list of Oct. 1, 1950 and (4) description of easement includes property conveyed by said Grasso to Michael Aglio and Martin A. Aglio by deeds dated Mar. 20, 1947 and Mar. 15, 1948, recorded, respectively, in Vol. 78, P. 36 and Vol. 71, P. 667, of said land records.

ASTOR COUNTY
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PRATTVILLE ONLY

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ALGONQUIN GAS TRANSMISSION COMPANY

CERTIFICATE OF ASSISTANT SECRETARY

I, the undersigned, duly elected assistant secretary of Algonquin Gas Transmission Company, a Delaware corporation, hereby certify as follows:

1. The following resolution was unanimously passed at special meetings of the stockholders and directors of said corporation held in accordance with law and its by-laws on June 5, 1951, at which quorums were present and said resolution has not been rescinded or amended.

"RESOLVED that either the president or the treasurer is authorized and directed in the name and on behalf of Algonquin Gas Transmission Company, (herein called the Company) as such officer and as its agent, to sign and acknowledge and either the secretary or the assistant secretary is authorized and directed as such officer of the Company and as its agent, to affix the seal of the Company to and attest the execution of, and to acknowledge and deliver, a First Mortgage and Deed of Trust from the Company to Old Colony Trust Company and John J. Walsh as Trustees, mortgaging all of the property owned or hereafter acquired by the Company (except such property as may be exempted by the terms thereof) to secure, equally and ratably, the First Mortgage Pipeline Bonds of the Company, of which there shall be issued in the first instance from time to time on or before September 1, 1952, not exceeding \$27,000,000 aggregate principal amount of the Bonds of the 1971 Series; said First Mortgage and Deed of Trust and said Bonds of the 1971 Series to be in substantially the form presented to this meeting with such changes therein as the executing officers may approve, the execution thereof to be conclusive evidence of such approval, and the signatures of the president or the treasurer and the secretary or an assistant secretary on a First Mortgage and Deed of Trust executed on behalf of the Company shall be conclusive identification for all purposes of the instrument so signed as the First Mortgage and Deed of Trust authorized by this resolution; and that the president and the treasurer and the secretary and assistant secretary, respectively, are each hereby authorized on the part of the Company to take all such other action and to make all such affidavits as may be required by law in order to make said First Mortgage and Deed of Trust effective."

2. The holders of all of the outstanding shares of Algonquin Gas Transmission Company were present at said stockholders meeting represented by proxy or by their duly authorized officers and voted in favor of the above resolution.

3. The First Mortgage and Deed of Trust to which this certificate is attached is in substantially the form presented at said meetings.

ASTOR COUNTY REGISTER OF DEEDS
PRATTVILLE ONLY

ASTOR COUNTY REGISTER OF DEEDS
PRATTVILLE ONLY

ASTOR COUNTY REGISTER OF DEEDS
PRATTVILLE ONLY

ASTOR COUNTY REGISTER OF DEEDS
PRATTVILLE ONLY

ASTOR COUNTY REGISTER OF DEEDS
PRATTVILLE ONLY

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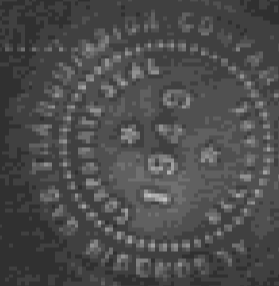
4. The following persons have been duly elected and hold the offices in Algonquin Gas Transmission Company set opposite their respective names:

Harry H. Johnson	President
John P. Rich	Treasurer
James S. Eastham	Secretary
C. Russell Walton	Assistant Secretary

5. The signatures of the officers of the Company on the First Mortgage and Deed of Trust to which this certificate is attached are genuine signatures of the officers indicated.

In Witness Whereof I have hereunto set my hand and the seal of Algonquin Gas Transmission Company this 21st day of June, 1951.

C. Russell Walton
Assistant Secretary



Dec. 7 1951

at 12 o'clock and 10 minutes P. M.
Received and Entered with Plymouth
County Deeds

Book 2183 Page 1

Attest *Richard W. Holm*

Received & recorded April 9 1952 3 49 PM P. M.

PLASTIC COUNTY REGISTER OF DEEDS PLYMOUTH COUNTY

PLASTIC COUNTY REGISTER OF DEEDS PLYMOUTH COUNTY

PLASTIC COUNTY REGISTER OF DEEDS PLYMOUTH COUNTY

PLASTIC COUNTY REGISTER OF DEEDS PLYMOUTH COUNTY

PLASTIC COUNTY REGISTER OF DEEDS PLYMOUTH COUNTY

PLASTIC COUNTY REGISTER OF DEEDS PLYMOUTH COUNTY

PLASTIC COUNTY REGISTER OF DEEDS PLYMOUTH COUNTY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVIOUS ONLY

1047 254

2805

THIS SIXTH SUPPLEMENTAL INDENTURE dated as of April 1, 1952 between ALBONQUIS GAS TRANSMISSION COMPANY, a corporation organized and existing under the laws of the State of Delaware and having a principal place of business at 25 Faneuil Hall Square, Boston, Massachusetts (hereinafter called the Company), OLD COLONY TRUST COMPANY, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, having its corporate trust office at 45 Milk Street, Boston, Massachusetts, and John J. Walsh of 5 Holiday Street, Dorchester, Boston, Massachusetts, (hereinafter respectively called the Trustee and the Individual Trustee and together the Trustees), as Trustees.

Whereas the Company has heretofore executed and delivered to the Trustees a certain First Mortgage and Deed of Trust (hereinafter called the Original Mortgage), dated as of March 1, 1951 and filed or recorded among other places with the Town Clerk of the Town of Haverstraw, New York (Chattel Mortgage receipt No. 7315), with Book 49A page 2 of the Records of Deeds in the Town of Burrillville, Rhode Island, on June 22, 1951, in the office of the Secretary of State of Connecticut in Volume 28, page 1-C, Railroad Mortgages, etc., with the City Clerk of the City of Boston, Massachusetts, in Mortgage Index Book 2085, page 1, and in New Jersey in the places indicated in Appendix A attached to the copies of this instrument recorded in New Jersey, whereby the Company has pledged, sold, conveyed, mortgaged, transferred and assigned to the Trustees the property therein specified, whether owned at the time of the execution or thereafter acquired by the Company, to secure its First Mortgage Pipeline Bonds (hereinafter generally called the Bonds), of an unlimited permitted aggregate principal amount (except as therein otherwise provided), and the Original Mortgage provides for the issue on the conditions stated therein of \$27,000,000 aggregate principal amount of First Mortgage Pipeline Bonds 3 3/4% Series due 1971, of which \$20,400,000 aggregate principal amount are now outstanding; and

Whereas the Company has executed and delivered to the Trustees a First Supplemental Indenture dated as of July 17, 1951, supplementing the Original Mortgage, which First Supplemental Indenture subjected certain property described therein to the lien of the Original Mortgage and amended certain provisions of the Original Mortgage and which has been duly filed or recorded; and

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVIOUS ONLY

WHEREAS the Company has executed and delivered to the Trustees a Second Supplemental Indenture dated as of November 1, 1951, a Third Supplemental Indenture dated as of December 1, 1951, a Fourth Supplemental Indenture dated as of January 13, 1952 and a Fifth Supplemental Indenture dated as of March 1, 1952, all supplementing the Original Mortgage as supplemented by the First Supplemental Indenture, which Second, Third, Fourth and Fifth Supplemental Indentures subjected certain property described therein to the lien of the Original Mortgage and which have been duly filed or recorded (the Original Mortgage and the First, Second, Third, Fourth and Fifth Supplemental Indentures being hereinafter called the Mortgage); and

WHEREAS it is provided in Section 3.02 of the Mortgage that the Company shall execute supplemental indentures when necessary to subject to the lien of the Mortgage property acquired by the Company after the execution of the Original Mortgage and prior to a date not more than thirty days before the filing of an application for the issue of Bonds of the 1971 Series; and

WHEREAS the Company proposes to file an application for the issue of Bonds of the 1971 Series in addition to the \$20,400,000 principal amount of Bonds of the 1971 Series now outstanding; and

WHEREAS it is provided in Section 3.04 of the Mortgage that the Company shall execute supplemental indentures when necessary to subject to the lien of the Mortgage property acquired by the Company after the execution of the Original Mortgage and prior supplemental indentures before such property can be used as the basis for the withdrawal of cash from the construction fund; and the Company has acquired certain additional property for which a supplemental indenture is necessary in order to qualify it for such withdrawal under Section 3.04; and

WHEREAS Section 17.01 of the Original Mortgage provides for the execution and delivery of supplemental indentures for the foregoing purposes when authorized by a resolution of the directors of the Company; and

WHEREAS the directors of the Company by resolution have authorized the execution and delivery of this Sixth Supplemental Indenture; and

ASTON COUNTY
 REGISTER OF DEEDS
 PROPERTY ONLY

ASTON COUNTY (S.S.)
 REGISTER OF DEEDS
 PROPERTY ONLY

ASTON COUNTY
 REGISTER OF DEEDS
 PROPERTY ONLY

ASTON COUNTY (S.S.)
 REGISTER OF DEEDS
 PROPERTY ONLY

ASTON COUNTY
 REGISTER OF DEEDS
 PROPERTY ONLY

ASTON COUNTY
 REGISTER OF DEEDS
 PROPERTY ONLY

ASTON COUNTY
 REGISTER OF DEEDS
 PROPERTY ONLY

Bristol County Registry on Deeds
PROPERTY ONLY

Bristol County Registry on Deeds
PROPERTY ONLY

1047 256

Now Taxmason the Company does hereby confirm the grant, bargain, sale, release, conveyance, assignment, transfer, mortgage and pledge to the Trustees of the properties described in the Original Mortgage and First, Second, Third, Fourth and Fifth Supplemental Indentures except those properties specifically excepted therein, and the Company hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages and pledges to the Trustees and their successors in trust all of the pipe lines for natural gas constructed or in the process of construction by or for the Company in the States of New Jersey, New York, Connecticut, Rhode Island and Massachusetts, and all parcels of land, rights of way, leases, easements and other rights and interests in land described in Schedule A hereto attached and hereby incorporated herein, together with all buildings, structures, machinery, pipe lines, compressors, equipment and appliances situated on such lands and appurtenances thereto, and also all equipment, appliances, pipe, paint, materials, supplies and all other tangible personal property of every kind and nature whatsoever now owned or hereafter acquired by the Company wherever located and generally, without in any way limiting anything hereinbefore or hereinafter specifically described, all of the properties, real, personal and mixed, owned by the company on the actual date of execution of this supplemental indenture and located in the cities, towns, municipalities, counties and states listed in Schedule B hereto attached and hereby incorporated herein, it being the intention hereof that all said generally described properties owned by the company on said date of execution shall be as fully embraced within and subject to the lien hereof as if such properties were specifically described herein. Provided, however, that there shall be excluded from the lien and operation of the Mortgage, all property that is excepted property as defined in the Original Mortgage.

To Have and to Hold the same unto the Trustees and each of them and their successors and assigns, forever;

Subject, however, to the reservations, exceptions, limitations, and restrictions contained in the several deeds, leases, easements, contracts or other instruments under which the Company may acquire title to or other rights in or rights to enjoy the use of the mortgaged properties; and subject also to permitted liens as defined in Section 1.01 of the Original Mortgage and, as to property hereafter acquired by the Company, to any liens thereon existing, and to any liens for unpaid portions

Bristol County Registry on Deeds
PROPERTY ONLY

Bristol County Registry on Deeds
PROPERTY ONLY

Bristol County Registry on Deeds
PROPERTY ONLY

Bristol County Registry on Deeds
PROPERTY ONLY

Bristol County Registry on Deeds
PROPERTY ONLY

of the purchase money placed thereon, at the time of such acquisition, but only to the extent that such liens are permitted by Sections 10.05 and 10.15 of the Mortgage;

Is Trust Beneficiaries, upon the terms and trusts and subject to the conditions set forth in the Mortgage for the equal and proportionate use, benefit, security and protection of those who from time to time shall be the holders or registered owners of the Bonds and coupons without any preference or priority of any one Bond or coupon over any other by reason of priority in the time of issue, sale or negotiation thereof or otherwise, except as provided in Section 10.02 of the Mortgage and except as any sinking, amortization, improvement, renewal, or other fund, established in accordance with the provisions of the Mortgage as it may be further supplemented may afford additional security for the Bonds of any particular series.

The property acquired after the execution of the Original Mortgage to which this Sixth Supplemental Indenture relates shall be subject to the terms and provisions of the Original Mortgage as supplemented by said First, Second, Third, Fourth and Fifth Supplemental Indentures and by this Sixth Supplemental Indenture and as it may be supplemented in the future to the same effect as if such property had been part of the original mortgaged property. The Original Mortgage and the First, Second, Third, Fourth and Fifth Supplemental Indentures are incorporated hereto by reference.

Although this Sixth Supplemental Indenture for convenience and for the purposes of reference is dated as of April 1, 1952, the actual date of execution by the Company and the Trustees is as indicated by their respective acknowledgments hereto annexed.

This Sixth Supplemental Indenture may be executed in any number of counterparts, and each such counterpart shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

Is Witness Whereof Algonquin Gas Transmission Company has caused this Sixth Supplemental Indenture to be signed in its corporate name by its president, vice president or treasurer and its corporate seal to be hereunto affixed and attested by its secretary or an assistant secretary; and Old Colony Trust Company, in token of its acceptance of the properties and the property rights conveyed to it hereunder subject to

ALTON COUNTY
REGISTER OF DEEDS
PROPERTY OFFICE

ALTON COUNTY (15-257)
REGISTER OF DEEDS
PROPERTY OFFICE

ALTON COUNTY
REGISTER OF DEEDS
PROPERTY OFFICE

ALTON COUNTY
REGISTER OF DEEDS
PROPERTY OFFICE

ALTON COUNTY
REGISTER OF DEEDS
PROPERTY OFFICE

ALTON COUNTY
REGISTER OF DEEDS
PROPERTY OFFICE

ALTON COUNTY
REGISTER OF DEEDS
PROPERTY OFFICE

Bristol County Registry of Deeds
PROPERTY ONLY

Bristol County Registry of Deeds
PROPERTY ONLY

1047 258

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the trusts created by the Original Mortgage as supplemented by said First, Second, Third, Fourth and Fifth Supplemental Indentures and by this Sixth Supplemental Indenture, has caused this instrument to be signed in its corporate name by its president or a vice president and its corporate seal to be hereunto affixed and attested by its secretary or an assistant secretary; and John J. Walsh in token of his acceptance of the trusts created hereunder has hereunto set his hand and seal; all as of the day and year first above written.

(Corporate Seal)

ALGONQUIN GAS TRANSMISSION COMPANY,

By *George R. Copeland*
GEORGE R. COPELAND, Vice President and Agent

Attest:

C. Russell Walton

C. RUSSELL WALTON, Assistant Secretary and Agent

Signed, sealed and delivered by
Algonquin Gas Transmission Company
in the presence of:

C. D. Goodwin
C. D. GOODWIN

E. M. Wight As Witness
E. M. WIGHT

Bristol County Registry of Deeds
PROPERTY ONLY

Bristol County Registry of Deeds
PROPERTY ONLY

Bristol County Registry of Deeds
PROPERTY ONLY

Bristol County Registry of Deeds
PROPERTY ONLY

Bristol County Registry of Deeds
PROPERTY ONLY

OLD COLONY TRUST COMPANY

By *[Signature]*
John Courson, Vice President

(CORPORATE
Seal)

Attest:

[Signature]

L. W. PARKER, Assistant Secretary

Signed, sealed and delivered by
Old Colony Trust Company
in the presence of:

[Signature]

C. D. GOODWIN

[Signature] As Witnesses

E. M. WIGGINTON

[Signature]
JOHN J. WALSH Seal

Signed, sealed and delivered by
John J. Walsh in the presence of:

[Signature]

C. D. GOODWIN

[Signature] As Witnesses

E. M. WIGGINTON

OLD COLONY TRUST COMPANY
REGISTERED IN MASSACHUSETTS
INCORPORATED IN MASSACHUSETTS

OLD COLONY TRUST COMPANY
REGISTERED IN MASSACHUSETTS
INCORPORATED IN MASSACHUSETTS

OLD COLONY TRUST COMPANY
REGISTERED IN MASSACHUSETTS
INCORPORATED IN MASSACHUSETTS

OLD COLONY TRUST COMPANY
REGISTERED IN MASSACHUSETTS
INCORPORATED IN MASSACHUSETTS

OLD COLONY TRUST COMPANY
REGISTERED IN MASSACHUSETTS
INCORPORATED IN MASSACHUSETTS

1047 260

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ACKNOWLEDGMENTS

(COMPANY)

COMMONWEALTH OF MASSACHUSETTS } ss.
COUNTY OF SUFFOLK

I, Margaret C. McMann, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and Commonwealth aforesaid, hereby certify that on this 1st day of April, 1952:

Before me personally came George R. Copeland, to me known and known to me to be the person whose signature is affixed to the foregoing instrument, who being by me duly sworn, did depose and say that he resides in 22 Lincoln Street, Belmont, Massachusetts; that he is the Vice President and Agent of ALCOQUIN GAS TRANSMISSION COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; that he knows the contents of said instrument, and that said corporation executed, sealed and delivered said instrument voluntarily for the uses, purposes and considerations therein set forth as of the day and year therein stated.

Before me appeared George R. Copeland, to me personally known, who being by me duly sworn, did say that he is the Vice President and Agent of ALCOQUIN GAS TRANSMISSION COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said George R. Copeland acknowledged said instrument to be the free act and deed of said corporation.

Before me personally appeared George R. Copeland, Vice President and Agent of ALCOQUIN GAS TRANSMISSION COMPANY, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of said ALCOQUIN GAS TRANSMISSION COMPANY.

STAMP: BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS

STAMP: BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS

STAMP: BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS

STAMP: BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS

STAMP: BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS

STAMP: BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Boston, Massachusetts, on the day and year stated above.

Margaret C. McManus
Margaret C. McManus
Notary Public

My commission expires February 9, 1956

(Notarial Seal)

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

Be it remembered, that on this 1st day of April, 1952, before me, a notary public of the Commonwealth of Massachusetts, personally appeared C. Russell Walton, who being by me duly sworn on his oath, says that he is the Assistant Secretary and Agent of *ALCOQUICK GAS TRANSMISSION COMPANY*, the Mortgagor named in the foregoing instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that the said seal was so affixed and the instrument signed and delivered by George R. Copeland, who was at the date thereof the Vice President of said corporation, in the presence of this deponent, and said Vice President, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed his name to said instrument as an attesting witness to the execution thereof.

C. Russell Walton
C. RUSSELL WALTON, Assistant Secretary

Sworn and subscribed to before me the date aforesaid

Margaret C. McManus
Margaret C. McManus
Notary Public

My commission expires February 9, 1956

(Notarial Seal)

ACKNOWLEDGMENTS
(CORPORATE TRUSTEE)

COMMONWEALTH OF MASSACHUSETTS { ss.
COUNTY OF SUFFOLK

I, Margaret C. McManus, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and Commonwealth aforesaid, hereby certify that on this 1st day of April, 1952:

Before me personally came John Coulson, to me known and known to me to be the person whose signature is affixed to the foregoing instrument, who being by me duly sworn, did depose and say that he resides in No. 11 Sheffield Road, Winchester, Massachusetts; that he is a Vice President of OLD COLONY TRUST COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; that he knows the contents of said instrument, and that said corporation executed, sealed and delivered said instrument voluntarily for the uses, purposes and considerations therein set forth as of the day and year therein stated.

Before me appeared John Coulson, to me personally known, who, being by me duly sworn, did say that he is a Vice President of Old Colony Trust Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said John Coulson acknowledged said instrument to be the free act and deed of said corporation.

Before me personally appeared John Coulson, Vice President of Old Colony Trust Company, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of said Old Colony Trust Company.

In WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Boston, Massachusetts, on the day and year stated above.

Margaret C. McManus
MARGARET C. McMANUS
Notary Public

(NOTARIAL
SEAL)

My commission expires February 9, 1956

BOSTON COUNTY
REGISTRY OF DEEDS
NEW HAVEN

BOSTON COUNTY
REGISTRY OF DEEDS
NEW HAVEN

BOSTON COUNTY (Suffolk)
REGISTRY OF DEEDS
NEW HAVEN

BOSTON COUNTY (Suffolk)
REGISTRY OF DEEDS
NEW HAVEN

BOSTON COUNTY
REGISTRY OF DEEDS
NEW HAVEN

BOSTON COUNTY
REGISTRY OF DEEDS
NEW HAVEN

COMMONWEALTH OF MASSACHUSETTS } ss.
COUNTY OF SUFFOLK

Be it remembered, that on this 1st day of April, 1952, before me, a notary public of the Commonwealth of Massachusetts, personally appeared L. W. Parker, who being by me duly sworn on his oath, says that he is an Assistant Secretary of Old Colony Trust Company, the Trustee named in the foregoing instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that the said seal was so affixed and the said instrument signed and delivered by John Coulson, who was at the date thereof, a Vice President of said corporation, in the presence of this deponent, and said Vice President, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time subscribed his name to said instrument as an attesting witness to the execution thereof.

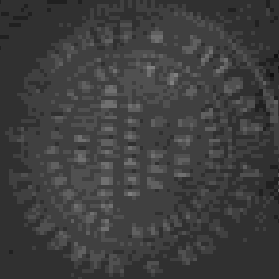
L. W. Parker
L. W. PARKER, Assistant Secretary

Sworn and subscribed to
before me the date aforesaid

Margaret C. McManus
MARGARET C. McMANUS
Notary Public

My commission expires February 9, 1956

(NOTARIAL
SEAL)



SUFFOLK COUNTY
REGISTRY OF DEEDS
PREVENTED

SUFFOLK COUNTY
REGISTRY OF DEEDS
PREVENTED

SUFFOLK COUNTY
REGISTRY OF DEEDS
PREVENTED

SUFFOLK COUNTY
REGISTRY OF DEEDS
PREVENTED

SUFFOLK COUNTY
REGISTRY OF DEEDS
PREVENTED

STOR COUNTY
REGISTRY OF DEEDS
PREVENT

STOR COUNTY
REGISTRY OF DEEDS
PREVENT

1047 264

STOR COUNTY
REGISTRY OF DEEDS
PREVENT

STOR COUNTY
REGISTRY OF DEEDS
PREVENT

STOR COUNTY
REGISTRY OF DEEDS
PREVENT

II
(INDIVIDUAL TRUSTEE)

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

I, Mary C. Gogan, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and Commonwealth aforesaid, hereby certify that on this 1st day of April, 1952:

Before me personally appeared John J. Walsh, to me personally known, and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed said instrument as his free act and deed for the uses, purposes and considerations therein set forth as of the day and year therein stated.

Before me personally appeared John J. Walsh, who, I am satisfied, is the individual trustee named in and who executed the within instrument, and I having first made known to him the contents thereof, he did thereupon acknowledge that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

Before me personally appeared John J. Walsh, known to me to be the person who signed, sealed and delivered the foregoing instrument, and he acknowledged the same to be his free act and deed for the purpose and consideration and in the capacity therein expressed.

In WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of April, 1952.

Mary C. Gogan
MARY C. GOGAN
Notary Public

(NOTARIAL
SEAL)

My commission expires January 24, 1958.



STOR COUNTY
REGISTRY OF DEEDS
PREVENT

STOR COUNTY
REGISTRY OF DEEDS
PREVENT

SUBSCRIBING WITNESSES' AFFIDAVITS
(COMPANY)

COMMONWEALTH OF MASSACHUSETTS } ss.
COUNTY OF SUFFOLK

Personally appeared before me C. D. Goodwin, who being duly sworn, says that he saw the corporate seal of ALCOQUIN GAS TRANSMISSION COMPANY affixed to the foregoing instrument and that he also saw George R. Copeland, Vice President, and C. Russell Walton, Assistant Secretary, of said ALCOQUIN GAS TRANSMISSION COMPANY, sign and attest the same and that with E. M. Wight he witnessed the execution and delivery thereof as the act and deed of the said ALCOQUIN GAS TRANSMISSION COMPANY.

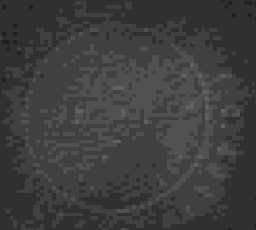
C. D. Goodwin
C. D. GOODWIN

Subscribed and sworn to before me
this 1st day of April, 1952.

Mary C. Gogan
MARY C. GOGAN
Notary Public

(NOTARIAL
SEAL)

My commission expires January 24, 1958.



MASSACHUSETTS
SUFFOLK COUNTY
REGISTER OF DEEDS
PREVENTED

MASSACHUSETTS
SUFFOLK COUNTY
REGISTER OF DEEDS
PREVENTED

MASSACHUSETTS
SUFFOLK COUNTY
REGISTER OF DEEDS
PREVENTED

MASSACHUSETTS
SUFFOLK COUNTY
REGISTER OF DEEDS
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MASSACHUSETTS
SUFFOLK COUNTY
REGISTER OF DEEDS
PREVENTED

MASSACHUSETTS
SUFFOLK COUNTY
REGISTER OF DEEDS
PREVENTED

MASSACHUSETTS
SUFFOLK COUNTY
REGISTER OF DEEDS
PREVENTED

1047 266

SUBSCRIBING WITNESSES' AFFIDAVITS
(CORPORATE TRUSTEE)

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

Personally appeared before me C. D. Goodwin who, being duly sworn, says that he saw the corporate seal of Old Colony Trust Company affixed to the foregoing instrument and that he also saw John Coulson, a Vice President, and L. W. Parker, an Assistant Secretary, of said Old Colony Trust Company, sign and attest the same, and that he, with E. M. Wight witnessed the execution and delivery thereof as the act and deed of the said Old Colony Trust Company.

C. D. Goodwin
C. D. Goodwin

Subscribed and sworn to before me
this 1st day of April, 1932.

Mary C. Hogan
MARY C. HOGAN
Notary Public

My commission expires January 24, 1938

(NOTARIAL
SEAL)

ASTOR COUNTY
REGISTRY OF DEEDS
NEW YORK

ASTOR COUNTY
REGISTRY OF DEEDS
NEW YORK

ASTOR COUNTY
REGISTRY OF DEEDS
NEW YORK

ASTOR COUNTY
REGISTRY OF DEEDS
NEW YORK

ASTOR COUNTY
REGISTRY OF DEEDS
NEW YORK

SUBSCRIBING WITNESSES' AFFIDAVITS
(INDIVIDUAL TRUSTEE)

COMMONWEALTH OF MASSACHUSETTS | ss.
COUNTY OF SUFFOLK

Personally appeared before me E. M. Wight, who being duly sworn, says that she saw the within named John J. Walsh sign, seal and as his act and deed deliver the foregoing instrument, and that she, with C. D. Goodwin witnessed the execution thereof.

E. M. Wight
E. M. WIGHT

Subscribed and sworn to before me
this 1st day of April, 1962.

Mary C. Gogan
Mary C. Gogan
Notary Public

My commission expires January 24, 1968



SUFFOLK COUNTY
REGISTRY OF DEEDS
PREVIOUS ONLY

SUFFOLK COUNTY (15-1207)
REGISTRY OF DEEDS
PREVIOUS ONLY

SUFFOLK COUNTY
REGISTRY OF DEEDS
PREVIOUS ONLY

SUFFOLK COUNTY
REGISTRY OF DEEDS
PREVIOUS ONLY

SUFFOLK COUNTY
REGISTRY OF DEEDS
PREVIOUS ONLY

SUFFOLK COUNTY
REGISTRY OF DEEDS
PREVIOUS ONLY

SUFFOLK COUNTY
REGISTRY OF DEEDS
PREVIOUS ONLY

Bristol County Registry of Deeds
PREVIEW ONLY

Bristol County Registry of Deeds
PREVIEW ONLY

1047 268

ALGONQUIN GAS TRANSMISSION COMPANY

Certificate of Assistant Secretary

I, the undersigned, duly elected assistant secretary of Algonquin Gas Transmission Company, a Delaware corporation, hereby certify as follows:

1. The following resolution was unanimously passed at a meeting of the directors of said corporation held in accordance with law and its by-laws on December 21, 1951 at which a quorum was present, and said resolution has not been rescinded or amended:

Resolved: That the President or the Vice President or the Treasurer is authorized and directed in the name and on behalf of Algonquin Gas Transmission Company, (herein called the Company) as such officer and as its agent, from time to time to sign and acknowledge, and either the Secretary or the Assistant Secretary is authorized and directed as such officer of the Company and as its agent, from time to time to affix the seal of the Company to and attest the execution of and to acknowledge and deliver Supplemental Indentures from the Company to Old Colony Trust Company and John J. Walsh as Trustees, supplementing the First Mortgage and Deed of Trust from the Company to said Trustees dated as of March 1, 1951, as supplemented, (herein called the Mortgage) the additional Supplemental Indentures authorized by this resolution to be for any of the purposes set forth in Article Seventeen of the Mortgage, each of said Supplemental Indentures hereby authorized to be in substantially the form of the Third Supplemental Indenture dated as of December 1, 1951, with appropriate changes of dates and descriptions of property and with such other changes in accordance with the Mortgage as the executing officers may approve, the execution thereof to be conclusive evidence of such approval and the signatures of the President or the Vice President or the Treasurer and the Secretary or Assistant Secretary on a Supplemental Indenture executed on behalf of the Company shall be conclusive identification for all purposes of the instrument so signed as a Supplemental Indenture authorized by this resolution, and the President and the Vice President and the Treasurer and the Secretary and Assistant Secretary, respectively, are each hereby authorized on the part of the Company to take all such other action and to make all such affidavits as may be required by law in order to make effective each of the Supplemental Indentures hereby authorized.

Bristol County Registry of Deeds
PREVIEW ONLY

Bristol County Registry of Deeds
PREVIEW ONLY

Bristol County Registry of Deeds
PREVIEW ONLY

Bristol County Registry of Deeds
PREVIEW ONLY

Bristol County Registry of Deeds
PREVIEW ONLY

2. The following persons have been duly elected and hold the offices in Algonquin Gas Transmission Company set opposite their respective names:

- Harry H. Johnson President
- George R. Copeland Vice President
- John P. Rich Treasurer
- James S. Eastham Secretary
- C. Russell Walton Assistant Secretary

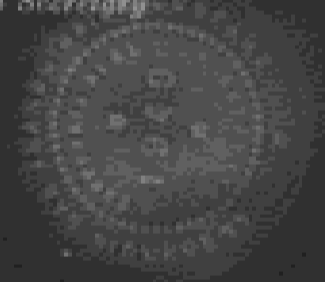
3. The signatures of the officers of the Company on the Sixth Supplemental Indenture to which this certificate is attached are genuine signatures of the officers indicated.

In Witness Whereof I have hereunto set my hand and the seal of Algonquin Gas Transmission Company this 1st day of April, 1952.

C. Russell Walton

C. RUSSELL WALTON, Assistant Secretary

(CORPORATE SEAL)



ALSTON COUNTY REGISTRY OF DEEDS PREVENT ONLY

ALSTON COUNTY REGISTRY OF DEEDS PREVENT ONLY

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ALSTON COUNTY REGISTRY OF DEEDS PREVENT ONLY

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SCHEDULE A

PART I

CONNECTICUT

(A) RIGHTS OF WAY, PRIVILEGES AND EASEMENTS

All these rights of way, privileges and easements granted by the following named grantors to Algonquin Gas Transmission Company respectively dated and recorded as follows:

Grantor	Date	Town	Recording Data	
			Volume or Date	Page
Richard H. Bruce, et al	Nov. 20, 1951	Berlin	105	74
Delroy J. McMahon, et al	Dec. 12	Berlin	103	72
Frank Brown, et al	Oct. 29	Cheshire	95	148
Oliver Figard, et al	Dec. 5	Cheshire	92	146
Oliver L. Pratt	Nov. 26	Cheshire	90	173
Christina L. Bolles, et al	Nov. 19	Columbia	91	415
John R. Dwyer, et al	Nov. 27	Columbia	91	414
Joseph Demaschuk, et al	Nov. 5	Coventry	75	208
James William Thurston, et al	Nov. 4	Coventry	75	230
Henry L. Watson, et al	Nov. 7	Coventry	75	232
Robert P. Clark	Nov. 2	Cromwell	44	457
Stacy Merv Garbocki	Oct. 22	Cromwell	44	458
Howard C. Kilpatrick, et al	Nov. 2	Cromwell	44	459
Walter McCracken	Nov. 24	Cromwell	44	456
A. N. Ferson Inc.	Nov. 15	Cromwell	44	444
Arthur T. Poole, et al	Nov. 10	Cromwell	44	455
James Gaffney	Oct. 20	Danbury	250	129
Edward O. Gilbert, et al	Sept. 6	Danbury	250	130
Edgar T. Morgan, et al	Nov. 7	Danbury	250	140
Evlyn Moore	Sept. 27	Danbury	250	179
John Paulina, Jr., et al	Nov. 21	Danbury	250	145
Percy C. Reynolds, Jr., et al	Nov. 21	Danbury	250	140
George Rupp, et al	Oct. 20	Danbury	250	178
Allen J. Abel, et al	Nov. 27	Lebanon	67	387
Eugene P. Abel	Nov. 28	Lebanon	67	396
Henry Aspinall	Dec. 1	Lebanon	67	398
Della G. Babinove	Nov. 10	Lebanon	Dec. 26, 1951	510
Valis A. Campbell	Dec. 19	Lebanon	67	399
Arthur L. Heavren, et al	Dec. 2	Lebanon	Jan. 8, 1952	
Everett Hewitt	Nov. 28	Lebanon	Dec. 19, 1951	
Michael Kollar, et al	Nov. 29	Lebanon	67	400
John N. Manning, et al	Jan. 2, 1952	Lebanon	67	409
Leon P. Mander, et al	Dec. 1, 1951	Lebanon	Jan. 8, 1952	
William P. Parkhurst, et al	Nov. 20	Lebanon	Dec. 5, 1951	
Gerrardo A. Pella	Nov. 26	Lebanon	67	392
Ferruccio H. Ransell	Dec. 1	Lebanon	67	395
Joseph Schaeffinger	Nov. 23	Lebanon	67	398
Walter Szymanski, et al	Nov. 8	Lebanon	67	390
Walter J. Wilhelm	Nov. 26	Lebanon	67	390
Max Wolf, et al	Dec. 2	Lebanon	Dec. 19, 1951	
E. Stewart Florian, Guardian	Oct. 18	Lebanon	Dec. 11, 1951	
William T. McKernan	Oct. 19	Middfield	72	525
Frank O. Anderson	Oct. 29	Middfield	72	524
Leslie Hazzard	Oct. 2	Naugatuck	100	222
John Deiken, et al	Oct. 4	Naugatuck	100	228
Katherine K. Desmond	Nov. 14	Naugatuck	100	223
Frank Garbocki	Oct. 18	Naugatuck	100	211
Charles I. B. Holmes, et al	Oct. 11	Naugatuck	100	220

CONNECTICUT (Continued)

Grantor	Date	Town	Recording Data	
			Volume or Date	Page
James H. Jackson, et al	Oct. 11	Naugatuck	165	324
Mary E. Keady	Oct. 15	Naugatuck	165	329
Murphy Advertising Company, Inc.	Oct. 11	Naugatuck	166	323
Edith J. Arreghin	Sept. 29	Newtown	166	185
Carroll M. Stanley	Sept. 11	Newtown	166	187
Ferry D. Baldwin	Dec. 28	Norwich	258	508
Harry J. Phoenix, et al	Dec. 14	Norwich	258	500
Michael W. Janssen, et al	Dec. 17	Norwich	258	507
Jack H. Linn, et al	Dec. 22	Norwich	259	500
Alfred L. Arnold	Nov. 14, 1931	Pandfret	35	419
John G. Butler	Nov. 14	Pandfret	35	428
Linaela L. Crosby, et al	Nov. 14	Pandfret	35	425
Edwin C. Fisher	Nov. 14	Pandfret	35	424
Adrianna M. Blatchin, et al	Nov. 14	Pandfret	35	422
Merrill Park, et al	Nov. 14	Pandfret	35	417
Carroll A. Tarr	Nov. 14	Pandfret	35	423
J. Perrin Townbridge	Nov. 20	Pandfret	38	427
Christian Altavaler, et al	Nov. 14	Putnam	57	479
Louis L. Grant, et al	Nov. 14	Putnam	57	482
Edward E. Page	Nov. 14	Putnam	57	480
Edith C. Tomshette, et al	Nov. 14	Putnam	57	475
Mary A. Willis, et al	Nov. 14	Putnam	57	485
John D. Woodfall	Nov. 14	Putnam	57	472

(B) REAL ESTATE OWNED BY FEE.

NORTH HAVEN

A parcel of land described in warranty deed from Allan L. Jensen to Algonquin Gas Transmission Company, dated March 18, 1932, and recorded in North Haven Land Records on March 19, 1932.

PUTNAM

A parcel of land described in warranty deed from The Connecticut Light and Power Company to Algonquin Gas Transmission Company, dated November 26, 1931, and recorded in Putnam Land Records, Volume 57, Page 597.

WATERFORD

A parcel of land described in warranty deed from Frank Megavero, Dominic Charles Megavero, Lillian Farabini, William Farabini and Joseph Megavero to Algonquin Gas Transmission Company, dated January 15, 1932, and recorded in Waterford Land Records, Volume 56, Page 391, subject to the following recorded encumbrance: (1) easement for pole line from Marion Faraci to The Southern New England Telephone Company, dated February 15, 1930, recorded in Volume 56, Page 517.

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SCHEDULE A

PART II

MASSACHUSETTS

RIGHTS OF WAY, PRIVILEGES AND EASEMENTS

All those rights, privileges and authorities granted by grants of easements or rights of way from the following named grantors to Algonquin Gas Transmission Company respectively dated and recorded as follows:

Grant of Easement Grantors	Date, 1902	Recording Data	
		Worcester Registry of Deeds Book	Page
Mary F. McNamara	Jan. 28	3002	86
Ferry K. and Sadie A. Love	Jan. 31	3002	104
Yetta Fisher	Jan. 28	3002	106
Florence B. Cairns	Jan. 28	3002	99
Charles S. Fortan	Jan. 29	3002	901
Julian J. Verboest and Violette M. Verboest	Jan. 9	3004	73
Joseph B. and Lucinda Brothers	Jan. 4	3004	70
Roger J. and Pauline C. Cournoyer	Jan. 4	3004	79
Louis Daigle, Jr. and Anna Daigle	Jan. 8	3004	80
Helenina Petrovsky	Jan. 8	3004	82
T. Day and Ruth S. Weaver	Jan. 8	3004	83
Sam M. and Claire V. Pettit	Jan. 7	3004	84
Charles Manduski	Jan. 4	3004	85
A. D. and Y. Deane	Jan. 7	3004	87
Normand G. and Bertha E. Harrel	Jan. 7	3004	89
Achille D. Profontaine	Jan. 4	3004	92
Jean B. and Anna Mandorelle	Jan. 7	3004	94
Arthur M. Whipple	Jan. 7	3004	97
John Wright	Jan. 14	3009	114
Margerie L. Nash	Jan. 10	3009	118
Agitta Domonai	Jan. 14	3050	119
Fred E. and Natalie C. Small	Jan. 22	3062	93
John F. Keene	Jan. 23	3062	94
Lillian B. Shannon	Jan. 18	3060	442
	Date	Worcester Registry of Deeds	
William H. and Mary E. Bowen	Feb. 15, 1902	3239	111
Albert R. and Adin T. Danich	July 25, 1901	3205	417
Lillian E. Warfield	Dec. 4, 1901	3249	408

SCHEDULE A

PART III

New Jersey

All those rights, privileges and authorities granted by grants of easement from the following named grantors to Algonquin Gas Transmission Company respectively dated and recorded as follows:

Grant of Easement		Recording Data		
Grantor	Date	County Clerk's Office	Book or Date	Page or Instrument No.
A. Lowell Case & J. Woodrow Case	June 25, 1954	Somerset	761	p. 249
Anna M. Dadds	June 25, 1953	Somerset	765	p. 247
Anna C. Hall et al.	July 7, 1953	Somerset	762	p. 268
Angelo Romano et al.	Apr. 27, 1954	Somerset	768	p. 5
Giuseppe Giannelli, et al.	May 28, 1954	Somerset	759	p. 431
Alvan V. N. Pouchon, et al.	Sept. 8, 1951	Somerset	700	p. 247
Joseph Ripoli et al.	Aug. 12, 1951	Somerset	765	p. 153
The Village Realty Associates	June 24, 1951	Somerset	761	p. 242
William Nagley, et al.	June 24, 1951	Somerset	761	p. 237
Henry N. Tenney	June 4, 1951	Somerset	759	p. 71
John Bernick, et al.	July 12, 1951	Somerset	762	p. 441
Samuel M. Weinberg	Oct. 20, 1951	Somerset	774	p. 264
Paul G. Dedmon, et al.	Nov. 17, 1951	Somerset	779	p. 258
Antonio Costanzo et al.	Jan. 25, 1952	Morris	Feb. 4, 1952	228820
Harold Payne	Nov. 12, 1951	Morris	L-11	p. 11
Alvan L. Snyder, et al.	Nov. 14, 1951	Morris	N-51	p. 122
O. H. Forthner	Nov. 16, 1951	Morris	N-51	p. 356
Howard Payne	Dec. 1, 1951	Morris	O-51	p. 407
Howard Payne	Nov. 27, 1951	Morris	O-51	p. 402
Benjamin William Dudley, et al.	Nov. 28, 1951	Morris	N-51	p. 308
Henry A. Dolente	Dec. 20, 1951	Morris	Jan. 29, 1952	228821
Norah Gray Francis	Jan. 31, 1952	Morris	Feb. 14, 1952	228989
Peter H. H. Prolinghjian, et al.	Nov. 20, 1951	Morris	N-51	p. 113
Benjamin F. Miesner, et al.	Nov. 19, 1951	Morris	N-51	p. 366
John W. Cantley, et al.	Jan. 18, 1952	Morris	Jan. 31, 1952	228774
Victor H. Lynn, et al.	Jan. 15, 1952	Morris	Jan. 23, 1952	228822
Warren B. Nelson, et al.	Jan. 12, 1952	Morris	Jan. 22, 1952	228733
Facis Realty Corporation	Feb. 4, 1952	Morris	Feb. 12, 1952	228879
Edith K. Jackson	Dec. 8, 1951	Morris	G-51	p. 411
Troy Hills Game Association, Inc.	Dec. 10, 1951	Morris	P-51	p. 207
William E. Fadden, et al.	Feb. 12, 1952	Morris	Feb. 26, 1952	229326
Stephen H. Chadli et al.	Feb. 12, 1952	Morris	Feb. 24, 1952	229320
Louis Pressmore et al.	Feb. 11, 1952	Morris	Feb. 25, 1952	229342
Allice K. Bourne, et al.	Feb. 5, 1952	Morris	K-51	p. 155
Kenneth H. Damber et al.	Nov. 24, 1951	Morris	P-51	p. 203
Herman Meyer, Jr., et al.	Feb. 6, 1952	Morris	Feb. 14, 1952	229379
Charles S. Yalcho	Aug. 27, 1951	Morris	A-51	p. 528
Richard Koops	Nov. 12, 1951	Morris	N-51	p. 393
Charles Hunt, et al.	Sept. 15, 1951	Morris	D-51	p. 489
John B. Vienne et al.	Sept. 24, 1951	Morris	D-51	p. 492
Edith M. Stapler	Nov. 15, 1951	Morris	M-51	p. 28
Earle N. Cutler	Nov. 15, 1951	Morris	N-51	p. 171
			N-51	p. 336

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SCHEDULE A

PART IV

New York

RIGHTS OF WAY, PRIVILEGES AND EASEMENTS

All these rights of way, privileges and easements in, over or under real estate located in the State of New York granted by the following named grantors to Algonquin Gas Transmission Company respectively dated and recorded as follows:

Grantor	Date	County	Volume, Book or Date	Page or Instrument Number
Ralph E. Temple	October 21, 1951	Rockland	535	275
Trustees of the Catherine Beartlett Suffern Endowment Fund of Christ Church of Suffern	February 7, 1952	Rockland	529	297
Samuel W. Munkley and Carrie F. Munkley	October 22, 1951	Rockland	534	292
Robert K. Manning and Eva S. Man- ning	December 28, 1951	Rockland	539	1
Arnold E. Chigg	February 4, 1952	Rockland	539	284
Hermina A. Melinger	February 15, 1952	Rockland	539	217
Josephine P. Booth	October 18, 1951	Rockland	534	523
Kakke Farms, Inc.	October 29, 1951	Rockland	539	6
Alphonse F. Switzer and Martha A. Switzer	January 5, 1952	Rockland	539	62
Ernest Berger and Emma Berger	October 19, 1951	Rockland	535	127
Hita P. Miller	October 17, 1951	Rockland	534	125
William T. Chapman and Adella J. Chapman	December 28, 1951	Rockland	537	491
David E. Hines and Barbara A. Hines	December 29, 1951	Rockland	537	390
Alfred R. Haight and Eleanor Haight	January 2, 1952	Westchester	5001	404
Michael Lorenz and Helen E. Lorenz	February 5, 1952	Westchester	5029	276
Andrew Mendick and Catherine Men- dick	February 12, 1952	Westchester	5029	268
Walter A. Rollenberg	February 28, 1952	Westchester	5023	1
Henry A. Lovinsbury	November 28, 1951	Westchester	5022	353
Ruth E. Bachman and Louise E. Lynde	February 4, 1952	Westchester	5029	329
George Mead	January 17, 1952	Westchester	5032	26
Walter Burnett and Halle Burnett	February 6, 1952	Westchester	5029	354
Edgar Bergman and Emily Bergman	December 4, 1951	Westchester	5052	110
Louis Tash	January 14, 1952	Westchester	5054	114
Otto Dahl and Signe Dahl	February 25, 1952	Westchester	5059	329
Anna Dippelt	February 6, 1952	Westchester	5059	281

New York (Continued)

Grantor	Date	County	Volume, Book or Page	Page or Instrument Number
Frank Orlowski	February 1, 1932	Westchester	5068	248
Anna Bremer	February 3, 1932	Westchester	5069	467
Norman C. Lawson, Albert E. Lawson and Elizabeth M. Lawson	December 19, 1931	Westchester	5071	274

SCHEDULE A

PART V

RHODE ISLAND

(A) RIGHTS OF WAY

All those rights, privileges, and authorities granted by grants of easement from the following named grantors to Algonquin Gas Transmission Company respectively dated and recorded as follows:

Grantor	Date 1931	City or Town	Book	Page
Alton K. Rodzik	Sept. 17	Barrillville	431	38
Earl H. Tuft and Ellen T. Scigwick	July 2	Barrillville	431	8
Alfred Valcourt	July 2	Barrillville	431	9
Lorraine L. N. Riley	July 6	Barrillville	431	10
Earl Arnald, Philip Lane, and Rowell Malroy	July 12	Barrillville	431	12
Adeline L. Barker	Dec. 7	Barrillville	431	39
United States of America and State of Rhode Island (3-year lease only)	Nov. 8	Barrillville	54	158
Henry Jarvis	Aug. 21	Barrillville	431	30
Eda May Thayer, Laura J. Thayer, and Martha T. Green; Ann Thayer Stann	Aug. 7 and Sept. 22	Barrillville	431	22
Francis Bennett and Alice Bennett	July 7	Barrillville	431	33
Town of Barrillville	July 27	Barrillville	431	39

(B) PROPERTY OWNED IN PIE

Town of Portsmouth

That land conveyed to Algonquin Gas Transmission Company by deed dated November 6, 1931, from John B. Silva, and received for record by the Town Clerk of the Town of Portsmouth on November 8, 1931, at 3 p.m., and described as follows:

- NORTHERLY on Old Mill Lane, one hundred (100) feet;
- EASTERLY on land of the grantor, one hundred fifty (150) feet;
- SOUTHERLY on said land of the grantor, one hundred (100) feet; and
- WESTERLY on land of Mary J. Martins, one hundred fifty (150) feet.

ASTOR COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

ASTOR COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

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SCHEDULE B

Locations of real estate, rights of way, privileges, easements or other interests in real estate and tangible personal property of Algonquin Gas Transmission Company in Connecticut, Massachusetts, New Jersey, New York and Rhode Island.

CONNECTICUT

City or Town

- Danbury
- Bothel
- Brookfield
- Newtown
- Southbury
- Oxford
- Middlebury
- Naugatuck
- Prospect
- Waterbury
- Cheshire
- Southington
- Berlin
- Middletown
- Cromwell
- Rocky Hill
- Glastonbury
- Hebron
- Andover
- Coventry
- Mansfield
- Wallingford
- Hamden
- North Haven
- Wethersfield
- Columbia
- Lebanon
- Franklin
- Norwich
- Windham
- Waterford
- Preston
- Meriden
- East Hartford
- Hampton
- Ledyard
- Stonington

ASTOR COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

ASTOR COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

ASTOR COUNTY
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PROPERTY ONLY

ASTOR COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

ASTOR COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

SCHEDULE B (Continued)

CONNECTICUT (Continued)

City or Town

North Stonington
 New London
 Montville
 East Haven
 New Haven
 Chaplin
 Eastford
 Pomfret
 Putnam
 Thompson
 Lisbon

MASSACHUSETTS

City or Town

County

Seekonk	Bristol
North Attleboro	Bristol
Somerset	Bristol
City of Attleboro	Bristol
Rehoboth	Bristol
Dighton	Bristol
Berkeley	Bristol
Freetown	Bristol
Dartmouth	Bristol
Westport	Bristol
City of Taunton	Bristol
New Bedford	Bristol
Uxbridge	Worcester
Millville	Worcester
Blackstone	Worcester
Mendon	Worcester
Milford	Worcester
Bellingham	Norfolk
Medway	Norfolk
Braintree	Norfolk
Millis	Norfolk
Randolph	Norfolk

ASTOR COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

ASTOR COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

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SCHEDULE B (Continued)

MASSACHUSETTS (Continued)

City or Town	County
Dover	Norfolk
Needham	Norfolk
Franklin	Norfolk
Wrentham	Norfolk
Westwood	Norfolk
Norwood	Norfolk
Wellesley	Norfolk
Newton	Middlesex
Weston	Middlesex
Waltham	Middlesex
Lexington	Middlesex
Arlington	Middlesex
Belmont	Middlesex
Holliston	Middlesex
Sherborn	Middlesex
Medford	Middlesex
Cambridge	Middlesex
Somerville	Middlesex
Everett	Middlesex
Plymouth	Plymouth
Brockton	Plymouth
Rochester	Plymouth
Wareham	Plymouth
Boston	Suffolk

New Jersey

Municipality	County
Middlesex Borough	Middlesex
West Anwell Township	Hunterdon
East Anwell Township	Hunterdon
Raritan Township	Hunterdon
Hendington Township	Hunterdon
Flemington Borough	Hunterdon
Hillsborough Township	Somerset
Branchburg Township	Somerset
Bridgewater Township	Somerset
Bernards Township	Somerset
Somerville Borough	Somerset

ASTOR COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

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ASTOR COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

SCHEDULE B (Continued)

New Jersey (Continued)

Municipality	County
Harding Township	Morris
Morris Township	Morris
Hanover Township	Morris
Parsippany-Troy Hills Township	Morris
Montville Township	Morris
Kinnelon Borough	Morris
Poquannock Township	Morris
Rivendale Borough	Morris
Madison Borough	Morris
Bloomingsdale Borough	Passaic
L'Ampton Lakes Borough	Passaic
Wanaque Borough	Passaic
Oakland Borough	Bergen
Mahwah Township	Bergen

New York

City or Town	County
Ramapo	Rockland
Haverstraw	Rockland
Stony Point	Rockland
Cortlandt	Westchester
Peekskill	Westchester
Yorktown	Westchester
Somers	Westchester
Southeast	Putnam

RHODE ISLAND

City or Town
Burrillville
Cumberland
Pawtucket
East Providence
Warren
Tiverton
Portsmouth
North Smithfield
Lincoln
Bristol
Westerly

Received & recorded April 9 1952 3 P. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY OFFICE

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY OFFICE

1047 280

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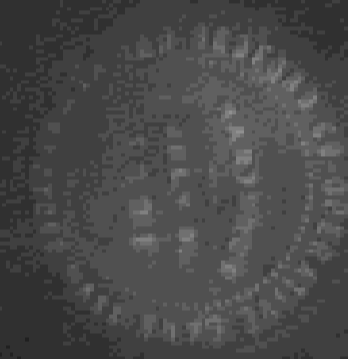
The NEW BEDFORD CO-OPERATIVE BANK, holder of a mortgage
from Walter T. Barker
to it, dated April 28, 1948 recorded with Bristol County S. D. Registry
of Deeds, Book 939 Page 574

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 18th day of April 1952

NEW BEDFORD CO-OPERATIVE BANK

By *Eugene F. Phelan*
Treasurer.



COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. April 18, 1952

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

Received & recorded April 19 1952 at 9 Am. 35 min. A.M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY OFFICE

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY OFFICE

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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY OFFICE

Di.
5/13/54
1115-167

3037

We, Walter T. Barker and Roseanne E. Barker

of Dartmouth 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 Seventy-five Hundred (7500) 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 and New Bedford bounded and described as follows:

First Parcel: land in Dartmouth bounded:

- Northerly by Sheldon Street, seventy (70) feet;
 - Easterly by the Dartmouth-New Bedford Town Line, ninety-one and 11/100 (91.11) feet;
 - Southerly by lot #28 on plan hereinafter mentioned, sixty-nine and 54/100 (69.54) feet; and
 - Westerly by lot #18 on said plan, ninety-two and 52/100 (92.52) feet.
- Containing twenty-three and 53/100 (23.53) rods, more or less.

Being lot #19 on plan of land of Sheldon B. Judson dated January 23, 1939 and filed in Bristol County (S.D.) Registry of Deeds, Plan Book 32, Page 30.

Being the same premises conveyed to Walter T. Barker by deed of Charles F. Judge dated April 28, 1948 recorded with said registry book 942, page 49. See also deed from Margaret E. McHugh to us dated October 20, 1948 recorded in Book 952, Page 387.

The above described premises are subject to restrictions as set forth in a deed given by Gordon F. Judson to Charles F. Judge, et ux dated March 16, 1948 recorded in said Registry of Deeds, in book 826, page 323.

REGISTERED LAND

Second Parcel: land in New Bedford bounded:

- Northerly by Sheldon St., forty-nine and 78/100 (49.78) feet;
- Easterly by Lot 13 on plan hereinafter mentioned, ninety and

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REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
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BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENTED

BOSTON COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

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

1047 282

13/100 (90.13) feet;

Southerly by Lot 7 on said plan, fifty-two (52) feet; and

Westerly by land now or formerly of St. Luke's Hospital of New Bedford et al, ninety-one and 11/100 (91.11) feet.

Said land is shown as Lot 12 on plan 16688A drawn by Samuel H. Corse, Surveyor, dated October 30, 1937 as modified and approved by the court and filed in the Land Registration Office at Boston, a copy of a portion of which is filed in Bristol County (S.D.) Registry of Deeds in Land Registration Book 13, page 61, with Certificate of Title No. 2811.

For title see certificate of title No. 4359.

Said land is subject to restrictions as set forth in a deed given by Sheldon B. Judson to Charles F. Judge et ux, dated December 19, 1942, filed and registered as Document No. 8656.

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, mats, 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 as far as the same are or can by agreement of parties, be made a part of the realty.

This mortgage is upon the statutory condition and upon the further condition that the provisions of General Laws Chapter 170 Sections 36 A, B, C, and D (Act of 1941, Chapter 293) and any amendments thereof shall at all times be complied with and upon the further condition that the mortgagor shall pay to the mortgagee monthly, in addition to all other payments hereinbefore set forth, an amount equal to one-twelfth (1/12) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall become due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory condition; the amount to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year.

This mortgage is upon the statutory condition, and upon the further condition that the mortgagor will keep the improvements now existing or hereafter erected on the mortgaged premises insured as may be required from time to time by the mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as it may require.

BOSTON COUNTY
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BOSTON COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

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

BOSTON COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

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- of said mortgagee
_____ -wife-

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

Witness OUR hand and seal this 18th day of April 19 52.

Witness: Cecil H. Whittier
Walter T. Barker
Rosanna E. Barker

The Commonwealth of Massachusetts

Bristol ss. April 18, 1952.

Then personally appeared the above named Walter T. Barker and Rosanna E. Barker

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

Cecil H. Whittier
Notary Public - State of Mass.

CECIL H. WHITTIER
Notary Public - State of Mass.
My Commission Expires Dec. 31, 1954

Recorded & recorded April 17 1952 at 9 hrs & 36 min. A.M.

Bristol County
Registry of Deeds
PREVIOUS ONLY

Bristol County
Registry of Deeds
PREVIOUS ONLY

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Bristol County
Registry of Deeds
PREVIOUS ONLY

1047 284

3040

We, Joseph Draper Jr. and Annella Draper, husband and wife, of New Bedford, now of 967 No. Chester Avenue, Pasadena, California, for consideration paid grant to Anthony S. Sylvia and Ellen Sylvia, husband and wife, as joint tenants and not as tenants by the entirety, of said New Bedford,

with warranty covenants

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

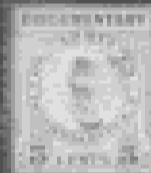
(Description and measurements, if any)

On the north by Sassaquin Pond; on the east by lot #835 on plan hereinafter described 124 feet more or less; on the south by the north line of Tobey Street, 50 feet; on the west by lot #838 on said plan 88.5 feet more or less.

Being lots #836 and 837 on plan of Horton Acres made by P. T. Westcott, C.E. dated April 1915 on file in Bristol County S. D. Registry of Deeds, book of plans 14 page 19.

Being the same premises conveyed to us by deed of Ferdinand Gagne et ux dated July 30, 1942 and recorded in said Registry, book 857 page 260.

Said premises are conveyed subject to the taxes for 1952 which the grantees assume and agree to pay.



We,

ANNELLA DRAPER, said grantor, S,

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

Witness our hands and seal this 14th day of April 1952

Joseph Draper Jr.
Annella Draper

Los Angeles County STATE OF CALIFORNIA
Pasadena, April 14 1952

appeared the above named Joseph Draper Jr. and Annella Draper and acknowledged the foregoing instrument to be their free and voluntary deed before me

M. J. COCHRANE
Notary Public
October 15, 1954



April 17, 1952, 11 hrs. & 57 min. A.M.

BOSTON COUNTY
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PRIVATE ONLY

BOSTON COUNTY
REGISTRY OF DEEDS
PRIVATE ONLY

1047 286

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 mortgagee shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

The mortgagee for the consideration aforesaid furthermore covenants with the mortgagee as follows:—
to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon, to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property heretofore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagee may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagee's loans or mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgages the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon.

BOSTON COUNTY
REGISTRY OF DEEDS
PRIVATE ONLY

BOSTON COUNTY
REGISTRY OF DEEDS
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PRIVATE ONLY

BOSTON COUNTY
REGISTRY OF DEEDS
PRIVATE ONLY

I, Hilda R. Lanarre, wife of said grantor,

release to the mortgagee all rights of ~~owner~~ ~~interest~~ and other interests in the granted premises.

WITNESS our hands and common seal this 10/17 day of April in the year one thousand four hundred and fifty-two.

Signed, sealed and delivered
in presence of

Robert C. ...
Lynne M. Chyba

G. Raymond Lanarre
Hilda R. Lanarre

Commonwealth of Massachusetts

New Bedford, April 18 1952

here personally appeared the above-named G. Raymond Lanarre

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

Robert C. ...
Notary Public

My commission expires 7/18/54

April 17, 1952, at 9 o'clock and 23 minutes A.M.

MASSACHUSETTS
REGISTER OF DEEDS
NEW BEDFORD

MASSACHUSETTS
REGISTER OF DEEDS
NEW BEDFORD

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MASSACHUSETTS
REGISTER OF DEEDS
NEW BEDFORD

1047 288

3039

I, Joseph B. Goldman, married, of Dartmouth, Bristol County, and Commonwealth of Massachusetts

for consideration paid grant to the NEW BEDFORD FIVE CENTS SAVINGS BANK, a corporation established by authority of the Commonwealth of Massachusetts and doing business in New Bedford in the County of Bristol in said Commonwealth, with mortgage covenants to secure the payment of

FOURTEEN THOUSAND

(\$14,000.00)

Dollars

XXXXXXXXXXXX payable quarterly, as provided

in my note of even date, and also to secure the performance of all agreements herein contained, the land with the buildings thereon situated in New Bedford, said County and Commonwealth, bounded and described as follows:

PARCEL ONE:

BEGINNING at the northwest corner thereof, at the intersection of the easterly line of Rounds Street and the southerly line of Arnold Street;

thence SOUTHERLY in the easterly line of Rounds Street seventy-five and 34/100 (75.34) feet;

thence EASTERLY forty-eight and 33/100 (48.33) feet to other land of said Joseph B. Goldman;

thence NORTHERLY by last named land in a line parallel with the easterly line of Rounds Street, seventy-five and 52/100 (75.52) feet to a stake in the south line of Arnold Street; and

thence WESTERLY in the south line of Arnold Street forty-eight and 33/100 (48.33) feet to the point of beginning.

Containing thirteen and 4/10 (13.4) rods, more or less.

PARCEL TWO:

BEGINNING at the northwesterly corner thereof at a stake in the southerly line of Arnold Street, distant therein forty-eight and 33/100 (48.33) feet easterly from the east line of Rounds Street;

thence EASTERLY in the south line of Arnold Street forty-eight and 34/100 (48.34) feet to a stake;

thence SOUTHERLY in a line parallel with the east line of Rounds Street seventy-five and 50/100 (75.50) feet;

thence WESTERLY forty-eight and 34/100 (48.34) feet;

thence NORTHERLY seventy-five and 52/100 (75.52) feet to the point of beginning.

Containing thirteen and 40/100 (13.40) rods, more or less.

1073-388
Dine 1/21/52

BRISTOL COUNTY MASSACHUSETTS
RECORDS OF DEEDS
1914

BRISTOL COUNTY MASSACHUSETTS
RECORDS OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
RECORDS OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
RECORDS OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
RECORDS OF DEEDS

For title to these two parcels see deed of Armand E.

LaFrance, et ux to me dated March 20, 1952 and recorded in Bristol County S.D. Registry of Deeds, book 1045, page 251.

Including as part of the realty, all portable or seasonal buildings at any time placed upon said premises and all fixtures, ranges, heaters, plumbing, gas and electric fixtures, screens, masts, screen doors, storm doors and windows, oil burners, gas burners and all other fixtures of whatever kind and nature at present or hereafter installed in or on the granted premises in any manner which renders such articles usable in connection therewith, so far as the same are or may be by agreement of the parties hereto, be made a part of the realty.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale, and upon the further condition that the mortgagee shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

The mortgagee for the consideration aforesaid furthermore covenants with the mortgagee as follows:—
to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property heretofore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale and the surrender of said policies the mortgagee in addition to the 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 mortgagee may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagee's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgages the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon.

BRISTOL COUNTY
REGISTRY OF DEEDS
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ASTON COUNTY
REGISTER OF DEEDS
PRIVATE COPY

ASTON COUNTY
REGISTER OF DEEDS
PRIVATE COPY

1047 290

I, Edith A. Goldman, wife of said grantor

relieve to the mortgage all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this eighteenth day of April in the year one thousand nine hundred and fifty-two.

Signed, sealed and delivered
in presence of

Bryant Prescott
by Edith

Joseph B. Goldman
Edith A. Goldman

Commonwealth of Massachusetts

Noted at New Bedford, 18 April 19 52

Then personally appeared the above-named Joseph B. Goldman

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

Notary Public

Bryant Prescott
Notary Public

My commission expires 10 June 19 53

April 18, 1952. at 11 o'clock and 19 minutes A.M.

ASTON COUNTY
REGISTER OF DEEDS
PRIVATE COPY

ASTON COUNTY
REGISTER OF DEEDS
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ASTON COUNTY
REGISTER OF DEEDS
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ASTON COUNTY
REGISTER OF DEEDS
PRIVATE COPY

3043

WE, WILLIAM R. CHAPUT and ALICE K. CHAPUT, 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

TWENTY FIVE HUNDRED (\$2500) Dollars

to or within fifteen years, *beginning* from this date, with interest thereon, payable in monthly
installments as provided in a note of even date, the land with the buildings thereon, situated in said Dartmouth,
bounded and described as follows:

DB-
3/14/61
1334-378

FIRST PARCEL

BEGINNING at the southwest corner of the premises at a
point in the north line of Lexington Avenue, which said point is distant
easterly three hundred fifty-three and 30/100(353.30) feet from the
point of intersection of the east line of Slocum Road with the north
line of Lexington Avenue;

thence running EASTERLY in said line of Lexington Avenue fifty
(50) feet;

thence turning and running northerly eighty-three and 85/100
(83.85) feet;

thence turning and running westerly fifty (50) feet, more or
less, to the northeast corner of lot #37 on the hereinafter mentioned
plan, and

thence turning and running southerly eighty-four and 24/100
(84.24) feet to the said north line of Lexington Avenue.

Being lot #38 on "Revised Plan Property of the Buttonwood
Heights Realty Company, June 1921, Edward F. Malally, Surveyor" filed with
Bristol County S. D. Registry of Deeds, plan book 20, page 79.

Bounded WESTERLY by lot #37; NORTHERLY by lot #22; EASTERLY
by lot #39 and SOUTHERLY by said Lexington Avenue. All as shown on said
plan.

SECOND PARCEL

BEGINNING at the southeast corner of the premises at a point
in the northerly line of Lexington Avenue, which said point is distant
westerly three hundred forty-nine and 1/100 (349.01) feet from the point
of intersection of said north line of Lexington Avenue with the westerly
line of Buttonwood Avenue;

thence running westerly in said line of Lexington Avenue
fifty (50) feet;

thence turning and running northerly eighty-three and 85/100
(83.85) feet;

thence turning and running easterly fifty (50) feet, more or
less, to the northwest corner of lot #40 on the hereinabove mentioned
plan;

thence turning and running southerly eighty-three and 47/100
(83.47) feet to the said northerly line of Lexington Avenue and the point
of beginning.

Containing fifteen and 36/100(15.36) square rods, more or
less.

Being lot #39 on "Revised Plan Property of The Buttonwood
Heights Realty Co." hereinabove referred to.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREPARED ONLY

ASTON COUNTY
REGISTRY OF DEEDS
PREVENTED

ASTON COUNTY
REGISTRY OF DEEDS
PREVENTED

1047 292

Bounded SUTHERLY by Lexington Avenue; WESTERLY by lot #18; NORTHERLY by lot #23; and EASTERLY by lot #40, all as shown on said plan.

The above two parcels being subject to restrictions of record insofar as the same are now in force and applicable.

For title to the above parcels see deed of Grover C. Johnson, et ux to us dated June 25, 1949, recorded in said Registry, book 958, page 260 and deed of The Buttonwood Heights Realty Company to us dated June 25, 1949 recorded in said Registry, book 958, page 259.

The above parcels are subject to a mortgage to the New Bedford Institution for Savings.

ASTON COUNTY
REGISTRY OF DEEDS
PREVENTED

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, mats, screens doors, storm doors and windows, oil burners, gas lanterns and all other fixtures of whatever kind and nature at present or hereafter installed in or on the granted premises in any manner which renders such articles usable in connection therewith, so far as the same are or can by agreement of the parties hereto, be made a part of the realty.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale, and upon the further condition that the mortgagor shall pay to the mortgagee monthly, if requested by the mortgagee, in addition to all other payments hereinafter set forth, an amount equal to one-twelfth (1/12th) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall come due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory conditions; the amount to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year, and upon the further condition that the mortgagor shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

Failure to comply with the conditions under which this mortgage is written or failure to pay any of said installments when the same become due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

The mortgagor for the consideration aforesaid 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 hereinafter referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premiums thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale

ASTON COUNTY
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ASTON COUNTY
REGISTRY OF DEEDS
PREVENTED

and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagee may retain a commission of one (1%) per centum of the purchase money for making said sale, to pay to the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgage therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended, in case the mortgagee's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgage the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon.

We, the said grantors, being husband and wife,

do hereby give and warrant unto the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESSES our hands and common seal this 18th day of April in the year one thousand nine hundred and fifty-two.

Signed, sealed and delivered in presence of

Alfred Case

William R. Chaput

Gulf

Alma H. Chaput

Commonwealth of Massachusetts

Notary at New Bedford, April 18 1952.

Then personally appeared the above-named William R. Chaput and acknowledged the foregoing instrument to be his free act and deed.

Alfred Robert Case
Notary Public

before me My commission expires 7/18 1958
April 18 1952 at 10 o'clock and 8 minutes P.M.

MASSACHUSETTS
SHERIFF
RECORDS
1047

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SHERIFF
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MASSACHUSETTS
SHERIFF
RECORDS
1047

1047 294

3049

3/4/51
1209-187

We, Michael DePierre and Mildred DePierre, Husband and wife, of New Bedford, Bristol County and Commonwealth of Massachusetts

for consideration paid grant to the NEW BEDFORD INSTITUTION FOR SAVINGS, a corporation established by authority of the Commonwealth of Massachusetts and doing business at New Bedford in the County of Bristol in said Commonwealth, with mortgage covenants to secure the payment of

FIFTY NINE HUNDRED (\$5900.00) Dollars
in or within twenty years, ~~from~~ 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 Fairhaven, said County and Commonwealth, bounded and described as follows:

BEGINNING at a point in the west line of Thompson Street, formerly called Oak Avenue, at the southeast corner of land now or formerly of Mary Sweeney;

thence SOUTHERLY in said west line of Thompson Street, formerly called Oak Avenue, seventy-six (76) feet to land now or formerly of one Babbitt;

thence WESTERLY in line of said Babbitt land to land formerly of one Mulberry now said to be owned by Albert Anderson;

thence NORTHERLY in line of said Anderson land to said Sweeney land; and

thence EASTERLY in line of said Sweeney land one hundred forty-eight and 5/10 (148.5) feet to the point of beginning.

Containing about forty-one and 5/10 (41.5) square rods of land.

Being the same premises conveyed to us by deed of Morris P. Fox, et al, of even date to be recorded herewith.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PRIVATE

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PRIVATE

BRISTOL COUNTY MASSACHUSETTS
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BRISTOL COUNTY MASSACHUSETTS
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BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PRIVATE

ASTORIA COUNTY REGISTER OFFICE

ASTORIA COUNTY REGISTER OFFICE

ASTORIA COUNTY REGISTER OFFICE

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, matches, screen doors, storm doors and windows, oil burners, gas burners and all other fixtures of whatever kind and nature at present or hereafter installed in or on the granted premises in any manner which renders such articles usable in connection therewith, so far as the same are or can be by agreement of the parties hereto, be made a part of the realty.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale, and upon the further condition that the mortgagor shall pay to the mortgagee monthly, if requested by the mortgagee, in addition to all other payments heretofore set forth, an amount equal to one-twelfth (1/12th) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall come due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory condition, the amount to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year, and upon the further condition that the mortgagor shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

Failure to comply with the conditions under which this mortgage is written or failure to pay any of said installments when the same 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 taxes which may be given or reserved for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property heretofore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale

ASTORIA COUNTY REGISTER OFFICE

ASTORIA COUNTY REGISTER OFFICE

ASTORIA COUNTY REGISTER OFFICE

WALTON COUNTY
REGISTER OF DEEDS
WALTON COUNTY

WALTON COUNTY
REGISTER OF DEEDS
WALTON COUNTY

1017 256

and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagee may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay to the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgage therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagee's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgage the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon.

he, 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 curtesy seal this 18th day of April in the year one thousand nine hundred and fifty-two.

Signed, sealed and delivered in presence of

Alfred Cove
Gall

Michael De Pierre
Milled De Pierre

Commonwealth of Massachusetts

Noted at New Bedford April 18 1952

Then personally appeared the above-named Michael DePierre and acknowledged the foregoing instrument to be his free act and deed.

Alfred Cove
Notary Public

before me

My commission expires

April 18

1952

at

1 o'clock and

57

minutes P.M.

7/18 1958

WALTON COUNTY
REGISTER OF DEEDS
WALTON COUNTY

WALTON COUNTY
REGISTER OF DEEDS
WALTON COUNTY

WALTON COUNTY
REGISTER OF DEEDS
WALTON COUNTY

WALTON COUNTY
REGISTER OF DEEDS
WALTON COUNTY

3054

We, Richard G. Bryan and Myra M. Bryan, husband and wife, of Scotia, Schenectady County, New York

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

EIGHT THOUSAND (\$8,000.00) Dollars

in or within twenty years *beginning* from this date, with interest thereon, payable in monthly

installments as provided in a note of even date, the land, with the buildings thereon situated in Fairhaven,

Bristol County, Commonwealth of Massachusetts, bounded and described

as follows:

BEGINNING at the east line of Laurel Street ten and 41/100 (10.41) feet south of the centre line of a stone wall, being the southwest corner of a lot shown on a plan drawn by Albert B. Drake, C.E., dated June 20, 1911 and filed in Bristol County S.D. Registry of Deeds, plan book 8, page 48, and marked on said plan by an arrow and the words "Deed of Sarah C. Church to Mary L. Bennett";

thence EASTERLY in the southerly line of said lot so shown on said plan, one hundred eighteen and 33/100 (118.33) feet to a wall;

and thence across said wall in the same course and in the northerly line of a triangular lot shown on said plan and marked thereon by another arrow and the words "Deed of Mary L. Bennett to Sarah C. Church", thirty-five and 67/100 (35.67) feet, making the total distance of the southerly line of the land hereby mortgaged one hundred fifty-four (154) feet;

thence NORTHERLY in a line parallel with the east line of said Laurel Street sixty-six (66) feet;

thence WESTERLY in a line parallel with the southerly line of the lot hereby mortgaged one hundred fifty-four (154) feet to the east line of said Laurel Street;

thence SOUTHERLY in said east line of said Laurel Street sixty-six (66) feet to the place of beginning.

Containing thirty-seven and 33/100 (37.33) square rods, more or less.

Being the same premises conveyed to us by deed of Edward L. Ryan, of even date to be recorded herewith.

Dec 21/60 1305-233

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
RECORDS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
RECORDS ONLY

BRISTOL COUNTY MASSACHUSETTS
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RECORDS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
RECORDS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
RECORDS ONLY

1047 298

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 hereinafter set forth, an amount equal to one-twelfth (1/12th) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall become due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory conditions; the amount to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year, and upon the further condition that the mortgagor shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

Failure to comply with the conditions under which this mortgage is written or failure to pay any of said 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 shall 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 hereinafter referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance, that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagor may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay to the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagee's loans or mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgage the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon;

ASTON COUNTY REGISTER OF DEEDS PROPERTY ONLY

ASTON COUNTY REGISTER OF DEEDS PROPERTY ONLY

ASTON COUNTY REGISTER OF DEEDS PROPERTY ONLY

ASTON COUNTY REGISTER OF DEEDS PROPERTY ONLY

ASTON COUNTY REGISTER OF DEEDS PROPERTY ONLY

ASTON COUNTY REGISTER OF DEEDS PROPERTY ONLY

ASTON COUNTY REGISTER OF DEEDS PROPERTY ONLY

ASTON COUNTY
REGISTER OF DEEDS
PREMIER

1047

ASTON COUNTY
REGISTER OF DEEDS
PREMIER

We, the said grantors, being husband and wife,

1047 299

release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this eighteenth day of April in the year one thousand nine hundred and fifty-two.

Signed, sealed and delivered
in presence of

Bryan T. Russell
by both

Richard C. Bryan
Myra M. Bryan

Commonwealth of Massachusetts

Noted, at New Bedford, 18 April 1952 Then personally appeared
the above-named Richard C. Bryan and acknowledged the
foregoing instrument to be his free act and deed, before me—

Bryan T. Russell
Notary Public.

My commission expires 10 June 1953

April 18

1952 at 3 o'clock and 37 minutes P.M.

ASTON COUNTY
REGISTER OF DEEDS
PREMIER

ASTON COUNTY
REGISTER OF DEEDS
PREMIER

ASTON COUNTY
REGISTER OF DEEDS
PREMIER

ASTON COUNTY
REGISTER OF DEEDS
PREMIER

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS

8-7-86
1978-148

1047 300

3031

Y. Willa K. Brown, widow,
of Dedham

Dedham, Massachusetts,

being married, for consideration paid, grant to Raymond L. Holt, married,

of Ridgewood, New Jersey

with warranty covenants

belonging at Westport Point in the Town of Westport, Massachusetts,
(Description and measurements, if any)
lying to the east of the Main Road, bounded and described as follows:

Beginning at a point at the Southeasterly corner of the land to be conveyed and at a bolt set in a stone wall at the Northeasterly corner of land now or formerly of Charles D. Smith et ux, which point is also in the Westerly line of other land of this grantee; running thence Northerly in the line of a stone wall by said land of this grantee One Hundred Twelve and Forty-three One-hundredths (112.43) feet to a drill hole in said wall; thence turning an interior angle of Ninety-five Degrees, Twenty-Minutes, Forty Seconds (95°20'40") and running Westerly by other land of this grantee One Hundred Eighty-four and Thirty-nine One-hundredths (184.39) feet to a stake; thence turning an interior angle of Seventy-eight Degrees, Thirty-seven Minutes, Forty Seconds (78°37'40") and running Southerly by other land of this grantor One Hundred Thirty-nine and Ninety-eight One-hundredths (139.98) feet to a stake and to land now or formerly of said Charles D. Smith et ux, which stake is Seventy-two and Ten One-hundredths (72.10) feet easterly in the Northerly line of said Smith land from the Northwesterly corner thereof; thence turning an interior angle of Ninety-two Degrees, Forty-seven Minutes, Ten Seconds (92°47'10") and running Easterly by said Smith land One Hundred Sixty-nine and Twenty-one One-hundredths (169.21) feet to the place of beginning, containing Eighty-one and Two Hundred Sixty-five One-thousandths (81.265) square rods of land, more or less, and being the Easterly portion of the premises conveyed to this grantor by deed of Milton R. Cunningham, Conservator of the property of Cynthia B. Cunningham, dated December 27, 1950, recorded in the Bristol County Registry of Deeds, Book 1006, Page 417, to which reference is hereby made.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS



Postage and postage stamps
paid

Witness my hand and seal this 15th day of April 1952.

Witness my hand and seal this 15th day of April 1952.

Willa K. Brown

W. May L. Holt

The Commonwealth of Massachusetts

Bristol ss. Apr 15, 1952

Then personally appeared the above named Willa K. Brown

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

Elmer B. Manchester, Jr.
Notary Public - State of the Mass.

My commission expires Nov 3, 1953



Received & recorded April 18, 1952, at 9 AM. B. also recd. Q. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PRIVATE

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PRIVATE

BRISTOL COUNTY MASSACHUSETTS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PRIVATE

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREMIUM ONLY

8
197
9/26/57
1234-146

1047 302

3034

Know all Men by these Presents

That I, Clara S. Jordan, widow, of Westport, County of Bristol, Commonwealth of Mass.,

for consideration paid, hereby grant to the **Fall River Trust Company** a corporation established under the laws of the Commonwealth of Massachusetts, with **MORTGAGE COVENANTS** to secure the payment of

Seventy-Four Hundred and 00/100 (\$7400.00) - - - - - Dollars

in _____ 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, together with all buildings and improvements thereon, bounded and described as follows:--

Beginning at a stake on the Easterly side of Old County Road, in said Westport, thence forming an interior angle of 97° 5' 12" and running Four Hundred Twenty-Six and 32/100 (426.32) feet to a drill hole in a stone wall; thence forming an exterior angle of 87° 18' and running by said stone wall, Sixty-Three and 37/100 (63.37) feet to a drill hole for a corner; thence forming an interior angle of 91° 11' 00" and running Four Hundred Seventy-Five and 70/100 (474.70) feet to a drill hole in a stone wall for a corner; thence forming an interior angle of 172° 58' 10" and running by said stone wall, Two Hundred Four and 6/10 (204.6) feet to a drill hole for a corner; thence forming an interior angle of 93° 03' 10" and running by a stone wall, Two Hundred Seventy and 6/10 (270.6) feet to a drill hole for a corner; thence forming an interior angle of 89° 19' 20" and running by lands of parties unknown, One Thousand One Hundred Twenty-Two (1122) feet, partly by a stone wall to a drill hole in a wall, in the Easterly side of said Old County Road; thence turning and running by the Easterly side of said road, One Hundred Seventy-One and 34/100 (171.34) feet to a stake and the point of beginning, containing Five and 81/100 (5.81) acres of land, more or less.

Being the same premises conveyed to this grantor by deed of Paul F. Deally et al, of even date to be recorded herewith.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREMIUM ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREMIUM ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREMIUM ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREMIUM ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREMIUM ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREMIUM ONLY

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 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 hereby release to the Mortgagee all rights in/subject to/and/withhold/and/other interests in the mortgage proceeds and agree upon requests to join/and release the release to/any deed or deeds as/confirmation as/above.

Witness my hand and seal this 16th day of April 1952.

Signed and sealed in presence of

[Handwritten signature]

[Handwritten signature: Clara B. Borden]

AUSTON COUNTY
 REGISTRY OF DEEDS
 PRIVATE ONLY

AUSTON COUNTY
 REGISTRY OF DEEDS
 PRIVATE ONLY

AUSTON COUNTY
 REGISTRY OF DEEDS
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AUSTON COUNTY
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 PRIVATE ONLY

AUSTON COUNTY
 REGISTRY OF DEEDS
 PRIVATE ONLY

AUSTON COUNTY
 REGISTRY OF DEEDS
 PRIVATE ONLY

1047 304

Commonwealth of Massachusetts

BRISTOL ss. Fall River, April 16 1952

Then personally appeared the above-named Clara S. Jordan

and acknowledged the above instrument to be her free act and deed.

Before me,

Anthony Perry
Justice of the Peace
Notary Public
MY COMMISSION EXPIRES FEB. 1953

BRISTOL ss. Fall River, April 16 1952

at 9:30 A.M.

Received and recorded in Bristol County, Fall River District Registry of Deeds.

Lib. Fol.

Attest, _____
Register.

3032

I, Herbert Campbell, Administrator of the Estate of Martha Stanworth, late of Fall River, Massachusetts, deceased.

holder of a mortgage

in favor of John T. Marsden

to said Martha Stanworth

dated May 23, 1933

recorded with Bristol County South District

Registry of Deeds

Book 731

Page 567

acknowledge satisfaction of the same

Witness my hand and seal this fifth day of January 1952.

Herbert Campbell
Administrator of the Estate of
Martha Stanworth

The Commonwealth of Massachusetts

Bristol, ss. Fall River, January 5, 1952.

Then personally appeared the above-named Herbert Campbell, Administrator, and acknowledged the foregoing instrument to be his free act and deed.

William E. Crowther
Notary Public - Justice of the Peace

My commission expires Nov. 30, 1956

Received & recorded April 18 1952 at 9:21 A.M. mla

3038

1047-305

KNOW ALL MEN BY THESE PRESENTS

That I, John H. Tavares, also known as John Tavares, residing at 1047-305 from my wife Lucinda for justifiable cause under a decree of the Probate Court of Bristol dated November 30, 1951, of Acushnet Bristol County, Massachusetts,

for consideration paid, grant to

Mannel Calado and Albina Calado, husband and wife of New Bedford, Mass.,

with mortgage covenants, to secure the payment of

Two thousand five hundred Dollars

on demand with 5% per centum interest per annum payable semi-annually,

as provided in my note of even date,

the land in Acushnet, Mass., together with the buildings thereon bounded

(Description and incumbrances, if any)

Beginning at an ash tree in the wall built by the side of the side of the road from New Bedford to Boston;

thence N. 13° W., 24.84 rods;

thence N. 86° E., 196.25 rods;

thence S. 1° E., 28.41 rods;

thence W. 51° S., 41.73 rods;

thence S. 61° E., 4 rods;

thence S. 86° W., 183 rods;

thence S. 4° E., 2 1/2 rods; and

thence S. 86° W., 15.60 rods to the first mentioned bound.

The said premises contain 29 acres 71 square rods, more or less.

Being the same premises described in the deed of John A. Ribeiro to Innocencia R. Tavares dated December 30, 1933, recorded in Bristol County S. D. Registry of Deeds in book 745, page 214.

My title is derived from the said Innocencia R. Tavares, my late wife.

Dec-14-1957
1297-254

Bristol County
Registry of Deeds
Private

Bristol County
Registry of Deeds
Private

Bristol County
Registry of Deeds
Private

Bristol County
Registry of Deeds
Private

Bristol County
Registry of Deeds
Private

Bristol County
Registry of Deeds
Private

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITION

1047 306

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

Notary Public
State of Massachusetts

Witness the mortgagee's hand and seal this 15th day of April 1954

Witness my hand and seal this 15th day of April 1954

F.F. Resendes to J.T.

John Tavares

The Commonwealth of Massachusetts

Bristol ss. April 18, 1954

Then personally appeared the above named John B. Tavares, also known as John
and acknowledged the foregoing instrument to be his free act and deed, Tavares
before me

Frank F. Resendes
FRANK F. RESENDEN
Notary Public

My commission expires October 26, 1956

Received & recorded April 17, 1954 at 10 hrs & 47 min. A.M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITION

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITION

BRISTOL COUNTY MASSACHUSETTS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITION

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITION

3041

1047

11/10/53
1100.23

We, Anthony S. Sylvia and Ellen Sylvia, husband and wife, of New Bedford, Bristol County, Massachusetts, for consideration paid, grant to St. Anne Credit Union, a corporation duly established by law and having its usual place of business in New Bedford, Bristol County, Massachusetts,

with mortgage covenants, to secure the payment of THREE THOUSAND FIVE HUNDRED and 00/100 (\$3500.00) on demand but payable not less than \$50.00 quarterly on account of the principal sum until then,

with ~~XXXX~~ with five (5) per centum interest per annum payable ~~XXXX~~ quarterly as provided in OUR note of even date,

the land ~~XXXX~~ with the buildings thereon, situated in said New Bedford, (Description and covenants, if any) bounded and described as follows:

On the north by Sassaquin Pond; on the east by lot #835 on plan hereinafter described 124 feet more or less; on the south by the north line of Tobey Street, 50 feet; on the west by lot #836 on said plan 86.5 feet more or less.

Being lots #836 and 837 on plan of Horton Acres made by F. T. Westcott, C.E. dated April 1915 on file in Bristol County S. D. Registry of Deeds, book of plans 14 page 19.

Being the same premises conveyed to us by deed of Joseph Draper Jr. et ux dated April 14, 1952 and to be recorded herewith.

This mortgage is upon the statutory condition,

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

husband of said mortgagor - S, wife.

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

Witness OUR hand and seal this EIGHTEENTH day of APRIL 1952

Anthony S. Sylvia
Ellen Sylvia

The Commonwealth of Massachusetts

Bristol, New Bedford, April 18, 19 52

Then personally appeared the above named Anthony S. Sylvia and Ellen Sylvia

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

Ma Auger

Asd Auger Notary Public - State of the Mass

My commission expires Nov. 23 19 53

Filed & recorded April 18, 1952 at 11 AM in 107 vol. 2 M.

1077-116

We, Anthony S. Sylvia and Ellen Sylvia, husband and wife of New Bedford, Bristol County, Massachusetts, for consideration paid, grant to Joseph Draper, Jr. and Annella Draper, husband and wife, formerly of New Bedford, now of 907 No. Chester Ave., Pasadena, California

with mortgage covenants, to secure the payment of ONE THOUSAND AND 00/100 (\$1,000.00)

payable \$20.00 per month until paid in full with interest at the rate of 5% per annum on the balance outstanding now and annually from now XXXXXXXXXXXXXXXXX years with XXXXXXXXXXXXXXXXX per month interest for XXXXXX years, as provided in our note of even date.

the land with the buildings thereon, situated in said New Bedford, (Description and encumbrances, if any) bounded and described as follows:

On the north by Sassaquin Pond; on the east by lot #835 on plan hereinafter described 124 feet more or less; on the south by the north line of Tobey Street, 50 feet; on the west by lot #838 on said plan 69.5 feet more or less.

Being lots #836 and 837 on plan of Horton Acres made by F. T. Westcott, C.E. dated April 1915 on file in Bristol County S. D. Registry of Deeds, Book of plans 14 page 19.

Being the same premises conveyed to us by deed of Joseph Draper Jr. et ux dated April 14, 1952 and to be recorded herewith.

Said premises are conveyed subject to a first mortgage to St. Anne Credit Union for \$2500.00 of even date herewith.

This mortgage is upon the statutory condition,

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

We, Anthony S. Sylvia husband of said mortgagee S.

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

Witness our hands and seal this eighteenth day of April 19 52

Anthony S. Sylvia
Ellen Sylvia

The Commonwealth of Massachusetts

Bristol, New Bedford, April 18, 1952

Then personally appeared the above named Anthony S. Sylvia and Ellen Sylvia

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

Ara Auger
Ara Auger Notary Public -
My commission expires Nov. 26, 1953

Received & recorded April 18, 1952, at 11 hrs. & 50 min. A.M.

Bristol County Registry of Deeds

Bristol County Registry of Deeds

Bristol County Registry of Deeds

Bristol County Registry of Deeds

3044

1047

I, Joseph Francis, widower,

of New Bedford, Bristol County, Massachusetts,

being unmarried for consideration paid, grant to John B. Furtado and Ida F. Furtado, husband and wife, ~~as tenants in common~~ as tenants by the entirety,

of New Bedford, said County and Commonwealth, with warranty restrictions

the land in said Fairhaven together with the buildings thereon, bounded and described as follows:

(Description and recitations, if any)

Beginning at the southeast corner of the premises at a point in the northerly line of Austria Avenue, which said point is distant westerly four hundred thirty-five (435) feet from the point of intersection of the westerly line of Scouticut Neck Road, with the said line of Austria Avenue; thence running westerly in said line of Austria Avenue thirty-two and 89/100 (32.89) feet; thence turning and running northwesterly seventy-nine and 54/100 (79.54) feet; thence turning and running easterly in a line parallel to the northerly line of Austria Avenue fifty-nine and 39/100 (59.39) feet to the westerly line of lot 10 on the hereinafter mentioned plan; thence turning and running southerly seventy-five (75) feet to the point of beginning. Being a portion of lot 11, as shown on plan of Riverside, Scouticut Neck, Fairhaven, Mass., Property of George W. Auger, which said plan is dated October 10, 1907 and recorded with Bristol County S. D. Registry of Deeds, Plan Book 3, Page 56.

Being the same premises conveyed to me by Francis A. Doyle, Executor of the will of John S. Lowrey, by deed dated September 21, 1951 and recorded with Bristol County S. D. Registry of Deeds, Book 1028, Page 48.

No State or Federal Revenue Stamps required.

husband or with grantor

wherein the grantor has all rights of ~~tenancy by the entirety~~ and ~~joint tenancy~~ ~~and other interests therein.~~

Witness my hand and seal this twelfth day of March 1952

Joseph Francis

The Commonwealth of Massachusetts

Bristol March 12 1952

Then personally appeared the above named

Joseph Francis

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

Mildred C. Francis

Notary Public - Justice of the Peace

My Commission expires

January 1, 1957

Filed & recorded April 17, 1952, at 11:00 a.m. T. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT ONLY

1047 310

3045

The Fairhaven Institution for Savings, a corporation under the laws of Massachusetts, located at Fairhaven, Massachusetts, holder of a mortgage from Edward Johnson et ux

to The Fairhaven Institution for Savings, dated April 8, 1942

recorded with Bristol County S. D. Registry of Deeds Book 852 Page 440-1 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 17th day of April 1952.

FAIRHAVEN INSTITUTION FOR SAVINGS

by Orin B. Carpenter Treasurer



Commonwealth of Massachusetts

Bristol, ss.

Fairhaven, Mass. April 17, 1952

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

before me

Thomas E. Underwood Notary Public

My commission expires

Sept 27 1957

1-10-50-800 V

received & recorded April 16 1952, at 1 hr. 39 min. P. M.

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT ONLY

3046

We, Morris P. Fox, unmarried, and Felix B. Waxler, married, both

of New Bedford, Bristol County, Massachusetts,
for consideration paid, grant to Michael DePierre and Mildred DePierre, husband
and wife, of said New Bedford, as joint tenants and not as tenants
by the entirety,

with warranty remnants,
the land, with any buildings thereon, in Fairhaven, said County and Commonwealth,
bounded and described as follows:

BEGINNING at a point in the west line of Thompson Street,
formerly called Oak Avenue, at the southeast corner of land now or
formerly of Mary Sweeney;

thence SOUTHERLY in said west line of Thompson Street, formerly
called Oak Avenue, seventy-six (76) feet to land now or formerly of one
Babbitt;

thence WESTERLY in line of said Babbitt land to land formerly of
one Mulberry now said to be owned by Albert Anderson;

thence NORTHERLY in line of said Anderson land to said Sweeney
land; and

thence EASTERLY in line of said Sweeney land one hundred forty-
eight and 5/10 (148.5) feet to the point of beginning.

Containing about forty-one and 5/10 (41.5) square rods of land.

Being the same premises conveyed to us by deed of John A.
Gomes, executor, dated September 27, 1951 and recorded in Bristol
County S.D. Registry of Deeds, Book 1029, Page 207.

Subject to the 1952 real estate taxes which the grantees assume
and agree to pay.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
RENEWED

1047 312

I, Helen Waxler, being instructed with _____
release to said grantee all rights of curtesy, dower, homestead, statutory, and _____



Witness hand and seal this 18th day of April 1952

Executed in the presence of

Robert Lane
[Signature]

Morris P. Fox
Edwin B. Wambler
Helen Waxler



Commonwealth of Massachusetts

Bristol, ss. New Bedford, April 18 1952

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

My commission expires 7/18 1958

Received & recorded April 17, 1952, at 1 hrs. & 56 min. P. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
RENEWED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
RENEWED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
RENEWED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
RENEWED

3051

1047

I, John H. Abrams, Jr.

of Dartsmouth being married, for consideration paid, grant to Louise S. Mailoux
Bristol County, Massachusetts

of New Bedford, Bristol County with warranty concerning
the land in Dartsmouth with the buildings thereon, bounded and described as follows:

(Description and measurements, if any)

Beginning at the northeasterly corner of this lot at a point in the south line of Franklin Street, one hundred thirty-one (131) feet west from the west line of Chestnut Street, measuring in the said south line of Franklin Street; thence southerly by land now or formerly of William T. Dunn eighty-six (86) feet; thence westerly by said Dunn's land and land now or formerly of Zebina B. Davis seventy-four (74) feet to land now or formerly of one Anderson; thence northerly by said Anderson land eighty-six (86) feet to the south line of said Franklin Street; and thence easterly in said south line of Franklin Street seventy-four (74) feet to the point of beginning.

Containing twenty-three and 4/10 (23.4) rods, more or less.

For my title see Estate of Alice Abrams (Bristol County Probate Docket No. 100371). See also deeds of John H. Abrams and Nelson F. Abrams to me and John H. Abrams, Guardian of Millicent L. Abrams to me, dated April 7, 1952, recorded in Bristol County (S.D.) Registry of Deeds.

I, Catherine Abrams,
H. of said grantor,
wife

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

Witness my hand and seal this fifteenth day of April 19 52

NO DOCUMENTARY STAMPS REQUIRED.

John H. Abrams Jr.
Catherine M. Abrams

The Commonwealth of Massachusetts

Bristol ss. April 15 19 52

Then personally appeared the above named John H. Abrams, Jr.

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

JOHN B. RIDDOCK Notary Public - Bristol District

My Commission expires September 19 58

Filed & recorded April 18 1952, at 2 P.M. 16 min. P. M.

1047 314

3052

I, Louise S. Mailloux

of New Bedford Bristol County, Massachusetts,
being unmarried, for consideration paid, grant to John H. Abrams, Jr. and Catherine Abrams,
husband and wife as tenants by the entirety
of Dartmouth with quitclaim covenants

the land in Dartmouth with the buildings thereon, bounded and described as
follows: (Description and encumbrances, if any)

Beginning at the northeasterly corner of this lot at a point in
the south line of Franklin Street, one hundred thirty-one (131) feet
west from the west line of Chestnut Street, measuring in the said south
line of Franklin Street; thence southerly by land now or formerly of
William T. Dunn eighty-six (86) feet; thence westerly by said Dunn's
land and land now or formerly of Zebina B. Davis seventy-four (74) feet
to land now or formerly of one Anderson; thence northerly by said
Anderson land eighty-six (86) feet to the south line of said Franklin
street; and thence easterly in said south line of Franklin Street
seventy-four (74) feet to the point of beginning.

Containing twenty-three and 4/10 (23.4) rods, more or less.

Being the same premises conveyed to me by deed of John H.
Abrams, Jr., of even date to be recorded herewith.

Subscribed and sworn to before me

Witness my hand and seal this fifteenth day of April 19 52

NO DOCUMENTARY STAMPS REQUIRED

Louise S. Mailloux

The Commonwealth of Massachusetts

Bristol ss. April 15 19 52

Then personally appeared the above named Louise S. Mailloux

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

John B. Riddock
Notary Public - Bristol County, Mass.

JOHN B. RIDDOCK

My commission expires September 19 58

Received & recorded April 18 19 52, at 2 P.M. or 17 min. P.M.

Bristol County Registry of Deeds stamps (mirrored on both sides)

3053

I, Edward L. Ryan and Doris D. Ryan, husband and wife, both

of Fairhaven, Bristol County, Massachusetts,

do hereby certify for consideration paid, grant to Richard C. Bryan and Myra M. Bryan, husband and wife, as joint tenants but not as tenants by the entirety, both

of Scotia in the County of

Schenectady, New York
with warranty forever

the land in said Fairhaven, bounded and described as follows, viz:-
(Description and measurement, if any)

Beginning at the east line of Laurel Street ten and 41/100 (10.41) feet south of the centre line of a stone wall, being the southwest corner of a lot shown on a plan drawn by Albert B. Drake, C.E. dated June 26, 1911 and recorded in Bristol County (S.D.) Registry of Deeds, Plan book B, page 48 and marked on said plan by an arrow and the words "Deed of Sarah C. Church to Mary L. Bennett"

thence easterly in the southerly line of said lot so shown on said plan one hundred and eighteen and 33/100 (118.33) feet to a wall,

and thence across said wall in the same course and in the northerly line of a triangular lot shown on said plan and marked thereon by another arrow and the words "Deed of Mary L. Bennett to Sarah C. Church," thirty-five and 67/100 (35.67) feet, making the total distance of the southerly line of the land hereby conveyed one hundred and fifty-four (154) feet;

thence northerly in a line parallel with the east line of said Laurel Street sixty-six (66) feet;

thence westerly in a line parallel with the southerly line of the lot hereby conveyed one hundred and fifty-four (154) feet to the east line of said Laurel Street;

thence southerly in said east line of said Laurel Street sixty-six (66) feet to the place of beginning.

Containing 37.33 square rods, more or less.

Being the same premises conveyed to us by deed of Sarah A. Stetson, widow, dated July 15, 1944 and recorded with Bristol County S. D. Registry of Deeds, Book 885, Pages 448-449.

The above described premises are conveyed subject to the taxes for the year 1952 which the grantees hereby agree to assume and to pay.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITIONS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITIONS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITIONS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITIONS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITIONS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITIONS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREPARED ONLY

1047 316

We, the said grantors,

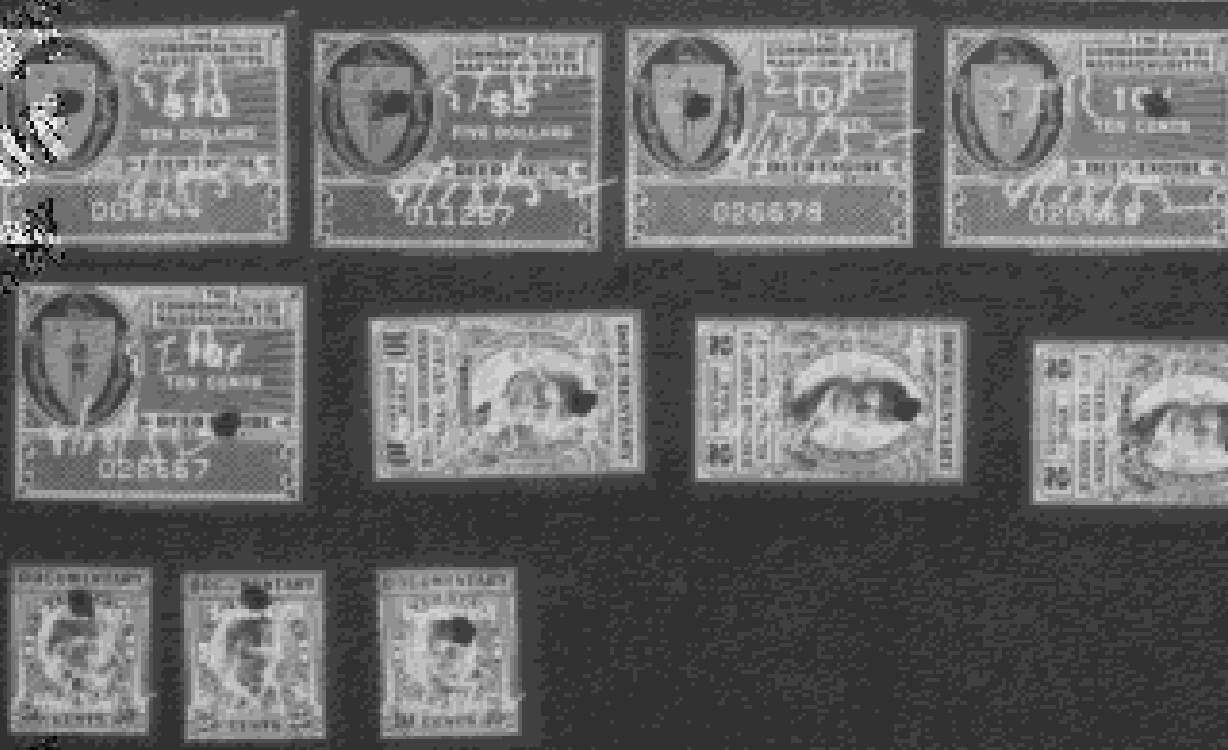
WITNESSETH that the said grantors

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

Witness our hand and seal this 18th day of April 1952

Bryan Luscott
by both

Edward L. Ryan
Doris D. Ryan



The Commonwealth of Massachusetts

Bristol, ss. Fairhaven, 18 April 1952

Then personally appeared the above named Edward L. Ryan and Doris D. Ryan

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

Bryan Luscott
Notary Public - BRISTOL COUNTY MASS.
My commission expires 10 June 53

Received & recorded Apr. 18 1952, at 3 hrs. & 38 min. P. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREPARED ONLY

3055

1847

We, Richard C. Bryan and Myra A. Bryan, husband and wife, of Scotia, Schenectady County, New York,

of ~~XXXXXXXXXXXX~~ ~~XXXXXXXXXXXX~~ for consideration paid, grant to Anne J. Oestricher, of the City, County, and State of New York

~~XXXXXXXXXX~~ with mortgage payments to secure the payment of TWO THOUSAND - - - - - (\$2,000.00) - - - - - Dollars

ix on demand ~~XXXX~~ with five per centum interest per annum payable semi-annually.

~~XXXXXXXXXX~~ ~~XXXXXXXXXXXX~~ the land in Fairhaven, Bristol County and Commonwealth of Massachusetts, bounded and described as follows:

-BEGINNING at the east line of Laurel Street ten and 41/100 (10.41) feet south of the centre line of a stone wall, being the southwest corner of a lot shown on a plan drawn by Albert B. Drake, C.E., dated June 20, 1911 and filed in Bristol County S.D. Registry of Deeds, plan book 8, page 48, and marked on said plan by an arrow and the words, "Deed of Sarah C. Church to Mary L. Bennett";

thence EASTERLY in the southerly line of said lot so shown on said plan, one hundred eighteen and 33/100 (118.33) feet to a wall;

and thence across said wall in the same course and in the northerly line of a triangular lot shown on said plan and marked thereon by another arrow and the words "Deed of Mary L. Bennett to Sarah C. Church", thirty-five and 67/100 (35.67) feet, making the total distance of the southerly line of the land hereby mortgaged one hundred fifty-four (154) feet;

thence NORTHERLY in a line parallel with the east line of said Laurel Street sixty-six (66) feet;

thence WESTERLY in a line parallel with the southerly line of the lot hereby mortgaged one hundred fifty-four (154) feet to the east line of said Laurel Street;

thence SOUTHERLY in said east line of said Laurel Street sixty-six (66) feet to the place of beginning.

Containing thirty-seven and 33/100 (37.33) square rods, more or less.

Being the same premises conveyed to us by deed of Edward L. Ryan, et ux of even date to be recorded herewith.

Subject to a mortgage to the Fairhaven Institution for Savings.

5/27/53
1084473

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED

1047 318

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

Witness our hand and seal this eighteenth day of April 1952

Executed in the presence of

Bygent Seescott
by both

Richard C. Bryan
Myra M. Bryan

Commonwealth of Massachusetts

Bristol, ss New Bedford, 18 April 1952

Then personally appeared the above named Richard C. Bryan and acknowledged the foregoing instrument to be his free act and deed.

Before me

Bygent Seescott
Notary Public Justice of the Peace
My commission expires 10 June 1953

Received & recorded April 18 1952, at 3 hrs & 39 min. P. M.

MASSACHUSETTS
REGISTER OF DEEDS
BRISTOL COUNTY

MASSACHUSETTS
REGISTER OF DEEDS
BRISTOL COUNTY

MASSACHUSETTS
REGISTER OF DEEDS
BRISTOL COUNTY

MASSACHUSETTS
REGISTER OF DEEDS
BRISTOL COUNTY

MASSACHUSETTS
REGISTER OF DEEDS
BRISTOL COUNTY

MASSACHUSETTS
REGISTER OF DEEDS
BRISTOL COUNTY

Know all Men by these Presents

The New Bedford Institution for Savings, holder of a mortgage from Thomas Cooper and Mary A. Cooper to said Institution dated August 6, 1923 recorded with Bristol County (S.D.) Registry of Deeds, Book 571 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, herunto duly authorized, this 11th day of April 1952

New Bedford Institution for Savings,
By [Signature]
Assistant Treasurer

Commonwealth of Massachusetts

Bristol, ss. April 15 1952. 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 Care
Notary Public
My commission expires 7/18 1955

Received & recorded April 18 1952 at 1 PM 25 min. P.M.

I, James T. Poulton, of Nantucket, County of Nantucket, as Administrator of the estate of Mary Anne Mackie, formerly Mary A. Cooper, whose husband Thomas Cooper predeceased her, late of Fairhaven, County of Bristol, deceased, holder of a mortgage from Mary L. Goncalves to Thomas Cooper and Mary A. Cooper dated September 20th 1923 recorded with Bristol County (S. D.) Registry of Deeds Book 573 Page 38 acknowledges satisfaction of the same

Witness my hand and seal this 14th day of April 1952

James T. Poulton

James T. Poulton
Administrator of the estate of Mary Anne Mackie formerly Mary A. Cooper

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE ONLY

1047 320

The Commonwealth of Massachusetts

Nantucket ss. Nantucket, April 18, 1952

Then personally appeared the above-named James T. Poulton
and acknowledged the foregoing instrument to be his free act and deed, before me

Emmanuel Lantz
Emmanuel Lantz
Notary Public

My commission expires 3/3 1955

Received & recorded April 18 1952 at 1 hr. & 57 min. P. M.

3050

We, Samuel Alpert and Bertha A. Cohen
holders of a mortgage

from Zigmund Peret and Sadie E. Peret

to us

dated November 7, 1950

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

Book 1003 Page 141 without recourse to us
jointly or severally in any event assign said mortgage and the note and claims
secured thereby to Scarpitti Investment Corporation.

Witness our hands and seals this eighteenth day of April 1952

Samuel Alpert
Bertha A. Cohen

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, April 18, 1952

Then personally appeared the above named Samuel Alpert and Bertha A. Cohen
and acknowledged the foregoing instrument to be their free act and deed

before me
Bernard H. Herman
Bernard H. Herman Notary Public

My commission expires May 12, 1955

Received & recorded April 18 1952 at 2 hr. & 10 min. P. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE ONLY

3056

1047 321

The Fairhaven Institution for Savings, a corporation under the laws of Massachusetts, located at Fairhaven, Massachusetts, holder of a mortgage from Edward L. Ryan et ux

to The Fairhaven Institution for Savings, dated July 15, 1944

recorded with Bristol County S.D. Registry of Deeds Book 881 Page 510 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 18th day of April 1952

FAIRHAVEN INSTITUTION FOR SAVINGS.

by Carin B. Carpenter Treasurer

Commonwealth of Massachusetts

Bristol, ss.

Fairhaven, Mass. April 18 1952

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

before me

Henry E. Tinswood Notary Public

My commission expires Sept. 27, 1957 19

received & recorded April 18 1952, at 3 hrs. & 40 min. A.M.

ASTON COUNTY
REGISTRY OF DEEDS
PRIVATE ONLY

ASTON COUNTY
REGISTRY OF DEEDS
PRIVATE ONLY

ASTON COUNTY
REGISTRY OF DEEDS
PRIVATE ONLY

ASTON COUNTY
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ASTON COUNTY
REGISTRY OF DEEDS
PRIVATE ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PRESENT ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PRESENT ONLY

1047 322

3058

Lafayette Cooperative Bank, holder of a mortgage
from Omer H. Hebert and Sylvia E. Hebert
to it
dated January 25, 1952
recorded with Bristol County S. D. Registry of Deeds
Book 1040, Page 40 acknowledge satisfaction of the same.

In witness whereof, the said Lafayette Cooperative Bank
has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by
William D. Palmer its Treasurer this eighteenth day of
April A. D. 19 52.

LAFAYETTE COOPERATIVE BANK
by William D. Palmer
Treasurer

The Commonwealth of Massachusetts

Bristol, ss Fall River, April 18, 1952

Then personally appeared the above-named William D. Palmer
and acknowledged the foregoing instrument to be the free act and deed of Lafayette Cooperative
Bank before me,

Robert A. Durfee
Robert A. Durfee Notary Public - State of Mass.
My commission expires November 9, 1957

Received & recorded April 21 1952, at 8 hrs. & 42 min. A.M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PRESENT ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PRESENT ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PRESENT ONLY

RECORDED & INDEXED
APR 21 1952
REGISTERED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PRESENT ONLY

3074

1047 323

Know all men by these presents

that Abraham Cornell of Dartmouth County
Distric and Commonwealth of Massachusetts

in consideration of One Hundred Dollars to me
paid by Philip A. Cornell of Dartmouth County
and State before mentioned,

the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell, and convey unto the
said Philip A. Cornell of said Massachusetts
with the buildines thereon situated, said
farm is situated in Dartmouth on Smiths Neck so
called, on the west side of the highway leading
from Padonaram Bridge to Mechanic Point,
is bounded on the east by said highway and on
the south by land of Elbridge Leung, on the
west by marsh belonging to heirs of Isaac Kifford, Heirs
of Isaac Snowland, & the Creek on the North by land of
Ben Sherman, land of Thomas Smith, land of Philip
Cornell, land of Benjamin S. Mithorn; also there are
some acres of salt marsh situated in Cedar Island
in Dartmouth called; and two acres more or less of Cedar
island situated at the head of the Lyke Meadow
on said Smiths Neck, and a line road of Marsh, as ditch,
by Edward C. Cook to said Abraham Cornell. For further
description of the above named parcels of land,
See deeds of conveyance from George Smith,
George Kirby, & Edward C. Cook to Abraham
Cornell.

To have and to hold the granted premises, with all the privileges and appurtenances thereto
belonging, to the said Philip A. Cornell and
his heirs and assigns, to their own use and behoof forever.

MASSACHUSETTS
DISTRICT OF DARTMOUTH
REGISTER
PREVENT

MASSACHUSETTS
DISTRICT OF DARTMOUTH
REGISTER
PREVENT

MASSACHUSETTS
DISTRICT OF DARTMOUTH
REGISTER
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DISTRICT OF DARTMOUTH
REGISTER
PREVENT

MASSACHUSETTS
DISTRICT OF DARTMOUTH
REGISTER
PREVENT

STON COUNTY
REGISTRY OF DEEDS
PREVAIL ONLY

STON COUNTY
REGISTRY OF DEEDS
PREVAIL ONLY

1047 324

And I do hereby, for myself and my heirs, executors and administrators, covenant with the said grantee and his heirs and assigns that I will lawfully advise in fee-simple of the granted premises, that they are free from all incumbrances Except that I reserve for myself a Suitable Support during my lifetime that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall warrant and defend the same to the said grantee and his heirs and assigns forever against the lawful claims and demands of all persons.

And for the consideration aforesaid

do hereby release unto the said grantee and his heirs and assigns all right of or to both dower and homestead in the granted premises.

In witness whereof I the said Abraham Cornell have

signed at my hand and seal this seventh (7) day of June in the year one thousand eight hundred and eighty One

Signed, sealed, and delivered in presence of

Edbridge S. Turner } Abraham Cornell
J. C. Turner }
Geo. R. Woodland }

Commonwealth of Massachusetts

Briston June 11th 1881 Then personally appeared the above-named Abraham Cornell and acknowledged the foregoing instrument to be his free act and deed, before me Geo. R. Woodland Justice of the Peace.

April 21, 1952 at 3 o'clock and 58 minutes P. M.

STON COUNTY
REGISTRY OF DEEDS
PREVAIL ONLY

STON COUNTY
REGISTRY OF DEEDS
PREVAIL ONLY

STON COUNTY
REGISTRY OF DEEDS
PREVAIL ONLY

STON COUNTY
REGISTRY OF DEEDS
PREVAIL ONLY

STON COUNTY
REGISTRY OF DEEDS
PREVAIL ONLY

We, Omer H. Hebert and Sylvia E. Hebert, husband and wife, of Westport, Bristol County, Massachusetts, being unmarried, for consideration paid, grant to Charles D. Poirier and Rita H. Poirier, husband and wife, jointly and to the survivor of them, both being of Fall River in said County and Commonwealth with warranty covenants the land in Westport in said County and Commonwealth on the North side of the State Highway from Fall River to New Bedford, known as the G.A.R. Highway, with the buildings thereon, bounded and described as follows:

Beginning at the southwesterly corner thereof, at a stake in the northerly side of the G.A.R. Highway and land now or formerly of Webb Oil Company; thence northeasterly by said last named land one hundred fifty (150) feet to other land now or formerly of these grantors; thence turning and running in an easterly direction by said last named land eighty (80) feet for a corner; thence turning and running in a southerly direction by still other land of these grantors one hundred fifty (150) feet to the north side of said G.A.R. Highway; thence turning and running in a westerly direction by said G.A.R. Highway eighty (80) feet to the point of beginning, containing about forty-four and 68/100 (44.68) square rods of land.

And being a portion of the premises conveyed to us by deed of Webb Oil Company, dated July 2, 1949, and recorded with Bristol County S.D. Registry of Deeds in Book 963, Page 153-154.

This conveyance is made subject to taxes for the year 1952, which the grantees assume and agree to pay.



We, the said grantors,

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

Witness our hands and seals this eighteenth day of April 1952.

William D. Palmer
 W.D.P.

Omer H. Hebert
 Sylvia E. Hebert

The Commonwealth of Massachusetts

Bristol, ss. Fall River, Mass., April 18, 1952

Then personally appeared the above named Omer H. Hebert and Sylvia E. Hebert,

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

William D. Palmer,
 Notary Public

My Commission expires April 2, 1954

Received & recorded April 21 1952, at 8 hrs. & 43 min. A.M.

Bristol County
 Registry of Deeds
 PRIVATE ONLY

Bristol County
 Registry of Deeds
 PRIVATE ONLY

Bristol County
 Registry of Deeds
 PRIVATE ONLY

Bristol County
 Registry of Deeds
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Bristol County
 Registry of Deeds
 PRIVATE ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FALL RIVER ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FALL RIVER ONLY

Recd
8/23/68
1381-108

1047 326

3060

We, Charles D. Poirier and Rita H. Poirier, husband and wife,

of Fall River, Bristol

County, Massachusetts, ~~being~~ ~~conveyed~~, for consideration paid, grant to the

LAFAYETTE CO-OPERATIVE BANK

situated in Fall River, Bristol County, Massachusetts, with MORTGAGE COVENANTS, to secure the payment of

----- TEN THOUSAND ----- Dollars

with interest thereon, payable in fixed monthly installments on the eighteenth day of each month hereafter, which payments shall first be applied to interest then due and the balance thereof remaining applied to principal; the interest to be computed monthly in advance on the unpaid balance, together with such fines on interest in arrears as are provided for in the by-laws of said bank; with the right to make additional payments on account of said principal sum on any payment date after one year from the date hereof, at any time, 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 OUR note of even date, and such further sums as may be advanced by the grantee under General Laws, Chapter 183, Sections 28A, or Acts in amendment or extension thereof, the land with the buildings thereon, situated in Westport, in said County and Commonwealth, on the North side of the State Highway from Fall River to New Bedford, known as the GAR Highway, with the buildings thereon, bounded and described as follows:

Beginning at the southwesterly corner thereof, at a stake in the northerly side of the GAR Highway and land now or formerly of Webb Oil Company; thence northeasterly by said last named land one hundred fifty (150) feet to other land now or formerly of Omer H. Hebert et ux; thence turning and running in an easterly direction by said last named land eighty (80) feet for a corner; thence turning and running in a southerly direction by still other land of Omer H. Hebert et ux one hundred fifty (150) feet to the north side of said GAR Highway; thence turning and running in a westerly direction by said GAR Highway eighty (80) feet to the point of beginning, containing about forty-four and 08/100 (44.08) square rods of land.

And being the same premises conveyed to us by deed of Omer H. Hebert et ux of even date herewith to be recorded.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FALL RIVER ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FALL RIVER ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FALL RIVER ONLY

RECORDED
INDEXED
FALL RIVER ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FALL RIVER ONLY

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 (Acts of 1944, Chapter 294) 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 Mortgagor 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

the eighteenth 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 Mortgagor has not received from 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.

BOSTON COUNTY
REGISTRY OF DEEDS
PRIVATE ONLY

BOSTON COUNTY
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BOSTON COUNTY
REGISTRY OF DEEDS
PRIVATE ONLY

BRISTOL COUNTY REGISTER OF DEEDS
FALL RIVER ONLY

BRISTOL COUNTY REGISTER OF DEEDS
FALL RIVER ONLY

1047 328

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.

BRISTOL COUNTY REGISTER OF DEEDS
FALL RIVER ONLY

We, the said mortgagors,

husband and wife of said mortgagee

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 eighteenth day of April 1952

William D. Palmer *Charles D. Poirier*
Rita H. Poirier

BRISTOL COUNTY REGISTER OF DEEDS
FALL RIVER ONLY

The Commonwealth of Massachusetts

Bristol, ss

FALL RIVER, APRIL 18, 1952

Then personally appeared the above named Charles D. Poirier and Rita H. Poirier

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

William D. Palmer
 William D. PALMER, Notary Public—State of Mass.

My commission expires April 22, 1954

Received & recorded April 21 1952 at 8 hrs & 45 min. A.M.

BRISTOL COUNTY REGISTER OF DEEDS
FALL RIVER ONLY

BRISTOL COUNTY REGISTER OF DEEDS
FALL RIVER ONLY

3061

CERTIFICATE OF LIEN

KNOW ALL MEN BY THESE PRESENTS

WHEREAS Clara V. Nolin and Nelson F. Nolin of 4 Coggeshall St., Fairhaven
 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 of Fairhaven in the County of Bristol
 described as follows:

Book 652 Page 5 June 22, 1927

AND WHEREAS, the said Clara V. Nolin and Nelson F. Nolin, as 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 1 of Chapter 118A as amended
 by Chapter 801 of the Acts of 1951, the Town of Fairhaven 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 15th day of April 1952



Town of Fairhaven
Harold Kerwin
 Town Clerk

THE COMMONWEALTH OF MASSACHUSETTS

Bristol ss. April 15 1952
 Lien personally appeared the above named
 and acknowledged the foregoing instrument to be the free act and deed
 of the Town of Fairhaven, before

Michael J. O'Leary
 Notary Public

My commission expires January 7, 1955



Recorded April 21 1952 PM 4:47 min. M

Release 4/20/54 1193-304

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PREVENTED FROM BEING RECORDED

BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PREVENTED FROM BEING RECORDED

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BRISTOL COUNTY MASSACHUSETTS REGISTER OF DEEDS PREVENTED FROM BEING RECORDED

BRISTOL COUNTY
REGISTRY OF DEEDS
PRIVATE ONLY

BRISTOL COUNTY (15-10-01)
REGISTRY OF DEEDS
PRIVATE ONLY

1047 300

3062

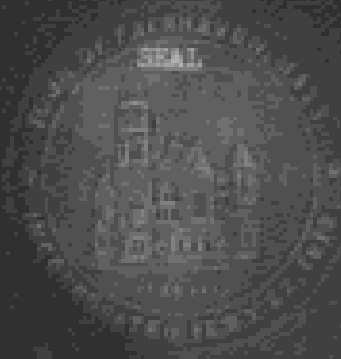
RELEASE OF LIEN
KNOW ALL MEN BY THESE PRESENTS

City of FAIRHAVEN in the County

of BRISTOL the holder of a lien on the real property
of Julia D. Mello recorded in
Registry of Deeds, County, Book #1043, Page # 431
Land Court, County, Document #, noted
on Certificate #

Acknowledges satisfaction and hereby releases the aforesaid lien.

Executed and sealed this 15th day of April 1952.



City of FAIRHAVEN
Town of
[Signature]
delegated agent of the Board of
Public Welfare of
FAIRHAVEN

THE COMMONWEALTH OF MASSACHUSETTS

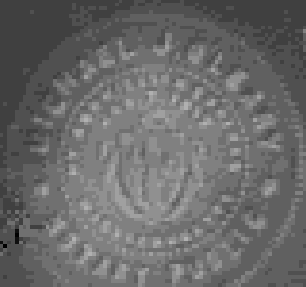
Bristol ss. April 15 1952

There personally appeared the above named
and acknowledged the foregoing instrument to be the free act and deed

city of FAIRHAVEN
of the town of

, before me
[Signature]
Notary Public

My commission expires January 7, 1955



received & recorded April 21 1952, at 8 hrs. & 47 min. A. M.

BRISTOL COUNTY
REGISTRY OF DEEDS
PRIVATE ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
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BRISTOL COUNTY
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PRIVATE ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PRINTED ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PRINTED ONLY

3065

1047 331

I, JAMES J. WEINSTEIN, of Boston, Suffolk County, Massachusetts, Trustee in Bankruptcy in the matter of Mortimer D. Kennedy, doing business under the name of M. D. Kennedy Co. of New Bedford, Massachusetts, case #784-50, U.S. District Court for the District of Massachusetts, by power conferred by said Court and every other power, for five hundred Dollars (\$500.) paid,

do hereby

certify that

the within and foregoing premises were owned by Mortimer D. Kennedy and Lillian A. Kennedy as joint tenants and both of New Bedford, Massachusetts, Bristol County.

and

with warranty

do hereby certify that the within and foregoing premises are located in said New Bedford with the buildings thereon bounded and described as follows:

Beginning at the south-westerly corner thereof, at a point in the westerly line of Fern Street, distant northerly therein forty-five and 94/100 (45.94) feet in line of lot #83 on plan of Annette M. C. Jhan drawn by Frank M. Metcalf dated April 30, 1918 and on file in the Bristol County (SD) Registry of Deeds in Plan Book 18 at page 36, to lot #33 on said plan;

thence, northerly in line of lot #83, forty-one (41) feet to the southwest corner of lot #25 on said plan;

thence, easterly in line of said lot 25 ninety and 6/100 (90.06) feet to said westerly line of Fern Street; and

thence, southerly therein forty-one and 80/100 (41.80) square rods more or less.

Being lot #84 on plan above mentioned and being the same premises deeded to us by Jessie E. Kennedy dated February 15, 1949 and recorded in the Bristol County (SD) Registry of Deeds in Book 956 at page 96.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
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BRISTOL COUNTY MASSACHUSETTS
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BRISTOL COUNTY MASSACHUSETTS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
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STAMP: BOSTON COUNTY REGISTER OF DEEDS

STAMP: BOSTON COUNTY REGISTER OF DEEDS

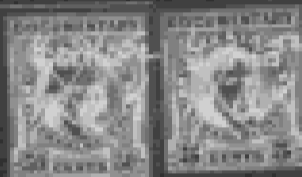
1047 232

Notary Public, State of Massachusetts

Witness to said instrument of conveyance by the conveyance and other interests therein

Witness my hand and seal this 11th day of April 1952

James J. Weinstein
Trustee in Bankruptcy of
Walter W. Kennedy



STAMP: BOSTON COUNTY REGISTER OF DEEDS

STAMP: BOSTON COUNTY REGISTER OF DEEDS

The Commonwealth of Massachusetts

Suffolk ss April 11, 1952

Then personally appeared the above named JAMES J. WEINSTEIN

and acknowledged the foregoing instrument to be his free act and deed before me, Trustee in Bankruptcy aforesaid, before me,

Wilton Cook

Notary Public, State of Massachusetts

My commission expires

July 12



Received & recorded April 21 1952 at 10 hrs. & 30 min. A.M.

STAMP: BOSTON COUNTY REGISTER OF DEEDS

STAMP: BOSTON COUNTY REGISTER OF DEEDS

STAMP: BOSTON COUNTY REGISTER OF DEEDS

We, Roland Auger and Loretta Auger, husband and wife,

of New Bedford,

being married, for consideration paid, grant to

Frank Kulosa

of New Bedford

with warranty therein

the land in

said New Bedford, bounded and described as follows:

(Description and measurements, if any)

Beginning at the point of intersection of the west line of Conduit Street with the south line of Maryland Street, thence westerly along said south line of Maryland Street 24.51 feet, thence in a westerly direction in line of land of other parties 12.78 feet to a corner, thence southerly along land of other parties 45 feet to a corner, thence easterly 25.79 feet to said west line of Conduit, thence northerly therein 41 feet to the point of beginning:

Containing 4.42 square rods, more or less:

Conveyed subject to any sewer or betterment tax or assessment.

Being part of premises conveyed to me by the New Bedford Institution for Savings by deed dated February 27, 1945 and recorded in the Bristol S.D. Registry of Deeds, in book 892, page 378.

We

husband of said grantor,
wife

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 September 1951.

Roland Auger
Loretta Auger

no stamp required

The Commonwealth of Massachusetts

Bristol ss. New Bedford, September 13, 1951.

Then personally appeared the above named Roland Auger and Loretta Auger

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

Anna Auger

My Commission expires

Nov 24 1953

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENT ONLY

1047 334

3068

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

Helen Curylo

to said Corporation, dated January 23, 1946 A. D. and recorded with Bristol County S. D. Registry of Deeds, book 907 page 578-9 acknowledges satisfaction of the same.

In witness whereof, the said NEW BEDFORD FIVE CENTS SAVINGS BANK,

by W. Kempton Read, its President, thereto duly authorized, has caused its corporate name to be hereto subscribed and its corporate seal hereto affixed, this twenty-first day of April, 1952 A. D.

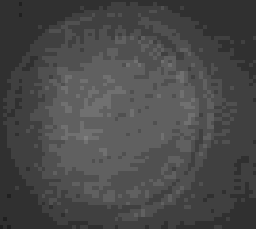
Signed and sealed in the presence of

NEW BEDFORD FIVE CENTS SAVINGS BANK

By

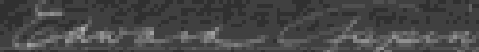


President
Treasurer
Asst. Treasurer



Commonwealth of Massachusetts

Bristol, ss. New Bedford, April 21, 1952. Then personally appeared the above-named W. Kempton Read, President, 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 Jan 21, 1955

April 21, 1952 at 11 o'clock and 1 minutes A. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENT ONLY

3069

I, Helen Gurylo

of New Bedford

Bristol

County, Massachusetts

being married, for consideration paid, grant to

Wanda C. Debrowski

of New York, N. Y.

with mortgage contracts, to secure the payment of

Six Thousand

(\$6000)----- Dollars

in five (5) years with four (4%) per cent interest, per annum
quarterly and
payable two hundred (\$200) every 3 months on principal
as provided in note of even date.

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

FIRST PARCEL: Consisting of lots 25-26-27-30-31 and 32 and are together bounded and described as follows: Beginning at the southwest corner of this parcel at the point of intersection of the north line of Hazard Street with the east line of State Street; thence northerly in said east line of State Street two hundred nine and 75/100 (209.75) feet; thence easterly by lots 28 and 33 on said plan one hundred seventeen and 60/100 (117.60) feet to the west line of Austin Court; and thence southerly in said west line two hundred thirteen (213) feet to the north line of Hazard Street; thence westerly in said north line of Hazard Street one hundred twenty-two and 39/100 (122.39) feet to the point of beginning. Containing ninety-three and 14/100 (93.14) square rods more or less.

SECOND PARCEL: Consisting of lots 35-36-40 and 41 and are together bounded as follows: Beginning at the southwest corner of this parcel at the point of intersection of the north line of Hazard Street with the east line of Austin Court; thence northerly in said east line of Austin Court one hundred thirty-nine and 72/100 (139.72) feet; thence easterly by lots 37 and 42 on said plan one hundred twenty-three and 30/100 (123.30) feet to the west line of Pleasant Street; thence southerly in said west line one hundred forty-two and 94/100 (142.94) feet to the north line of Hazard Street; and thence westerly in said north line of Hazard Street one hundred twenty-three and 39/100 (123.39) feet to the point of beginning. Containing sixty-four (64) square rods more or less.

Discharge
11/14/65
1165-99

BOSTON COUNTY
REGISTER OF DEEDS
PREVENTIVE ONLY

BOSTON COUNTY
REGISTER OF DEEDS
PREVENTIVE ONLY

BOSTON COUNTY
REGISTER OF DEEDS
PREVENTIVE ONLY

BOSTON COUNTY
REGISTER OF DEEDS
PREVENTIVE ONLY

BOSTON COUNTY
REGISTER OF DEEDS
PREVENTIVE ONLY

1047 336

This mortgage is upon the statutory condition,

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

Stanley Curylo

husband
XXX of said mortgagee,

release to the mortgagee all rights of ~~tenancy by the curtesy~~ ^{tenancy by the curtesy} and other interests in the mortgaged premises.

Witness my hand and seal this 21st day of April 19 52

Alice F. Duffaut

Helen Curylo

The Commonwealth of Massachusetts

Bristol

ss.

New Bedford, Mass., April 21, 19 52

Then personally appeared the above named

Helen Curylo

and acknowledged the foregoing instrument to be ~~her~~ ^{her} free act and deed, before me

Alice F. Duffaut

Alice F. Duffaut
Notary Public - XXXXX

My Commission expires May 25, 1956.

Received & recorded April 21 1952, at 11 hrs & 2 min A. M.

H. LEACH MACHINERY COMPANY LEASE

between H. LEACH MACHINERY COMPANY, a Rhode Island corporation of the City of Providence,
hereinafter referred to as "Company" and The Sawyer Display Corp.
(Name) 90 Riverside Ave., New Bedford, Mass.
(Address)
hereinafter called "second party."

WITNESSETH: The second party hereby receives and hires from said Company the following described property, to be used by the second party only at the above address:

1	Leach #251 B&S #1 1/2 Plain Milling Machine with Master Motor Drive & Motor equipped with QCG Box for feed & coolant pump, equipped with Eklund High Speed Vertical Head Motor Driven - Reconditioned	1500.00
1	Leach #445 H.J. Aberbeck 17" Crankshaper equipped w/Four Speed Motor Drive Inc. motor, tool post, switch, graduated swivel vise, - as is	575.00
1	Leach #283 Niagara A2 OBI Power Press 1 3/4" stroke with Motor Drive & Motor - Reconditioned	800.00
1	Leach #364 Bliss #21 OBI Power Press 5" Stroke B/D - Reconditioned	900.00
1	Leach #363 Bliss #21 OBI Power Press 5" Stroke B/D - Reconditioned	900.00
1	Leach #282 Std. Mach. Co. #38 OBI Power Press 1 1/4" Stroke with Motor Drive & Motor - Rebuilt	800.00
1	Leach #444 Whitcomb & Blaisdell 15" Swing x 6' Bed Lath equipped with steady rest, thread chasing dial, 10" & Jaw chuck, centers, tool post, dog plate, Motor Drive & Motor	600.00
		6075.00
	1% Insurance of seller's interest	60.75
		6135.75

6% Interest on Unpaid Balance.

The second party agrees to pay the Company at its office for the use and rental of said property, the sum of Six thousand one hundred thirty five dollars (\$ 6135.75) as follows: \$ 1800.00 on the signing hereof, and the balance in monthly installments of \$ 1819.75 each, payable on the 18 th, day of each and every month beginning with the 18th, day of June 19 52.

Provided that in case of failure to pay any one of said installments as aforesaid, the whole amount remaining unpaid shall thereupon become due and payable.

The second party agrees not to mortgage, pledge, sell, lease or remove said goods from said address, without the specific written consent of the Company, to be responsible for all damage to said goods, to keep said goods insured against damage by fire and other casualties for their full value, the loss if any to be payable first to the Company as its interest may appear, and to furnish the Company with all policies of insurance or certificates thereof. Title to said property, and all accessories, improvements and additions thereto, together with all goods hereafter leased and added to this contract, shall remain in the Company until the same are fully paid for and until any judgment for or on account of the same is satisfied in full, and upon such full payment and satisfaction the Company agrees to transfer title thereto to the second party.

If the second party hereafter leases other goods from the Company, such goods shall be added to this contract and the parties shall forthwith execute a supplemental lease which shall be attached to this contract and become a part thereof; and title to all goods, included herein or added herein or included in any such supplemental lease, shall remain in the Company until all of said goods are fully paid for and any such judgment fully satisfied.

If the second party shall fail to make any payment when due or fail to comply with any condition hereof or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the second party, or if an execution or attachment shall be levied against said property, or if the Company shall deem the property in danger of seizure or confiscation or shall deem its security therein impaired, the Company shall forthwith have the right or option to declare the balance of said payment or payments due and payable and with or without notice take immediate possession of and remove said property (including any added equipment or accessories), and may enter any premises where said property may be and remove the same without hindrance; and in such case the Company shall have the right either (1) to sell said property with or without notice at public or private sale, and after deducting the legal expenses and expense of taking, removing and selling the same, credit the balance to the second party; and the second party hereby agrees to pay the amount of any deficiency then due, with interest and expense of collection, including attorney fees and disbursements; or (2) to hold the property free and clear of any claim of the second party and to retain all payments made hereunder for the use of said property by the second party, and the second party shall pay all sums due in accordance with the terms of this agreement as additional payment for such use.

This contract shall benefit and bind the heirs, executors, administrators, successors and assigns of each of the parties. This contract embodies all the terms and agreements between said parties, who agree that there are no other understandings oral or otherwise. The Company shall have the right to entrance one or more remedies hereunder successively or concurrently, and such action shall not stop or prevent the Company from pursuing one further remedy, and any representation or taking or sale of the property, pursuant hereto, shall not operate to release the second party until full payment has been made in cash.

Dated at Providence, R. I. on April 18 19 52

Witness:
[Signature]
[Signature]

H. LEACH MACHINERY CO.
By *[Signature]*
The Sawyer Display Corp.
By *[Signature]* Second party
PROD.

Recorded & Indexed April 21 1952, at 2 hrs. & 36 min. P M.

Bristol County Registry of Deeds
Private Only

Bristol County Registry of Deeds
Private Only

3071

THIS INSTRUMENT SHOULD BE FILED AT ONCE FOR RECORD OR REDEMPTION

FORM 407

INSTRUMENT OF REDEMPTION
TITLE IN MUNICIPALITY

1047 338

THE COMMONWEALTH OF MASSACHUSETTS

Town of Acushnet

NAME OF CITY OR TOWN

OFFICE OF THE TREASURER

The ~~City~~ Town of Acushnet, holder of a tax title under
taking ~~xxx~~ for non-payment of the 19 ~~51~~ taxes assessed to

Wendall P. Hathaway

685 Main Street, Acushnet

on had described in the instrument of taking ~~xxxxxxxxxxxx~~ conveying said title, dated December 28
19 ~~51~~, and recorded ~~xxxxxxx~~ with Bristol County S. D. Registry of Deeds,
Book 1037, Page 413, ~~xxxxxxx~~ ~~xxxxxxx~~

does hereby, pursuant to General Laws, Chapter 60, Section 62, acknowledge satisfaction of the
tax title account secured by such ~~xxxxxxxxxxxx~~ instrument of taking

DESCRIPTION OF LAND

AS APPEARING IN INSTRUMENT OF TAKING ~~xxxxxxxxxxxx~~

85-15 Hathaway, Wendall P. Land with buildings thereon containing
120 acres more or less on the westerly side of Main Street. See
Registry book 898, page 325. Tax for 1951 Balance \$137.25

NAME OF PERSONS TO WHOM THE DUTY OF PAYING THE TAXES REFERRED TO IN THIS INSTRUMENT

Witness the execution of this instrument this 7th day of April, 1952

City of Acushnet

By *Allan L. Rawcliffe*, Treasurer

THE COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. April 21, 1952

Then personally appeared the above-named Allan L. Rawcliffe
Treasurer of the ~~City~~ Town of Acushnet, and acknowledged the foregoing
instrument to be the free act and deed of said ~~City~~ town.

Before me,

My commission expires *Oct 29, 1952* *Robert Shepley*
NOTARY PUBLIC - JUSTICE OF THE PEACE

THIS FORM APPROVED BY HENRY F. LINS, COMMISSIONER OF CORPORATIONS AND TRUSTS,
ROBERT S. WARREN, INC., PUBLISHERS, BOSTON. Form 3 received & recorded April 21, 1952, at 2 P.M. & 37 min. P. M.

Bristol County Registry of Deeds
Private Only

Bristol County Registry of Deeds
Private Only

Bristol County Registry of Deeds
Private Only

Bristol County Registry of Deeds
Private Only

Bristol County Registry of Deeds
Private Only

3072

I, Bartholomew Power,

of New Bedford Bristol County, Massachusetts,
being unmarried, for consideration paid, grant to
Spain

of said New Bedford with warranty covenants

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

(Description and encumbrances, if any)

Beginning at the southwest corner thereof, at a point of inter-
section of the north line of Bedford Street and the east line of
Brigham Street; thence

NORTHERLY - in said east line of Brigham Street fifty and 20/100
(50.20) feet to land now or formerly of Manuel de S.
Santos; thence

EASTERLY - in line of last named land sixty and 90/100 (60.90)
feet to a corner; thence

NORTHERLY - twenty-four (24) feet to land now or formerly of Raphael
and de Vello; thence

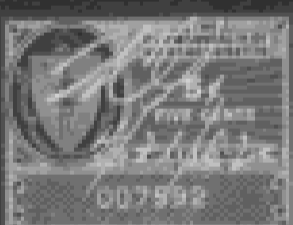
EASTERLY - in line of last named land thirty-nine (39) feet to other
land of Raphael and de Vello; thence

SOUTHERLY - in line of last named land seventy-four (74) feet to a
point in the said north line of Bedford Street; and thence

WESTERLY - in said north line of Bedford Street ninety-nine and
20/100 (99.20) feet to the place of beginning.

Containing twenty-one and 70/100 (21.70) rods, more or less,
and being the same premises conveyed to me by George W. T. Case by
deed dated September 3, 1917 and recorded with Bristol County (S.D.)
Registry of Deeds, book 453, page 569.

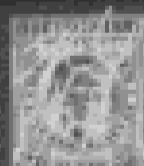
Said premises are conveyed subject to the real estate tax for
1952 which the grantees assume and agree to pay.



of said grantor

Witness my hand and seal this Twenty-first day of April 1952.

Bartholomew Power



The Commonwealth of Massachusetts



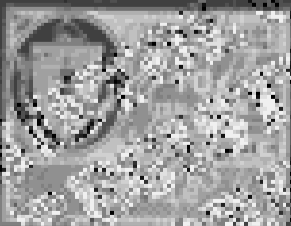
Bristol ss. April 21, 1952

Then personally appeared the above named Bartholomew Power

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

Walter C. Gardner
Notary Public - Bristol & Barnstable

My Commission expires Feb. 16, 1953



Received & recorded April 21 1952, at 2 hrs. & 47 min. P. M.

Bristol County
Registry of Deeds
1047-117

Bristol County
Registry of Deeds

1047 340

3073

Know all men by these presents that I Beatrice S. Epstein
 of New Bedford Bristol County, Massachusetts,
~~XXXXXXXXXX~~ for consideration paid, grant to the NEW BEDFORD MORRIS PLAN COMPANY,
 situated in New Bedford, Bristol County, Massachusetts, with MORTGAGE COVENANTS to secure
 the payment of Six Thousand (6000) Dollars
 in or within Fifteen years from this date, with interest thereon at the rate of Five per cent
 per annum, payable in monthly installments of \$ 47.45 on the Twenty-first day
 of each month hereafter, which payments shall first be applied to interest then due and the balance thereof
 remaining applied to principal; the interest to be computed monthly in advance on the unpaid balance, together
 with such fines on payments in arrears as are provided for in the by-laws of said company; all as provided in

 date 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 of
 inter-section of the north line of Bedford Street and the east line
 of Brigham Street; thence

- NORTHERLY- In said east line of Brigham Street fifty and
 20/100 (50.20) feet to land now or formerly of
 Manuel de S. Santos; thence
- EASTERLY - in line of last named land sixty and 80/100
 (60.80) feet to a corner; thence
- NORTHERLY- twenty-four (24) feet to land now or formerly
 of Raphael and de Mello; thence
- EASTERLY - in line of last named land thirty-nine (39) feet
 to other land of Raphael and de Mello; thence
- SOUTHERLY - in line of last named land seventy-four (74)
 feet to a point in the said north line of
 Bedford Street; and thence
- WESTERLY - in said north line of Bedford Street ninety-nine
 and 20/100 (99.20) feet to the place of beginning

Containing twenty-one and 70/100 (21.70) rods, more or less,
 and being the same premises conveyed to me by Bartholomew Power by
 deed of even date to be recorded herewith.

Bristol County
Registry of Deeds

Bristol County
Registry of Deeds

Bristol County
Registry of Deeds

Bristol County
Registry of Deeds

Bristol County
Registry of Deeds

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PRIVATE ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PRIVATE 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, mats, 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 conditions that the provisions of General Laws Chapter 172A Section 7 (Acts of 1945, Chapter 192) and any amendments thereof shall at all times be complied with and upon the further condition that the mortgagor shall pay to the mortgagee monthly, in addition to all other payments heretofore set forth, an amount equal to one-twelfth (1/12th) 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.

Failure to comply with the 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.

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 Beatrice S. Epstein, and Oscar E. Epstein TRUSTEES of said mortgagee
being intermarried

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

Witness ONE hand and seal this twenty-first day of April 1952

Arthur Epstein
to both

Beatrice S. Epstein
Oscar E. Epstein

The Commonwealth of Massachusetts

Bristol, ss. April 21, 1952

Then personally appeared the above-named Beatrice S. Epstein and Oscar E. Epstein

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

George B. Goodman
Notary Public - BRISTOL COUNTY MASSACHUSETTS

My Commission Expires June 15, 1954

Recorded & indexed April 21 1952, at 2 hrs. & 48 min. P. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PRIVATE ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PRIVATE ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PRIVATE ONLY

RECORDED & INDEXED
APR 21 1952
2 48 P. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PRIVATE ONLY

Bristol County
Registry of Deeds
Private Only

Bristol County
Registry of Deeds
Private Only

1047 342

3075

The Fairhaven Institution for Savings, a corporation under the laws of Massachusetts, located at Fairhaven, Massachusetts, holder of a mortgage from Joseph Victorino Jr., et ux

to The Fairhaven Institution for Savings, dated January 16, 1952

recorded with Bristol County S.D. Registry of Deeds Book 1039 Page 62 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 16th day of April 19 52

FAIRHAVEN INSTITUTION FOR SAVINGS

by Orin B. Carpenter Treasurer

Commonwealth of Massachusetts

Bristol, ss. Fairhaven, Mass. April 16 19 52

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

before me Theresa E. Anderson Notary Public

My commission expires Sept. 27, 1957 19 52

Received & recorded April 21 1952, at 3 hrs. & 58 min. P. M.

Bristol County
Registry of Deeds
Private Only

Bristol County
Registry of Deeds
Private Only

Bristol County
Registry of Deeds
Private Only

Bristol County
Registry of Deeds
Private Only

Bristol County
Registry of Deeds
Private Only

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

Discharge
10/20/35
1162-466

1075
We, Maurice J. Poyant and Irene Poyant, husband and wife,

of New Bedford Bristol County, Massachusetts

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

Francisco d'O. Abreu and Inez P. Abreu, husband and wife,

of said New Bedford

with mortgage covenants, to secure the payment of

NINE THOUSAND THREE HUNDRED - - - - - and - - - - - no/100 Dollars

ON DEMAND, with quarterly principal payments of two hundred and fifty (250) dollars

at the rate of FOUR (4) per cent interest, per annum, payable

~~annually~~ Quarterly

as provided in one note of even date,

the land in said New Bedford, with all buildings thereon, bounded and described as follows: (Description and reconstructions, if any)

First Parcel:

Being Lots 334 and 335 on plan of "Bel Air Park Addition", made by F.M. Metcalf, C.E., recorded in Bristol County (S.D.) Registry of Deeds, plan book 7, page 5, and being bounded and described as follows:

Beginning at the southwest corner hereof at a point in the north line of Abrams Street, said street being designated as "Myrtle Street" on said plan, distant 86.54 feet east of the east line of Acushnet Avenue;

Thence northerly by Lots 336 and 337 on said plan 80 feet;

Thence easterly by Lots 340 and 341 on said plan 60 feet;

Thence southerly by Lot 333 on said plan 80 feet to said north line of Abrams Street; and

Thence westerly in said north line of Abrams Street 60 feet to the place of beginning.

Containing 17.63 sq. rods, more or less.

Second Parcel:

Beginning at a point in the northerly line of Abrams Street, formerly Myrtle Street, distant easterly therein 146.54 feet from the point of intersection of the northerly line of said Abrams Street with the easterly line of Acushnet Avenue as shown on plan of Bel Air Park Addition, New Bedford, Mass., made by Frank M. Metcalf, C.E., dated December 1908 and recorded in said Registry in plan book 7, page 5;

thence running northerly, bounded westerly by Lot 334 on said plan 80 feet;

thence running easterly, bounded northerly by Lots 342, 343, and 344 on said plan 120 feet;

thence running southerly, bounded easterly by Lot 330 on said plan 80 feet to said northerly line of Abrams Street; and

thence running westerly in said northerly line of Abrams Street 120 feet to the point of beginning.

Being Lots 331, 332, and 333 on said plan.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

1047 344

Third Parcel:

Bounded and described as follows:

On the north by Lot 337 on said plan there measuring 95.65 feet;
 On the east by Lot 335 on said plan 40 feet;
 On the south by the north line of Abrams Street, formerly called Myrtle Street on said plan 86.54 feet; and
 On the west by the east line of Acushnet Avenue 41.02 feet.

Containing 13.38 sq. rods, more or less, and being Lot 336 on said plan.

Said three foregoing parcels being the second, third, and fourth parcels conveyed to us by deed of Luke Smith, dated August 18, 1950, recorded in said Registry, book 998, page 42.

This mortgage is upon the statutory condition.

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

husband of said mortgagor, wife

release to the mortgagee all rights of ^{signatory by the mortgagee} ~~lender and assignee~~ and other interests in the mortgaged premises.

Witness our hands and seals this 21st day of April 1952

Maurice J. Poyant
Irene Poyant

The Commonwealth of Massachusetts

Bristol, New Bedford, April 21, 1952

Then personally appeared the above named

Maurice J. Poyant and Irene Poyant

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

Joseph J. de Freitas
Notary Public - Justices of the Peace
My commission expires February 20, 1953.

Received & recorded April 21 1952, at 4 hrs & 2 min P. M.

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY
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BRISTOL COUNTY
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BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED

1047

345

3063

1047-345

I, Harris Horvitz, of Fall River, Bristol County, Massachusetts,
one of the mortgagors named in and present
holder of a mortgage
from Mary Costa Perry
to Abraham Horvitz and Harris Horvitz
dated December 14, 1927
recorded with Bristol County South District Registry of Deeds
Book 660 Page 427 acknowledges satisfaction of the same

WITNESS my hand and seal this 18th day of April 1952.
Roland G. Desmarais *Harris Horvitz*

The Commonwealth of Massachusetts

Bristol, ss. Fall River, April 17, 1952

Then personally appeared the above-named Harris Horvitz
and acknowledged the foregoing instrument to be his free act and deed, before me

Roland G. Desmarais
Roland G. Desmarais
Notary Public

My commission expires March 5, 1953.

received & recorded April 21 1952 at 9 hrs & 49 min A.M.

3064

1047-345

I, James M. Kearney, of New Bedford, Bristol County,
Massachusetts,
holder of a mortgage
from Bernard J. Kearney
to me
dated March 31, 1948
recorded with Bristol County (S.D.) Registry of Deeds
Book 915 Page 139 acknowledge satisfaction of the same

WITNESS my hand and seal this 21st day of April, 1952.

James M. Kearney

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED

Bristol County Registry of Deeds
PREVENT FORGERY

1047 346

The Commonwealth of Massachusetts

Bristol, ss. April 16, 1952

Then personally appeared the above named James S. Downey

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

before me

William S. Downey
William S. Downey - Notary Public - BRISTOL COUNTY

My commission expires August 16, 1957.

Received & recorded April 21 1952, at 10 hrs. & 17 min. A. M.

3067

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 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,

from Servulo Paquette

to the Trustees of the Attleborough Savings and Loan Association

dated April 7, 1951

recorded with Southern District, Bristol County Registry of Deeds

Book 559 Page 94-95 acknowledge satisfaction of the same

Witness my hand and seal this sixteenth day of April 19 52

Hartwell H. Crossman

Trustees of the Attleborough Savings and Loan Association

By *John E. Turner*

Treasurer, Attleborough Savings and Loan Association

The Commonwealth of Massachusetts

Bristol, ss. April 16, 1952

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

Hartwell H. Crossman
Hartwell H. Crossman - Notary Public - BRISTOL COUNTY

My commission expires October 26, 1956

Received & recorded April 21 1952, at 10 hrs. & 33 min. A. M.

Bristol County Registry of Deeds
PREVENT FORGERY

Bristol County Registry of Deeds
PREVENT FORGERY

Bristol County Registry of Deeds
PREVENT FORGERY

3124

I, Maria Madard, formerly Maria Bouchard, married,

of New Bedford

Bristol County, Massachusetts,

do hereby convey for consideration paid, grant to Victor A. Lavoie and Florette G. Lavoie, 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, bounded and described as follows:

(Description and circumstances, if any)

Beginning at the northeasterly corner of the land hereby conveyed at a point in the west line of Brightman Street one hundred fifty (150) feet northerly therein from the intersection of said west line of Brightman Street and the north line of Sylvia Street;

thence westerly one hundred twenty-four and 93/100 (124.93) feet in line of land now or formerly of Jeannette T. McDonald;

thence southerly forty-nine and 94/100 (49.94) feet to other land of the grantor;

thence easterly about one hundred twenty-eight and 10/100 (128.10) feet in the north line of said other land of the grantor and in the north line of land now or formerly of Lucien Bouchard et ux to the said west line of Brightman Street; and

thence northerly fifty and 06/100 (50.06) feet in said west line of Brightman Street to the point of beginning.

Being part of the premises conveyed to me by deed of Yvette Bouchard dated April 1, 1947 and recorded with Bristol County S. D. Registry of Deeds, Book 926, Page 347.

The above described premises are conveyed subject to the taxes for the year 1952 which the grantees hereby agree to assume and to pay.

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

1047 348

I, Leo G. Madard,

husband of said grantor,
witness

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

Witness our hands and seal this 20th day of March 1952

Ernest Dionne
Witness to both

Maria Madard
Leo G. Madard

No stamps required

The Commonwealth of Massachusetts

Bristol,

ss.

New Bedford

March 20, 1952

Then personally appeared the above named Maria Madard

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

(T.N.E.)

Ernest Dionne
H. Ernest Dionne Notary Public - MASSACHUSETTS

My Commission expires December 8, 1955

Received and recorded April 22, 1952 at 2 hrs. and 8 min. P.M.

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

3104

We, Manuel Laronda and Kathleen E. Laronda, husband and wife, of Fairhaven, Bristol County and Commonwealth of Massachusetts,

for consideration paid grant to the NEW BEDFORD FIVE CENTS SAVINGS BANK, a corporation established by authority of the Commonwealth of Massachusetts and doing business at New Bedford in the County of Bristol in said Commonwealth, with mortgage covenants to secure the payment of

ELEVEN THOUSAND EIGHT HUNDRED (\$11,800.00) Dollars

XXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXX, payable XXXXXXX 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 New Bedford and Fairhaven, Bristol County and Commonwealth of Massachusetts, bounded and described as follows:

PARCEL ONE: (Land in New Bedford, unregistered land)

BEGINNING at a point formed by the intersection of the south line of Maryland Street and the east line of Caswell Street;

thence SOUTHERLY in said east line of Caswell Street eighty (80) feet;

thence EASTERLY sixty-eight (68) feet;

thence NORTHERLY eighty (80) feet to the south line of Maryland Street;

and thence WESTERLY therein sixty-eight (68) feet to the point of beginning.

Containing nineteen and 98/100 (19.98) rods, more or less.

Being lot numbered 76 on plan of land of Frank Kulesza, dated August 21, 1946 and filed with Bristol County S.D. Registry of Deeds, plan book 37, page 15.

Being the same premises conveyed to us by deed of Frederick J. Reusch of even date to be recorded herewith.

PARCEL TWO: (Land in Fairhaven, registered land)

EASTERLY by Sunrise Court, one hundred (100) feet;

SOUTHERLY by Bernese Street, sixty (60) feet;

WESTERLY by Lot 104 on plan hereinafter mentioned, one hundred (100) feet; and

NORTHERLY by Lot 105 on said plan, sixty (60) feet.

Said land is shown as Lot 106 on subdivision plan 1135B

(Sheet 1) drawn by Milton H. Dean, Surveyor, dated September 17, 1928, and 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 10, page 28, with Certificate of Title No. 2141.

For our title see Certificate of Title No. 4826.

Deci
1/25/60
1309-578

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
RECEIVED

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
RECEIVED

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
RECEIVED

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
RECEIVED

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
RECEIVED

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
RECEIVED

ASTOL COUNTY
REGISTRY OF DEEDS
NEW YORK

ASTOL COUNTY
REGISTRY OF DEEDS
NEW YORK

1047 350

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 heretofore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of

the land; that from the money arising from said sale and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagor may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagor's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgagee the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon.

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.

ASTOL COUNTY
REGISTRY OF DEEDS
NEW YORK

ASTOL COUNTY
REGISTRY OF DEEDS
NEW YORK

ASTOL COUNTY
REGISTRY OF DEEDS
NEW YORK

ASTOL COUNTY
REGISTRY OF DEEDS
NEW YORK

ASTOL COUNTY
REGISTRY OF DEEDS
NEW YORK

STONINGTON COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

STONINGTON COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

1047 351

WITNESS out hands and common seal this twenty-second day of April in the year one thousand nine hundred and fifty-two.

Signed, sealed and delivered in presence of

Byron S. Prescott
by both

Manuel Laronda
Richard C. Laronda

Commonwealth of Massachusetts

Noted at New Bedford, April 22 1952

That personally appeared the above-named Manuel Laronda and acknowledged the foregoing instrument to be his free act and deed.

Witness my hand and seal

Byron S. Prescott
Notary Public

My commission expires 10 June 1953

April 22 1952 at 10 o'clock and 23 minutes A.M.

STONINGTON COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

STONINGTON COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

STONINGTON COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

STONINGTON COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

STONINGTON COUNTY REGISTER OF DEEDS PREVENTIVE ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

1047 352

3126

COMMONWEALTH OF MASSACHUSETTS

LAND COURT

TO ALL WHOM IT MAY CONCERN:

I, Vasilios L. Soucaras, of New Bedford

hereby give notice that, on the 22nd day of April 1952, I
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:

WESTERLY by the easterly line of Ashley Boulevard 36.50 feet;
NORTHERLY by land of Secondo and Mary C. Bosio 66.06 feet;
EASTERLY by land of Joseph Boulay Jr. and Clara Boulay 36 feet;
SOUTHERLY by land of Manuel Andrews 66.04 feet.
Containing 8.79 square rods.

John P. Byrne
Attorney for
Vasilios L. Soucaras

Received & recorded April 11 1952, at 2 hrs. 44 min. P. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

3129

1047 353

DUPLICATE

LEASE

between

John H. Browne and Dorothy F. Browne, his wife

and

THE UNITED STATES OF AMERICA

Standard Form No. 2
Approved by the President, May 22, 1923
1443

Assign. of
Lease as
collateral
12/8/61
1357-476

1. This LEASE, made and entered into this 17th day of March, in the year one thousand nine hundred and fifty-two by and between John H. Browne and Dorothy F. Browne, his wife

whose address is Glenn Road, North Dartmouth, Massachusetts

for themselves, their heirs, executors, administrators, successors and assigns, hereinafter called the Lessor, and the UNITED STATES OF AMERICA hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following-described premises, viz: All that certain room, 23'3" x 48'6", providing 1128 square feet of floor space, net, inside measurements, on the first floor, of the one-story, wood premises, situated on the southwest corner of Elm and Bridge Streets, in

South Dartmouth, Bristol County, Massachusetts

to be used exclusively for the following purposes: As and for postal purposes in

South Dartmouth, Bristol County, Massachusetts

BRISTOL COUNTY MASS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASS
REGISTER OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASS
REGISTER OF DEEDS
PROPERTY ONLY

BOSTON COUNTY
REGISTRY OF DEEDS
PREFATORY ONLY

BOSTON COUNTY
REGISTRY OF DEEDS
PREFATORY ONLY

1047 354

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning April 29, 1952 and ending with April 28, 1962 (ten years in all)

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by any one other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

5. This lease may, at the option of the Government, be renewed at a rental of _____

and otherwise upon the terms and conditions herein specified, provided notice be given in writing _____ or at least _____ months before this lease would expire, and that no renewal thereof shall extend the period of occupancy of the premises beyond the day of _____

DELETED

6. The Lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following: Said room, fitted and supplied by the Lessor with a good fireproof safe with burglar resisting chest, and all boxes, fixtures and furniture requisite to make the said room or rooms in every way satisfactory for use as a post office, provided that after installation and acceptance of such equipment no additional equipment shall be required except for replacements. The Lessor shall pay all taxes and water rates, and shall have this lease duly recorded, and shall properly protect all windows and doors in the workroom by good locks, with inside bar on rear door and iron bars on all except front windows, according to requirements. The Lessor shall furnish lighting fixtures, plumbing and toilet facilities, and water and electric meters, all as now installed in the demised premises; satisfactory heat and water. The Lessor shall keep all items furnished under this paragraph in good repair and proper condition to the satisfaction of the Government, except in case of damage arising from the act or the negligence of the Government's agents or employees.

7. The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and tenable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the

BOSTON COUNTY
REGISTRY OF DEEDS
PREFATORY ONLY

BOSTON COUNTY
REGISTRY OF DEEDS
PREFATORY ONLY

BOSTON COUNTY
REGISTRY OF DEEDS
PREFATORY ONLY

BOSTON COUNTY
REGISTRY OF DEEDS
PREFATORY ONLY

BOSTON COUNTY
REGISTRY OF DEEDS
PREFATORY ONLY

ASTORIA COUNTY
REGISTER OF DEEDS
PREVENTED

ASTORIA COUNTY
REGISTER OF DEEDS
PREVENTED

1047 355

Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted: Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government ninety days before the termination of the lease."

9. The Government shall pay the Lessor for the premises rent at the following rate: **Thirteen hundred and fifty dollars (\$1,350) per annum.**

Payment shall be made at the end of each **month.**

10. Whenever any building or part of a building under lease becomes unfit for use as a post office, no rent shall be paid until the same shall be put in a satisfactory condition by the owner thereof for occupation as a post office, or the lease may be canceled, at the option of the Postmaster General.

(a) This lease may be terminated upon ninety days' notice in writing to the Lessor whenever the Post Office Department shall decide to move the office into a Government-owned building which shall have been provided for it.

(b) This lease may be terminated upon ninety days' notice in writing to the Lessor whenever, in the judgment of the Department, the growth of the service at that office renders additional room necessary and the Lessor is unable or unwilling to furnish suitable and sufficient additional space at an additional rental satisfactory to the Department.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

12. The contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor shall include in all subcontracts a provision imposing a like obligation on subcontractors.

Paragraph 5 deleted before signing.

ASTORIA COUNTY
REGISTER OF DEEDS
PREVENTED

ASTORIA COUNTY
REGISTER OF DEEDS
PREVENTED

ASTORIA COUNTY
REGISTER OF DEEDS
PREVENTED

ASTORIA COUNTY
REGISTER OF DEEDS
PREVENTED

ASTORIA COUNTY
REGISTER OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTER OF DEEDS
PREVENT ONLY

BRISTOL COUNTY (S. 100)
REGISTER OF DEEDS
PREVENT ONLY

1047 356

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

[CORPORATE SEAL AREA]
OF INCORPORATION

<u>John H. Brown</u>	(SEAL)
<u>Dorothy F. Brown</u>	(SEAL)
_____	(SEAL)
_____	(SEAL)
_____	(SEAL)
_____	(SEAL)
_____	(SEAL)

Lessor.

(Two witnesses required to signature of Lessor)

- Frederic J. Brown
- Oliver J. [unclear]

(Annual Rental, \$ 1,350)



THE UNITED STATES OF AMERICA

By J. C. Baubie
Acting Postmaster General.

(Witness to signature of Postmaster General)

Maria Baubie

APPROVED AS TO TERMS OF CONTRACT.

Approved as to legality.

Roy C. Frank
wfl Solicitor for the Post Office Department.

Kathleen [unclear]
Assistant Postmaster General.
ju P

BRISTOL COUNTY
REGISTER OF DEEDS
PREVENT ONLY

BRISTOL COUNTY
REGISTER OF DEEDS
PREVENT ONLY

BRISTOL COUNTY (S. 100)
REGISTER OF DEEDS
PREVENT ONLY

BRISTOL COUNTY
REGISTER OF DEEDS
PREVENT ONLY

BRISTOL COUNTY
REGISTER OF DEEDS
PREVENT ONLY

FORM OF ACKNOWLEDGMENT FOR HUSBAND AND WIFE

State of Massachusetts SS:
County of Bristol

Personally appeared before me, a Notary Public in and for the County and State aforesaid,

John H. Browne and Dorothy F. Browne, his wife

who are known to me to be the same persons who executed the foregoing lease, and who acknowledged that they signed, sealed, and delivered the same as their free and voluntary act for the uses and purposes therein set forth.

And on the same day also voluntarily appeared before me

Dorothy F. Browne, wife

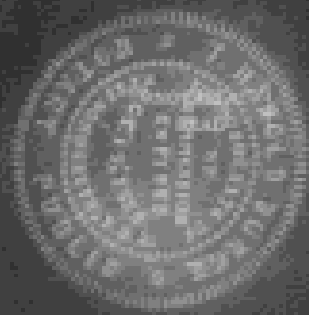
of the said John H. Browne

to me well known as the person signing said lease, and in the absence of her husband, said wife

declared that she had of her own free will signed and sealed the foregoing lease for the purposes therein contained and set forth, including the release of homestead and dower therein, of which she had full knowledge, without compulsion or undue influence of her

said husband

Done at New Bedford, in the County and State aforesaid, this 17th day of March, 1952



T. Harold Busche

Notary Public

My commission expires October 19, 1958

received & recorded April 22, 1952, at 2 hrs. & 52 min. P. M.

Bristol County (1952)
Registry of Deeds
PREVENT FORGING

Bristol County (1952)
Registry of Deeds
PREVENT FORGING

Bristol County (1952)
Registry of Deeds
PREVENT FORGING

Bristol County (1952)
Registry of Deeds
PREVENT FORGING

Bristol County (1952)
Registry of Deeds
PREVENT FORGING

Bristol County (1952)
Registry of Deeds
PREVENT FORGING

Bristol County (1952)
Registry of Deeds
PREVENT FORGING

1047 358

THIS INSTRUMENT SHOULD BE FILED AT ONCE FOR RECORD OR REGISTRATION

FORM 411

3080

INSTRUMENT OF REDEMPTION
TITLE IN MUNICIPALITY

THE COMMONWEALTH OF MASSACHUSETTS

New Bedford

NAME OF CITY OR TOWN

OFFICE OF THE TREASURER

The City of New Bedford, holder of a tax title under taking for non-payment of the 1950 taxes assessed to

MARIE BABINEAU

on land described in the instrument of taking conveying said title, dated April 20, 1951, and recorded with Bristol County (S.D.) Registry of Deeds, Book 1017, Pages 462-3, Document No. Certificate of Title No.

does hereby, pursuant to General Laws, Chapter 60, Section 62, acknowledge satisfaction of the tax title account secured by such instrument of taking.

DESCRIPTION OF LAND

AS APPEARING IN INSTRUMENT OF TAKING OR TAX-COLLECTOR'S DEED

Land situated on North side of Edgeline, East side of Centerplated, and West side of Congress Sts., being Plate No. 125A lots 54-56 incl., 102-104 incl. containing 10,200 sq. ft., more or less, according to the 1950 plan on file in the Assessors Office, New Bedford, Mass.

Witness the execution of this instrument this 18th day of April, 1952.

City of New Bedford

By William R. Freitas, Treasurer

THE COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. April 18, 1952.

Then personally appeared the above-named William R. Freitas, Treasurer of the City of New Bedford, and acknowledged the foregoing instrument to be the free act and deed of said city.

Before me,

My commission expires March 13, 1959.

Leah A. Walsh, Notary Public

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

3101

1047 359

Rec.
4/21/54
1113-24

I, Rene A. Fontaine

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 eleven thousand (11,000) Dollars

in or within twenty (20) 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 XX 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 easterly line of Moss Street which point is distant northerly therein two hundred forty-three and 45/100 (243.45) feet from the intersection of the said easterly line of Moss Street with the northerly line of Apponeganett Street and is the southwest corner of land hereby conveyed; thence northerly along the said east line of Moss Street fifty (50) feet for a corner; thence easterly one hundred twenty-five and 3/100 (125.03) feet for a corner; thence southerly along line of other land now or formerly of John S. Lowmy fifty (50) feet for a corner; thence westerly along certain other land now or formerly of John S. Lowmy one hundred twenty-five and 3/100 (125.03) feet to the easterly line of Moss Street and point of beginning. Containing twenty-two and 96/100 (22.96) rods, more or less, and being the same premises conveyed to me by Joanna H. Saulnier by deed to be recorded.

BRISTOL COUNTY MASSACHUSETTS
REGISTER
PREVIOUS

BRISTOL COUNTY MASSACHUSETTS
REGISTER
PREVIOUS

BRISTOL COUNTY MASSACHUSETTS
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BRISTOL COUNTY MASSACHUSETTS
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BRISTOL COUNTY MASSACHUSETTS
REGISTER
PREVIOUS

1047 360

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, mirrors, stoves, storm doors and windows, oil burners, gas burners and all other fixtures of whatever kind and character hereinafter installed in or on the granted premises in any manner which render such articles capable in connection therewith so far as the same are or can be 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 (Act of 1941, Chapter 293) and any amendments thereof shall at all times be complied with and upon the further condition that the mortgagor shall pay to the mortgagee monthly, in addition to all other payments hereinbefore set forth, an amount equal to one-twelfth (1/12) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall become due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory condition; the amount to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year.

This mortgage is upon the statutory condition, and upon the further condition that the mortgagor will keep the improvements now existing or hereafter erected on the mortgaged premises insured as may be required from time to time by the mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as it may require.

Failure to comply with the conditions under which this mortgage is written or failure to make any of the payments as required in the note secured hereby within thirty (30) days from the date when the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

The holder hereof shall have the STATUTORY POWER OF SALE for any breach of any of the conditions or provisions of this mortgage or the note secured hereby.

I, Pauline G. Fontaine

—husband— of said mortgagee
wife

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

Witness our hand and seal this 22nd day of April 19 52

Witness:
Cecil H. Whittier

Rene A. Fontaine
Pauline G. Fontaine

The Commonwealth of Massachusetts

Bristol ss. April 22, 19 52

Then personally appeared the above named Rene A. Fontaine

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

Cecil H. Whittier

CECIL H. WHITTIER Notary Public—division of the State
F. License Expires Dec. 25, 1952
My Commission Expires

Received & recorded April 22 1952, at 10 hrs & 21 min. A.M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

1047 361

3106

I, Melina D. Couture, widow
of New Bedford Bristol County, Massachusetts,
being unmarried, for consideration paid, grant to the ACUSHNET CO-OPERATIVE BANK, situated in
New Bedford, Bristol County, Massachusetts, with MORTGAGE COVENANTS to secure the payment of
twenty five hundred and fifty Dollars
in or within fifteen years from this date, with interest thereon, payable in regular consecutive
monthly payments during the term of this mortgage (which payments shall be first applied to interest and the
balance thereafter remaining applied to principal) all as provided in my note of even date,
the land, with the buildings thereon, situated in said New Bedford, bounded and described

as follows:

Beginning at the southwesterly corner thereof at the
intersection of the northerly line of Clifford Street with the
easterly line of Brook Street; thence northerly in said easterly
line of Brook Street eighty three and 58/100 (83.58) feet;
thence easterly forty five (45) feet to land now or formerly of
the Estate of Vital Barcelou; thence southerly in line of land
last mentioned eighty three and 39/100 (83.39) feet to a point
in said north line of Clifford Street; thence westerly by said
north line of Clifford Street forty three and 7/100 (43.07) feet
to the place of beginning. Containing about thirteen (13) square
rods.

Being the premises conveyed to Wilfrid A. Couture and said
Melina D. Couture as joint tenants by Arcade Bastarache by deed
dated March 29, 1938 and recorded with Bristol County S. D.
Registry of Deeds book 604, page 471. My title is as surviving
joint tenant.

Deed
3/8/66
1514-89

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS ONLY

1047 362

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, mirrors, doors, room doors, room 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 1944, Chapter 293) and any amendments thereof shall at all times be complied with and upon the further condition that the mortgagor shall pay to the mortgagee monthly, in addition to all other payments hereinbefore set forth, an amount equal to one-twelfth (1/12) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall become due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory condition; the amount to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year.

This mortgage is upon the statutory condition, and upon the further condition that the mortgagor will keep the improvements now existing or hereafter erected on the mortgaged premises insured as may be required from time to time by the mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as it may require.

Failure to comply with the conditions under which this mortgage is written or failure to make any of the payments as required in the note secured hereby within thirty (30) days from the date when the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

The holder hereof shall have the STATUTORY POWER OF SALE for any breach of any of the conditions or provisions of this mortgage or the note secured hereby.

_____ husband of said mortgagor
_____ wife
release to the mortgagee all rights of tenancy by the entirety and other interests in the mortgaged premises
_____ dower and homestead

Witness my hand and seal this 22nd day of April 1952

Witness
Merton C. Fisher

Mellina D. Couture

The Commonwealth of Massachusetts

Bristol in New Bedford, April 22, 1952

Then personally appeared the above named Mellina D. Couture

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

Merton C. Fisher
Notary Public - State of Massachusetts

My Commission Expires Dec. 8, 1955

Received & recorded April 22 1952, at 10 hrs. & 50 min. A.M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY TAX

1047

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY TAX
11/19/53
1072-114

1047 363

3116

We, William G. Keavy and Mary B. Keavy, 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 three thousand Dollars

in or within fifteen years from this date, with interest thereon, payable in regular consecutive monthly payments during the term of this mortgage (which payments shall be first applied to interest and the balance thereafter remaining applied to principal) all as provided in 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 thereof at a point in the east line of Summer Street (formerly called Ashland Street) at the southwest corner of land now or formerly of Mary A. Watson; thence easterly in said Watson's south line ninety four and 31/100 (94.31) feet to land formerly of Daniel J. Sullivan; thence southerly in line of last named land forty three and 33/100 (43.33) feet to land now or formerly of Robert Stewart; thence westerly in line of said Stewart land eighty six and 3/100 (86.03) feet to said east line of Summer Street; and thence northerly therein forty four and 11/100 (44.11) feet to the place of beginning. Containing fourteen and 35/100 (14.35) rods more or less.

Being lot #12 on plan of land of said Daniel J. Sullivan on file in Bristol County S. D. Registry of Deeds.

Being the premises conveyed to Margaret S. Keavey by Daniel J. Sullivan by deed dated October 9, 1901 and recorded in said Registry of Deeds book 217, page 510. Our title is as devisees

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY TAX

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY TAX

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY TAX

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY TAX

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PROPERTY TAX

Bristol County Registry of Deeds
Bristol, Massachusetts

1047 364

under the will of the said Margaret S. Kenney (deceased
S. Kenney), late of said New Bedford, duly proved and allowed.

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 heretofore set forth, an amount equal to one-twelfth (1/12) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall become due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory condition: the amount to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year.

This mortgage is upon the statutory condition, and upon the further condition that the mortgagor will keep the improvements now existing or hereafter erected on the mortgaged premises insured as may be required from time to time by the mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as it may require.

Failure to comply with the conditions under which this mortgage is written or failure to make any of the payments as required in the note secured hereby within thirty (30) days from the date when the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

The holder hereof shall have the STATUTORY POWER OF SALE for any breach of any of the conditions or provisions of this mortgage or the note secured hereby.

_____, being _____ husband and _____ wife of said mortgagor

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

Witness my hand and seal this 22nd day of April 1952

Witness
Merton C. Fisher
Notary Public

William C. Keavy
Mary B. Keavy

The Commonwealth of Massachusetts

Bristol ss. New Bedford, April 22, 1952

Then personally appeared the above named William C. Keavy and Mary B. Keavy

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

Merton C. Fisher
Notary Public - State of the Mass

My Commission Expires Dec. 8, 1955

Received & recorded April 22 1952 at 11 AM 8 34 mlb. A. W.

Bristol County Registry of Deeds
Bristol, Massachusetts

Bristol County Registry of Deeds
Bristol, Massachusetts

Bristol County Registry of Deeds
Bristol, Massachusetts

Bristol County Registry of Deeds
Bristol, Massachusetts

Bristol County Registry of Deeds
Bristol, Massachusetts

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIOUS EDITION

1047

3122

We, Herbert M. Brown and Stella L. Brown, 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 records to secure the payment of

THREE THOUSAND (\$3,000.) 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 New Bedford, bounded and described as follows:

BEGINNING at a point in the south line of Wash Road, two hundred thirty-four and 51/100 (234.51) feet east of the east line of Brook Street;

thence running SOUTHERLY one hundred ten and 66/100 (110.66) feet;

thence EASTERLY forty (40) feet;

thence NORTHERLY one hundred ten and 66/100 (110.66) feet to said south line of Wash Road; and

thence WESTERLY in said south line of Wash Road, forty (40) feet to the point of beginning.

Containing sixteen and 26/100 (16.26) rods, more or less.

Being the same premises conveyed to us by deed of Frank Nowakowski, dated May 10, 1946, recorded in Bristol County S. D. Registry of Deeds, Book 912, Page 59.

See deeds of Marjanna Jeglinski individually and as Administratrix to us of even date to be recorded herewith.

Dis.
2/21/64
1437-136

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIOUS EDITION

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIOUS EDITION

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIOUS EDITION

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIOUS EDITION

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIOUS EDITION

Bristol County
Registry of Deeds
Provincetown, Mass.

Bristol County
Registry of Deeds
Provincetown, Mass.

Bristol County
Registry of Deeds
Provincetown, Mass.

Bristol County
Registry of Deeds
Provincetown, Mass.

Bristol County
Registry of Deeds
Provincetown, Mass.

1047 566

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, awnings, awnings, screen doors, storm doors and windows, oil burners, gas burners and all other fixtures of whatever kind and nature at present or hereafter installed in or on the granted premises in any manner which renders such articles usable in connection therewith, so far as the same are or can by agreement of the parties hereto, be made a part of the realty.

This mortgage is upon the statutory condition, for any breach of which the mortgagee shall have the statutory power of sale, and upon the further condition that the mortgagor shall pay to the mortgagee monthly, if requested by the mortgagee, in addition to all other payments heretofore set forth, an amount equal to one twelfth (1/12th) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall come due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory condition; the amount to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year, and upon the further condition that the mortgagor shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

Failure to comply with the conditions under which this mortgage is written or failure to pay any of said installments when the same become due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

The mortgagor for the consideration aforesaid covenants and agrees with the mortgagee as follows:-
to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property heretofore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premiums thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale

Bristol County
Registry of Deeds
Provincetown, Mass.

Bristol County
Registry of Deeds
Provincetown, Mass.

ASTON COUNTY
REGISTER OF DEEDS
PROVIDENCE, R.I.

1047

ASTON COUNTY
REGISTER OF DEEDS
PROVIDENCE, R.I.

and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said mortgagee and in the event of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagor it may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay to the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgage therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagor's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgage the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon;

We, the said grantors, being husband and wife,

release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 22nd day of April in the year one thousand nine hundred and fifty-two.

Signed, sealed and delivered in presence of

Robert Crane
Spall

Herbert M. Brown
Stella L. Brown

Commonwealth of Massachusetts

Noted, at New Bedford, April 22 1952.

Then personally appeared the above-named Herbert M. Brown and acknowledged the foregoing instrument to be his free act and deed.

Robert Crane
Notary Public

before me—

My commission expires

7/15 1958

April 22, 1952, at 1 o'clock and 29 minutes P.M.

ASTON COUNTY
REGISTER OF DEEDS
PROVIDENCE, R.I.

ASTON COUNTY
REGISTER OF DEEDS
PROVIDENCE, R.I.

ASTON COUNTY
REGISTER OF DEEDS
PROVIDENCE, R.I.

ASTON COUNTY
REGISTER OF DEEDS
PROVIDENCE, R.I.

ASTORIA COUNTY
REGISTER OF DEEDS
PREVENTED BY

1047

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ASTORIA COUNTY
REGISTER OF DEEDS
PREVENTED BY

1047 369

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 heretofore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance, and if it deems it expedient that said insurance shall be for more than the loan when reasonably necessary; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money

ASTORIA COUNTY
REGISTER OF DEEDS
PREVENTED BY

ASTORIA COUNTY
REGISTER OF DEEDS
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REGISTER OF DEEDS
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ASTORIA COUNTY
REGISTER OF DEEDS
PREVENTED BY

ASTORIA COUNTY
REGISTER OF DEEDS
PREVENTED BY

1047 370

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 no other remedy. The mortgagee may retain a commission of one (1%) per centum of the purchase money for having advanced to pay of the mortgage upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgage therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; if case the mortgagee's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgages the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon.

I, Cecilia Cote, wife of said grantor,

release to the mortgagee all rights of dower, ~~JOINT TENANT~~ homestead and other interests in the granted premises.

WITNESS

our hands and common seal this

22nd

day of

April

in the year one thousand nine hundred and

fifty-two.

Signed, sealed and delivered in presence of

J. William Blinn

Charles E. Cote
Cecilia L. Cote

Commonwealth of Massachusetts

Noted, in

New Bedford, April 22 1952

That personally appeared the abovesigned Charles E. Cote and acknowledged the foregoing instrument to be his free act and deed.

before me—

Alfred Robert Crave

Notary Public

My commission expires

7/18 1958

April 22

1952. at 11

o'clock and 6

minutes A.M.

BRISTOL COUNTY
REGISTRY OF DEEDS
MASSACHUSETTS

1047

3082

1047 371

FHA Form No. 122
(Use for only Part 1 of 2)
(Revised February 1957)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That I, Jennie D. Habib, married, of New Bedford, Bristol County and Commonwealth of Massachusetts (hereinafter with her 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 NINETY ONE HUNDRED - - - Dollars (\$ 9100.00 - - -), with interest from date, at the rate of four and 1/4 - - - per centum (4 1/4 %) 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 fifty-six and 42/100 - - - Dollars (\$ 56.42 - - -), commencing on the first day of June, 1952, 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 May, 1972, 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 the northeast corner thereof at a point formed by the intersection of the south line of Robeson Street and the west line of County Street;

thence SOUTHERLY in said west line of County Street sixty (60) feet to land now or formerly of John H. Rudge;

thence WESTERLY in line of last named land and land now or formerly of John F. Butts, sixty (60) feet;

thence NORTHERLY in line of land now or formerly of Robert Emmett Canfill sixty-five and 22/100 (65.22) feet to said south line of Robeson Street; and

thence EASTERLY in said south line of Robeson Street sixty (60) feet to the place of beginning.

Containing thirteen and 78/100 (13.78) square rods, more or less.

Being the same premises conveyed to me by deed of Joseph A. LeBlanc, et ux dated February 19, 1945 and recorded in Bristol County S.D. Registry of Deeds, book 893, page 40.

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.

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BRISTOL COUNTY
REGISTRY OF DEEDS
MASSACHUSETTS

BRISTOL COUNTY
REGISTRY OF DEEDS
MASSACHUSETTS

BRISTOL COUNTY
REGISTRY OF DEEDS
MASSACHUSETTS

BRISTOL COUNTY
REGISTRY OF DEEDS
MASSACHUSETTS

BRISTOL COUNTY
REGISTRY OF DEEDS
MASSACHUSETTS

1047 372

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. Prepayment 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 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 (2c) 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.

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BRISTOL COUNTY MASS. 1047

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1047

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, 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, provided the payment of which has not been made hereinafore. 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 forms 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, Samuel Habib,
~~XXXX~~ said Jennie D. Habib hereby release unto the Mortgagee all
rights of ~~XXXX~~ homestead, curtesy and all other interests in the mortgaged premises.

Witness our hands and seal this 22nd day of April, A. D. 1952.

Signed and sealed in the presence of—
Alfred Robert Case by all Jennie D. Habib
Samuel Habib

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF BRISTOL
at New Bedford, Mass. April 22, 1952.

Then personally appeared the above-named Jennie D. Habib
and acknowledged the foregoing instrument to be her free act and deed, before me,

Alfred Robert Case
My commission expires 7/15/58
Notary Public

Filed & recorded April 22 1952 at 9 hrs & 29 min. A.M.

AL. CO. REGISTRAR

BRISTOL COUNTY MASS. 1047

BRISTOL COUNTY MASS. 1047

1047 374

3089

I, Julia M. Sylvia, married, of Fairhaven, Bristol County, Commonwealth of Massachusetts,

for consideration paid grant to the FAIRHAVEN INSTITUTION FOR SAVINGS, a corporation established by authority of the Commonwealth of Massachusetts and doing business at Fairhaven in the County of Bristol in said Commonwealth, with mortgage contracts to secure the payment of

TWO THOUSAND (\$2000) Dollars

XXXXXXX XXXXXXXXXXXXXXXXXXXX, payable XXXXXX as provided in my note of even date, and also to secure the performance of all agreements herein contained, the land with the buildings thereon situated in Fairhaven, bounded and described as follows:

BEGINNING at a stake in the southerly line of Bridge Street distant westerly therein two hundred forty-eight and 50/100 (248.50) from the northeasterly corner of other land now or formerly of this grantor and the northwesterly corner of land now or formerly of one Duff;

thence SOUTHERLY by other land now or formerly of this grantor, one hundred (100) feet to a stake;

thence WESTERLY by other land now or formerly of this grantor, fifty-seven (57) feet to a stake;

thence NORTHERLY by other land now or formerly of this grantor, one hundred (100) feet to a stake in said southerly line of Bridge Street;

thence EASTERLY in said southerly line of Bridge Street fifty-seven (57) feet to the point of beginning.

Containing twenty and 94/100 (20.94) square rods, more or less.

Being the same premises conveyed to me by deed of Joseph Soares dated November 1, 1928 and recorded in Bristol County S.D. Registry of Deeds, book 673, page 312.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FRESHNEY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FRESHNEY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FRESHNEY

RECORDED IN
BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FRESHNEY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FRESHNEY

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, manhole, 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 mortgagee shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

The mortgagee for the consideration aforesaid furthermore covenant with the mortgagee as follows:—

to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property heretofore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagee may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee 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 or 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.

BOSTON COUNTY REGISTER OFFICE PREVENTED

BOSTON COUNTY REGISTER OFFICE PREVENTED

BOSTON COUNTY REGISTER OFFICE PREVENTED

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BOSTON COUNTY REGISTER OFFICE PREVENTED

STON COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

STON COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

1047 376

I, Antone R. Sylvia, husband of said grantor,

release to the mortgagee all rights of ~~right~~ curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 22nd day of
April in the year one thousand nine hundred and forty-two.

Signed, sealed and delivered
in presence of

Alfred Robert Cave
Gull

Julia M. Sylvia
Antone R. Sylvia

Commonwealth of Massachusetts

Noted, in New Bedford, April 22 1952.

Then personally appeared the above-named Julia M. Sylvia

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

before me—

Alfred Robert Cave
Notary Public

My commission expires

7/18 1958

April 22 1952 at 10 o'clock and 7 minutes A.M.

STON COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

STON COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

STON COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

STON COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

1047

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

3078

1047 377

Discharge
11/1/04
1129-437

We, Antone J. Anacleto and Emily L. Anacleto, husband and wife, as joint tenants of New Bedford, Bristol

County, Massachusetts, ~~1047-377~~, for consideration paid, grant to the
KT. VERNON CO-OPERATIVE BANK

situated in Boston, Massachusetts with MORTGAGE COVENANTS, to secure the payment of _____

-----Six Thousand----- Dollars

with interest thereon, payable in fixed monthly installments on the twenty-first day of each month hereafter, which payments shall first be applied to interest then due and the balance thereof remaining applied to principal; the interest to be computed monthly in advance on the unpaid balance, together with such fees 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, provided by General Laws, Chapter 170, Section 24, Sub-section 8, as amended,

all as provided in _____ 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 Dartmouth, Bristol County, Massachusetts, bounded and described as follows:-

Beginning at the southwest corner of the land to be conveyed at a point in the north line of contemplated Carroll Street ninety (90) feet distant therein westerly from its intersection with the west line of contemplated Howard Street; thence northerly eighty (80) feet; thence easterly ninety (90) feet to the west line of Howard Street; thence southerly in line of said Howard Street eighty (80) feet to the north line of Carroll Street; thence westerly in line of last named street ninety (90) feet to the point of beginning.

Containing twenty-six and 44/100 (26.44) square rods, more or less and being Lots 136 and 137 on plan of Willows made by Abram Clifford, surveyor, dated September 30, 1913 recorded in Bristol County S. D. Registry of Deeds, plan book 11, page 62.

For our title see deed recorded with Bristol S. D. Deeds in Book 1023, Page 86 and deed recorded with Bristol S. D. Deeds in Book 1023, Page 87.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BOSTON COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

BOSTON COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

1047 378

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 unsecured, 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 twenty-first day of each month in addition to the payments of principal and interest provided for in the note secured by this mortgage, a monthly apportionment of the sum estimated by the Mortgagee to be sufficient to make all said payments as they shall become due, and any balance due for any of said payments shall be paid by the Mortgagor. If at the time of making any of said payments said Mortgagee has not received from said Mortgagor under the provisions of this paragraph sufficient funds to pay the same, the Mortgagee shall forthwith notify the Mortgagor by mail sent to his last known address, and shall request him to pay to said Mortgagee within ten days thereafter the balance due on said payment and the failure of said Mortgagor to pay to the Mortgagee such sum within said period shall be a breach of the condition of this mortgage;

Third. That the Mortgagor shall keep all and singular the said premises in such repair, order and condition as the same are now in or may be put in while this mortgage is outstanding, reasonable wear and tear and damage by fire only excepted, and shall not permit or suffer any violation of any law or ordinance affecting the mortgaged premises. The Mortgagor shall keep the buildings now or hereafter standing on said land insured against fire and (when required by the Mortgagee) also against other casualties and contingencies, in sums satisfactory to the Mortgagee; and all insurance upon said buildings shall be for the benefit of, and first payable in case of loss to the Mortgagee, and the Mortgagor shall deposit all of said insurance policies with the Mortgagee;

Fourth. That failure to comply with any of the other conditions under which this mortgage is written or failure to pay any of said installments within thirty (30) days from the date when the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

For any breach of the statutory condition or for any breach of any condition of this mortgage the Mortgagee shall have the statutory power of sale.

BOSTON COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

BOSTON COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

BOSTON COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

BOSTON COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

BOSTON COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

ASTON COUNTY
REGISTER OF DEEDS
PREVENT

1047

ASTON COUNTY
REGISTER OF DEEDS
PREVENT

1047 379

In the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagor 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 Mortgagor and no extension of the time for the payment of the debt hereby secured given by the Mortgagor 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 one full year's interest thereon.

ASTON COUNTY
REGISTER OF DEEDS
PREVENT

Richard J. [unclear]
[unclear]

WITNESSETH THAT THE FOREGOING INSTRUMENT WAS READ AND EXPLAINED TO THE SIGNED PARTIES AND THAT THEY UNDERSTAND THE SAME AND VOLUNTARILY SIGNED THE SAME.

Witness our hand and seal this twenty-first day of April, 1952.

Antone J. Anacleto
Emily L. Anacleto

The Commonwealth of Massachusetts

Suffolk, ss. April 21, 1952

Then personally appeared the above-named Antone J. Anacleto and
Emily L. Anacleto

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

Ralph W. Goldstein
Ralph W. Goldstein Notary Public - Massachusetts

My commission expires November 14, 1952

Received & recorded April 22 1952 at 8 hrs. 453 min. A.M.

ASTON COUNTY
REGISTER OF DEEDS
PREVENT

ASTON COUNTY
REGISTER OF DEEDS
PREVENT

ASTON COUNTY
REGISTER OF DEEDS
PREVENT

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
WESTPORT ONLY

Q. 1180
P. 272

1047 380

3079

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
WESTPORT ONLY

I, Alice J.A. Boyles, Trustee under deed of trust from Thomas L. Andrews, Trustee under will of Hannah W. Andrews, late of Westport, to me, dated August 24, 1936, recorded in Bristol County South District Deeds, book 781, page 466,
XX

XXXXX XXXXXXXXXXXXXXXXXXXXXXX, for consideration paid, grant to the
PEOPLES CO-OPERATIVE BANK
situated in Fall River, Bristol County, Massachusetts, with MORTGAGE COVENANTS, to secure the
payment of THIRTY-TWO HUNDRED AND FIFTY

_____ Dollars
with interest thereon, payable in fixed monthly installments on the first day of
each month hereafter, which payments shall first be applied to interest then due and the balance thereof remaining
applied to principal; the interest to be computed monthly in advance on the unpaid balance, together with such fines
on interest and principal in arrears as are provided for by said bank; with the right to make additional payments
on account of said principal sum at any time, except as set forth below; and subject to changes, from time to time,
as provided by General Laws, Chapter 170, Section 24, Sub-section 8, as amended,

all as provided in _____ my _____ note of even date, and such further sums as may be advanced by
the grantee under General Laws, Chapter 183, Sections 23A, as amended, the land with the buildings thereon,
situated in Westport, Massachusetts, bounded and described as follows:

Commencing at the southeast corner of a wall in the west line of
the highway leading from the Head of Westport River to A.T. Sisson's
Mill and adjoining land now or formerly of G.A. Church; thence northerly
in the west line of the highway ninety-three feet to a corner; thence
westerly 130 feet to a corner; thence southerly 88 feet to a wall;
thence easterly in the line of said wall 130 feet to the place of begin-
ning, containing 43.21 square rods of land, more or less. Said land is
bounded on the east by said highway; on the north and west by land now
or formerly of G.N. Little, on the south by land now or formerly of the
heirs of George H. Macomber.

Subject to agreement as to maintenance of fence as set forth in
deed hereinafter referred to.

Being the same premises conveyed to me by Thomas L. Andrews,
Trustee, by deed dated August 24, 1936, recorded in Bristol County South
District Deeds, book 781, page 466.

Said premises are subject to a prior mortgage to the Peoples
Co-operative Bank upon which there is now due the sum of \$712.98,
for the payment of which and the notes therein and herein described,
this mortgage is given as security.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
WESTPORT ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
WESTPORT ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
WESTPORT ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
WESTPORT ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
WESTPORT ONLY

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 unmaturod, paid-up, savings or matured shares, in his own name; and that the provisions of Chapter 179 of the General Laws, as amended, and other applicable laws shall at all times be complied with; and failure to comply with this requirement shall constitute a breach of condition of this mortgage, for which the unpaid balance of the loan secured by this mortgage shall become due and payable forthwith, at the option of the said Bank;

Second. The Mortgagee is hereby specifically authorized to pay when due, or at any time thereafter, all municipal taxes, charges and assessments, and insurance premiums, upon the mortgaged property and to charge the same to the account of the Mortgagor. In order to provide the Mortgagee with sufficient funds with which to make said payments, the Mortgagor shall pay to the Mortgagee on the first day

of each month in addition to the payments of principal and interest provided for in the note secured by this mortgage, a monthly apportionment of the sum estimated by the Mortgagee to be sufficient to make all said payments as they shall become due, and any balance due for any of said payments shall be paid by the Mortgagor. If at the time of making any of said payments said Mortgagee has not received from said Mortgagor under the provisions of this paragraph sufficient funds to pay the same, the Mortgagee shall forthwith notify the Mortgagor by mail sent to his last known address, and shall request him to pay to said Mortgagee within ten days thereafter the balance due on said payment and the failure of said Mortgagor to pay to the Mortgagee such sum within said period shall be a breach of the condition of this mortgage;

Third. That the Mortgagor shall keep all and singular the said premises in such repair, order and condition as the same are now in or may be put in while this mortgage is outstanding, reasonable wear and tear and damage by fire only excepted, and shall not permit or suffer any violation of any law or ordinance affecting the mortgaged premises. The Mortgagor shall keep the buildings now or hereafter standing on said land insured against fire and (when required by the Mortgagee) also against other casualties and contingencies, in sums satisfactory to the Mortgagee; and all insurance upon said buildings shall be for the benefit of, and first payable in case of loss to the Mortgagee, and the Mortgagor shall deposit all of said insurance policies with the Mortgagee;

Fourth. That failure to comply with any of the other conditions under which this mortgage is written or failure to pay any of said installments within thirty (30) days from the date when the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

For any breach of the statutory condition or for any breach of any condition of this mortgage the Mortgagee shall have the statutory power of sale.

BOSTON COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

BOSTON COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

BOSTON COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

BOSTON COUNTY
REGISTRY OF DEEDS
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BOSTON COUNTY
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PROPERTY ONLY

BOSTON COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

BOSTON COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

ASTON COUNTY
REGISTRY OF DEEDS
PREVIOUS ONLY

ASTON COUNTY (12/11/01)
REGISTRY OF DEEDS
PREVIOUS ONLY

1047 382

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 one full year's interest thereon.

ASTON COUNTY
REGISTRY OF DEEDS
PREVIOUS ONLY

Subscribed and sworn to before me this _____ day of _____ 1952.

Witness my hand and seal this _____ day of _____ 1952.

Witness my hand and seal this 21st day of April 19 52.

Charles H. Diefen

Alice J.A. Boyles
Trustee as aforesaid.

ASTON COUNTY
REGISTRY OF DEEDS
PREVIOUS ONLY

The Commonwealth of Massachusetts

Notary Public in and for the County of Fall River, April 21st 19 52.

Then personally appeared the above-named Alice J.A. Boyles, Trustee as aforesaid,

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

Charles H. Diefen

Notary Public - FALL RIVER, MASSACHUSETTS

My Commission Expires Sept. 27, 1957

My commission expires _____

Received & recorded April 22 1952, at 8 hrs. 55 min. a.m.

ASTON COUNTY
REGISTRY OF DEEDS
PREVIOUS ONLY

ASTON COUNTY
REGISTRY OF DEEDS
PREVIOUS ONLY

3085

KNOW ALL MEN BY THESE PRESENTS

1047 385

That I, Alvide J. Cote

of Fairhaven, Bristol County, Massachusetts,
being awarded, for consideration paid, grant to Joshua Hoyle, and Rita Hoyle, husband and wife, both of New Bedford in said Bristol County, as joint tenants and not as tenants by the entirety,
at with gulfstream residents

the land in said Fairhaven, bounded and described as follows:

(Description and circumstances, if any)

Beginning at the northeast corner of the land hereby conveyed at a point in the south line of contemplated Camel Street, as shown on Plan of Wood Acres made by Samuel H. Corse, Surveyor, dated June 30, 1950, as revised by William P. Kirby, May 16, 1951, said point being Two Hundred Ten (210) feet westerly in said south line of Camel Street, from its intersection with the west line of contemplated Club Street, and the northeast corner of other land of the grantees shown as Lot 22 on said Plan; thence Southerly by last named land One Hundred Seventy-three and 05/100 (173.05) feet to the north line of contemplated Diamond Street as shown on said Plan; thence westerly in said north line of Diamond Street Seventy (70) feet to other land of the grantor; thence northerly by last named land One Hundred Seventy and 43/100 (170.43) feet to said south line of Camel Street and thence easterly therein Seventy and 05/100 (70.05) feet to the point of beginning. Containing Twelve Thousand and Twenty-two (12,022) square feet, more or less, and being Lot 11 as shown on said Plan.

Being part of the same premises conveyed to the grantor by Manuel Brown by deed dated July 19, 1948 and recorded in Bristol County, (S.D.) Registry of Deeds, Book 942, page 199.

I, Mary B. Cote,

Justified of said grantor,
wife

release to said grantor all rights of ^{tenancy by the courtesy} dower and homestead and other interests therein.

Witness my hand and seal this 18th day of April 1952

Alvide J. Cote
Mary B. Cote

No stamps required.

The Commonwealth of Massachusetts

County of Bristol ss. New Bedford, April 18, 1952

Then personally appeared the above named Alvide J. Cote

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

Raymond Welch Mitchell
Notary Public - MASSACHUSETTS

My commission expires Sept. 26, 1952

Received & recorded April 22 1952, at 9 hrs & 44 min. A.M.

*Admission
by Certificate
4/14/66
1509-145*

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

1047 384

3087

KNOW ALL MEN BY THESE PRESENTS

That I, Alvide J. Cote

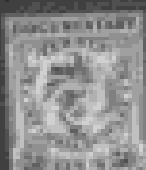
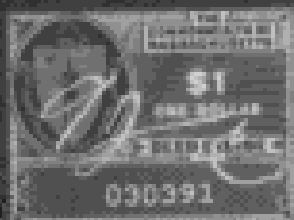
of Fairhaven, Bristol County, Massachusetts,
being married, for consideration paid, grant to Clarence A. L. Mosher and Alice R. Mosher, husband and wife; and Julfred R. Lacoste and Mildred A. Lacoste, husband and wife, all of New Bedford in said Bristol County, as joint tenants and not as tenants by the entirety, with equalized covenants

the land in said Fairhaven, bounded and described as follows:

(Description and encumbrances, if any)

Beginning at the southwest corner of the land hereby conveyed at the point of intersection of the north line of contemplated Diamond Street and the east line of contemplated Club Street as shown on Plan of Wood Acres, made by Samuel H. Corse, Surveyor, dated June 30, 1950, as revised by William F. Kirby, May 16, 1951; thence northerly in said east line of Club Street Eighty-six (86) feet to Lot 17 as shown on said Plan; thence easterly by last-named land One Hundred Two (102) feet to Lot 15 as shown on said Plan; thence southerly by last-named land Eighty-six (86) feet to said north line of Diamond Street, and thence westerly therein One Hundred Two (102) feet to the point of beginning; containing Eight Thousand Seven Hundred Seventy-two (8,772) square feet, more or less, and being the Lot 16 as shown on said Plan.

Being part of the same premises conveyed to the grantor by Frank A. Gault by deed dated February 14, 1945 and recorded in Bristol County, (S.D.) Registry of Deeds, Book 910, page 327.



I, Mary B. Cote

Wife of said grantor.

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

Witness my hand and seal this 18th day of April 1952

Alvide J. Cote
Mary B. Cote

The Commonwealth of Massachusetts

Bristol New Bedford April 18, 1952

Then personally appeared the above named Alvide J. Cote

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

Raymond Wash. Mitchell
Notary Public - Bristol County

My commission expires Sept. 26, 1952

Received & recorded April 22 1952 at 9 hrs & 45 min A.M.

Bristol County
Registry of Deeds
New Bedford

Bristol County
Registry of Deeds
New Bedford

Bristol County
Registry of Deeds
New Bedford

Bristol County
Registry of Deeds
New Bedford

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED

1047

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED

3088 1047 385

The NEW BEDFORD CO-OPERATIVE BANK, holder of a mortgage
from Jennie D. Habib
to it, dated April 17 19 47 recorded with Bristol County S. D. Registry
of Deeds, Book 906 Page s 578-9

acknowledges satisfaction thereof.

In witness whereof it has caused its corporate name to be hereto subscribed and its
corporate seal hereto affixed by Eugene P. Phelan its Treasurer
thereunto duly authorized, this 21st day of April 19 52

NEW BEDFORD CO-OPERATIVE BANK

By *Eugene P. Phelan*
Treasurer.



COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. APRIL 21 19 52

Then personally appeared the above-named Eugene P. Phelan
Treasurer and acknowledged the foregoing instrument to be the free act and deed of the
New Bedford Co-operative Bank, before me.

Amel J. Taber
Notary Public

My commission expires *June 7 19 58*

received & recorded April 22 1952, at 10 hrs. & 7 min. AM.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVENTED

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVENTED

1047 386

30590

THIS INSTRUMENT SHOULD BE FILED AT ONCE FOR RECORD OR DESIGNATION

FORM 41

INSTRUMENT OF REDEMPTION
TITLE IN MUNICIPALITY

THE COMMONWEALTH OF MASSACHUSETTS

Dartmouth

NAME OF CITY OR TOWN

OFFICE OF THE TREASURER

The ^{City} of Dartmouth, holder of a tax title under taking a sale for non-payment of the 1950 taxes assessed to

Joseph J. Monteiro and Angelina Monteiro

on land described in the instrument of taking tax collector's deed conveying said title, dated June 8, 1951, and recorded with Bristol County SD Registry of Deeds, Registry-District,

Book 563, Page 559, Document No., Certificate of Title No.

does hereby, pursuant to General Laws, Chapter 60, Section 62, acknowledge satisfaction of the tax title account secured by such instrument of taking tax collector's deed.

DESCRIPTION OF LAND

AS APPEARING IN INSTRUMENT OF TAKING OR TAX COLLECTOR'S DEED

Apponegansett Park, Lots 280 & 299.

NAME OF PERSON OTHER THAN THE OFFICE OF THE REGISTRY OF DEEDS REQUESTING TO BE NAMED IN THIS INSTRUMENT

Witness the execution of this instrument this 18th day of April, 1952.

City of Dartmouth

By Thomas B. Hayes, Treasurer

THE COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. April 18, 1952

Then personally appeared the above-named Thomas B. Hayes, Treasurer of the City of Dartmouth, and acknowledged the foregoing instrument to be the free act and deed of said city town.

Before me,

My commission expires Sept. 5, 1958

Donald Bernard Carr
NOTARY PUBLIC - BRISTOL COUNTY MASS.

THIS FORM APPROVED BY HENRY F. LIND, COMMISSIONER OF REGISTRATIONS AND TAXATION.

FORM 41 REVISION, 1948. PUBLISHED BY BRISTOL COUNTY REGISTRY OF DEEDS. RECEIVED & RECORDED April 22 1952, at 10:08 a.m. & 12 min. A.M.

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVENTED

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVENTED

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVENTED

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVENTED

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVENTED

DUPLICATE
3091

1047-387

THIS INSTRUMENT SHOULD BE FILED AT ONCE FOR RECORD OR REGISTRATION

FORM 801

INSTRUMENT OF TAKING OR TAX COLLECTOR'S DEED

THE COMMONWEALTH OF MASSACHUSETTS

Dartmouth

NAME OF CITY OR TOWN

OFFICE OF THE TREASURER

The City of Dartmouth, holder of a tax title under taking for non-payment of the 1948 taxes assessed to sale

Mary Sylvia

on land described in the instrument of taking conveying said title, dated May 9 1949, and recorded with Bristol County ED Registry of Deeds, Registry District,

Book 960, Page 416, Document No., Certificate of Title No.

does hereby, pursuant to General Laws, Chapter 60, Section 62, acknowledge satisfaction of the tax title account secured by such instrument of taking, tax collector's deed.

tax collector's deed.

DESCRIPTION OF LAND

AS APPEARING IN INSTRUMENT OF TAKING OR TAX COLLECTOR'S DEED

Carrollton Heights A, Lots 33, 34, 39 and 40.

NAME OF PERSON OTHER THAN THE GRANTOR OF THE FEE WHOLLY, RESIDING AND RESIDING TO BE NAMED IN THIS INSTRUMENT

Witness the execution of this instrument this 18th day of April, 1952

City of Dartmouth

By Thomas B. Hawes, Treasurer

THE COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. April 18, 1952

Then personally appeared the above-named Thomas B. Hawes, Treasurer of the City of Dartmouth, and acknowledged the foregoing instrument to be the free act and deed of said city-town.

Before me,

My commission expires Sept. 5, 1958

Donald Bernard Carr

NOTARY PUBLIC - JUDGE OF THE PEACE

THIS FORM APPROVED BY HOUSE OF REPRESENTATIVES OF MASSACHUSETTS AND TARRANT. Received & recorded April 11 1952, at 10 hrs. & 12 min. A.M.

Bristol County Registry of Deeds
Dartmouth City

Bristol County Registry of Deeds
Dartmouth City

Bristol County Registry of Deeds
Dartmouth City

Bristol County Registry of Deeds
Dartmouth City

Bristol County Registry of Deeds
Dartmouth City

Bristol County Registry of Deeds
Dartmouth City

Bristol County Registry of Deeds
Dartmouth City

1047 388

3092

THIS INSTRUMENT SHOULD BE FILED AT ONCE FOR RECORD OR REDEMPTION

FORM 80

INSTRUMENT OF REDEMPTION
TITLE IN MUNICIPALITY

THE COMMONWEALTH OF MASSACHUSETTS

Dartmouth

NAME OF CITY OR TOWN

OFFICE OF THE TREASURER

The City of Dartmouth, holder of a tax title under taking for non-payment of the 1949 taxes assessed to

Edward P. & Lydia E. Perry

on land described in the instrument of taking conveying said title, dated May 1 1950, and recorded with Bristol County SD Registry of Deeds, Book 967 Page 110, Document No. Certificate of Title No.

does hereby, pursuant to General Laws, Chapter 60, Section 62, acknowledge satisfaction of the tax title account secured by such instrument of taking tax-collector's deed.

DESCRIPTION OF LAND

AS APPEARING IN INSTRUMENT OF TAKING OR TAX COLLECTOR'S DEED

Laurel Park, Lots 193, 194.

NAME OF PERSON OTHER THAN THE OWNER OF THE FEE RIGHTFULLY RECEIVING AND ACKNOWLEDGING TO BE NAMED IN THIS INSTRUMENT

Witness the execution of this instrument this 18th day of April, 1952

City of Dartmouth

By Thomas B. Hawes, Treasurer

THE COMMONWEALTH OF MASSACHUSETTS

Bristol ss April 18, 1952

Then personally appeared the above-named Thomas B. Hawes, Treasurer of the City of Dartmouth, and acknowledged the foregoing instrument to be the free act and deed of said city town.

Before me, My commission expires Sept. 5, 1958. Donald Bernard Carr, Notary Public

FILED & RECORDED BY DEPT. OF REVENUE, BOSTON, MASS. APRIL 22 1952, AT 10 13 AM A.M.

Bristol County Registry Preview

Bristol County Registry Preview

Bristol County Registry Preview

RECORDED & INDEXED BY DEPT. OF REVENUE, BOSTON, MASS. APRIL 22 1952

Bristol County Registry Preview

3093

THIS INSTRUMENT SHOULD BE FILED AT ONCE FOR RECORD IN THE STRAIGHT

FORM 44

INSTRUMENT OF REDEMPTION
TITLE BY MUNICIPALITY

THE COMMONWEALTH OF MASSACHUSETTS

Dartmouth

NAME OF CITY OR TOWN

OFFICE OF THE TREASURER

The City of
The Town of

Dartmouth

holder of a tax title under

taking for non-payment of the 1949 taxes assessed to Owen H. Gifford, Jennie L. Gifford, Winifred E. Gifford, Lewis L. Gifford, Alton D. Gifford, Jr.

on land described in the instrument of taking conveying said title, dated May 1 1950 and recorded with Bristol County SD Registry of Deeds, Registry District

Book 387, Page 128, Document No. Certificate of Title No.

does hereby, pursuant to General Laws, Chapter 60, Section 62, acknowledge satisfaction of the tax title account secured by such instrument of taking, tax collector's deed.

DESCRIPTION OF LAND

AS APPEARING IN INSTRUMENT OF TAKING OR TAX COLLECTOR'S DEED

Plat 95, Lot 16 - Probate 93898

NAME OF PERSON OTHER THAN THE OFFICER OF THE TAX AUTHORITY, BEGINNING AND PROCEEDING TO BE NAMED IN THIS INSTRUMENT

Witness the execution of this instrument this 18th day of April, 1952

City of
Town of
Dartmouth

By Thomas B. James, Treasurer

THE COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. April 18, 1952

Then personally appeared the above-named Thomas B. James, Treasurer of the City of Dartmouth, and acknowledged the foregoing instrument to be the free act and deed of said city, town.

Before me,

My Commission Expires Sept. 5, 1958

Donald Donald [Signature]
NOTARY PUBLIC - CLERK OF THE PEACE

THIS FORM PREPARED BY ROBERT E. LADD, COMMISSIONER OF CORPORATIONS AND TRUSTS.

FORM 44 (REVISED 1-1-52) RECORDED April 24 1952, at 10 hrs. & 13 min. A.M.

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIOUS COPY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIOUS COPY

BRISTOL COUNTY
REGISTRY OF DEEDS
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REGISTRY OF DEEDS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED BY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED BY

1047 390

3094

THIS INSTRUMENT SHOULD BE FILED AT ONCE FOR RECORD OR REGISTRATION

FORM 88

INSTRUMENT OF REDEMPTION
TITLE IN MUNICIPALITY

THE COMMONWEALTH OF MASSACHUSETTS

Dartmouth

NAME OF CITY OR TOWN

OFFICE OF THE TREASURER

The City of Dartmouth, holder of a tax title under
The Town of Dartmouth, holder of a tax title under
a taking for non-payment of the 1950 taxes assessed to
sale Marie F. Gracia

on land described in the instrument of taking conveying said title, dated June 8,
tax collector's deed 1951, and recorded with Bristol County SD Registry of Deeds,
registered with Bristol County SD Registry District,
Book 963, Page 550, Document No. Certificate of Title No.

does hereby, pursuant to General Laws, Chapter 60, Section 62, acknowledge satisfaction of the
tax title account secured by such instrument of taking,
tax collector's deed.

DESCRIPTION OF LAND

AS APPEARING IN INSTRUMENT OF TAKING OR TAX COLLECTOR'S DEED

Plot 72, Lot 7 - Probate No. 80829.

SAME OR ANOTHER OTHER THAN THE OFFICE OF THE REGISTRY OF DEEDS, RECORDING AND REGISTRATION TO BE NAMED IN THIS INSTRUMENT

Witness the execution of this instrument this 18th day of April, 1952.

City of Dartmouth

Town of Dartmouth
By Thomas B. Hayes, Treasurer

THE COMMONWEALTH OF MASSACHUSETTS

Bristol, Mass. April 18, 1952

Then personally appeared the above-named Thomas B. Hayes,
Treasurer of the City of Dartmouth, and acknowledged the foregoing
Town of Dartmouth instrument to be the free act and deed of said city-town.

Before me,

My commission expires Sept. 5, 1958

Donald Bernard Law
NOTARY PUBLIC - MASSACHUSETTS

THIS FORM APPROVED BY HENRY F. LADD, COMMISSIONER OF CORPORATIONS AND TAXATION.

MADE & PRINTED BY POLLOCK & BARTON, BOSTON, MASS.

Received & recorded April 22 1952 at 10 hrs & 13 min P.M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED BY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED BY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED BY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED BY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED BY

3095

1047-391

KNOW ALL MEN BY THESE PRESENTS that I, Ann Merrill Dow of Dartmouth, in the County of Bristol, and Commonwealth

of Dartmouth, Massachusetts, being married, for consideration paid, grant to the Town of Dartmouth, a municipal corporation duly established by law and situated in said County

with mortgage covenants, to secure the payment of of Bristol

One hundred seventy Dollars in yearly installments of \$17.00 each

years with per centum interest per annum payable semi-annually as provided in note of even date, the land in

Description and encumbrances, if any:

viz:

Property being listed with the Board of Assessors as lot number forty-six (46) of the Plan of Salters Point.

Beginning at a point in the west line of Naushon Avenue four hundred (400) feet southerly therein from the south line of Waite Street; thence westerly one hundred (100) feet; thence southerly one hundred (100) feet; thence easterly one hundred (100) feet to the west line of Naushon Ave.; thence northerly therein one hundred (100) feet to a point of beginning.

Lot No. being 46 recorded in the Registry of Deeds S.D. Bristol County in Book no. 775 at page 503.

Signature of Mortgagor Ann Merrill Dow Witnessed John D. Cooke

This mortgage is upon the statutory condition,

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

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

Witness, our hand and seal this 27 day of February 1952

WITNESSED W. P. Hogan

Ann Merrill Dow

WITNESSED W. P. Hogan

W. P. Hogan

The Commonwealth of Massachusetts

Notary February 27 1952

Then personally appeared the above named Ann Merrill Dow

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

E. L. Birner
Notary Public - Justice of the Peace

My commission expires

19 52
E. L. BIRNER
NOTARY PUBLIC

My Commission Expires October 8, 1952
Notary Public
April 22, 1952, at 10 hrs & 15 min, A. M.

Discharge
10/16/61
1352-326

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS RECORDS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS RECORDS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS RECORDS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS RECORDS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS RECORDS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS RECORDS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
1302 321

KNOW ALL MEN BY THESE PRESENTS that We, Clarence L. & Marjorie
of Dartmouth in the County of Bristol, and Commonwealth

of Massachusetts, for consideration paid, grant to the Town of Dartmouth, a municipal
corporation duly established by law and situated in said County

with mortgage covenants, to secure the payment of Two hundred twenty-nine Dollars
and fifty cents in yearly installment of \$22.95 each.

as provided in note of even date,
the land in

viz:

Property being listed with the Board of Assessors as lot number
(01) Thirty-one of the Plan of Plat 37.

Know all men by these presents that I, John A. Carr paid grant
to Marjorie Jane Damon and Clarence L. Damon, husband and wife, on
the east by Smiths Neck Road with a frontage on said road on one
hundred thirty-five (135) feet more or less by estimation, being the
southerly one half of the distance between land owned by Chester
Snell and land owned by Joseph Smith; on the north by other land
of the grantor in a line parallel with the south line of Joseph
Smith and measuring four hundred thirty-six (436) feet; on the
west by other land of the grantor; on the south by land of said
Chester Snell; there measuring four hundred thirty-six (436) feet.

Recorded in the Bristol County (S.D.) Registry of Deeds in
Book No. 952 at page 514.

Signature of Mortgagee _____ Witnessed _____

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale
husband of said mortgagor
wife

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

Witnessed our hand and seal this 12 day of June 1962

Clarence L. Damon
Marjorie Damon

The Commonwealth of Massachusetts

March 12 1962

Then personally appeared the above named Clarence L. & Marjorie Damon

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

John T. Washburn
Notary Public - Justice

My commission expires

and recorded April 22 1962, at 10 hrs. 316 min. Q M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
1302 321

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
1302 321

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
1302 321

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
1302 321

KNOW ALL MEN BY THESE PRESENTS that I, Mary A. Galligan of Dartsouth, in the County of Bristol, and Commonwealth

of County Massachusetts for consideration paid, grant to the Town of Dartsouth, a municipal corporation duly established by law and situated in said County of Bristol with mortgage covenants, to secure the payment of One hundred seventy Dollars in yearly installments of \$17.00 each.

years with per centum interest per annum payable semi-annually as provided in note of even date, the land in

viz: Bounded as follows:

On the east by Gosnold Avenue; there measuring one hundred (100) feet; on the south by lot No. 82 on plan of Smith's Neck property filed in Bristol County (S.D.) Registry of Deeds in Plan Book 3 on page 76, there measuring one hundred (100) feet on the west by lot no. 84 on said plan, there measuring one hundred (100) feet; and on the north by land now or formerly of Sarah E. Sisson, there measuring one hundred (100) feet. Being the south part on Lot 84 on said plan. Recorded in Bristol County (S.D.) Registry of Deeds in Plan Book 833 at Page 357.

Property being listed with the Board of Assessors as lot number 84 of the Plan of Salters Point.

Signature of Mortgagor _____ Witnessed _____

This mortgage is upon the statutory condition,

for any breach of which the mortgagee shall have the statutory power of sale husband of said mortgagor wife

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

Witness our hand and seal this 12th day of March 1952
Mary A. Galligan

The Commonwealth of Massachusetts

Bristol ss. March 12, 1952
Then personally appeared the above named Mary A. Galligan

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

Donald Bernard Carr
Notary Public
My commission expires Sept 5 1958

Executed & recorded April 22 1952, at 10 hrs & 16 min, A.M.

Rec.
11/3/60
1326-258

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS COPY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS COPY

RECORDED & INDEXED BY CLERK
APR 22 1952

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS COPY

Bristol County
Registry of Deeds
1047 394

Bristol County (S. 1951)
Registry of Deeds

KNOW ALL MEN BY THESE PRESENTS that we, Robert S. Jr. & Olwen E. Forbes
of the Town of Dartmouth in the County of Bristol, do hereby
of _____
for consideration paid, grant to the Town of Dartmouth, a municipal
corporation duly established by law and situated in said County

of Bristol

with mortgage recassants, to secure the payment of

Four hundred twenty-three Dollars and Fifteen Cents XXXX
in yearly installments of \$42.31 except the first which
shall be \$42.36.

XX

as provided in _____ note of even date,
the land in said Dartmouth, which is bounded and described as follows:

XX

viz:

Property being listed with the Board of Assessors as Lot Number
eight (8) of Plat Number thirty-five (35).

Beginning at a point in the north line of Rock O'Dundee Road,
distant easterly therein 466.85 feet from the intersection of the
said north line of Rock O'Dundee Road, with the easterly line of
Bakerville Road; thence northerly in line of a stone wall 240.22
feet to an angle in said wall; thence continuing northerly 41.65
feet to a point for a corner; thence easterly in line of another
stone wall 305.26 feet to a point for a corner; thence southerly
in line of a fence 288.15 feet to the said north line of Rock O'Dundee
Road; thence westerly in the said north line of said Rock O'Dundee
Road and in line of another stone wall 248.91 feet to the point
of beginning.

Abstracted from deed by N. S. Forbes Jr.

Bristol County
Registry of Deeds

Bristol County (S. 1951)
Registry of Deeds

This mortgage is upon the statutory condition,

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

husband of said mortgagor
wife

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

Witness our hand and seal this 28th day of January 1952
Robert S. Forbes Jr.
Olwen E. Forbes

The Commonwealth of Massachusetts

Bristol County

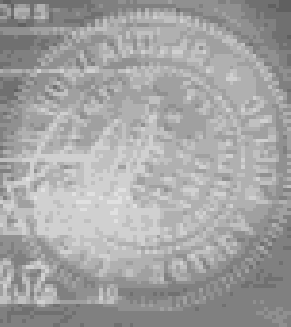
January 28, 1952

Then personally appeared the above named Robert S. Jr. & Olwen E. Forbes

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

Notary Public

My commission expires Nov. 16, 1956



Received & recorded April 22 1952, at 10 AM & 17 min. A.M.

Bristol County
Registry of Deeds

Bristol County
Registry of Deeds

Bristol County
Registry of Deeds

3099

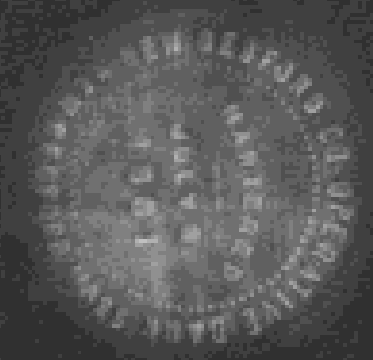
The NEW BEDFORD CO-OPERATIVE BANK, holder of a mortgage
 from Joanna H. Eaulnier
 to it, dated April 11 19 51 recorded with Bristol County S. D. Registry
 of Deeds, Book 1015 Page 203

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 April 19 52.

NEW BEDFORD CO-OPERATIVE BANK

By *Eugene F. Phelan*
 Treasurer.



COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. April 22, 19 52.

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

My commission expires Dec. 31, 1952

My commission expires 49-

Received & recorded April 22 1952, at 10 hrs & 20 min. A. M.

BRISTOL COUNTY
 REGISTRY OF DEEDS
 BOSTON, MASS.

BRISTOL COUNTY
 REGISTRY OF DEEDS
 BOSTON, MASS.

BRISTOL COUNTY
 REGISTRY OF DEEDS
 BOSTON, MASS.

BRISTOL COUNTY
 REGISTRY OF DEEDS
 BOSTON, MASS.

BRISTOL COUNTY
 REGISTRY OF DEEDS
 BOSTON, MASS.

BRISTOL COUNTY
 REGISTRY OF DEEDS
 BOSTON, MASS.

BRISTOL COUNTY
 REGISTRY OF DEEDS
 BOSTON, MASS.

1947 396 3100

KNOW ALL MEN BY THESE PRESENTS, That I, Joanna H. Saulnier
of New Bedford Bristol
being unmarried, for consideration paid, grant to Rene A. Fontaine

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 easterly line of Moss Street
which point is distant northerly therein two hundred forty-
three and 48/100 (243.48) feet from the intersection of the
said easterly line of Moss Street with the northerly line of
Apponegensett Street and is the southwest corner of land hereby
conveyed; thence northerly along the said east line of Moss
Street fifty (50) feet for a corner; thence easterly one hundred
twenty-five and 3/100 (125.03) feet for a corner; thence southerly
along line of other land now or formerly of John S. Lowney fifty
(50) feet for a corner; thence westerly along certain other land
now or formerly of John S. Lowney one hundred twenty-five and
3/100 (125.03) feet to the easterly line of Moss Street and
point of beginning. Containing twenty-two and 96/100 (22.96)
rods, more or less, and being the premises conveyed to me by
deed of John S. Lowney, dated March 1, 1951, recorded in
Bristol County, S. D., Registry of Deeds, Book 1015, Page 208.



I, Hyacinth Saulnier husband of said grantor,

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

Witness our hand and seal this 22nd day of April 19 52

Joanna H. Saulnier
Hyacinth Saulnier

The Commonwealth of Massachusetts

Bristol ss. New Bedford, April 22, 19 52

Then personally appeared the above named Joanna H. Saulnier

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

Daniel S. Lowney Jr.
DANIEL S. LOWNEY JR.
My Commission expires Dec 12 '58

Received & recorded April 22 1952, at 10 hrs & 21 min. A.M.

3102

1047 397

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

Frederick J. Reusch

to said Corporation, dated November 28, 1951 A. D. and recorded with Bristol County S. D. Registry of Deeds, book 1031, page 153 acknowledges satisfaction of the same.

In witness whereof, the said NEW BEDFORD FIVE CENTS SAVINGS BANK,

by John T. Chambers, its Asst. Treasurer, thereto duly authorized, has caused its corporate name to be hereto subscribed and its corporate seal hereto affixed, this twenty-second day of April, 1952 A. D.

Signed and sealed in the presence of

NEW BEDFORD FIVE CENTS SAVINGS BANK

By

President
Treasurer
Asst. Treasurer

Commonwealth of Massachusetts

Bristol, New Bedford, April 22, 1952. Then personally appeared the above-named John T. Chambers, Asst. Treas., and acknowledged the foregoing instrument to be the free act and deed of said Corporation, before me

Justice of the Peace
Notary Public
My commission expires 10 June 1953

April 22 1952, at 10 o'clock and 23 minutes A. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
RECEIVED

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
RECEIVED

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
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BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
RECEIVED

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
RECEIVED

1047 398

3103

I, Frederick J. Reusch, married

of New Bedford,

Bristol County, Massachusetts

XXXXXXXXXX for consideration paid grant to Manuel Laronda and Kathleen E. Laronda, husband and wife, of Fairhaven, Bristol County, said Commonwealth, as joint tenants and not as tenants by the entirety, XXXXXXXXXXXX

XXXXXXXXXX of xx 102 Bernese Street, said Fairhaven,

with warranty covenants.

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

BEGINNING at a point formed by the intersection of the south line of Maryland Street and the east line of Caswell Street;

thence SOUTHERLY in said east line of Caswell Street eighty (80) feet;

thence EASTERLY sixty-eight (68) feet;

thence NORTHERLY eighty (80) feet to the south line of Maryland Street;

and thence WESTERLY therein sixty-eight (68) feet to the point of beginning.

Containing nineteen and 98/100 (19.98) rods, more or less.

Being lot numbered 76 on plan of land of Frank Kulesza, dated August 21, 1946 and recorded with Bristol County S.D. Registry of Deeds, plan book 37, page 15.

Being the same premises conveyed to me by deed of Donat LeLievre, et ux dated September 5, 1951 and recorded in said Registry, book 1020, page 476.

Subject to the 1952 real estate taxes which the grantees assume and agree to pay.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FREDERICK J. REUSCH

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FREDERICK J. REUSCH

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FREDERICK J. REUSCH

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FREDERICK J. REUSCH

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FREDERICK J. REUSCH

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
FREDERICK J. REUSCH

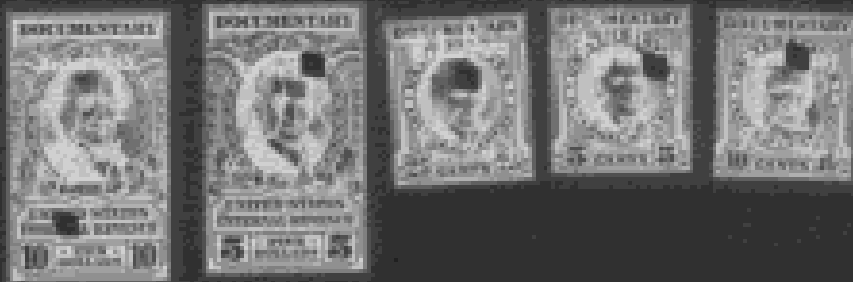
Anna Reusch, wife of said grantor,
release to said grantee all rights of dower, homestead, statutory, and other interest therein.



Witness our hands and seal this 22nd day of April 1952

Executed in the presence of

Bryant Reusch
by both
Frederick J. Reusch
Anna Reusch



Commonwealth of Massachusetts

Bristol, ss. New Bedford, April 22nd 1952

Then personally appeared the above named Frederick J. Reusch
and acknowledged the foregoing instrument to be his free act and deed.

before me Bryant Reusch
Notary Public

My commission expires 16 June 1953

Notary Seal Expiration: April 22 1952, at 10 P.M. 23 min. A.M.

4
31

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY OFFICE

BRISTOL COUNTY (S. D.)
REGISTRY OF DEEDS
PROPERTY OFFICE

1047 409

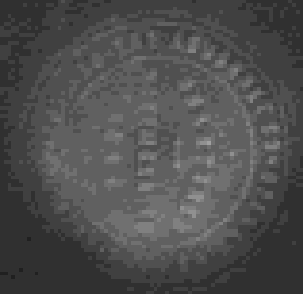
3105

The ACUSHNET CO-OPERATIVE BANK, holder of a mortgage
from Wilfrid A. Couture and Melina D. Couture
to it, dated September 29, 1944 recorded with Bristol County S. D. Registry
of Deeds, Book 863, Page 534, 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 April 1952

ACUSHNET CO-OPERATIVE BANK

By *Eugene F. Phelan*
Treasurer



COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. April 22, 1952

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 April 22 1952, at 10 hrs. & 50 min. A. M.

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY OFFICE

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY OFFICE

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY OFFICE

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY OFFICE

3108

1047

KNOW ALL MEN BY THESE PRESENTS: That we, Nelson
 Florence E. Cannon, being husband and wife, both
 of New Bedford Bristol County, Massachusetts
 being situated, for consideration paid, grant to Jacob Genecky

Recd
 2/5/64
 1435-33)

of said New Bedford
 with mortgage covenants, to secure the payment of
 Three Thousand and no/100ths (\$3,000.) - - - - - Dollars

in three years with six (6%) per cent interest, per annum
 payable monthly
 as provided in our note of even date,

the land in said New Bedford with the buildings thereon, bounded and
(Description and circumstances, if any)
 described as follows:

Beginning at the southwest corner of this lot at the intersection
 of the easterly line of Acushnet Avenue with the northerly line of
 Bristol Avenue, as laid out on the plan of Morris Park, so-called;
 thence northerly in said easterly line of Acushnet Avenue, 51.6 feet;
 thence easterly in line of Lot No. 639 on said plan, 112.65 feet;
 thence southerly 90 feet to the north line of Bristol Avenue and
 thence westerly in said north line of Bristol Avenue, 100 feet to the
 point of beginning.

Containing 5316 square feet, more or less.

Being Lot No. 640 on said plan of Morris Park, less a strip of
 land 5 feet wide taken by the City of New Bedford in widening of
 Bristol Avenue, and being the same premises conveyed to us by Mary
 G. P. Davis by deed dated April 17, 1942, recorded in Bristol County
 (S. D.) Registry of Deeds, Book 653, Page 67.

Bristol County
 Registry of Deeds
 PREVENTED

Bristol County
 Registry of Deeds
 PREVENTED

Bristol County
 Registry of Deeds
 PREVENTED

Bristol County
 Registry of Deeds
 PREVENTED

Bristol County
 Registry of Deeds
 PREVENTED

Bristol County
 Registry of Deeds
 PREVENTED

Bristol County
Registry of Deeds
Plymouth County

Bristol County (S. 1000)
Registry of Deeds
Plymouth County

1047 402

This mortgage is upon the statutory condition,

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

We, the above named mortgagors, being husband and wife of said mortgagee,

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

Witness our hand and seal this 21st day of April 1952

Nelson A Cannon
Florence W Cannon

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, Mass., April 21, 1952

Then personally appeared the above named Nelson A. Cannon & Florence W. Cannon

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

Jack Landon
JACK LANDON Notary Public - Massachusetts

My Commission expires March 27, 1953

Notarially recorded April 22 1952, at 11.00 A.M. in 4. m. R. M.

Bristol County
Registry of Deeds
Plymouth County

Bristol County
Registry of Deeds
Plymouth County

Bristol County (S. 1000)
Registry of Deeds
Plymouth County

1952 APR 22 11 00 AM
RECORDED
NOTARY PUBLIC

Bristol County
Registry of Deeds
Plymouth County

3109

We, Leslie E. Burgess and Mildred A. Burgess, husband and wife
of New Bedford

Bristol County, Massachusetts,

for consideration paid, grant to Maurice N. Landry and Mary H. Landry,
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 southwest corner of the premises to be conveyed
at a point in the east line of State Street distant northerly therein
sixty-two (62) feet from the northerly line of Maxfield Street;

thence northerly in said easterly line of State Street thirty-
eight (38) feet to land now or formerly of Marion Fisher, Tr.,

thence easterly in line of last named land seventy-five (75)
feet to land now or formerly of Anna Thilo, et al;

thence southerly in line of last named land thirty-eight (38)
feet to land formerly of said Anna Thilo, et al;

thence westerly in line of last named land seventy-five (75)
feet to said east line of State Street and point of beginning.

Containing ten and 46/100 (10.46) rods, more or less.

being the same premises conveyed to us by ^{deed of} Mary Lawrence, dated

May 27, 1949, recorded in Bristol County (S.D.) Registry of Deeds,
book 962, Page 92.

Subject to the taxes of 1952 which the grantees assume and agree
to pay.

1697-403

*Substantive
Gov
Certificate
2/24/75
1697-38*

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

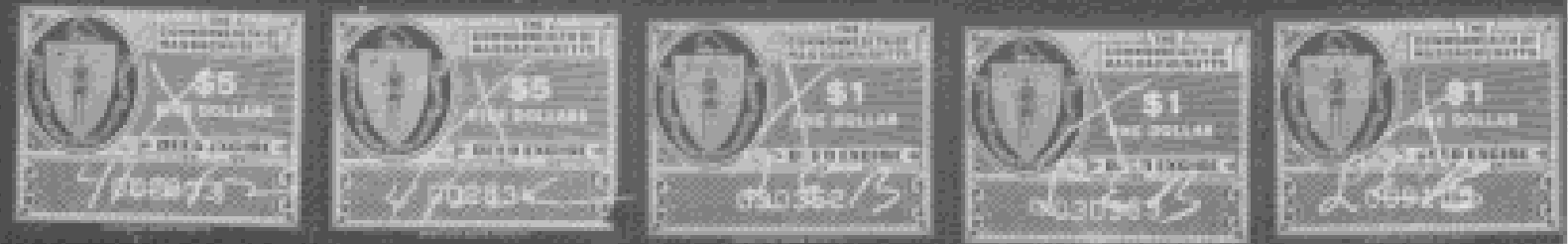
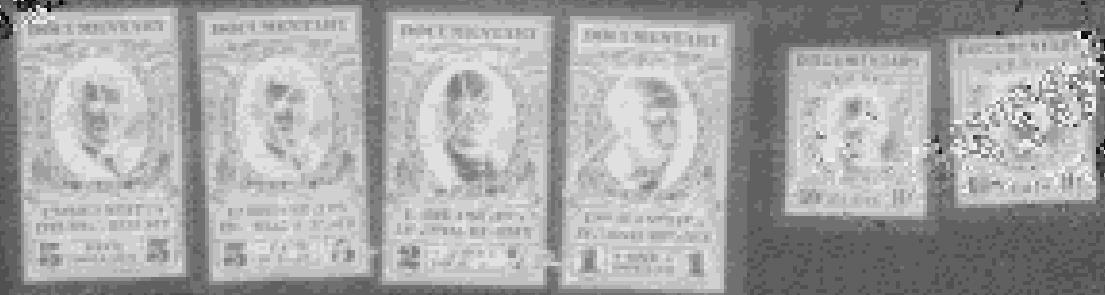
BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED FROM BEING
RECORDED

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED FROM BEING
RECORDED



We, Leslie E. Burgess and Mildred A. Burgess ^{husband and wife} of said grantors,

release to said grantees all rights of ^{tenancy by the entirety and other interests therein,} ~~tenancy by the entirety and other interests therein,~~ ^{dower and homestead} ~~dower and homestead~~

Witness our hand and seal this twenty-second day of April 1952

John B. Riddock

Leslie E. Burgess
Mildred A. Burgess



The Commonwealth of Massachusetts

Bristol ss. April 22 1952

Then personally appeared the above named Leslie E. Burgess and Mildred A. Burgess

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

John B. Riddock
Notary Public - Notary of the State
My commission expires September 19 1954

Received & recorded April 22 1952, at 11 AM. 5

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED FROM BEING
RECORDED

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED FROM BEING
RECORDED

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED FROM BEING
RECORDED

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVENTED FROM BEING
RECORDED

3110

KNOW ALL MEN BY THESE PRESENTS that Maurice M. Landry and Mary M. Landry, his
husband and wife,

of New Bedford, Bristol County, Massachusetts, being authorized, for consideration paid GRANT unto the
Trustees of the Attleborough Savings and Loan Association, of Attleboro, Bristol County, Massachusetts, with MORT-
GAGE COVENANTS, to secure the payment of Seventy-five hundred (7500) dollars with interest as
provided in our note of even date and such further sums as may be advanced by the mortgagee, and also to secure
the performance of all covenants and agreements therein and herein contained, the land in said New Bedford
bounded and described as follows:

beginning at the southwest corner of the premises to be conveyed
at a point on the east line of State Street distant northerly therein
sixty two (62) feet from the northerly line of Westfield Street;

thence northerly in said easterly line of State Street thirty-
eight (38) feet to land now or formerly of Marion Fisher, Jr.,

thence easterly in line of last named land seventy-five (75)
feet to land now or formerly of Anna Thilo, et al;

thence southerly in line of last named land thirty-eight (38)
feet to land formerly of said Anna Thilo, et al;

thence westerly in line of last named land seventy-five (75)
feet to said east line of State Street and point of beginning.

Containing ten and 46/100 (10.46) rods, more or less.

Being the same premises conveyed to us by deed of Leslie S.
Murgess, et ux, of even date to be recorded herewith.

Including as part of the realty all portable, sectional and other buildings and structures, all ranges, mantels, screens,
screen doors, awnings, window shades, storm doors, storm windows, plumbing goods, oil, gas and electric equipment and
fixtures, and all heating, refrigerating and air conditioning apparatus, and all other apparatus and fixtures of whatever
kind and nature, at present or hereafter installed in or on the premises prior to the full payment and discharge of this
mortgage loan or so long as the same are in use by agreement of the parties hereto be made a part of the realty.

Discharge
4/26/12
1368-467

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVIOUS

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVIOUS

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVIOUS

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVIOUS

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVIOUS

BRISTOL COUNTY MASSACHUSETTS
REGISTER OF DEEDS
PREVIOUS

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE ONLY

1047 406

The mortgagor covenants to pay the mortgagee one month from the date of this instrument and on the same day of each month thereafter during the term of this mortgage an amount equal to 1/12 of the municipal taxes and assessments levied or assessed, or which the mortgagee estimates will be levied or assessed on the mortgaged premises during any year hereafter until this mortgage is discharged; and also to pay to the mortgagee any deficiency between the actual amount of such taxes and assessments and the amount collected by the mortgagee for this purpose within thirty days after notice of such deficiency. The mortgagee agrees to apply payments received for taxes and assessments to payment thereof as they become due, but in the event of foreclosure of this mortgage all sums advanced by the mortgagor or his assigns for payment of taxes and assessments and which have not been used for this purpose shall be credited to interest or principal on said note.

The mortgagor covenants that upon request of the mortgagee he will keep the buildings now or hereafter on said premises insured against such hazards as the mortgagee may require. The mortgagor covenants to pay to the mortgagee on demand the amount of any tax payable by the mortgagee which is attributable to the debt hereby secured, whether such tax be measured by the principal of or interest upon the debt or by the real estate mortgage investments of the mortgagee or however otherwise measured. The mortgagor covenants that in the event of a foreclosure sale, the mortgagee shall be entitled to retain one percent of the purchase money in addition to the costs, charges, and expenses allowed under the statutory power of sale.

Wherever used in this mortgage the word "mortgagor" shall include the mortgagor's heirs, executors, administrators and assigns.

This mortgage is upon the statutory condition and upon the further conditions that all covenants on the part of the mortgagor herein contained and all promises in the note secured hereby shall be kept and fully performed, for any breach of which conditions the mortgagee shall have the statutory power of sale.

And for the consideration aforesaid ^{and} husband/wife of the said mortgagor releases to the mortgagee all rights of dower homestead curtesy and other interests in the mortgaged premises, and agrees to join in any confirmatory deed required.

WITNESS our hands and seal, this twenty-second day of April 19 52

John B. Riddock
Notary Public

Maurice N. Landry
Mary H. Landry

THE COMMONWEALTH OF MASSACHUSETTS

Bristol ss April 22 19 52

Then personally appeared the above named Maurice N. Landry and Mary H. Landry,

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

John B. Riddock
Notary Public
John B. RIDDOCK
My Commission Expires September 19 19 58

received & recorded April 22 19 52, at 11 PM & 5 AM A.M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE ONLY

3115

1047 107

Know all men by these presents

that The Merchants National Bank of New Bedford

the mortgage named in a certain mortgage given by William C. Keavy and Mary B. Keavy

dated October 3, A. D. 19⁵¹ and recorded with the
Bristol County (S.D.) Registry of Deeds Book 1028 Page 435, 6, 7

hereby acknowledges that it has received from William C. Keavy and Mary B. Keavy

the mortgage named in said mortgage, full payment and satisfaction of the same; and in consideration thereof it hereby cancels and discharges said mortgage, and releases and quitsclaims unto the said William C. Keavy and Mary B. Keavy and their heirs and assigns forever all interest acquired under said mortgage in the premises thereby conveyed.

In witness whereof the said The Merchants National Bank of New Bedford has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by James Perrin its Vice President this twenty-second day of April A. D. 19⁵²

Signed and sealed in the presence of THE MERCHANTS NATIONAL BANK OF NEW BEDFORD

by

James Perrin
Vice President

The Commonwealth of Massachusetts

Bristol ss April 22, 19⁵² then personally appeared

the above-named James Perrin and acknowledged the foregoing instrument to be the free act and deed of the Merchants National Bank of New Bedford before me—

William R. Balderon
WILLIAM R. BALDERON
Notary of the Peace
My comm. expires Jan. 29, 1954.

April 22 1952 at 11 o'clock and 38 minutes A. M.

BRISTOL COUNTY
REGISTRY OF DEEDS
PRINTED ONLY

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

BRISTOL COUNTY
REGISTRY OF DEEDS
PRINTED ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PRINTED ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
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BRISTOL COUNTY
REGISTRY OF DEEDS
PRINTED ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PRINTED ONLY

1047 408

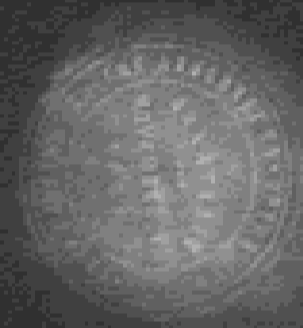
3117

The ACUSHNET CO-OPERATIVE BANK, holder of a mortgage from Patrick Francis Lavell and Mary Christina Lavell to it, dated Sept. 16 1945 recorded with Bristol County S. D. Registry of Deeds, Book 868 Page 554 acknowledges satisfaction thereof.

In witness whereof it has caused its corporate name to be hereto subscribed and its corporate seal hereto affixed by Eugene P. Phelan its Treasurer thereunto duly authorized, this Twenty-second day of April 19 52

ACUSHNET CO-OPERATIVE BANK

By Eugene P. Phelan Treasurer



COMMONWEALTH OF MASSACHUSETTS

Bristol, ss April 22 19 52

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 April 22 19 52, at 12:00 & 3 min. L.M.

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS PREVENTIVE ONLY

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS PREVENTIVE ONLY

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS PREVENTIVE ONLY

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS PREVENTIVE ONLY

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS PREVENTIVE ONLY

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS PREVENTIVE ONLY

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS PREVENTIVE ONLY

I, Joseph J. d'Oliveira,

of New Bedford, Bristol County, Massachusetts,
being married, for consideration paid, grant to William H. Jacques,

of 1070 Sassaquin Ave., New Bedford, Massachusetts, with quitclaim warrants

he had in said New Bedford described in the instrument of taking re-
corded in Bristol County, (S.D.) Registry of Deeds in book 611 pages

92-93 and being situated on the s.w. corner of Norton and Sassaquin
Avenues, and being lot 566 on plat A136 of the city of New Bedford.

(No stamps required)

Lucienne G. d'Oliveira, Wife
Husband of said grantor.

release to said grantee all rights of ~~tenancy by the entirety~~ ^{dower and homestead} and other interests therein.

Witness our hand and seal this 21st day of April, 1952.

Joseph J. d'Oliveira
Lucienne G. d'Oliveira

The Commonwealth of Massachusetts

Bristol, New Bedford, April 21, 1952.

Then personally appeared the above named Joseph J. d'Oliveira

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

Stanislaw Felts
Stanislaw Felts - Notary Public - Bristol County, Mass.

My commission expires August 2, 1957.

Recorded April 22 1952, at 12 hrs & 27 min. P. M.

1047 410

3114

KNOW ALL MEN BY THESE PRESENTS

that, David's Inc.

present holder of a mortgage

from Louis Carvalho and Rose B. Carvalho

to it

dated FEBRUARY 7, 1951

recorded with Bristol County S. D. Registry of

Deeds

Book 1010

Page 354

acknowledge satisfaction of the same

In witness whereof, the said David's Inc.

has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by

David Lash

its treasurer

this 16th.

day of

April

A. D. 19 52

DAVID'S INC

by

David Lash

TREASURER

The Commonwealth of Massachusetts

Bristol

vs Fall River, April 16,

19 52

Then personally appeared the above named David Lash

and acknowledged the foregoing instrument to be the free act and deed of David's Inc

before me,

James Sabers

REGISTRAR

My commission expires

24

19 54

Received & recorded April 22 19 52, at 11 hrs & 11 min. A.M.

BRISTOL COUNTY
REGISTRY OF DEEDS
BRYAN CONLEY

BRISTOL COUNTY
REGISTRY OF DEEDS
BRYAN CONLEY

BRISTOL COUNTY
REGISTRY OF DEEDS
BRYAN CONLEY

BRISTOL COUNTY
REGISTRY OF DEEDS
BRYAN CONLEY

3113

Know all Men by these Presents

The New Bedford Institution for Savings, holder of a mortgage
 from Pierce & Sote
 to said Institution
 dated Dec 18 1920 recorded with Bristol County (S.D.) Registry
 of Deeds, Book 513, Page 488, 489
 acknowledges satisfaction of the same.

In Witness Whereof said New Bedford Institution for Savings has caused its
 corporate seal to be affixed and this instrument to be signed in its name and behalf by its Assistant
 Treasurer, herunto duly authorized, this 22nd day of April 1952

New Bedford Institution for Savings,
 By Admiral T. Rowland
 Assistant Treasurer

Commonwealth of Massachusetts

Bristol, ss. April 22 1952. 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 Crave
 Notary Public

My commission expires 7/18 1958

Received & recorded April 22 1952 at 11 am & 6 min

3107

1047-411

KNOW ALL MEN BY THESE PRESENTS: That the Continental Employees
 Credit Union,
 holder of a mortgage
 from Nelson A. Cannon and Florence W. Cannon
 to it
 dated September 23, 1948
 recorded with Bristol County (S. D.) County Registry of Deeds
 Book 951, Page 353-354, acknowledge satisfaction of the same

BRISTOL COUNTY MASSACHUSETTS
 REGISTER OF DEEDS
 PREVIOUS COPY

BRISTOL COUNTY MASSACHUSETTS
 REGISTER OF DEEDS
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 REGISTER OF DEEDS
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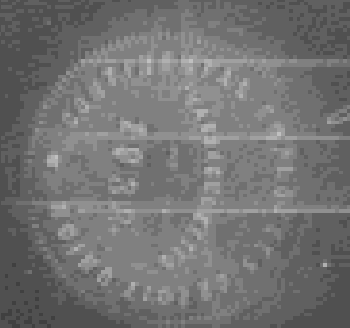
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 REGISTER OF DEEDS
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BRISTOL COUNTY MASSACHUSETTS
 REGISTER OF DEEDS
 PREVIOUS COPY

1047 412

Witness its hand and seal this 22nd day of April 1952



CONTINENTAL EMPLOYEES CREDIT UNION

BY John H. Wardwell
Treasurer

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, Mass., April 22, 1952

Then personally appeared the above named Charles H. Wardwell, Treasurer of the Continental Employees Credit Union and acknowledged the foregoing instrument to be his free act and deed



John A. Quinn
Notary Public - Justified 1st March 5

My commission expires May 2 1952

Received & recorded April 22 1952, at 11 hrs & 3 min. A.M.

3081

Know all Men by these Presents

The New Bedford Institution for Savings, holder of a First mortgage from Adolph Euba et ux to said Institution dated October 22 1943 recorded with Bristol County (S.D.) Registry of Deeds, Book 873 Page 544 545 acknowledges satisfaction of the same.

In Witness Whereof said New Bedford Institution for Savings has caused its corporate seal to be affixed and this instrument to be signed in its name and behalf by its Assistant Treasurer, hereunto duly authorized, this 22nd day of April 1952

New Bedford Institution for Savings,
By Jesse Hunt
Assistant Treasurer

Commonwealth of Massachusetts

Bristol, ss. 1952 Personally appeared the above-named officer of said Institution and acknowledged the foregoing instrument to be the free act and deed of said New Bedford Institution for Savings, before me,

Frank A. King
Notary Public
My commission expires Aug 7 1953

Received & recorded April 22 1952, at 9 hrs & 17 min. A.M.

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

BRISTOL COUNTY MASS. REGISTRY OF DEEDS

3111

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 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 Mary Lawrence
to the Trustees of the Attleborough Savings and Loan Association
dated September 28, 1948
recorded with Southern District, Bristol County Registry of Deeds
Book 952 Page 259-260 acknowledge satisfaction of the same

Witness my hand and seal this twenty-second day of April 1952

Hartwell H. Crossman

Trustees of the Attleborough Savings and Loan Association

By John E. Turner

Treasurer, Attleborough Savings and Loan Association

The Commonwealth of Massachusetts

Bristol ss. April 22 1952

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

Hartwell H. Crossman
Hartwell H. Crossman Notary Public - Massachusetts

My commission expires October 26, 1956

Received & recorded April 27 1952, at 11 hrs. & 6 min. A.M.

3083

1047-413

I, Herbert Stern, holder of a mortgage
from Jennie D. Habib
to 00
dated March 4, 1950
recorded with Bristol County S.D. Registry of Deeds
Book 890 Page 359 acknowledge satisfaction of the same

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
REVENUE ONLY

414
WITNESS BY hand and seal this 22nd day of April 1952

Herbert Stern

The Commonwealth of Massachusetts

Bristol ss. April 21 1952

Then personally appeared the above named Herbert Stern
and acknowledged the foregoing instrument to be his free act and deed
before me

Alfred Robert Case
Notary Public — Justice of the Peace

My commission expires 7/18 1958

Received & recorded April 22 1952, at 9 hrs. & 30 min. A.M.

3084

I, Pauline Stern, holder of a mortgage
from Jennie D. Habib
to me
dated March 15, 1949
recorded with Bristol County S.D. 6644/Registry of Deeds
Book 957 Page 422, acknowledge satisfaction of the same

WITNESS BY hand and seal this 22nd day of April 1952

Pauline Stern
By *Herbert Stern atty in fact*

The Commonwealth of Massachusetts

Bristol ss. April 22 1952

Then personally appeared the above named Herbert Stern, atty.
and acknowledged the foregoing instrument to be *his* free act and deed of Pauline Stern,
before me

Alfred Robert Case
Notary Public — Justice of the Peace

My commission expires 7/18 1958

Received & recorded April 22 1952, at 9 hrs. & 32 min. A.M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
REVENUE ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
REVENUE ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
REVENUE ONLY

3119

1047 415

The Fairhaven Institution for Savings, a corporation under the laws of Massachusetts, located at Fairhaven, Massachusetts, holder of a mortgage from William Henry Cook et ux

to The Fairhaven Institution for Savings, dated July 28, 1949

recorded with Bristol County S.D. Registry of Deeds Book 961 Page 210-211 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 April 1952

FAIRHAVEN INSTITUTION FOR SAVINGS

Orrin B. Carpenter Treasurer



Commonwealth of Massachusetts

Bristol, ss. Fairhaven, Mass. April 8, 1952

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 Thomas E. Underwood Notary Public

My commission expires Sept 27 1957

Received & recorded April 22 1952 at 1 hrs & 4 min P. M.

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVIOUS COPY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVIOUS COPY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVIOUS COPY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVIOUS COPY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVIOUS COPY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVIOUS COPY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVIOUS COPY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
REVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
REVIEW ONLY

1047 416 3120
I, Maryanna Jegliniski, widow

Affidavit
12/19/01
5295-6

of New Bedford Bristol County, Massachusetts,
being assented, for consideration paid, grant to Herbert M. Brown and Stella L.
Brown, husband and wife, as joint tenants but not as tenants by the
entirety,
of said New Bedford, with warranty remnants

Affidavit
12/19/01
5295-7

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

(Description and encumbrances, if any)

Beginning at a point in the south line of Nash Road, 274.51
feet east of the east line of Brook Street; thence running southerly
one hundred ten and 88/100 (110.88) feet; thence easterly forty
(40) feet; thence northerly one hundred ten and 88/100 (110.88)
feet to said south line of Nash Road, and thence westerly in said
south line of Nash Road forty (40) feet to the point of beginning.

Containing 16.36 rods, more or less. Being the same premises
conveyed by deed of John Jones et al, dated Dec. 31, 1923 and
recorded with Bristol County S. D. Registry of Deeds book 580
page 432.

Also see probate of estate of Marcel Jegliniski file No. 104784.

Subject to the 1952 real estate taxes which the grantees assume
and agree to pay.

Witness my hand and seal this 22 day of April 19 52.

Maryanna Jegliniski

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, April 22 19 52

Then personally appeared the above named Maryanna Jegliniski

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

Alfred Robert Crave
Notary Public - Massachusetts
7/18/52

Received & recorded April 22 1952, at 1 hr. & 28 min. P. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
REVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
REVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
REVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
REVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
REVIEW ONLY

I, Marianna Jeglinaki, Administratrix, by power conferred by license of the Probate Court dated, April 2, 1952, to sell the estate of Marcel Jeglinaki, deceased, and every other power, for Seventeen hundred thirty-seven and 50/100 dollars,

of New Bedford of \$1,737.50, being insured, for consideration, grant to Herbert M. Brown and Stella L. Brown husband and wife, as joint tenants, but not as tenants by the entirety,

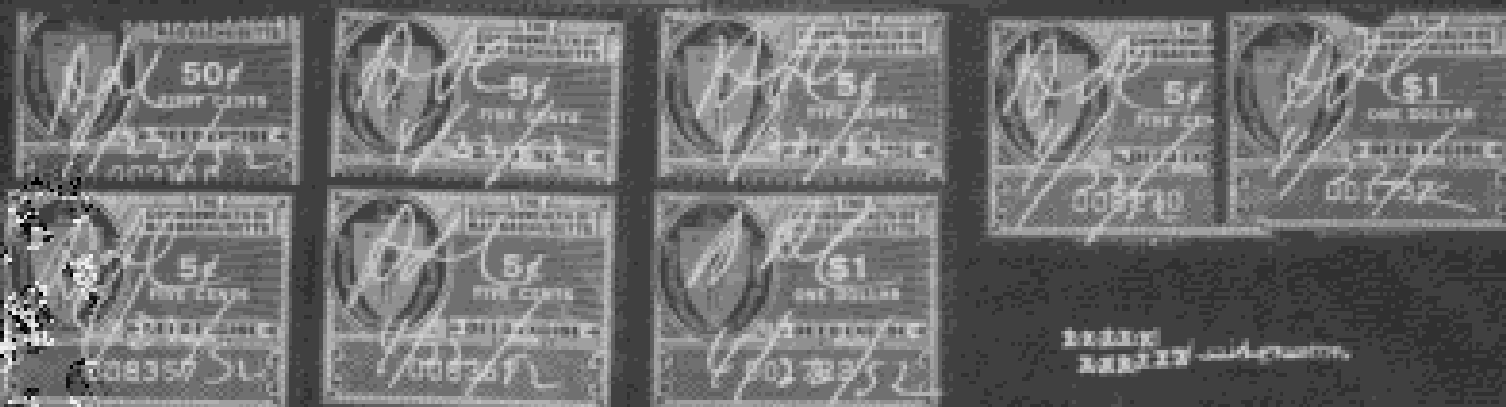
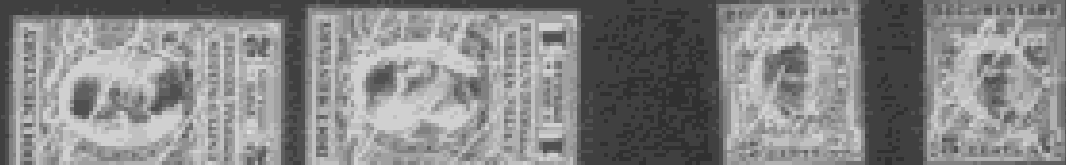
of said New Bedford, with warranty covenants one undivided fourth interest in the land in said New Bedford, with the building thereon, bounded and described as follows:-

(Description and dimensions, if any)

Beginning at a point in the south line of Nash Road, 234.51 feet east of the east line of Brook Street; thence running easterly one hundred ten and 66/100 (110.66) feet; thence easterly forty (40) feet; thence northerly one hundred ten and 66/100 (110.66) feet to said south line of Nash Road, and thence westerly in said south line of Nash Road forty (40) feet to the point of beginning.

Containing 16.86 rods, more or less. Being the same premises conveyed by deed of John Jones et al, dated Dec. 31, 1923, to Frank Korakowski et al, and recorded in the Bristol County S. D. Registry of Deeds book 140 page 432.

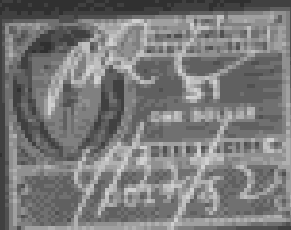
Subject to the 1952 real estate taxes which the grantee assume and agree to pay.



In witness whereof I have hereunto set my hand and seal, and the seal of said County, at the City of New Bedford, Massachusetts, this 22nd day of April, 1952.

Witness my hand and seal this 22nd day of April, 1952.

Marianna Jeglinaki
Administratrix



The Commonwealth of Massachusetts

Bristol, ss. New Bedford, April 22, 1952

Then personally appeared the above named Marianna Jeglinaki, Administratrix of the estate of Marcel Jeglinaki, and acknowledged the foregoing instrument to be her free act and deed, before me

Alfred Robert Crane
Notary Public - MASSACHUSETTS

My Commission expires

7/18/58

Filed & recorded April 22, 1952, at 1:28 P. M.

BRISTOL COUNTY
REGISTRY OF DEEDS
RECORDING ONLY

447 418

3123

THIS DEED NOT VALID UNLESS RECORDED IN THE PROPER REGISTRY OF DEEDS WITHIN 60 DAYS AFTER THE DATE

FORM 478

TREASURER'S DEED TO MUNICIPALITY
LAND OF LESS VALUE

THE COMMONWEALTH OF MASSACHUSETTS

WESTPORT

TOWN OF CITY OR TOWN

OFFICE OF THE TREASURER

I, Alexander Walsh, Treasurer of the ~~City~~ Town of Westport

pursuant to the provisions of General Laws, Chapter 60, Section 79 and 80, hereby grant to said ~~city~~ town the ~~parcel~~ parcels of land described in the instrument of taking or tax collector's deed to which reference is made in the following schedule:

NAME OF PERSON ASSESSED IN THE YEAR OF THE TAX FOR WHICH THE LAND WAS TAKEN OR SOLD LOCATION OF PARCEL	INSTRUMENT OF TAKING OR TAX TITLE DEED				NAMES OF INTERESTED PERSONS SERVED BY REGISTERED MAIL WITH NOTICE OF SALE UNDER CHAPTER 60, SECTION 80 A.
	RECORDED		REGISTERED		
	Book	Page	Document No.	Certificate of Title No.	
Leo Paul Dube	973	378			
Jean V. Moffett	973	381			
James Thompson	973	382			

ATTACH SCHEDULE IF MORE SPACE IS NEEDED. STATE NUMBER OF SCHEDULES ATTACHED

The land hereby granted was included in an affidavit made by Henry P. Long, Commissioner of Corporations and taxation, recorded on Nov. 1951, in the S.D. Bristol County Registry of Deeds, Book 1034, Page 18, relative to the value of certain parcels of land taken by said town for non-payment of taxes and to the validity of the tax titles held therein; and was offered for sale at public auction on April 3, 1952, in accordance with a notice of sale posted on March 17, 1952, at the Town Office Building.

(Strike out Paragraph (A) or (B) as the Circumstances Require)

(A) No bid was made at the time and place appointed for the sale or at any adjournment thereof and the sold town therefore became the purchaser at an adjournment of said sale on April 7, 1952.

(B) Executed as a sealed instrument this 17th day of April, 1952.

Alexander Walsh, Treasurer of the Town of Westport

THE COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. Westport, Mass. April 17, 1952

Then personally appeared the above-named Alexander Walsh

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

Notary Public in and for the County of Bristol, State of Massachusetts
Elmer B. Manuette, Jr.

NOTARY PUBLIC APPROVED BY HENRY P. LONG, COMMISSIONER OF CORPORATIONS AND TAXATION.

REGISTRY OF DEEDS BOSTON FORM 1127

Received & recorded April 22 1952, at 1 pm & 36 min. P. M.

BRISTOL COUNTY
REGISTRY OF DEEDS
RECORDING ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
RECORDING ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
RECORDING ONLY

Rec'd
4-13-52
8057-1228

3125

I, Joseph Fleurent, widower,

of Fairhaven Bristol County, Massachusetts,

do hereby certify for consideration paid, grant to Joseph Fleurent, Jr., Ulric Fleurent, Leo Fleurent, Henri Fleurent, and Leona Duchesneau, all of said Fairhaven, and Alfred Fleurent of Mattapoisett, Plymouth County, Massachusetts, as joint tenants and to the survivor of them,

and

with quiet title provisions

the land in said Fairhaven, with all buildings thereon, bounded and described as follows:

FIRST PARCEL

Beginning at the southeast corner of the lot to be conveyed at the intersection of the north line of Washington Street with the west line of Florence Street;

thence northerly four hundred five (405) feet in the said west line of Florence Street to a corner;

thence westerly one hundred one (101) feet more or less in line of land now or formerly of Alban Duchesneau to a wall;

thence southerly four hundred nine (409) feet in line of the said wall to the said north line of Washington Street;

and thence easterly seventy-seven and 5/10 (77.5) feet in the said north line of Washington Street to the point of beginning.

SECOND PARCEL

Beginning at the southeasterly corner of the land to be conveyed at a point in the west line of Florence Street which point is seven hundred sixty-five (765) feet north of the north line of Washington Street;

thence northerly three hundred sixty-two and 5/10 (362.5) feet in the said west line of Florence Street to a corner;

thence westerly one hundred seventeen and 5/10 (117.5) feet, more or less, to a stone monument;

thence southerly three hundred forty-three (343) feet to land of parties unknown;

thence easterly one hundred seven and 7/10 (107.7) feet to the said west line of Florence Street and point of beginning.

Being lots 28 to 36, inclusive, on plan of land in East Fairhaven, Massachusetts, dated September 1921 and on file in Bristol County S. D. Registry of Deeds, Plan Book 25, Page 186.

THIRD PARCEL

Beginning at the southwesterly corner of the premises to be conveyed at a point in the east line of Florence Street which point is four hundred eighty-four and 5/10 (484.5) feet north of the north line of Washington Street;

thence easterly thirty-seven and 5/10 (37.5) feet;

thence northerly six hundred sixty-six (666) feet to a stake and

1047 420

thence westerly one hundred seventeen and 5/10 (117.5) feet to the said east line of Florence Street; and

thence southerly six hundred forty-eight and 5/10 (648.5) feet in the said east line of Florence Street to the point of beginning.

Being lots 12 to 27 inclusive on the above mentioned plan.

All three parcels being part of the premises conveyed to me by deed of Edward L. Hammond, dated June 23, 1906 and recorded with said Registry of Deeds, Book 257, Page 473.

Witness my hand and seal of said office, at said place, on this 18th day of April, 1952.

Witness my hand and seal this 18th day of April 1952

Joseph J. Fleurent

The Commonwealth of Massachusetts

Bristol

Fairhaven, April 18,

1952

Then personally appeared the above named Joseph Fleurent

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

Irene C. Betard

Notary Public - Superior District

My Commission expires Mar. 29, 1954

Received & recorded April 22, 1952, at 2 hrs & 9 min P. M.

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS

BRISTOL COUNTY MASSACHUSETTS REGISTRY OF DEEDS

3127

1047 421

I, Charles W. Broadbent

EXECUTOR of the WILL of — ADMINISTRATOR of the ESTATE of — TRUSTEE under GUARDIAN of — CONSERVATOR of — RECEIVER of the ESTATE of — COMMISSIONER

May P. Madison

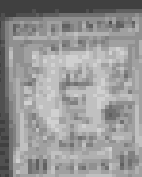
by power conferred by license of the Probate Court of Bristol County dated April 9, 1952

and every other power, for Fifty-six hundred (\$5600) Dollars paid, grant to Nathaniel Guy and Morris P. Fox each of New Bedford the land in New Bedford bounded and described as follows:

Beginning at the south-east corner hereof at a point in the west line of Sixth Street; thence westerly in line of land formerly of Elihu Russell 61.42 feet to land formerly of one Buckley; thence northerly by last named land 49.06 feet to a corner; thence easterly parallel with Wing Street 52.52 feet southerly therefrom 62.61 feet to the said west line of Sixth Street; thence southerly by Sixth Street 51.24 feet to the place of beginning.

Containing 11.38 square rods more or less, and being the same premises conveyed from Edna B. Fitaroy to May P. Madison by deed dated April 20, 1945 and recorded with Bristol County S. D. Registry of Deeds book 895 page 371.

The grantees by the acceptance of this conveyance assume and agree to pay the taxes assessed for 1952.



Witness my hand and seal this 22nd day of April 1952

Charles W. Broadbent

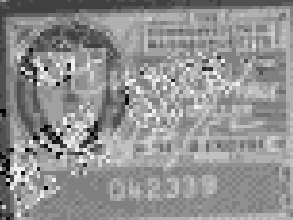
Administrator



The Commonwealth of Massachusetts

Notary Public April 22 1952

Then personally appeared the above named Charles W. Broadbent, Administrator and acknowledged the foregoing instrument to be his free act and deed, before me



Henry Sherman Notary Public

My commission expires March 2 1953

Received & recorded April 22 1952 at 2 hrs & 45 min. P. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
1047 422

KNOW ALL MEN BY THESE PRESENTS

That We, Nathaniel Guy, married, and Morris P. ... both

of New Bedford Bristol County, Massachusetts,

have granted, for consideration paid, grant to Annie Hurwitz

of New Bedford

with mortgage covenants, to secure the payment of

Forty-five hundred (\$4500.00) - - - - - Dollars

in five (5) years with five (5%) per centum interest per annum payable

annually,

as provided in note of even date,

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

(Description and encumbrances, if any)

BEGINNING at the southeast corner hereof at a point in the west line of Sixth Street;

thence WESTERLY in line of land formerly of Elihu Russell sixty-one and 42/100 (61.42) feet to land formerly of one Buckley;

thence NORTHERLY by last named land forty-nine and 8/100 (49.08) feet to a corner;

thence EASTERLY parallel with Wing Street fifty-two and 52/100 (52.52) feet southerly therefrom sixty-two and 61/100 (62.61) feet to the said west line of Sixth Street; and

thence SOUTHERLY by Sixth Street fifty-one and 24/100 (51.24) feet to the place of beginning.

Containing 11.38 square rods, more or less.

Being the same premises conveyed to us by deed of Charles W. Broadbent, administrator of the Estate of May P. Madison by deed dated April , 1952 and recorded with the Bristol County (S.D.) Registry of Deeds.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
1047 422

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
1047 422

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
1047 422

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
1047 422

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
1047 422

This mortgage is upon the statutory condition,

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

I, Selma L. Guy, wife of Nathaniel Guy

holding ~~of said mortgage,~~
with

release to the mortgagee all rights of ~~tenancy by the entirety~~ and other interests in the mortgaged premises,
dower and homestead

Witness our hand and seal this 22nd day of April 1952

Maria C. Hill
Nathaniel Guy
Selma L. Guy by Nathaniel Guy
Selma L. Guy by Nathaniel Guy,
attorney-in-fact
See Rec. Bristol (S.D.) Book 1038
Page 207

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, April 22, 1952

Then personally appeared the above-named Nathaniel Guy
and acknowledged the foregoing instrument to be his free act and deed,
before me

Harold Hurwitz
HAROLD HURWITZ
Notary Public

My commission expires August 7, 1953

Received & recorded April 22 1952, at 2 hrs & 46 min P. M.

1047 424

3131

1067-20

I, Joseph F. Martin, by virtue of the power vested in me by deed hereinafter mentioned, and being of New Bedford, Bristol County, Massachusetts

do hereby grant for consideration paid, grant to Manuel Bernardo and Maria Bernardo, husband and wife, both

of said New Bedford

with mortgage covenants, to secure the payment of Four Thousand (4000) Dollars payable in quarterly installments of Fifty (50) Dollars on the ~~XXXX~~ principal, the entire amount of this mortgage to be payable

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

as provided in my note of even date,

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

Beginning at a point in the north line of Larch Street, thirty-nine and 82/100 (39.82) feet westerly therein from the intersection of said north line of Larch Street with the west line of Juniper Street; thence westerly in said north line of Larch Street, thirty-nine and 80/100 (39.80) feet to a tack; thence northerly, forty-four and 20/100 (44.20) feet to a stake; thence easterly, forty-one and 12/100 (41.12) feet to a stake; and thence southerly in line of a fence, forty-four and 22/100 (44.22) feet to said north line of Larch Street and point of beginning.

Containing 6.59 square rods, more or less.

Being Lot numbered 3 on plan owned by William Watling Heirs, made by P. M. Metcalf, C.E., dated July 28, 1922.

Being the same premises conveyed to me by deed of Joao Carvalho, dated April 11, 1932 and recorded in Bristol County (S.D.) Registry of Deeds, in book 1046, page 242.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
DRAWN

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
REVIEWED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
NEW

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
NEW

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
NEW

This mortgage is upon the statutory condition,

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

MASSACHUSETTS
RECORDS

release to the mortgagee all rights of the mortgagor in the mortgaged premises

Witness my hand and seal this 22nd day of April 1952

August C. Tardira *Joseph F. Martin*

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, April 22, 1952

Then personally appeared the above named Joseph P. Martin

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

August C. Tardira
August C. Tardira, Notary Public - Middlesex County

My Commission expires July 22, 1955

Received & recorded April 22 1952 at 2 hrs. & 55 min. P. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITION

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITION

BRISTOL COUNTY MASSACHUSETTS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITION

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITION

1047 426

3133

Outfit
2/19/63
1398-247

I, Antone V. Rocha, married,
of New Bedford, Bristol County, Massachusetts,
~~expressly~~ for consideration paid, grant to myself, Antone V. Rocha and my wife,
Maria X. Rocha, as joint tenants and not as tenants in common, both
of said New Bedford

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

Beginning at the southeasterly corner thereof at a point in
the north line of Ruth Street, one hundred fifteen and 29/100 (115.29)
feet west of the point of intersection of said north line of Ruth
Street with the southwest line of Rodney French Boulevard; thence
northerly by land of parties unknown, fifty-one and 42/100 (51.42)
feet; thence westerly by land of parties unknown, forty (40) feet;
thence southerly by land of parties unknown, sixty (60) feet to
said north line of Ruth Street; and thence easterly in said north
line of Ruth Street, forty and 91/100 (40.91) feet to the point
of beginning.

Containing 8.18 square rods, more or less, and being lot
number 194 1/2 on supplementary Plan of Cook and Smith on record with
Bristol County (S.D.) Registry of Deeds, plan book 1, page 78.

Being the same premises conveyed to me by deed of Antone X.
Rocha, dated November 4, 1948 and recorded in said Registry, in
book 954, pages 21-22.

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

NO REVENUE STAMPS REQUIRED.

husband
and

claim to and grant of all rights of jointly by the living and other instruments
deceased husband

Witness my hand and seal this 22nd day of April 1952

August C. Tavares *Antone V. Rocha*

The Commonwealth of Massachusetts

Bristol, New Bedford, April 22, 1952

Then personally appeared the above named Antone V. Rocha

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

August C. Tavares
August C. TAVARES, Notary Public - BRISTOL COUNTY

My Commission expires July 22, 1958

Received and recorded April 22, 1952 at 3 hrs. and 39 min. P.M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITION

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITION

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITION

BRISTOL COUNTY MASSACHUSETTS
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BRISTOL COUNTY MASSACHUSETTS
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PREVIOUS EDITION

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITION

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITION

1047 428 3134

We, Audrey S. Mathews of Auburn, Maine, Richard S. De Martin, Jr. of Manchester, Connecticut, Willard L. De Martin of Watertown, Massachusetts and Warren A. De Martin of Manchester, Connecticut, said Warren A. De Martin being unmarried, herein after called the Grantors, being all of the heirs of Daniel Allen Lane, deceased, otherwise known as Daniel A. Lane, who died on March 24, 1951 (Bristol County Probate Court #102,806), for consideration paid grant to Reba Allen of New Bedford, Bristol County, Massachusetts, for and during the term of her natural life, the right to personally use and occupy the land and the two family house rent free situated in the City of New Bedford, Bristol County, and known as 136 Chestnut Street, more particularly described as follows:

Beginning at a point in the East line of Chestnut Street fifty (50) feet South from the stone bound at the Southeast corner of Chestnut and Willis Streets; thence

Southerly in said East line of Chestnut Street forty-two and seventy one hundredths ($42 \frac{70}{100}$) feet to land now or formerly of Albert E. Taber; thence

Easterly in line of said Taber's land seventy and twenty one hundredths ($70 \frac{20}{100}$) feet to land now or formerly of Lydia M. Vinall; thence

Northerly in said Vinall's land forty-two and seventy one hundredths ($42 \frac{70}{100}$) feet to land now or formerly of Henry C. Hathaway; thence

Westerly in line of said Hathaway's land seventy and eleven one hundredths ($70 \frac{11}{100}$) feet to the place of beginning.

Containing eleven (11) square rods, more or less.

Being the same premises conveyed to Daniel A. Lane by The Merchants National Bank of New Bedford, Executor under the will of Elizabeth S. Allen, dated July 24, 1939 and recorded in Bristol County (S.D.) Registry of Deeds, Book 520, Pages 285-87.

Upon the death of the said Reba Allen, or upon termination of the life estate, as hereinafter provided, the premises, together with any improvements or additions, shall revert automatically to the Grantors in the same proportions and in the same manner as they own said premises prior to this grant, free and discharged of all the rights of said Reba Allen and her heirs and assigns and her executor or administrator.

The life estate herein granted to Reba Allen may be terminated or subordinated during the life of said Reba Allen by an instrument in writing signed and acknowledged by her or her legal representative in the open market as is provided for the execution of a deed.

The said Reba Allen promises and agrees that in consideration of the aforesaid life estate being granted herewith to her that she will until the date of her death or termination of the life estate as herein provided pay all the real estate taxes, water charges and all other charges due to the City of New Bedford on account of the above described property or on account of her life estate in said property. Said Reba Allen promises and agrees that she will make and pay for all the repairs of every nature and description to said building, both interior and exterior, and all repairs to the fixtures on said property, and that she will pay for all replacements so as to keep said building, fixtures and equipment therein in good repair and condition. Reba Allen promises and agrees that she will paint the exterior of the house at reasonable times so the building will be kept in good repair and condition. Any major improvements shall be apportioned between the Grantors and Reba Allen.

It is agreed that Reba Allen shall have the right to rent one of the apartments on the premises and collect the rent therefor and determine the amount thereof. She shall have no right to execute any written lease for any part of said premises. It is agreed that if the said Reba Allen does not personally use and occupy one of the apartments for a period of more than ninety days the right to use and occupy the whole premises shall cease and terminate; that Reba Allen will allow the Grantors and their heirs and assigns, and their agents, at reasonable times, to enter upon said premises and examine the condition thereof; and that Reba Allen will at the end of said life estate herein conveyed deliver up the premises, in good and tenantable order and condition to the Grantors or to their heirs and assigns.

It is further agreed by and between the Grantors and the said Reba Allen that a Fire Insurance Policy in the amount of \$12,000, together with extended coverage, shall be carried covering the building on the premises and that said policy shall be payable to the Grantors and Reba Allen as their

Bristol County
Registry of Deeds
PREVENT

Bristol County
Registry of Deeds
PREVENT

Bristol County
Registry of Deeds
PREVENT

1047 429

Bristol County
Registry of Deeds
PREVENT

Bristol County
Registry of Deeds
PREVENT

Bristol County
Registry of Deeds
PREVENT

1047 430

interests may appear and that Liability Insurance shall be carried in the amount of \$10,000 on said premises covering the Grantors and Reba Allen as their interests may appear. Reba Allen promises and agrees to pay the premiums on these insurance policies which policies shall be held in escrow by The Merchants National Bank of New Bedford, together with the original of this agreement after it is recorded in the registry of deeds. It is also agreed that if the premises or any part thereof shall be damaged by fire or other casualty so as to thereby render the premises unfit for use and occupation, then in such case there shall be no obligation upon the parties hereto to repair the same and the Grantors shall sell the premises and divide the proceeds between the Grantors and Reba Allen as their interests may appear. All furniture or other property of Reba Allen shall be kept on the premises at her sole risk. If the premises are damaged by fire or otherwise but not so as to render unfit for use and occupation, then the insurance proceeds shall be used to repair said damage and Reba Allen agrees that if the insurance is not sufficient to repair said damage she shall have the option to pay the additional amount necessary to repair the damage or terminate this life estate as hereinbefore provided.

Provided always, and these presents are upon this condition, that in case of a breach of any of the covenants to be observed on the part of Reba Allen, or in case the estate hereby created shall be taken from Reba Allen or from her representatives by process of law, by proceedings in bankruptcy or insolvency or otherwise, the Grantors or their heirs or assigns may, while the default or neglect continues, or at any time after such taking by process of law, and notwithstanding any license or waiver of any prior breach of condition, without any notice or demand enter upon the granted premises and thereby determine the estate hereby created, and may thereupon expel and remove her.

We Ralph Mathews, husband of said Audrey S. Mathews, Frances M. De Martin, wife of Richard S. De Martin, Jr., and Edna M. De Martin, wife of

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENT

Willard L. De Martin, hereby join in this agreement, and subordinate to the agreement, our interests of tenancy by the courtesy or dower and interest and other interest therein.

Witness our hands and seals this 22nd day of April 1952.

<u>Ralph H. Mathews</u>	<u>Audrey S. Mathews</u>
<u>Francis M. De Martin</u>	<u>Robert D. De Martin Jr.</u>
<u>Edna M. De Martin</u>	<u>Willard L. De Martin</u>
<u>Gene B. De Martin</u>	<u>Reba J. Allen</u>

THE COMMONWEALTH OF MASSACHUSETTS

BRISTOL, SS.

April 22nd 1952.

Then personally appeared the above named Reba Allen and acknowledged the foregoing instrument to be her free act and deed, before me.

Bernard H. Heenan
Notary Public

My commission expires May 12, 1953

STATE OF MAINE

ANDROSCOGGIN, SS.

April 11, 1952

Then personally appeared the above named Audrey S. Mathews and acknowledged the foregoing instrument to be her free act and deed, before me.

Ernest E. Williams
Notary Public

My commission expires:



Received and recorded April 22, 1952 at 4 hrs. and 13 min. P.M.

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENT

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENT

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENT

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENT

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

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

1047 432

3130

We, Manuel S. Netto and Marion S. Netto, husband and wife,

holder of a mortgage

from Joao Carvalho

to us

dated November 20, 1950

recorded with Bristol

County Registry of Deeds

Book 1003 Page 495, acknowledge satisfaction of the same and of the promissory note secured thereby.

Witness our hand and seal this 22nd day of April 19 52

August C. Taveira
Witness to both

Manuel S. Netto
Marion S. Netto

The Commonwealth of Massachusetts

Bristol,

New Bedford,

April 22, 19 52

Then personally appeared the above-named Manuel S. Netto and Marion S. Netto

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

Before me

August C. Taveira

August C. Taveira, Notary Public - ~~Massachusetts~~

My commission expires July 22, 19 55

Received & recorded April 22 1952 at 2 hrs. & 54 min. P.M.

3085

We, Francisco d'O. Abreu and Inez P. Abreu,

holder of a mortgage

from Maurice J. Poyant and Irene Poyant

to us

dated September 9, 1950,

recorded with Bristol County (S.D.)

County Registry of Deeds

Book 1003 Page 166, acknowledge satisfaction of the same

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

1047

1047-433

Witness OUR hands and seals this twenty-first day of April 1952

Francisco d'O. Abreu
Inez P. Abreu

The Commonwealth of Massachusetts

Bristol, New Bedford, April 21, 1952

Then personally appeared the above named Francisco d'O. Abreu and Inez P. Abreu and acknowledged the foregoing instrument to be their free act and deed

before me

Joseph J. de Souza
Notary Public - Massachusetts

My commission expires February 20, 1953

received & recorded April 22 1952, at 9 hrs. & 35 min. A.M.

3132

1047-433

We, Antonio Santos and Maria Santos,

co-holders of a mortgage

from Antonio V. Rocha

to us

dated September 13, 1951

recorded with Bristol County Registry of Deeds

Book 1027, Page 240, acknowledge satisfaction of the same and of the promissory note secured thereby.

Witness OUR hands and seals this 22nd day of April 1952

Rose S. Espinola *Antonio Santos*
as Notary *Maria Santos*

The Commonwealth of Massachusetts

Bristol, New Bedford, April 22, 1952

Then personally appeared the above-named Antonio Santos and Maria Santos and acknowledged the foregoing instrument to be their free act and deed

before me

Rose S. Espinola
Rose S. Espinola, Notary Public - Massachusetts

My commission expires November 2, 1956

received & recorded April 22 1952, at 3 hrs. & 34 min. P.M.

1047 434

3135

We, Adelard A. Demers, Jr., and Laurence L. Demers, husband and wife,
of Fall River, Bristol, County, Massachusetts,
for consideration paid, grant to Edgar S. Beaulieu, residing at #50
Holden Street, Fall River, Massachusetts,

with

with warranty interests

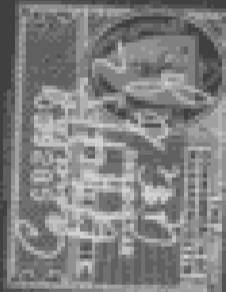
in land in Westport, in the County of Bristol, Commonwealth of Massachusetts,
bounded and described as follows:-

(Description and acreage, if any)

Beginning at a point on the southerly side of the G.A.R. Highway
leading from Fall River to New Bedford which point is about three
hundred thirty two (332) feet easterly from the southeasterly corner
of Sanford Road and said Highway; thence running in a southerly
direction and in a line parallel to and thirty (30) feet distant from
a wall on land now or formerly of Othniel T. Borden two hundred sixty
two and 12/100 (262.12) feet to a wall for a corner; thence running
in an easterly or northeasterly direction along a wall and land now
or formerly of said Othniel T. Borden two hundred seventy one and 80/100
(271.80) feet for a corner; thence running northerly along a wall and
other land of said Othniel T. Borden one hundred fifty three and 85/100
(153.85) feet to the G.A.R. Highway; thence running westerly along
the southerly side of said Highway two hundred forty eight and 94/100
(248.94) feet to the point of beginning, containing one (1) acre
forty seven (47) rods of land, more or less.

Meaning and hereby intending to convey the same premises
conveyed to us by Othniel T. Borden by deed dated November 23, 1948
recorded with the Bristol County Fall River District Registry of
Deeds book 954, pages 363-364.

This conveyance is made subject to taxes for the year
1952 which the grantee assumes and agrees to pay.

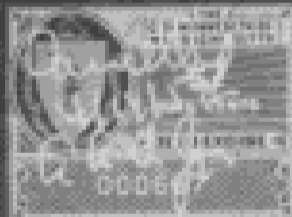


I, Adelard A. Demers, Jr., husband of Laurence
L. Demers, and I, Laurence L. Demers wife of
Adelard A. Demers, Jr.,

do hereby

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

Witness our hand and seal this 14th day of April, 1952



Adelard A. Demers, Jr.
Laurence L. Demers

The Commonwealth of Massachusetts

Bristol ss. Fall River, April 14, 1952

Then personally appeared the above named Adelard A. Demers, Jr., and Laurence
L. Demers

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

Arthur S. Beaulieu
ARTHUR S. BEAULIEU

Notary Public - Massachusetts
Nov. 19, 1954

Received & recorded April 23 1952, at 9 hrs & 47 min. Q M

3143

We, Edward W. Guilford and Bonita K. Guilford, husband and wife, of

Fairhaven, Bristol County and Commonwealth of Massachusetts
for consideration paid grant to the FAIRHAVEN INSTITUTION FOR SAVINGS, a corporation established by authority
of the Commonwealth of Massachusetts and doing business at Fairhaven in the County of Bristol in said Commonwealth, with mort-
gage contracts to secure the payment of

TWO THOUSAND (\$2,000.00) Dollars
XXXXXXXXXXXXXXXXXXXXXXX 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 Fairhaven, bounded and described as follows:

On the west by Main Street;

On the north by land now or formerly of the heirs of

Rufus Allen;

On the east by a fence separating this lot from land now
or formerly of the heirs of Weston Howland;

On the south by land now or formerly of George Hitch.

Being the same premises conveyed to us by deed of Bonita K.
Guilford dated August 7, 1950 and recorded in Bristol County S.D.
Registry of Deeds, book 997, page 207.

Discharge
3/17/58
1244-230

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE COPY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE COPY

BRISTOL COUNTY MASSACHUSETTS
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BRISTOL COUNTY MASSACHUSETTS
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BRISTOL COUNTY MASSACHUSETTS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTIVE COPY

WISCONSIN COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

WISCONSIN COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

1047 436

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 mortgagee shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

The mortgagee for the consideration aforesaid furthermore covenants with the mortgagee as follows:—
to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property heretofore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagee may retain a commission of one (1%) per centum of the purchase money by 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 mortgage therein, or on the debt hereby secured or on the interest hereunder received, whether as 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.

WISCONSIN COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

WISCONSIN COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

WISCONSIN COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

WISCONSIN COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

WISCONSIN COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

We, the said grantors, being husband and wife,

release to the mortgagee all rights of dower, curtesy, homestead and other interests in the ground referred to

WITNESS our hands and common seal this twenty-third day of April in the year one thousand nine hundred and fifty-two.

Signed, sealed and delivered in presence of

Margaret A. ...
by EWS

Edwin H. Guilford
Bonita H. Guilford

Byron J. Prescott
by B.K.S.

Commonwealth of Massachusetts

Noted, at

New Bedford, April 23rd 1952

Then personally appeared the above-named Bonita H. Guilford and acknowledged the foregoing instrument to be her free act and deed.

before me

Byron J. Prescott
Notary Public

My commission expires 10 June 1953

April 23

1952, at

10

o'clock and

8

minutes A.M.

ASTON COUNTY
REGISTER OF DEEDS
PREVENTED BY

ASTON COUNTY
REGISTER OF DEEDS
PREVENTED BY

ASTON COUNTY
REGISTER OF DEEDS
PREVENTED BY

ASTON COUNTY
REGISTER OF DEEDS
PREVENTED BY

ASTON COUNTY
REGISTER OF DEEDS
PREVENTED BY

ASTON COUNTY
REGISTER OF DEEDS
PREVENTED BY

ASTON COUNTY
REGISTER OF DEEDS
PREVENTED BY

1047 438

3150

I, Olga Perry, widow, 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
THIRTY EIGHT HUNDRED - - - - - (\$3,800.) - - - - 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 New Bedford,
bounded and described as follows:

BEGINNING at a point in the north line of Elm Street
distant westerly therein eighty-four and 7/10 (84.7) feet from its
intersection with the westerly line of Newton Street;

thence NORTHERLY in a line parallel with said Newton
Street forty-three and 8/100 (43.08) feet;

thence EASTERLY in a line parallel with said Elm Street
forty-three and 16/100 (43.16) feet;

thence SOUTHERLY in the line parallel with said Newton
Street forty-three (43) feet to a point in the said north line of
Elm Street;

thence WESTERLY therein forty-two and 92/100 (42.92) feet
to the place of beginning.

Containing six and 8/10 (6.8) square rods, more or less.

Being the same premises conveyed to me by deed of Morris P.
Fox dated August 6, 1946 and recorded in Bristol County S. D. Registry
of Deeds, Book 919, Page 160.

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

RECORDED
INDEXED
SERIALIZED

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

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 heretofore set forth, an amount equal to one-twelfth (1/12th) of the last annual tax bill covering the 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 further covenants with the mortgagee as follows:—
to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property heretofore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance, that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagor may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay to the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagee's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgages the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon;

ASTON COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

ASTON COUNTY (1047 439)
REGISTRY OF DEEDS
PREPARED ONLY

ASTON COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

ASTON COUNTY (1047 439)
REGISTRY OF DEEDS
PREPARED ONLY

ASTON COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

ASTON COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

ASTON COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

PLASTIC COURT
REGISTER OF DEEDS
PREPARED ONLY

PLASTIC COURT
REGISTER OF DEEDS
PREPARED ONLY

1047 440

Article in the description of books of deeds, books/restricted acts, deed records of the grantor/grantee.

WITNESS my hand and common seal this 23rd day of April in the year one thousand nine hundred and fifty-two.

Signed, sealed and delivered in presence of

Alfred H. Case

Olga Perry

Commonwealth of Massachusetts

Noted at New Bedford, April 23 1952. Then personally appeared the above-named Olga Perry and acknowledged the foregoing instrument to be her free act and deed, before me.

Alfred H. Case Notary Public.
My commission expires 7/18 1958

April 23 1952 at 11 o'clock and 21 minutes P.M.

PLASTIC COURT
REGISTER OF DEEDS
PREPARED ONLY

PLASTIC COURT
REGISTER OF DEEDS
PREPARED ONLY

PLASTIC COURT
REGISTER OF DEEDS
PREPARED ONLY

PLASTIC COURT
REGISTER OF DEEDS
PREPARED ONLY

Bristol County Registry of Deeds
PREVIEW ONLY

Bristol County Registry of Deeds
PREVIEW ONLY

3145

We, George Joseph Petitjean and Adrienne F. Petitjean, husband and wife,
of New Bedford, Bristol County and Commonwealth of Massachusetts,

for consideration paid grant to the NEW BEDFORD FIVE CENTS SAVINGS BANK, a corporation established by
authority of the Commonwealth of Massachusetts and doing business at New Bedford in the County of Bristol in said
Commonwealth, with mortgage covenants to secure the payment of

SIXTY EIGHT HUNDRED (\$6800.00) 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 last, with the buildings thereon situated in said New
Bedford, bounded and described as follows:

D2
4/26/62
1368-442

Said land is designated as lot numbered forty-four (44) on plan of
Grenier Terrace prepared in 1910 by Albert B. Drake, C.E., and filed
with Bristol County S.D. Registry of Deeds, in Book of Plans 8, Page 20.

BEGINNING at the northwest corner thereof at a point in the east line
of Belleville Avenue and distant southerly therein sixty-nine and 68/100
(69.68) feet from a stake in said east line of Belleville Avenue where
said east line turns to form an intersection with the west line of
Mill Road;

thence SOUTHEASTERLY in said east line of Belleville Avenue, forty
(40) feet to a stake;

thence EASTERLY in line of lot numbered forty-three (43) on said
plan, seventy-seven and 25/100 (77.25) feet to a drill hole in said west
line of Mill Road;

thence NORTHWESTERLY along said west line of Mill Road, forty-four
and 91/100 (44.91) feet to a drill hole; and

thence SOUTHWESTERLY in line of lot numbered forty-five (45) on
said plan, fifty-six and 82/100 (56.82) feet to the place of beginning.
Containing nine and 85/100 (9.85) square rods, more or less.

Being the same premises conveyed to us by deed of Robert A. Gifford,
of even date to be recorded herewith.

Bristol County Registry of Deeds
PREVIEW ONLY

Bristol County Registry of Deeds
PREVIEW ONLY

Bristol County Registry of Deeds
PREVIEW ONLY

Bristol County Registry of Deeds
PREVIEW ONLY

Bristol County Registry of Deeds
PREVIEW ONLY

ASTOL COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

ASTOL COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

1047 442

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 heretofore set forth, an amount equal to one-twelfth (1/12th) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall become due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory conditions; the amount to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year, and upon the further condition that the mortgagor shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

Failure to comply with the conditions under which this mortgage is written or failure to pay any of said installments when the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

The mortgagor for the consideration aforesaid furthermore covenants with the mortgagee as follows:—
to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property heretofore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the entire premium thereon instead of transferring them to the

ASTOL COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

ASTOL COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

ASTOL COUNTY
REGISTRY OF DEEDS
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ASTOL COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

ASTOL COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

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 mortgagor in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagee may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagee's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgages the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon.

We, the said grantors, being husband and wife,

release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 23rd day of April in the year one thousand nine hundred and fifty-two.

Signed, sealed and delivered in presence of

Robert Cave Gull

*George Joseph Petitjean
A. Armand F. Petitjean*

Commonwealth of Massachusetts

Witnessed at New Bedford, April 23 1952. Then personally appeared the above-named George Joseph Petitjean and acknowledged the foregoing instrument to be his free act and deed, before me—

Robert Cave Notary Public
by commission expires 7/18 1958

April 23, 1952, at 10 o'clock and 02 minutes A.M.

ASTON COUNTY
REGISTRY OF DEEDS
PREVENT

ASTON COUNTY
REGISTRY OF DEEDS
PREVENT

ASTON COUNTY
REGISTRY OF DEEDS
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ASTON COUNTY
REGISTRY OF DEEDS
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ASTON COUNTY
REGISTRY OF DEEDS
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ASTON COUNTY
REGISTRY OF DEEDS
PREVENT

ASTON COUNTY
REGISTRY OF DEEDS
PREVENT

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 hereinafter referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagor may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee therein, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagor's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgagee the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon.

ASTON COUNTY
REGISTRY OF DEEDS
PREVENTED

ASTON COUNTY
REGISTRY OF DEEDS
PREVENTED

ASTON COUNTY
REGISTRY OF DEEDS
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ASTON COUNTY
REGISTRY OF DEEDS
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ASTON COUNTY
REGISTRY OF DEEDS
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ASTON COUNTY
REGISTRY OF DEEDS
PREVENTED

ASTON COUNTY
REGISTRY OF DEEDS
PREVENTED

ASTOR COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

ASTOR COUNTY (1852)
REGISTRY OF DEEDS
PREPARED ONLY

1047 446

We, the said grantors, being husband and wife,

release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 23rd day of April in the year one thousand nine hundred and fifty-two.

Signed, sealed and delivered
in presence of

Alfred Cave
gall

Benjamin Prince
Rose Prince

Commonwealth of Massachusetts

Printed at New Bedford, April 23 1952

Then personally appeared the above-named Benjamin Prince
and acknowledged the foregoing instrument to be his free act and deed.

before me

Alfred Robert Cave
Notary Public

My commission expires

7/18-58

April 23 1952 at 2 o'clock and 25 minutes P.M.

ASTOR COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

ASTOR COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

ASTOR COUNTY (1852)
REGISTRY OF DEEDS
PREPARED ONLY

RECORDED AT NEW BEDFORD
APR 23 1952
BY ALFRED R. CAVE

ASTOR COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

3156

1047 447



THE COMMONWEALTH OF MASSACHUSETTS
LAND COURT

This is to certify that the proceedings upon the petition of Samuel Pollitt and
Mary Pollitt

numbered 23268 a memorandum of which was recorded in the Registry
of Deeds for the County of Bristol (South) on the
29th day of October 1951 in Book 1032 Page 359
have been closed by entry of a decree in favor of petitioners

that the title to the land described in said decree be registered and confirmed in said petitioners

under the provisions of Chapter 185 of the General Laws.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said Court, this
twenty-first day of April in the year nineteen hundred and fifty-two

John W. Blinn
Recorder

Sealed & recorded April 23 1952, at 11 hrs. & 53 min. A.M.

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
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BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

1047 448 3136

I, Edgar W. Bonneau
of Fall River
being married, for consideration paid, grant to Adelard A. Demers, Jr., and Laurence L. Demers, husband and wife, jointly and to the survivor,

of said Fall River

with mortgage covenants, to secure the payment of
Two thousand and 00/100-----(\$2000.00)---Dollars

IN WITNESS WHEREOF I have hereunto set my hand and seal, at Westport, in the County of Bristol, Commonwealth of Massachusetts, this 14th day of April, 1952.

bounded and described as follows:-

Beginning at a point on the southerly side of the GAR Highway leading from Fall River to New Bedford which point is about three hundred thirty two (332) feet easterly from the southeasterly corner of Sanford Road and said Highway; thence running in a southerly direction and in a line parallel to and thirty (30) feet distant from a wall on land now or formerly of Othniel T. Borden two hundred sixty two and 12/100 (262.12) feet to a wall for a corner; thence running in an easterly or northeasterly direction along a wall and land now or formerly of said Othniel T. Borden two hundred seventy one and 80/100 (271.80) feet for a corner; thence running northerly along a wall and other land of said Othniel T. Borden one hundred fifty three and 85/100 (153.85) feet to the G.A.R. Highway; thence running westerly along the southerly side of said Highway two hundred forty eight and 94/100 (248.94) feet to the point of beginning, containing one (1) acre forty seven (47) rods of land, more or less.

Being the same premises conveyed to me by Adelard A. Demers, Jr., et ux by deed 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, Anita B. Bonneau ^{testament} of said mortgagor
wife

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

Witness our hand and seal this 14th day of April 1952

Arthur E. Beaulieu
By L.A.B.

Edgar W. Bonneau
Anita B. Bonneau

The Commonwealth of Massachusetts

Bristol ss. Fall River, April 14, 1952

Then personally appeared the above named Edgar W. Bonneau

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

before me,

Arthur E. Beaulieu

Notary Public - ~~testament~~

My commission expires November 19 1954

Received & recorded April 23 1953, at 8 hrs. & 47 min. A.M.

3137

KNOW ALL MEN BY THESE PRESENTS, that We, Sarah W. Brady (widow) and Fannie Abshaus

of New Bedford Bristol County, Massachusetts,

being married, for consideration paid, grant to Jordan T. Rezendes and Leopoldina Rezendes, husband and wife, as joint tenants but not as tenants

by the entirety, both

of said New Bedford

with warranty

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

(Description and measurement, if any)

Beginning at the Northwest corner of the premises at the point of intersection of the South line of Metropolitan Avenue with the East line of Commonwealth Avenue; thence running Easterly in said line of Metropolitan Avenue Ninety-nine and 38/100 (99.38) Feet; thence turning and running Southerly One hundred twenty-eight and 50/100 (128.50) Feet to the North line of Lexington Avenue; thence turning and running Westerly One hundred and 99/100 (100.99) Feet to the said East line of Commonwealth Avenue and thence turning and running Northerly in said line of Commonwealth Avenue One hundred thirty and 36/100 (130.36) Feet to the said South line of Metropolitan Avenue and point of beginning.

Containing Forty-seven and 55/100 (47.55) square rods, more or less, and being Lots #624, 625 and 630 on "Amended Plan of that part of Buttonwood Heights located within the limits of the City of New Bedford" dated February 15, 1926 made by Frank H. Metcalf, C.E., and recorded with Bristol County (S.D.) Registry of Deeds Plan Book 32, Page 29.

Bounded on the North by Metropolitan Avenue; on the East by Lots #626 and 627; on the South by Lexington Avenue and on the West by Commonwealth Avenue, all as shown on said plan.

Being the same premises conveyed to us by deed dated June 20, 1946, and duly recorded in Bristol County (S.D.) Registry of Deeds, Book 916, Page 116.

Said premises are conveyed subject to the tax assessed by the City of New Bedford for the year 1952 which taxes the grantee of this deed assume and agree to pay.

BOSTON COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

BOSTON COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

of 14 June
1952
149-780

Substantive
Tax Exp.
1-10-85
1912-446

BOSTON COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

BOSTON COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

BOSTON COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

BOSTON COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

BOSTON COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIEW ONLY

1047 450

The above described premises are conveyed with all the restrictions of record as set out in a deed from the Bristol Realty Company to Jonathan Jones, et al., dated October 1905 and recorded in said Registry, Book 622, Page 353.

I, Sam Absolon, husband of said grantor,

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

Witness our hand and seal this 22nd day of April 1952

Sarah Braud
Fannie Absolon
Sam Absolon



The Commonwealth of Massachusetts

Bristol ss. New Bedford, April 22, 1952

Then personally appeared the above named Fannie Absolon

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

Alfred [Signature]
Alfred [Name] Notary Public - State of Mass.
My commission expires 20th [Month] 1953

Recorded & recorded April 23 1952, at 8 hrs & 57 min. A.M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIEW ONLY

We, Albert E. Langlois and Blanche Langlois, husband and wife,

of New Bedford ^{Bristol} ~~Massachusetts~~ for consideration paid, grant to Clinton Allen,

residing at 3 Tisbury Street,
New Bedford, Massachusetts,

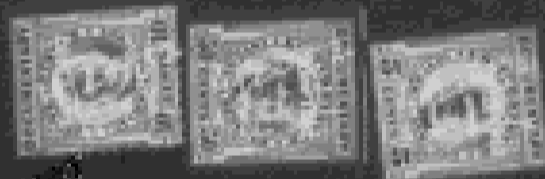
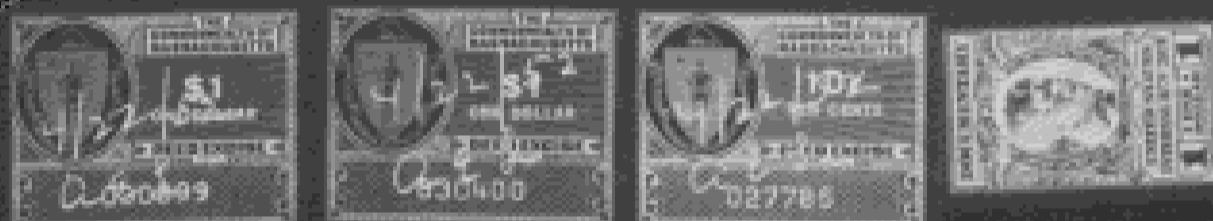
with covenants

the land in said New Bedford, being lots numbered 26, 27 and 28 on plan hereinafter mentioned and more particularly bounded and described as follows:

Beginning at a point in the south line of Dawson Street, which is the northwest corner of Lot #28 on plan of Dawson Farm dated August 11, 1922 and filed with Bristol County S. D. Registry of Deeds in plan book 25, page 33; thence easterly 120 feet to the northeast corner of Lot #26 on said plan; thence southerly in line of Lot #25 on said plan 80 feet; thence westerly in line of lots numbered 27, 26 and 35 on said plan 120 feet; thence northerly in line of Lot #29 on said plan 80 feet to the point of beginning. Containing 35.25 square rods, more or less.

Being the same premises conveyed to us by deed of Joseph A. Levesque, et ux, dated May 27, 1950 and recorded with Bristol County S. D. Registry of Deeds, Book 966, Page 232.

Said premises are conveyed subject to the taxes for the year 1952.



We, the grantors, being husband and wife,

~~with covenants~~

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

Witness our hands and seals this TWENTY-second day of April, 1952

John P. Seaman
attorney to both

Albert E. Langlois
Blanche Langlois

The Commonwealth of Massachusetts

Bristol ss. New Bedford April 22, 1952

Then personally appeared the above named Albert E. Langlois and Blanche Langlois

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

John P. Seaman
My Commission expires

July 11, 1952

Received & recorded April 23 1952, at 9 hrs. 428 min. A. M.

1047 452

3144

I, Robert A. Gifford,

of New Bedford Bristol County, Massachusetts,

for consideration paid, grant to George Joseph Petitjean and Adrienne F. Petitjean, (husband and wife), both of said New Bedford, as joint tenants and not as tenants by the entirety,

with warranty covenants

the land in said New Bedford with all buildings thereon, which land is designated as lot numbered forty-four (44) on plan of Grenier Terrace prepared in 1910 by Albert B. Drake, C.E., and filed with Bristol County (S.D.) Registry of Deeds, in Book of Plans 8, Page 20. This lot is more particularly bounded and described as follows, to wit:-

Beginning at the northwest corner thereof at a point in the east line of Belleville Avenue and distant southerly therein sixty-nine and 68/100 (69.68) feet from a stake in said east line of Belleville Avenue where said east line turns to form an intersection with the west line of Mill Road; thence southeasterly in said east line of Belleville Avenue, forty (40) feet to a stake; thence easterly in line of lot numbered forty-three (43) on said plan, seventy-seven and 25/100 (77.25) feet to a drill hole in said west line of Mill Road; thence northwesterly along said west line of Mill Road, forty-four and 91/100 (44.91) feet to a drill hole; and thence southwesterly in line of lot numbered forty-five (45) on said plan, fifty-six and 82/100 (56.82) feet to the place of beginning. Containing nine and 85/100 (9.85) square rods, more or less.

Being the same premises conveyed to me by deed from Henry E. Reed, dated June 1, 1939 and recorded in said Registry of Deeds, Book 817, Page 462.

Taxes for year 1952 are to be pro-rated between the grantor and grantees.

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVENT ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVENT ONLY

1047 453

I, Edith C. P. Gifford,

Wife of said grantor,

by Robert A. Gifford guardian by virtue of a license of the Probate Court release to said grantor all rights of ~~joint tenancy~~ ^{common} and other interests therein dated April 15, 1952

Witness our hand and seal this 23rd day of April 1952.

Robt A Gifford
Edith C P Gifford
By Robert A Gifford
the guardian



The Commonwealth of Massachusetts

Bristol ss New Bedford, Mass., April 23rd. 1952.

Then personally appeared the above named

Robert A. Gifford,

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

Edward E. Clarke

Notary Public

My commission expires January 29, 1954

Received & recorded April 23 1952, at 10 hrs & 21 min A.M.

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVENT ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVENT ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVENT ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVENT ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS PREVENT ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIEW ONLY

1047 454

3148

We, EDWARD G. CROSS and VIRGINIA H. CROSS, husband and wife, both of Fairhaven Bristol County, Massachusetts for consideration paid, grant to

CHARLES J. LAWTON and MARY S. LAWTON, husband and wife, as JOINT TENANTS and not as tenants by the entirety both of said Fairhaven

with warranty remains the land in said Fairhaven with the buildings thereon, bounded and described as follows:

Beginning at the Northwest corner of said lot at a point in the East line of Pleasant Street distant 41.80 feet south of the south line of Centre Street; thence

Easterly very near at right angles with said East line of said Pleasant Street 89 feet to a point in land now or formerly of Charles C. Tilton distant 42.10 feet South of the South line of Centre Street; thence

Southerly very near at right angles with the last named course, 40 feet in line of land now or formerly of Charles C. Tilton to a point in the North line of land now or formerly of Truman A. Galley, distant 89 feet East of the East line of Pleasant Street; thence

Westerly in said North line of said Galley's land 89 feet to a point in the East line of Pleasant Street; thence

Northerly in said East line of Pleasant Street 40 feet to the place of beginning;

Containing 13.076 square rods, more or less.

Meaning and intending to convey and hereby conveying all and the same premises conveyed to us by deed of Lester F. Pease et ux dated July 31, 1946, recorded with Bristol County (S. D.) Registry of Deeds in Book 902, Pages 354-5.

Subject to the taxes for 1952 which the grantee assumes and agrees to pay.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIEW ONLY

1047 454

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENT ONLY



We, the aforesaid _____ should grantor & release to said grantee & all rights of curtesy, dower, homestead and other interests therein.

Witness our hand & seal on this 23rd day of April, 1952

Signed and sealed in presence of

Edwin Livingstone Jr } *Edward G. Cross*
to both } *Virginia H. Cross*

Commonwealth of Massachusetts.

Bristol ss. New Bedford, April 23, 1952

Then personally appeared the above named Edward G. Cross and acknowledged the foregoing instrument to be his free act and deed, before me

Edwin Livingstone Jr
 Notary Public
 Commission expires Oct. 26, 1956

April 23 1952 at 11 o'clock and 5 minutes A. M.

Recorded and recorded with the Bristol County, (S. D.) Registry of Deeds

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENT ONLY

1047 456

3153

I, Allen Sherman of New Bedford, Bristol County, Massachusetts

EXECUTOR of the WILL of - ADMINISTRATOR of the ESTATE of - TRUSTEE -
GUARDIAN of - CONSERVATOR of - RECEIVER of the ESTATE of - COMMISSIONER

Walter O. Smith late of Dartmouth in said Bristol County
by power conferred by Said Will

and every other power,
for Twenty-four (24) - - - - - Dollars
paid, grant to Yvonne L. Smith of said Dartmouth
the land in said Dartmouth bounded and described as follows:

Easterly by Middlesex Avenue twenty (20) feet;
Southerly by Lot 206 on a plan hereinafter mentioned about eighty-four
and 92/100 (84.92) feet;
Westerly by Lot 103 on said plan twenty (20) feet;
Northerly by Lot 208 on said plan eighty-four and 76/100 (84.76) feet.
Being lot 207 on a plan of Kempton Park dated June 1910, G. A.
Thayer, engineer, filed in Bristol County S. D. Registry of Deeds, plan
book 11, page 19.

For title see deed to Walter O. Smith from the Town of Dartmouth
dated March 6, 1944 recorded in said registry book 880, page 308.

Witness my hand and seal this 23rd day of April 1952.

Allen Sherman

The Commonwealth of Massachusetts

Bristol ss. April 23 1952.

Then personally appeared the above named Allen Sherman, executor as aforesaid
and acknowledged the foregoing instrument to be his free act and deed, before me

Ethel L. Jennings
Notary Public - Massachusetts

My commission expires June 27 1952.

Received & recorded April 23 1952, at 11 hrs. & 19 min. A.M.

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

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BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

1047

3154

1047

1104-430

I, MABEL COSTA, married
of New Bedford, Bristol County, Massachusetts
~~XXXX~~ married, for consideration paid, grant to SCARPITTI INVESTMENT CORPORATION
of said New Bedford, Massachusetts
with mortgage interests, to secure the payment of
FIVE HUNDRED AND FIFTY AND 00/100 (\$550.00 Dollars

~~XXXXXXXXXXXXXXXXXXXX~~ payable
as provided in ~~MY~~ note of even date,
the land in said New Bedford, with buildings thereon, bounded and described
(Description and circumstances, if any)
as follows;

Beginning at the northerly point of this lot at a point in
the southwesterly line of Swift Street forty and 4/10 (40.04) feet
southeasterly from the easterly point of land now or formerly of
William H. Reynard; thence southeasterly in the said southwesterly line
of Swift Street forty and 4/10 (40.04) feet to land now or formerly of
Thomas S. Tripp; thence southwesterly in said Tripp line sixty-three
(63) feet to land now or formerly of John Brierly; thence northwesterly
by said land formerly of John Brierly forty and 4/10 (40.04) feet to
a point from said Reynard land; thence northwesterly in a straight line
sixty-three (63) feet to said southwesterly line of Swift Street and
place of beginning.

Containing nine and 35/100 (9.35) square rods more or less.

Being the same premises conveyed to me by deed dated July
22, 1940 and recorded in Bristol County (SD) Registry of Deeds Book
830, Pages 254, 255.

This mortgage is upon the statutory condition,

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

I, Manuel Costa Jr. ~~XXXX~~ husband of said mortgagee

release to the mortgagee all rights of ~~XXXXXXXXXXXXXXXXXXXX~~ and other interests in the mortgaged premises,
dower and homestead

Witness ~~OUR~~ hand^s and seal ~~this~~ 23rd day of April 1952



Mabel Costa
Manuel Costa Jr.

The Commonwealth of Massachusetts

Bristol ss. April 23, 1952

Then personally appeared the above named Mabel Costa and Manuel Costa Jr.

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

Joseph C. Mallipf
Notary Public - ~~XXXX~~

My commission expires February 26, 1958

Received & recorded April 23 1952, at 11 hrs & 52 min. A.M.

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

1047 458

3155

WE, JAMES E. BURNS AND ELEANORE W. BURNS

of Fairhaven

Bristol

County, Massachusetts

have granted, for consideration paid, grant to SCARPIYI INVESTMENT CORPORATION

of New Bedford, Massachusetts

with mortgage contracts, to secure the payment of

ONE THOUSAND AND FIVE HUNDRED AND 00/100 (\$1,500.00) Dollars

THE

WHEREAS

WHEREAS

payable

as provided in a note of even date,

the land in Fairhaven, Bristol County, with buildings thereon, bounded and

(Description and encumbrances, if any)

described as follows:

FIRST PARCEL Beginning at the point of intersection of the north line of Buist Street, formerly Maple Ave. or Maple Street with the west line of Sconticut Neck Road; thence northerly in said west line of Sconticut Neck Road forty-five and 92/100 (45.92) feet to land now or formerly of John A. Desisle; thence northwesterly in line of last named land one hundred and fourteen and 50/100 (114.50) feet to the second parcel hereinafter described; thence westerly in line of last named land one hundred six and 00/100 (106) feet to land now or formerly of Carl S. Harty et ux; thence southerly in line of last named land eighty (80) feet to the north line of Buist Avenue; thence easterly in said north line of Buist Avenue two hundred fifteen (215) feet to the point of beginning.

Being lots no. 83 and to no 85 inclusive and part of lot #61 as shown in a plan of Riverside filed in Bristol County (SD) Registry of Deeds Plan Book 25, Page 71.

Containing fifty-six and 41/100 (56.41) rods more or less.

Said premises are subject to an easement given to Carl S. Harty et ux as described in a deed to them dated June 22, 1945 in said registry book 899, page 90.

SECOND PARCEL Beginning at the northwest corner of the parcel above described and continuing in a line northerly thirty-seven and 6/10 (37.06) feet to land now or formerly of John A. Desisle; thence southeasterly one hundred nine and 34/100 feet to a point for a corner and thence westerly in a line of parallel one above described one hundred-six (106) feet to the point of beginning.

Said parcel being a triangular piece of land north of the above mentioned first parcel as shown on a plan of "Property of George Auger" filed in said registry plan book 19, page 66.

Containing seven and 39/100 (7.39) rods more or less.

Being the same premises conveyed to us by deed of Dean M. Russell et ux, dated October 16, 1950 and recorded in Bristol County (SD) Registry of Deeds book 1001, page 365-6.

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED
103
25/09/52

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
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PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

1047

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

This mortgage is upon the statutory condition,

1047 459

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

We, the above mentioned grantors being and husband
and wife

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

Witness our hand and seal this 23rd day of April 1952

Eleanor W. Burns
James E. Burns

The Commonwealth of Massachusetts

Bristol ss. April 23, 1952 19

Then personally appeared the above named James E. Burns and Eleanor W. Burns

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



Jose C. Salgado Jr.
Notary Public

My Commission expires February 28, 1958

Received & recorded April 23 1952, at 11 hrs. & 53 min. A. M.

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

1047 460

3157

The Bristol Acceptance Trust, Inc., a Massachusetts Corporation, having a usual place of business in New Bedford, in the County of Bristol, State of Massachusetts, do hereby certify that the following instrument was duly recorded with Bristol County (S.D.) Registry of Deeds, Book 1004, Page 403, for consideration paid, release to said Frank Langiano and Annie Langiano, husband and wife, as joint tenants and not as tenants by the entirety,

all interest acquired under said mortgage in the following described portions of the mortgaged premises situated in Fairhaven:
 Beginning at a point in the west line of Elizabeth Street distant southerly therein 200.88 feet from the south line of Washington Street as now widened and accepted; thence westerly in line of land of Charles Legros 87.43 feet to land now or formerly of Temple F. Corson; thence northerly in line of last named land 10 feet to other land of the grantees herein; thence easterly in line of last mentioned land 87.31 feet to said west line of Elizabeth Street; thence southerly therein 10 feet to the point of beginning.

In witness whereof the said Bristol Acceptance Trust, Inc. has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Lillian S. Vieira its Ass't Treasurer this twenty-second day of April A. D. 1952

Joseph L. de Freitas

Bristol Acceptance Trust, Inc.

by *Lillian S. Vieira*



The Commonwealth of Massachusetts

Bristol New Bedford, April 22, 19 52

Then personally appeared the above named Lillian S. Vieira and acknowledged the foregoing instrument to be the free act and deed of the Bristol Acceptance Trust, Inc.

before me

Joseph L. de Freitas
Notary Public - State of Mass.

My commission expires February 20, 53

Filed & recorded April 23 1952, at 12:52 & 7 min. P. M.

3160

GRANT OF EASEMENT

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Bristol

Mass. Line List 2-1-277

KNOW ALL MEN BY THESE PRESENTS: that the undersigned

Joseph Vincent and Lena Vincent, husband and wife

(hereinafter called Grantor, whether one or more), for and in consideration of the sum of

Forty-four and 00/100 Dollars (\$44.00) paid by ALGONQUIN GAS

TRANSMISSION COMPANY, a Delaware corporation, Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant and convey with QUITCLAIM COVENANTS unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated a permanent right of way and easement for the purpose of laying, constructing, maintaining, operating, altering, replacing, repairing, and removing a pipeline or pipelines with valves, tie-overs, and other appurtenant facilities, all of which shall be and remain the property of Grantee, for the transmission of natural gas and all by-products thereof or any liquids, gases, or substances which can be transported through a pipeline;

over, under, across, and upon the following described land situated in the Town

Dartmouth, County of Bristol, Commonwealth of

Massachusetts, to wit: A certain tract or parcel of land situated in the Town of Dartmouth, Bristol County, more particularly described as Parcel 2 of three parcels, conveyed by Quiteria Rocha Miranda, Administrator of the Estate of Jose Rocha, a.k.a. John Rogers, to Joseph Vincent et ux by Administrator Deed dated April 21, 1947, found of record in Deed Book 927, page 180 and recorded in the Registry of Deeds for Bristol County.

It being the intent of this instrument to convey to the Grantee a Right of Way over and across Grantors lands whether same is herein correctly described or not.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but not limited to, the right to remove and to clear all rocks, trees, brush, limbs, structures, and other obstructions, which might interfere with the right of way, and the free and full right of ingress and egress over and across said lands and other adjacent lands of the Grantor to and from said right of way and easement.

Any pipe shall be buried to such depth that it will not interfere with the ordinary cultivation of said land.

Grantee, by the acceptance hereof, shall be liable for physical damage which it causes by laying, repairing, maintaining, operating, or removing said pipeline or pipelines, to growing crops, timber, buildings and structures on Grantor's land. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns; the third by the two disinterested persons aforesaid; and the award of such three persons or any two of such three persons shall be final and conclusive.

The rights, title and privileges herein granted may be sold, leased, assigned, pledged, and mortgaged in whole or in part, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

In the event Grantee lays more than one pipeline, Grantee shall pay to the then owner of the lands subjected to this easement the same consideration as that first stated above for each additional pipeline so laid upon said right of way.

Grantor understands and agrees that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

I, (we) Joseph Vincent and Lena Vincent, husband and wife of said Grantor, release to said Grantee all rights of tenancy by the curtesy and other interests therein, so far as may be necessary to give full force and effect to the preceding grant.

IN WITNESS WHEREOF Grantor has hereunto set their hand and seal this

11th day of March, A. D. 1952

Joseph Vincent
L. S.

Joseph Vincent
Lena Vincent
L. S.

ATTEST:

Secretary By

In consideration of \$1.00 and other considerations, I, the undersigned, hereby join in the execution of the above and foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Dated this day of A. D. 1952

Tenant L. S.

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY
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REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

1047 462

INDIVIDUAL

COMMONWEALTH OF MASSACHUSETTS

Bristol,

ss.

Then personally appeared the above named

Joseph Vincent and Lena Vincent, husband and wife,

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

Richard D. Leary
Notary Public

My Commission expires *March 30, 1957*

Received & recorded *April 23 1952, at 12 hrs. & 12 min. P. M.*

3158

We, Frank Langiano and Annie Langiano, husband and wife,

of Fairhaven Bristol County, Massachusetts,
being ~~married~~, for consideration paid, grant to Charles Legros, of 10 Elizabeth Street,
Fairhaven,

with warranty covenants

the land in said Fairhaven, bounded and described as follows:

(Description and encumbrances, if any)

Beginning at a point in the west line of Elizabeth Street distant southerly therein 200.88 feet from the south line of Washington Street as now widened and accepted; thence westerly in line of land of said grantee 87.43 feet to land now or formerly of Temple F. Corson; thence northerly in line of last named land 10 feet to other land of the grantors herein; thence easterly in line of last named land 87.31 feet to said west line of Elizabeth Street; and thence southerly therein 10 feet to the point of beginning.

Being part of the same premises conveyed to us by Joseph Victorine by deed dated December 13, 1947, recorded in Bristol County (S.D.) Registry of Deeds, book 940, pages 345-6.

Witness of said grantor,
wife

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

Witness our hands and seals this *twenty-second* day of *April* 1952

Frank Langiano
Annie Langiano

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, April 22, 1952

Then personally appeared the above named Frank Langiano and Annie Langiano

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

Joseph B. de Freitas
Notary Public - Justice of the Peace

My Commission expires February 20, 1953.

Received & recorded *April 23 1952, at 12 hrs. & 7 min. P. M.*

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

STONINGTON COUNTY
REGISTER OF DEEDS
PREVIEW ONLY

STONINGTON COUNTY
REGISTER OF DEEDS
PREVIEW ONLY

1047 464

INDIVIDUAL

COMMONWEALTH OF MASSACHUSETTS

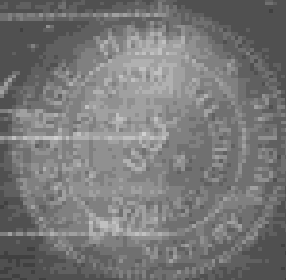
Notfall SE *Milton Massachusetts* 1952

Then personally appeared the above-named *Mary A. Hawley*

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

George Hart
Notary Public

My Commission expires *Jan 21*



Received and recorded April 23, 1952 at 12 hrs. and 13 min. P.M.

INDIVIDUAL

COMMONWEALTH OF MASSACHUSETTS

Beitel SE *City of New River April 4, 1952*

Then personally appeared the above-named *Thos. C. Cross*

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

Marcel A. D. D...
Notary Public

My Commission expires *Sept 11, 1952*

Received and recorded April 23, 1952 at 12 hrs. and 13 min. P.M.

STONINGTON COUNTY
REGISTER OF DEEDS
PREVIEW ONLY

STONINGTON COUNTY
REGISTER OF DEEDS
PREVIEW ONLY

STONINGTON COUNTY
REGISTER OF DEEDS
PREVIEW ONLY

STONINGTON COUNTY
REGISTER OF DEEDS
PREVIEW ONLY

STONINGTON COUNTY
REGISTER OF DEEDS
PREVIEW ONLY

3162

GRANT OF EASEMENT

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Bristol

Mass. Line List G1-302

KNOW ALL MEN BY THESE PRESENTS: that the undersigned James Julian Cross, Heir
of James W. Cross, of Utica, State of New York

(hereinafter called Grantor, whether one or more), for and in consideration of the sum of Forty and 00/100 Dollars (\$40.00) paid by ALGONQUIN GAS TRANSMISSION COMPANY, a Delaware corporation, Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant and convey with QUITCLAIM COVENANTS unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated a permanent right of way and easement for the purpose of laying, constructing, maintaining, operating, altering, replacing, repairing, and removing a pipeline or pipelines with valves, tie-overs, and other appurtenant facilities, all of which shall be and remain the property of Grantee, for the transmission of natural gas and all by-products thereof or any liquids, gases, or substances which can be transported through a pipeline; over, under, across, and upon the following described land situated in the Town of Westport County of Bristol Commonwealth of Massachusetts, to wit: A certain tract or parcel of land situated in the Town of Westport, Bristol County, conveyed by John H. Gornley to James W. Cross by deed dated November 14, 1907 and recorded with Bristol County Registry of Deeds in Book 278, page 578.

It being the intent of this instrument to convey to the Grantee a right of way over and across the Grantor's lands, whether same is herein correctly described or not.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but not limited to, the right to remove and to clear all rocks, trees, brush, limbs, structures, and other obstructions, which might interfere with the right of way, and the free and full right of ingress and egress over and across said lands and other adjacent lands of the Grantor to and from said right of way and easement.

Any pipe shall be buried to such depth that it will not interfere with the ordinary cultivation of said land.

Grantee, by the acceptance hereof, shall be liable for physical damage which it causes by laying, repairing, maintaining, operating, or removing said pipeline or pipelines, to growing crops, timber, buildings and structures on Grantor's land. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns; the third by the two disinterested persons aforesaid; and the award of such three persons or any two of such three persons shall be final and conclusive.

The rights, title and privileges herein granted may be sold, leased, assigned, pledged, and mortgaged in whole or in part, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

In the event Grantee lays more than one pipeline, Grantee shall pay to the then owner of the lands subjected to this easement the same consideration as that first stated above for each additional pipeline so laid upon said right of way.

Grantor understands and agrees that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

I, (we) _____ husband
of said Grantor, release to said Grantee all rights of ^{tenancy by the curtesy} _{ower} and other interests therein, so far as may be necessary to give full force and effect to the preceding grant.

IN WITNESS WHEREOF Grantor has hereunto set his hand and _____ seal this

1st day of April, A. D., 1962
James Julian Cross L. S. _____ L. S.

L. S. _____ L. S.

ATTEST: _____
Secretary By _____

In consideration of \$1.00 and other considerations, I, the undersigned, hereby join in the execution of the above and foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Dated this _____ day of _____, A. D., 1962.

Tenant L. S. _____ L. S.

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
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BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

WESTCHESTER COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

INDIVIDUAL

COMMONWEALTH OF MASSACHUSETTS
STATE OF NEW YORK

ss. April 11 1952
Then personally appeared the above-named Jean Juliana Brown

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

John H. Conway
Notary Public, Westchester County, N.Y.
My Commission expires 3-30-1954

Received & recorded April 23 1952, at 12 hrs & 14 min. P.M.

3151

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

to The Fairhaven Institution for Savings, dated January 20, 1950

recorded with Westchester County N.Y. Registry of Deeds
Book 961 Page 60-1 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 23rd day of April 1952

FAIRHAVEN INSTITUTION FOR SAVINGS

by Orrin B. Carpenter Treasurer

Commonwealth of Massachusetts

Town, ss. Fairhaven, Mass. April 23 1952

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
Thomas E. Tenderwood Notary Public

My commission expires Sept. 27, 1957

Received & recorded April 23 1952, at 11 hrs & 21 min. A.M.

WESTCHESTER COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

WESTCHESTER COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

WESTCHESTER COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

WESTCHESTER COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

GRANT OF EASEMENT

Line List Massachusetts G-1-302-A
G-1-302-B
G-1-302-C
G-1-302-D
G-1-303

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Bristol

KNOW ALL MEN BY THESE PRESENTS: that the undersigned Edgar W. Bonneau of
Fall River, Bristol County, Commonwealth of Massachusetts, being
single Married

(hereinafter called Grantor, whether one or more), for and in consideration of the sum of Sixty-eight and
00/100 (\$68.00) paid by ALGONQUIN GAS

TRANSMISSION COMPANY, a Delaware corporation, Grantee, the receipt and sufficiency of which is hereby acknowl-
edged, does hereby give, grant and convey with QUITCLAIM COVENANTS unto Grantee, its successors and assigns,
subject to the limitations and reservations herein stated a permanent right of way and easement for the purpose of laying,
constructing, maintaining, operating, altering, replacing, repairing, and removing a pipeline or pipelines with valves,
tie-overs, and other appurtenant facilities, all of which shall be and remain the property of Grantee, for the transmission of
natural gas and all by-products thereof or any liquids, gases, or substances which can be transported through a pipeline;

over, under, across, and upon the following described land situated in the Westport Town
Westport County of Bristol Commonwealth of

Massachusetts, to wit: Certain tracts or parcels of land situated in the Town
of Westport, Bristol County, conveyed by Regina T. Murphy to Edgar W.
Bonneau by Quit Claim Deed dated August 18, 1949 found of record in
Deed Book 976 Page 149 and recorded in the Registry of Deeds for Bristol
County.

It being the intent of this instrument to convey to the Grantee a Right
of Way over and across Grantors lands whether same is herein correctly
described or not.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights
herein granted, including but not limited to, the right to remove and to clear all rocks, trees, brush, stumps, structures,
and other obstructions, which might interfere with the right of way, and the free and full right of ingress and egress
over and across said lands and other adjacent lands of the Grantor to and from said right of way and easement.

Any pipe shall be buried to such depth that it will not interfere with the ordinary cultivation of said land.

Grantee, by the acceptance hereof, shall be liable for physical damage which it causes by laying, repairing, maintaining,
operating, or removing said pipeline or pipelines, to growing crops, timber, buildings and structures on Grantor's land. Said
damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons; one to be
appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns; the
third by the two disinterested persons aforesaid; and the award of such three persons or any two of such three persons
shall be final and conclusive.

The rights, title and privileges herein granted may be sold, leased, assigned, pledged, and mortgaged in whole or in
part, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, adminis-
trators, successors, assigns and legal representatives.

In the event Grantee lays more than one pipeline, Grantee shall pay to the then owner of the lands subjected to this
easement the same consideration as that first stated above for each additional pipeline so laid upon said right of way.

Grantor understands and agrees that the person securing this grant is without authority from Grantee to make any
agreement in respect of the subject matter hereof not herein expressed.

I, (we) Edgar W. Bonneau husband
with
of said Grantor, release to said Grantee all rights of tenancy by the entirety and other interests therein, so far as may be
necessary to give full force and effect to the preceding grant.

IN WITNESS WHEREOF Grantor has hereunto set their hand and seal this
9th day of April A. D. 1952.

Christie E. Pula L. S. Edgar W. Bonneau L. S.
L. S. Edgar W. Bonneau L. S.
L. S. L. S.

ATTEST:

Secretary By

In consideration of \$1.00 and other considerations, I, the undersigned, hereby join in the execution of the above and
foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Dated this _____ day of _____, A. D. 1952.

_____ L. S. _____ L. S.
Witness

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

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BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREPARED ONLY

1047 468

INDIVIDUAL
COMMONWEALTH OF MASSACHUSETTS

Noted ss April 9 1952
Then personally appeared the above-named Edgar W. Bonnell
90 Holden St. Fall River Mass

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

Raymond G. Sussitt
Notary Public
My Commission expires Dec 27 1952

Received & recorded April 23 1952, at 12 hrs & 14 min. A.M.

3142

I, Ellis R. Bolles, holder of a mortgage
from Bonita F. Guilford
to me
dated September 18, 1939
recorded with Bristol County S.D. Chief Registry of Deeds
Book 821 Page 367 acknowledge satisfaction of the same

WITNESS my hand and seal this 13th day of April 1952

Raymond Sussitt Ellis R. Bolles

The Commonwealth of Massachusetts

Bristol ss New Bedford, Mass. April 13th 1952

Then personally appeared the above named Ellis R. Bolles
and acknowledged the foregoing instrument to be his free act and deed
before me

Raymond Sussitt
Notary Public - Junior of the State
My commission expires 10 June 1953

Received & recorded April 23 1952, at 10 hrs & 8 min. A.M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREPARED ONLY

GRANT OF EASEMENT

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Bristol

Line _____
Line _____
Line List No. _____

KNOW ALL MEN BY THESE PRESENTS: that the undersigned Alfred Forand of Westport
Bristol County, Commonwealth of Massachusetts

(hereinafter called Grantor, whether one or more), for and in consideration of the sum of TEN and no/100 dollars (\$10.00) paid by ALGONQUIN GAS TRANSMISSION COMPANY, a Delaware corporation, Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant and convey with QUITCLAIM COVENANTS unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated a permanent right of way and easement for the purpose of laying, subcontracting, maintaining, operating, altering, replacing, repairing, and removing a pipeline or pipelines with valves, tie-overs, and other appurtenant facilities, all of which shall be and remain the property of Grantee, for the transmission of natural gas and all by-products thereof or any liquids, gases, or substances which can be transported through a pipeline; over, under, across, and upon the following described land situated in the Town of Westport County of Bristol Commonwealth of Massachusetts, to wit:

A certain tract or parcel of land situated in the Town of Westport, Bristol County conveyed by Blanche Lemieux to Alfred Forand by Deed dated August 8, 1947 and recorded with Bristol County, Registry of Deeds, Book 946, Page 267.

It being the intent of this instrument to convey to the Grantee a right of way over and across the Grantor's lands, whether same is herein correctly described or not.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but not limited to, the right to remove and to clear all rocks, trees, brush, limbs, structures, and other obstructions, which might interfere with the right of way, and the free and full right of ingress and egress over and across said lands and other adjacent lands of the Grantor to and from said right of way and easement.

Any pipe shall be buried to such depth that it will not interfere with the ordinary cultivation of said land.

Grantee, by the acceptance hereof, shall be liable for physical damage which it causes by laying, repairing, maintaining, operating, or removing said pipeline or pipelines, to growing crops, timber, buildings and structures on Grantor's land. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns; the third by the two disinterested persons aforesaid; and the award of such three persons or any two of such three persons shall be final and conclusive.

The rights, title and privileges herein granted may be sold, leased, assigned, pledged, and mortgaged in whole or in part, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

In the event Grantee lays more than one pipeline, Grantee shall pay to the then owner of the lands subjected to this easement the same consideration as that first stated above for each additional pipeline so laid upon said right of way.

Grantor understands and agrees that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

I, (we) _____ husband/wife
of said Grantor, release to said Grantee all rights of tenancy by the curtesy and other interests therein, so far as may be necessary to give full force and effect to the preceding grant.

IN WITNESS WHEREOF Grantor has hereunto set his hand and _____ seal this 3th day of April A. D. 1952.

Chester E. Paul I. S. Alfred Forand I. S.

I. S. I. S.

ATTEST: _____
Secretary By _____

In consideration of \$1.00 and other considerations, I, the undersigned, hereby join in the execution of the above and foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Dated this _____ day of _____, A. D. 1952.

Grant I. S. _____ I. S.

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
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BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

1047 470

INDIVIDUAL

COMMONWEALTH OF MASSACHUSETTS

Subscribed on April 9 1952
Then personally appeared the above-named Robert F. and
Jessie A. - New Bedford - Mass.

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

Robert F. Ferman
Notary Public

My Commission expires Dec 27 1957

Received & recorded April 23 1952, at 12 hrs & 15 min. P. M.

314

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

Anthony J. Smith et ux.

to said Corporation, dated May 17, 1946 A. D., and recorded with Bristol County S. D. Registry of Deeds, book 910, page s. 512-13, acknowledges satisfaction of the same.

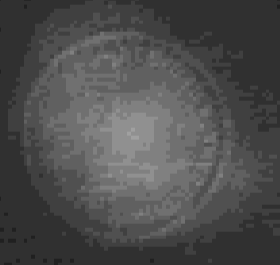
In witness whereof, the said NEW BEDFORD FIVE CENTS SAVINGS BANK,

by John T. Chambers, its Asst. Treasurer, thereto duly authorized, has caused its corporate name to be hereto subscribed and its corporate seal hereto affixed, this twenty-third day of April, 1952 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, April 23, 1952 Then personally

appeared the above-named John T. Chambers, Asst. Treas., and acknowledged the foregoing instrument to be the free act and deed of said Corporation, before me

Liam O'Neil
Justice of the Peace
Notary Public

My commission expires Nov 26 1953

Received & recorded April 23 1952, at 10 o'clock and 51 minutes A. M.

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

1047

GRANT OF EASEMENT
3165

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Bristol

Mass. Line List 0-3-396

KNOW ALL MEN BY THESE PRESENTS: that the undersigned

John M. Hambly his wife
255 WEST 92ND Jennie Hambly
New York City his wife

(hereinafter called Grantor, whether one or more), for and in consideration of the sum of Ninety-six and 00/100 Dollars (\$96.00) paid by ALGONQUIN GAS

TRANSMISSION COMPANY, a Delaware corporation, Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant and convey with QUITCLAIM COVENANTS unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated a permanent right of way and easement for the purpose of laying, constructing, maintaining, operating, altering, replacing, repairing, and removing a pipeline or pipelines with valves, tie-overs, and other appurtenant facilities, all of which shall be and remain the property of Grantee, for the transmission of natural gas and all by-products thereof or any liquids, gases, or substances which can be transported through a pipeline;

over, under, across, and upon the following described land situated in the Town of Westport County of Bristol Commonwealth of

Massachusetts, to wit: A certain tract or parcel of land in the Town of Westport, Bristol County, conveyed by John S. Hambly, widower to John M. Hambly by deed dated May 2, 1941 and recorded in Bristol County, Registry of Deeds, Book 839, page 14.

It being the intent of this instrument to convey to the Grantee a Right of Way over and across Grantors lands whether same is herein correctly described or not.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but not limited to, the right to remove and to clear all rocks, trees, brush, limbs, structures, and other obstructions, which might interfere with the right of way, and the free and full right of ingress and egress over and across said lands and other adjacent lands of the Grantor to and from said right of way and easement.

Any pipe shall be buried to such depth that it will not interfere with the ordinary cultivation of said land.

Grantee, by the acceptance hereof, shall be liable for physical damage which it causes by laying, repairing, maintaining, operating, or removing said pipeline or pipelines, to growing crops, timber, buildings and structures on Grantor's land. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns; the third by the two disinterested persons aforesaid; and the award of such three persons or any two of such three persons shall be final and conclusive.

The rights, title and privileges herein granted may be sold, leased, assigned, pledged, and mortgaged in whole or in part, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

In the event Grantee lays more than one pipeline, Grantee shall pay to the then owner of the lands subjected to this easement the same consideration as that first stated above for each additional pipeline so laid upon said right of way.

Grantor understands and agrees that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

I, (we) Jennie Hambly Jennie Hambly husband
wife
of said Grantor, release to said Grantee all rights of tenancy by the entirety and other interests therein, so far as may be necessary to give full force and effect to the preceding grant.

IN WITNESS WHEREOF Grantor has hereunto set his hand and seal this 22 day of March A. D. 1942

[Signature] L. S. John M. Hambly L. S.
[Signature] L. S. Jennie Hambly L. S.
[Signature] L. S. [Signature] L. S.

ATTEST:
Secretary _____ By _____

In consideration of \$1.00 and other considerations, I, the undersigned, hereby join in the execution of the above and foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Dated this _____ day of _____ A. D. 1942

L. S. _____ L. S.

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

472
ALBANY COUNTY
REGISTER OF DEEDS
PRESENT ONLY

ALBANY COUNTY
REGISTER OF DEEDS
PRESENT ONLY

ALBANY COUNTY
REGISTER OF DEEDS
PRESENT ONLY

ALBANY COUNTY
REGISTER OF DEEDS
PRESENT ONLY

ALBANY COUNTY
REGISTER OF DEEDS
PRESENT ONLY

1047 472
STATE OF NEW YORK
COUNTY OF Putnam

On the first day of April, in the year 1952, before me personally came Spencer J. ..., the subscribing witness to the above instrument, to me personally known, who, being by me duly sworn, did depose and say that he resides at 62 Palmyra
Palmyra, NY
that he knows John M. Hensley and Jennie Hensley
and that he knows said John M. Hensley and Jennie Hensley
to be the individual(s) described in and who executed the above instrument, that he, said subscribing witness, was present and saw John M. Hensley and Jennie Hensley
execute and deliver the above instrument at the said place described in his name as a witness thereto.

[Signature]
Notary Public in the State of New York
Residing in Putnam County
Putnam County Clerk's No. 348
Cert. filed in Westchester Co.
Commission Expires March 31, 1954

STATE OF NEW YORK
COUNTY OF PUTNAM

L. C. WILLIAM RICH, County Clerk and Clerk of the Supreme Court, Putnam County, a Court of Record having by law a seal, DO HEREBY CERTIFY that

P. Lee Malby
whose name is subscribed to the deposition, certificate of acknowledgment or proof of the annexed instrument, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his appointment and qualifications, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature of the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

AN WITNESS WHEREOF I have hereto set my hand and affixed my official seal this 1 day of April, 1952

[Signature]
County Clerk and Clerk of the Supreme Court, Putnam County.

Received & recorded April 23 1952, at 11 hrs & 15 min P M.

ALBANY COUNTY
REGISTER OF DEEDS
PRESENT ONLY

ALBANY COUNTY
REGISTER OF DEEDS
PRESENT ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

1047

3166

1047 473

GRANT OF EASEMENT

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Bristol

Mass. Line Lists 8-1-324, 81-317
thru 8-1-320 inclusive 8-1-322 thru 81-329
inclusive

KNOW ALL MEN BY THESE PRESENTS: that the undersigned

J. Douglas Borden and Dorothy M. Borden (wife)

(hereinafter called Grantor, whether one or more), for and in consideration of the sum of Two Hundred
One and 00/100 Dollars (\$ 201.00) paid by ALGONQUIN GAS

TRANSMISSION COMPANY, a Delaware corporation, Grantee, the receipt and sufficiency of which is hereby acknowl-
edged, does hereby give, grant and convey with QUITCLAIM COVENANTS unto Grantee, its successors and assigns,
subject to the limitations and reservations herein stated a permanent right of way and easement for the purpose of laying,
constructing, maintaining, operating, altering, replacing, repairing, and removing a pipeline or pipelines with valves,
teasers, and other appurtenant facilities, all of which shall be and remain the property of Grantee, for the transmission of
natural gas and all by-products thereof or any liquids, gases, or substances which can be transported through a pipeline;
over, under, across, and upon the following described land situated in the Town

Westport County of Bristol Commonwealth of

Massachusetts, to wit: A certain tract or parcel of land situated in the Town
of Westport, Bristol County, conveyed by Eleanor S. O. Herbert to J.
Douglas Borden by deed dated Mar. 25, 1946 and recorded with Bristol
County Registry of Deeds, Book 902, page 75.

It being the intent of this instrument to convey to the Grantee a
Right of Way over and across Grantors lands whether same is herein cor-
rectly described or not. *Right of ingress and egress
shall be confined to right-of-way or
other well defined roads. Line of con-
struction shall follow line of survey as shown.*

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment of use of the rights
herein granted, including but not limited to, the right to remove and to clear all rocks, trees, brush, limbs, structures,
and other obstructions, which might interfere with the right of way, and the free and full right of ingress and egress
over and across said lands and other adjacent lands of the Grantor to and from said right of way and easement.

Any pipe shall be buried to such depth that it will not interfere with the ordinary cultivation of said land.

Grantee, by the acceptance hereof, shall be liable for physical damage which it causes by laying, repairing, maintaining,
operating, or removing said pipeline or pipelines, to growing crops, timber, buildings and structures on Grantor's land. Said
damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons; one to be
appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns; the
third by the two disinterested persons aforesaid; and the award of such three persons or any two of such three persons
shall be final and conclusive.

The rights, title and privileges herein granted may be sold, leased, assigned, pledged, and mortgaged in whole or in
part, and shall be binding upon and inure to the benefit of the parties herein, their respective heirs, executors, adminis-
trators, successors, assigns and legal representatives.

In the event Grantee lays more than one pipeline, Grantee shall pay to the then owner of the lands subjected to this
easement the same consideration as that first stated above for each additional pipeline so laid upon said right of way.

Grantor understands and agrees that the person securing this grant is without authority from Grantee to make any
agreement in respect of the subject matter hereof not herein expressed.

I, (we) Dorothy M. Borden husband
wife

of said Grantor, release to said Grantee all rights of Agency by the custom owner and other interests therein, so far as may be
necessary to give full force and effect to the preceding grant.

IN WITNESS WHEREOF Grantor has hereunto set their hand and their seal this
27th day of March, A. D. 1953

Russell Langford
L. S.
L. S.

J. Douglas Borden s.
Dorothy M. Borden s.

ATTEST:

Secretary

By



In consideration of \$1.00 and other considerations, I, the undersigned, hereby join in the executi-
on foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said

Dated this _____ day of _____, A. D. 1953

L. S.

L. S.

Pa.
Release
7-5-78
1764-883

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
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BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTIVE ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PRINTED ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PRINTED ONLY

1047 474

INDIVIDUAL
COMMONWEALTH OF MASSACHUSETTS

Then personally appeared the above-named
J. Douglas Borden
and acknowledged the foregoing instrument to be free act and deed, before me.

Ruth A. Lee
Notary Public

My Commission expires March 1953

Received & recorded April 23 1952 at 12 hrs & 16 min P. M.

3149

Know all men by these presents

that CONTINENTAL EMPLOYEES CREDIT UNION
the mortgagee named in a certain mortgage given by Edmund Vitkiewicz and Anna
Vitikievicz
dated October 22, A. D. 1947 and recorded with the
Bristol County S. D. Registry of Deeds Book 938 Page 310-311
herely acknowledges that it has received from said Edmund Vitkiewicz and Anna
Vitikievicz

the mortgage
named in said mortgage, full payment and satisfaction of the same; and in consideration thereof
it hereby cancels and discharges said mortgage, and releases and quitclaims unto the said
Edmund and Anna Vitkievicz and their heirs and assigns forever
all interest acquired under said mortgage in the premises thereby conveyed.

In witness whereof the said CONTINENTAL EMPLOYEES CREDIT UNION
has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged, and
delivered in its name and behalf by Charles H. Wardwell its Treasurer
this Twenty-third day of April A. D. 19 52.

Signed and sealed in the presence of CONTINENTAL EMPLOYEES CREDIT UNION
[Signature] by Charles H. Wardwell
TREASURER

The Commonwealth of Massachusetts

Bristol ss Apr 23 19 52 then personally appeared
the above-named Charles H. Wardwell and acknowledged the foregoing instrument
to be the free act and deed of the Continental Employees Credit Union
before me—

John A. Jones
Notary Public
minutes 2 M.

April 23 1952 at 11 o'clock and 19

BRISTOL COUNTY
REGISTRY OF DEEDS
PRINTED ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PRINTED ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PRINTED ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PRINTED ONLY

GRANT OF EASEMENT

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Bristol

Mass. Line List G-1-321

KNOW ALL MEN BY THESE PRESENTS: that the undersigned

Eugene Bernier and Marie L. Bernier
(his wife)

(hereinafter called Grantor, whether one or more), for and in consideration of the sum of

Ten and 00/100 Dollars (\$10.00) paid by ALGONQUIN GAS

TRANSMISSION COMPANY, a Delaware corporation, Grantor, the receipt and sufficiency of which is hereby acknowl-
edged, does hereby give, grant and convey with QUITCLAIM COVENANTS unto Grantee, its successors and assigns,
subject to the limitations and reservations herein stated a permanent right of way and easement for the purpose of laying,
constructing, maintaining, operating, altering, replacing, repairing, and removing a pipeline or pipelines with valves,
tie-overs, and other appurtenant facilities, all of which shall be and remain the property of Grantee, for the transmission of
natural gas and all by-products thereof or any liquids, gases, or substances which can be transported through a pipeline;

over, under, across, and upon the following described land situated in the Town

Westport, County of Bristol, Commonwealth of

Massachusetts, to wit: A certain tract or parcel of land situated in the Town
of Westport, Bristol County, conveyed by Freda E. Gendulb to Eugene
Bernier and Marie L. Bernier, husband and wife, as joint tenants, by
deed dated Oct. 9, 1937 and recorded with Bristol County Registry of
Deeds, Book 796, page 351.

It being the intent of this instrument to convey to the Grantee a Right
of Way over and across Grantors lands whether same is herein correctly
described or not.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights
herein granted, including but not limited to, the right to remove and to clear all rocks, trees, brush, limbs, structures,
and other obstructions, which might interfere with the right of way, and the free and full right of ingress and egress
over and across said lands and other adjacent lands of the Grantor to and from said right of way and easement.

Any pipe shall be buried to such depth that it will not interfere with the ordinary cultivation of said land.

Grantee, by the acceptance hereof, shall be liable for physical damage which it causes by laying, repairing, maintaining,
operating, or removing said pipeline or pipelines, to growing crops, timber, buildings and structures on Grantor's land. Said
damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons; one to be
appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns; the
third by the two disinterested persons aforesaid; and the award of such three persons or any two of such three persons
shall be final and conclusive.

The rights, title and privileges herein granted may be sold, leased, assigned, pledged, and mortgaged in whole or in
part, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, adminis-
trators, successors, assigns and legal representatives.

In the event Grantee lays more than one pipeline, Grantee shall pay to the then owner of the lands subjected to this
easement the same consideration as that first stated above for each additional pipeline so laid upon said right of way.

Grantor understands and agrees that the person securing this grant is without authority from Grantee to make any
agreement in respect of the subject matter hereof not herein expressed.

I, (we) Eugene Bernier and Marie L. Bernier husband
with
of said Grantor, release to said Grantee all rights of tenancy by the curtesy and other interests therein, so far as may be
necessary to give full force and effect to the preceding grant.

IN WITNESS WHEREOF Grantor has hereunto set our hand and our seal this
31st day of March, A. D., 1962

Ronald Sanford L. S. Eugene Bernier L. S.
L. S. Marie L. Bernier L. S.
L. S. L. S.

ATTEST: _____
Secretary By _____

In consideration of \$1.00 and other considerations, I, the undersigned, hereby join in the execution of the above and
foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Dated this _____ day of _____, A. D., 1962

_____ L. S. _____ L. S.

Bristol County
Registry of Deeds
Bristol, Mass.
1962

Bristol County
Registry of Deeds
Bristol, Mass.
1962

Bristol County
Registry of Deeds
Bristol, Mass.
1962

Bristol County
Registry of Deeds
Bristol, Mass.
1962

Bristol County
Registry of Deeds
Bristol, Mass.
1962

Bristol County
Registry of Deeds
Bristol, Mass.
1962

Bristol County
Registry of Deeds
Bristol, Mass.
1962

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

476

INDIVIDUAL

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss

Then personally appeared the above-named

Eugene Bernier

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

Ruth D. Lawrence
Notary Public

My Commission expires *March 22, 1952*

Received & recorded *April 23* 1952, at 12 hrs & 16 min. P. M.

3152

Know all men by these presents

that SCARPITTI INVESTMENT CORPORATION

the mortgage named in a certain mortgage given by Olga Perry

dated February 15,

A. D. 1952 and recorded with the

Bristol County (SD)

Registry of Deeds Book 1041 Page 305 REG File#1180

hereby acknowledges that it has received from Olga Perry

the mortgage

named in said mortgage, full payment and satisfaction of the same; and in consideration thereof it hereby cancels and discharges said mortgage, and releases and quitclaims unto the said Olga Perry 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 23rd day of April A. D. 1952

Witness my hand in the presence of

SCARPITTI INVESTMENT CORPORATION

by *Nicholas Scarpitti*
TREASURER



The Commonwealth of Massachusetts

Bristol ss

ss

April 21 1952

then personally appeared

the above-named Nicholas L. Scarpitti

and acknowledged the foregoing instrument

to be the free act and deed of the SCARPITTI INVESTMENT CORPORATION

before me

My commission expires Feb. 28/58

Jesse C. Galligo Jr.
Notary Public
Jesse C. Galligo Jr.

April 23 1952 at 11 o'clock and 21 minutes A. M.



BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

3168

GRANT OF EASEMENT

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Bristol

Mass. Line List G-1-332

KNOW ALL MEN BY THESE PRESENTS: that the undersigned

George S. Lawton
Redover

(hereinafter called Grantor, whether one or more), for and in consideration of the sum of
Twenty-four and 00/100 Dollars (\$24.00) paid by ALGONQUIN GAS TRANSMISSION COMPANY, a Delaware corporation, Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant and convey with QUITCLAIM COVENANTS unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated a permanent right of way and easement for the purpose of laying, constructing, maintaining, operating, altering, replacing, repairing, and removing a pipeline or pipelines with valves, tie-offs, and other appurtenant facilities, all of which shall be and remain the property of Grantee, for the transmission of natural gas and all by-products thereof or any liquids, gases, or substances which can be transported through a pipeline;

over, under, across, and upon the following described land situated in the Town of Westport County of Bristol Commonwealth of Massachusetts, to wit:

A certain tract or parcel of land situated in the Town of Westport, Bristol County, being more particularly described as the second lot of three lots described in a deed from Carl K. Lincoln to George S. Lawton, Jr. and Minnie E. Lawton, husband & wife, jointly and to survivor, dated April 11, 1940 and recorded with Bristol County Registry of Deeds, Book 827, page 248.

Excepting, however, from hereinbefore described premises all such part or parts thereof which have heretofore been conveyed by the said Grantor by Meane Deed appearing in the Reg. of Deeds for Bristol County.

It being the intent of this instrument to convey to the Grantee a Right of Way over and across Grantors lands whether same is herein correctly described or not.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but not limited to, the right to remove and to clear all rocks, trees, brush, limbs, structures, and other obstructions, which might interfere with the right of way, and the free and full right of ingress and egress over and across said lands and other adjacent lands of the Grantor to and from said right of way and easement.

Any pipe shall be buried to such depth that it will not interfere with the ordinary cultivation of said land.

Grantor, by the acceptance hereof, shall be liable for physical damage which it causes by laying, repairing, maintaining, operating, or removing said pipeline or pipelines, to growing crops, timber, buildings and structures on Grantor's land. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, his successors or assigns; the third by the two disinterested persons aforesaid; and the award of such three persons or any two of such three persons shall be final and conclusive.

The rights, title and privileges herein granted may be sold, leased, assigned, pledged, and mortgaged in whole or in part, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

In the event Grantee lays more than one pipeline, Grantor shall pay to the then owner of the lands subjected to this easement the same consideration as that first stated above for each additional pipeline so laid upon said right of way.

Grantor understands and agrees that the person securing this grant is without authority from Grantor to make any agreement in respect of the subject matter hereof not herein expressed.

I, (we) _____ husband
with _____
of said Grantor, release to said Grantee all rights of _____ and other interests therein, so far as may be necessary to give full force and effect to the preceding grant.

IN WITNESS WHEREOF Grantor has hereunto set _____ and this
28 day of March, A. D. 1952.

Russell Sanford L. S. *George S. Lawton* L. S.

L. S. L. S.

ATTEST:

Secretary By _____

In consideration of \$1.00 and other considerations, I, the undersigned, hereby join in the execution of the above and foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Signed by _____ A. D. 1952

L. S. L. S.

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY
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BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

1047 478

INDIVIDUAL

COMMONWEALTH OF MASSACHUSETTS

Bristol ss March 20 1952

Then personally appeared the above-named George A. Linton

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

Richard D. Loring
Notary Public

My Commission expires March 20 1952

Received & recorded April 23 1952, at 12 hrs & 17 min P. M.

3146

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 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 Beatrice N. Robichaud

to the Trustees of the Attleborough Savings and Loan Association

dated July 3, 1943

recorded with the Southern District, Bristol County Registry of Deeds

Book 869 Pages 303-4 acknowledge satisfaction of the same

Witness my hand and seal this 18th day of April 19 52

Hartwell H. Croghan

Trustees of the Attleborough Savings and Loan Association

By John E. Turner

Treasurer, Attleborough Savings and Loan Association

The Commonwealth of Massachusetts

Bristol ss April 18, 19 52

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

Hartwell H. Croghan

Hartwell H. Croghan Notary Public - EXPIRES 10/26/56

My Commission expires October 26, 1956

Received & recorded Apr. 23 1952, at 10 hrs & 30 min A. M.

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PROPERTY ONLY

GRANT OF EASEMENT

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Bristol

Mass. Line List 8-1-33
G-1-335

KNOW ALL MEN BY THESE PRESENTS: that the undersigned

Joseph R. Costa and
Doris M. Costa (his wife)

(hereinafter called Grantor, whether one or more), for and in consideration of the sum of Forty-eight and 00/100 Dollars (\$48.00) paid by ALGONQUIN GAS TRANSMISSION COMPANY, a Delaware corporation, Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant and convey with QUITCLAIM COVENANTS unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated a permanent right of way and easement for the purpose of laying, constructing, maintaining, operating, altering, replacing, repairing, and removing a pipeline or pipelines with valves, tie-overs, and other appurtenant facilities, all of which shall be and remain the property of Grantee, for the transmission of natural gas and all by-products thereof or any liquids, gases, or substances which can be transported through a pipeline; over, under, across, and upon the following described land situated in the Town

Westport County of Bristol Commonwealth of

Massachusetts, to wit: A certain tract or parcel of land situated in the Town of Westport, Bristol County being more particularly described as the first parcel of two parcels described in a deed from Lillie A. Vieira to Joseph R. Costa and ~~Margaret F. Costa~~, husband and wife, as joint tenants, dated Feb. 9, 1944, and recorded with Bristol County Registry of Deeds, Book 878, page 239.

It being the intent of this instrument to convey to the Grantee a Right of Way over and across Grantor's lands whether same is herein correctly described or not. *Construction shall follow line of survey now flagged. Egress & ingress shall be confined to line of way or other defined roads.*

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but not limited to, the right to remove and to clear all rocks, trees, brush, limbs, structures, and other obstructions, which might interfere with the right of way, and the free and full right of ingress and egress over and across said lands and other adjacent lands of the Grantor to and from said right of way and easement.

Any pipe shall be buried to such depth that it will not interfere with the ordinary cultivation of said land.

Grantor, by the acceptance hereof, shall be liable for physical damage which it causes by laying, repairing, maintaining, operating, or removing said pipeline or pipelines, to growing crops, timber, buildings and structures on Grantor's land. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns; the third by the two disinterested persons aforesaid; and the award of such three persons or any two of such three persons shall be final and conclusive.

The rights, title and privileges herein granted may be sold, leased, assigned, pledged, and mortgaged in whole or in part, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

In the event Grantee lays more than one pipeline, Grantor shall pay to the then owner of the lands subjected to this Easement the same consideration as that first stated above for each additional pipeline so laid upon said right of way.

Grantor understands and agrees that the person securing this grant is without authority from Grantor to make any agreement in respect of the subject matter hereof not herein expressed.

I (we) Doris M. Costa husband
wife
of said Grantor, release to said Grantee all rights of ^{tenancy by the curtesy} ~~tenancy~~ ^{joint} ~~tenancy~~ and other interests therein, so far as may be necessary to give full force and effect to the preceding grant.

IN WITNESS WHEREOF Grantor has hereunto set their hand and seal this 31st day of March, A. D. 1948.

Ross D. Boyards S. Joseph R. Costa L. S.
L. S. Doris M. Costa L. S.
L. S. L. S.

ATTEST:
Secretary By

In consideration of \$1.00 and other considerations, I, the undersigned, hereby join in the execution of the above and foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Dated this _____ day of _____, A. D. 1948.

_____ L. S. _____ L. S.

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS.
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BRISTOL COUNTY MASS.
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BRISTOL COUNTY MASS.
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BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

1047 480

INDIVIDUAL

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss

Then personally appeared the above-named

Joseph R. Costa

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

Ruth D. Loring
Notary Public

My Commission expires *March 20, 1952*

Received & recorded *April 23* 1952, at *12:17* hrs & *17* min. P. M.

3175

The First National Bank of New Bedford, a national banking corporation with its principal place of business in New Bedford, Bristol County, Massachusetts, present holder of a mortgage from *Manuel F. and Nettie G. Avila* to said The First National Bank of New Bedford dated June 14, 1937

recorded with Bristol (S. D.) County Registry of Deeds Book 793 Page 36, acknowledged satisfaction of the same

Witness the hand and seal of the corporate The First National Bank of New Bedford this 21st day of April 1952 by Chester S. Deplitch, its Vice President thereunto duly authorized.

THE FIRST NATIONAL BANK OF NEW BEDFORD
BY *Chester S. Deplitch*
Chester S. Deplitch, Vice President

Witnessed by:
Ray M. Loring

The Commonwealth of Massachusetts

Bristol, ss

April 21, 1952

Then personally appeared the above-named Chester S. Deplitch

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

Notary

Ray M. Loring
Notary Public

My Commission expires March 9, 1955

Received & recorded *April 23* 1952, at *2:24* hrs & *24* min. P. M.

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREPARED ONLY

3170

GRANT OF EASEMENT

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Bristol

Mass. Line List G-1-338

KNOW ALL MEN BY THESE PRESENTS: that the undersigned

Squire Lord & Doris Lord
(Mjrs)

(hereinafter called Grantor, whether one or more), for and in consideration of the sum of One Hundred
Forty-five and 00/100 Dollars (\$145.00) paid by ALGONQUIN GAS

TRANSMISSION COMPANY, a Delaware corporation, Grantee, the receipt and sufficiency of which is hereby acknowl-
edged, does hereby give, grant and convey with QUITCLAIM COVENANTS unto Grantee, its successors and assigns,
subject to the limitations and reservations herein stated a permanent right of way and easement for the purpose of laying,
constructing, maintaining, operating, altering, replacing, repairing, and removing a pipeline or pipelines with valves,
te-overs, and other appurtenant facilities, all of which shall be and remain the property of Grantee, for the transmission of
natural gas and all by-products thereof or any liquids, gases, or substances which can be transported through a pipeline;
over, under, across, and upon the following described land situated in the Town
Westport, County of Bristol, Commonwealth of
Massachusetts, to wit:

Two certain tracts or parcels of land situated in the Town of Westport,
Bristol County conveyed by: (1) Mary E. Sanford et al to Frederick H.
Paull by deed dated August 10, 1920 and recorded with Bristol County Reg-
istry of Deeds, Book 531, page 286 (2) Caroline Zolka to Sidney B. Sanford
and Frederick H. Paull by deed dated May 10, 1916 and recorded with Bristol
County Registry of Deeds, Book 437, page 559. Said Sidney B. Sanford con-
veyed his 1/2 interest in said premises to Frederick H. Paull by deed dated
July 11, 1918 and recorded with Bristol County Registry of Deeds, Book 463
page 357. Frederick H. Paull, deceased, Bristol County Probate Records
No. 90730, devised said premises above described to Squire Lord and Doris
M. Lord in equal shares.

It being the intent of this instrument to convey to the Grantee a Right of
Way over and across Grantors lands whether same is herein correctly de-
scribed or not.

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASS
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BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASS
REGISTRY OF DEEDS
PREVENTED

ASTOR COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

ASTOR COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

ASTOR COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

1047 482

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but not limited to, the right to remove and to clear all rocks, trees, brush, limbs, structures, and other obstructions, which might interfere with the right of way, and the free and full right of ingress and egress over and across said lands and other adjacent lands of the Grantor to and from said right of way and easement.

Any pipe shall be buried to such depth that it will not interfere with the ordinary cultivation of said land.

Grantee, by the acceptance hereof, shall be liable for physical damage which it causes by laying, repairing, maintaining, operating, or removing said pipeline or pipelines, to growing crops, timber, buildings and structures on Grantor's land. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns; the third by the two disinterested persons aforesaid; and the award of such three persons or any two of such three persons shall be final and conclusive.

The rights, title and privileges herein granted may be sold, leased, assigned, pledged, and mortgaged in whole or in part, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

In the event Grantee lays more than one pipeline, Grantee shall pay to the then owner of the lands subjected to this easement the same consideration as that first stated above for each additional pipeline so laid upon said right of way.

Grantor understands and agrees that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

I, (we) Doris Lord husband
wife
of said Grantor, release to said Grantee all rights of ^{tenancy by the entirety} ~~joint~~ ^{and other interests therein} ~~tenancy~~, so far as may be necessary to give full force and effect to the preceding grant.

IN WITNESS WHEREOF Grantor has hereunto set our hand and our seal this 1st day of April, A. D. 1952.

Rose L. Simpson L. S. Doris Lord L. S.
Doris Lord L. S.

ATTEST:

Secretary

By



In consideration of \$100 and other considerations, I, the undersigned, hereby join in the foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Dated this _____ day of _____, A. D. 195_____

Tenant

ASTOR COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

ASTOR COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

INDIVIDUAL
COMMONWEALTH OF MASSACHUSETTS

Book 25

Then personally appeared the above-named

Doris Lard

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

Richard D. Keeney
Notary Public

My Commission expires March 20, 1959

Received & recorded April 23 1952, at 12 hrs. & 16 min. P. M.

3177

WE, Peter S. and Mary Duff, husband and wife,
husband and wife, to hold as joint tenants and not as tenants by
entirety

of Acushnet, Bristol County, Massachusetts

being married, for consideration paid, grant to Emilia M. Bonnoyer

of said ~~EMERSON~~ East Fairhaven

with mortgage covenants, to secure the payment of \$ 4250.00

Four Thousand Two Hundred Fifty ----- Dollars

in ten years years with five per cent interest, per annum

payable in quarterly installments
as provided in said note of even date, April 23, 1952

the land in Acushnet in said County of Bristol
(Description and accommodations, if any)

Being lots numbered 24, 25, 26, 27, 28, 29, 30 and 31 on plan
of land of Richardson Estate filed in Bristol County, S. D. Registry
of Deeds in plan book 25, page 174 to which reference may be had for
a more particular description thereof.

No revenue stamps required.

Being the same premises conveyed to me by deed of the grantees
Dated April 23, 1952. and recorded with Bristol County [S.D.]
Registry of Deeds, file number 9716.

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
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BRISTOL COUNTY
REGISTRY OF DEEDS
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BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED

Recd
4/9/54
1117.110

1047-483

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

1047 484

This mortgage is upon the statutory condition,

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

We, Peter S. and Mary Duff----- husband
wife of said mortgagee,

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

Witness OUR hand^s and seal this 23rd day of April 19 52

Peter S. Duff
Mary Duff

The Commonwealth of Massachusetts

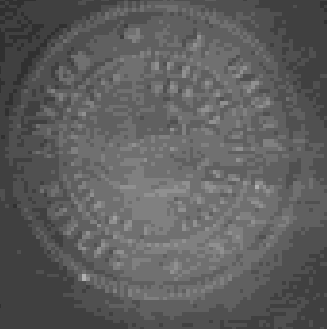
Bristol ss. April 23, 1952 19

Then personally appeared the above named Peter S. and Mary Duff

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

J. Harry Zuba
Notary Public

My Commission expires April 18 19 53



Received & recorded April 23 1952, at 2 hrs. & 27 min. P. M.

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIEW ONLY

GRANT OF EASEMENT

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Bristol

Nass. Line List 6-1-342

KNOW ALL MEN BY THESE PRESENTS, that the undersigned

*Edgar W. Bonneau and
Anta B. Bonneau (his wife)*

(hereinafter called Grantor, whether one or more), for and in consideration of the sum of One Hundred Seventy-six and 00/100 Dollars (\$176.00) paid by ALGONQUIN GAS TRANSMISSION COMPANY, a Delaware corporation, Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant and convey with QUITCLAIM COVENANTS unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated a permanent right of way and easement for the purpose of laying, constructing, maintaining, operating, altering, replacing, repairing, and re-cessing a pipeline or pipelines with valves, tie-overs, and other appurtenant facilities, all of which shall be and remain the property of Grantee, for the transmission of natural gas and all by-products thereof or any liquids, gases, or substances which can be transported through a pipeline;

over, under, across, and upon the following described land situated in the TOWN of Westport, County of Bristol, Commonwealth of Massachusetts, to wit: A certain tract or parcel of land situated in the Town of Westport, Bristol County, conveyed by John W. Hagan, Jr. to Edgar W. Bonneau by deed dated July 21, 1951 and recorded with Bristol County Registry of Deeds, Book 1023, page 384.

Excepting, however, from hereinbefore described premises all such part or parts thereof which have heretofore been conveyed by the said Grantor by Meane Deed appearing in the Registry of Deeds for Bristol Co. It being the intent of this instrument to convey to the Grantee a Right of Way over and across Grantors lands whether same is herein correctly described or not.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but not limited to, the right to remove and to clear all rocks, trees, brush, limbs, structures, and other obstructions, which might interfere with the right of way, and the free and full right of ingress and egress over and across said lands and other adjacent lands of the Grantor to and from said right of way and easement.

Any pipe shall be buried to such depth that it will not interfere with the ordinary cultivation of said land. Grantee, by the acceptance hereof, shall be liable for physical damage which it causes by laying, repairing, maintaining, operating, or removing said pipeline or pipelines, to growing crops, timber, buildings and structures on Grantor's land. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns; the third by the two disinterested persons aforesaid; and the award of such three persons or any two of such three persons shall be final and conclusive.

The rights, title and privileges herein granted may be sold, leased, assigned, pledged, and mortgaged in whole or in part, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

In the event Grantee lays more than one pipeline, Grantee shall pay to the then owner of the lands subjected to this easement the same consideration as that first stated above for each additional pipeline so laid upon said right of way.

Grantor understands and agrees that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

I, (we) Anta B. Bonneau husband wife of said Grantor, release to said Grantee all rights of tenancy by the entirety and other interests therein, so far as may be necessary to give full force and effect to the preceding grant.

IN WITNESS WHEREOF Grantor has hereunto set our hand and our seal this 15th day of April, A. D., 1952.

Edgar W. Bonneau s. Edgar W. Bonneau s.
L. S. Anta B. Bonneau s.

ATTEST: _____ By _____

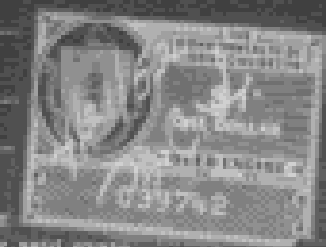
Secretary _____

In consideration of \$1.00 and other considerations, I, the undersigned, hereby join in the foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Dated this _____ day of _____, A. D., 1952.

_____ L. S. _____ T. S.

Tenant _____



Bristol County Registry of Deeds
PREVENTED BY

Bristol County Registry of Deeds
PREVENTED BY

Bristol County Registry of Deeds
PREVENTED BY

Bristol County Registry of Deeds
PREVENTED BY

Bristol County Registry of Deeds
PREVENTED BY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED BY LAW

1047 486

INDIVIDUAL

COMMONWEALTH OF MASSACHUSETTS

Subst 23

Then personally appeared the above-named

Edgar W. Bonneau

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

Ruth A. Lanning
Notary Public

My Commission expires March 20, 1957

Received & recorded April 23, 1952, at 12 hrs & 18 min. A.M.

3159

I, Charles Legros, widower,
of Fairhaven Bristol County, Massachusetts,
being unmarried, for consideration paid, grant to said Charles Legros and Mildred Gignac
as joint tenants

of 10 Elizabeth Street, said Fairhaven, with warranty covenants
the land in said Fairhaven, with all buildings thereon, bounded and de-
scribed as follows:

(Description and encumbrances, if any)

Beginning at a point in the west line of Elizabeth Street distant sou-
therly therein 190.88 feet from the south line of Washington Street as
now widened and accepted; thence southerly therein 50 feet to Lot 7 on
plan hereinbelow mentioned; thence westerly in line of last mentioned
land 87.92 feet to land now or formerly of Temple P. Corson; thence no-
therly in line of last named land 50 feet to land of Frank Langiano et
uxor; thence easterly in line of last named land 87.31 feet to said
west line of Elizabeth Street and point of beginning.

Being the same premises conveyed to me by Leonora Gracia Perry, admini-
stratrix, by deed dated May 20, 1950, recorded in Bristol County (S.D.)
Registry of Deeds, book 985, page 175, and also the premises conveyed to
me by Frank Langiano et uxor by deed dated April 22, 1952, recorded in
said Registry, file number 3158.

Being Lot 6 and part of Lot 5 on Plan of Roselawn, dated October 1901,
made by F.M. Metcalf, recorded in said Registry, plan book 3, page 57.

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

Witness my hand and seal this twenty-second day of April 1952

Charles Legros

The Commonwealth of Massachusetts

Bristol, ss. New Bedford, April 22, 1952

Then personally appeared the above named Charles Legros

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

Joseph J. de Freitas
Notary Public

My Commission expires February 20, 1953.

Received & recorded April 23 1952, at 12 hrs & 10 min. P.M.

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED BY LAW

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED BY LAW

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED BY LAW

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED BY LAW

3172

We, Marcus M. C. Allen and Mabel E. Allen, (husband and wife), both

of New Bedford, Bristol County, Massachusetts,

for consideration paid, grant to Edward L. Ryan and Doris D. Ryan, (husband and wife), both of said New Bedford, as joint tenants and not as tenants by the entirety,

six

with warranty covenants

the land in said New Bedford, with all buildings thereon, bounded and described
(Description and measurements, if any)

as follows, viz:-

Beginning at the northeast corner thereof at the intersection of the south line of Campbell Street with the west line of Sumner Street; thence southerly in said west line of Sumner Street, sixty-seven and 10/100 (67.10) feet to a corner and to land formerly of Bethuel Penniman; thence westerly by said last-named land, sixty-three and 95/100 (63.95) feet to the southeast corner of land now or formerly of Mary A. Harsey et al.; thence northerly by said last-named land, sixty-nine and 57/100 (69.57) feet to said south line of Campbell Street; and thence easterly by said south line of Campbell Street, sixty-three and 95/100 (63.95) feet to the place of beginning.

Being the same premises conveyed to us by deed from Edward E. Clarke, dated October 9, 1948 and recorded in Bristol County (S.D.) Registry of Deeds, Book 953, Page 11 and 12.

See deed from Robert Bradshaw to said Marcus M. C. Allen, dated April 11, 1919 and recorded in said Registry of Deeds, Book 473, Page 222. Also see deed from Marcus M. C. Allen to said Edward E. Clarke, dated October 9, 1948 and recorded in said Registry of Deeds, Book 953, Pages 9 and 10.

Taxes for year 1952 to be apportioned between said grantors and the said grantees.

Said premises are conveyed subject to a mortgage given to the New Bedford Institution for Savings, which the grantees assume and agree to pay.

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
1952 487

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVIOUS ONLY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED BY

BRISTOL COUNTY (S. 11-1-51)
REGISTRY OF DEEDS
PREVENTED BY

1047 488

We, Marcus M. C. Allen and Mabel E. Allen, husband and wife,

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

Witness our hands and seal this ^{common} day of twenty-third of April 1952.

Marcus M. C. Allen
Mabel E. Allen



The Commonwealth of Massachusetts

Bristol in New Bedford, Mass., April 23, 1952.

Then personally appeared the above named

Marcus M. C. Allen and Mabel E. Allen

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

Edward E. Clarke
EDWARD E. CLARKE

Notary Public
My commission expires January 29, 1954.

Received & recorded April 23 1952 at 12 hrs. & 19 min. P. M.

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED BY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED BY

BRISTOL COUNTY (S. 11-1-51)
REGISTRY OF DEEDS
PREVENTED BY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED BY

BRISTOL COUNTY
REGISTRY OF DEEDS
PREVENTED BY

3173 1047 489

I, Robert A. Gifford, also known as Robert Gifford,

of New Bedford Bristol County, Massachusetts,
~~for consideration paid~~, grant to George Joseph Petitjean and Adrienne P. Petitjean, (husband and wife), both of said New Bedford, as joint tenants and not as tenants by the entirety,

XXX

with ~~quitclaim covenants~~ QUITCLAIM COVENANTS,

the land in said New Bedford, being lot numbered forty-three (43) on plan of (Description and encumbrances, if any) Grenier Terrace, made by Albert B. Drake, C. E., dated 1910 and filed in Bristol County (S.D.) Registry of Deeds, Plan Book 8, Page 20, bounded and described as follows, viz:-

Beginning at the northwest corner thereof at a point in the east line of Belleville Avenue and distant southerly therein one hundred nine and 68/100 (109.68) feet from a stake in said east line of Belleville Avenue where said east line turns to form an intersection with the west line of Mill Road; thence southeasterly in said east line of Belleville Avenue, forty (40) feet; thence easterly in line of land of owners unknown, ninety-seven and 67/100 (97.67) feet to said west line of Mill Road; thence northwesterly along said west line of Mill Road, forty-four and 91/100 (44.91) feet to lot numbered forty-four (44) on said plan; and thence southwesterly in line of said lot numbered forty-four (44), seventy-seven and 25/100 (77.25) feet to the place of beginning. Containing twelve and 85/100 (12.85) square rods, more or less.

Being the premises conveyed to me by deed from City of New Bedford, dated November 6, 1939 and recorded in said Registry of Deeds, Book 824, Page 172.

The grantees agree to pay the taxes for year 1952 on the above described premises and also the taxes for year 1952 on building and lot land north and adjacent to the above described premises, being the premises purchased by them from this grantor.

License was issued on April 15, 1952 by the Probate Court for Bristol County, authorizing Robert A. Gifford, Guardian, to release the dower of of Edith C. P. Gifford.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
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BRISTOL COUNTY MASSACHUSETTS
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BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASS. REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS
PREVENT ONLY

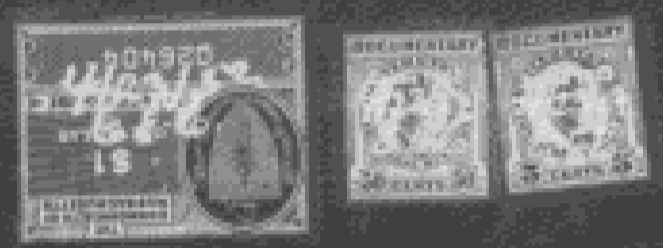
1047 490

I, Edith C. P. Gifford, _____

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

Witness my hand and seal this 23rd day of April 19 52.

Robert A. Gifford
Edith C. P. Gifford
By Robert A. Gifford
her guardian.



The Commonwealth of Massachusetts

Bristol ss. New Bedford, Mass., April 23rd 19 52.

Then personally appeared the above named

Robert A. Gifford,

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

Edward C. Clarke
Notary Public

My commission expires January 29, 1954

Received & recorded April 23 1952, at 1 hrs. & - min. P. M.

(THE FOLLOWING IS NOT A PART OF THE DEED, AND IS NOT TO BE RECORDED.)

BRISTOL COUNTY MASS. REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS
PREVENT ONLY

BRISTOL COUNTY MASS. REGISTRY OF DEEDS
PREVENT ONLY

3206

We, Francis J. Barrett and Johanna L. Barrett
 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 Thousand (5000) 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 with the buildings thereon
 bounded and described as follows:

Beginning at a point in the north line of Willis Street, distant
 therein one hundred sixty-seven and 51/100 (167.51) feet easterly
 from the intersection of said north line of Willis Street with the east
 line of Cedar Street; thence northerly in line of land now or formerly
 of Clayton T. Spooner fifty-five and 25/100 (55.25) feet; thence westerly
 still in line of said Clayton T. Spooner land one and 56/100 (1.56)
 feet; thence northerly still in line of land of said Clayton T. Spooner
 twenty-one and 75/100 (21.75) feet to land now or formerly of Victor
 Tarello; thence easterly in line of last named land forty-two and 88/100
 (42.88) feet to land now or formerly of Joseph Langlois; thence southerly
 in line of last named land seventy-seven (77) feet to said north line of
 Willis Street; and thence westerly in said north line of Willis Street
 forty-one and 32/100 (41.32) feet to the place of beginning.
 Containing 11.81 square rods.

Being the same premises conveyed to us by Chester A. Learise and
 Dorothy Learise by deed to be executed and recorded herewith.

This conveyance is made subject to a right of way conveyed to Victor
 Tarello and a right of way conveyed to Tarello Tile Co. Inc. which rights
 of way are situated on the west side of said premises.

Discharge
 6/10/56
 1186-223

Bristol County
 Registry of Deeds
 PREVENTIVE ONLY

Bristol County
 Registry of Deeds
 PREVENTIVE ONLY

Bristol County
 Registry of Deeds
 PREVENTIVE ONLY

Bristol County
 Registry of Deeds
 PREVENTIVE ONLY

Bristol County
 Registry of Deeds
 PREVENTIVE ONLY

RECORDED
 IN BOOK 1186 PAGE 223
 6/10/56

Bristol County
 Registry of Deeds
 PREVENTIVE ONLY

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITION

BRISTOL COUNTY (S.W. 1/4)
REGISTRY OF DEEDS
PREVIOUS EDITION

1047 492

Including as part of the realty, all portable or sectional buildings of any kind, and all fixtures and all furnaces, ranges, heaters, plumbing, gas and electric fixtures, screens, masonry chimneys, storm 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 parties, be made a part of the realty.

This mortgage is upon the statutory condition and upon the further condition that the provisions of General Laws Chapter 170 Sections 36-A, B, C, and D (Act of 1944, Chapter 293) and any amendments thereof shall at all times be complied with and upon the further condition that the mortgagor shall pay to the mortgagee monthly, in addition to all other payments hereinbefore set forth, an amount equal to one-twelfth (1/12) of the last annual tax bill covering said property, which amount shall be applied by the mortgagee to the payment of taxes when they shall become due, and any balance due thereon shall be paid by the mortgagor as provided for in said statutory condition; the amount to be paid for taxes shall be adjusted in November of each year based on the tax bill for that year.

This mortgage is upon the statutory condition, and upon the further condition that the 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 each period 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 of said mortgagor
_____ wife

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

Witness our hand and seal this 24th day of April 19 52.

Witness:
Cecil A. Whittier

Francis J. Barrett
Johanna L. Barrett



The Commonwealth of Massachusetts

Bristol ss. April 24 19 52

Then personally appeared the above named Francis J. Barrett and Johanna L. Barrett

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

Cecil A. Whittier
Notary Public—Boston of the Peace
CECIL A. WHITTIER
By Commission Expires Feb. 27, 1954

Received & recorded April 24 1952, at 2 hrs & 45 min. P.M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITION

BRISTOL COUNTY (S.W. 1/4)
REGISTRY OF DEEDS
PREVIOUS EDITION

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVIOUS EDITION

ASTORIA COUNTY
REGISTRY OF DEEDS
PREVIOUS ENTRY

ASTORIA COUNTY (S.W.)
REGISTRY OF DEEDS
PREVIOUS ENTRY

1047 494

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 mortgagee shall carry such insurance on the mortgaged premises for the benefit of the mortgagee as may from time to time be required by the mortgagee.

The mortgagee for the consideration aforesaid furthermore covenant with the mortgagee as follows:—
to pay the amount of the promissory note or notes as aforesaid together with all notes which may be given in renewal for the whole or any part with all interest which may accrue thereon; to make all payments in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; not to remove from any building upon the granted premises any fixtures whether trade fixtures or otherwise, or appliances for heating or lighting connected or used in connection therewith, or any property hereinafter referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagee may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee thereon, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagee's loans on mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgagee the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon.

ASTORIA COUNTY
REGISTRY OF DEEDS
PREVIOUS ENTRY

ASTORIA COUNTY
REGISTRY OF DEEDS
PREVIOUS ENTRY

ASTORIA COUNTY (S.W.)
REGISTRY OF DEEDS
PREVIOUS ENTRY

ASTORIA COUNTY
REGISTRY OF DEEDS
PREVIOUS ENTRY

ASTORIA COUNTY
REGISTRY OF DEEDS
PREVIOUS ENTRY

1047 495

We, the said grantors, being husband and wife,

release to the mortgagee all rights of dower, curtesy, homestead and other interests in the granted premises.

WITNESS our hands and common seal this 24th day of April in the year one thousand nine hundred and fifty-two.

Signed, sealed and delivered in presence of

Alfred Robert Cave
Gulf

Roland R. Dumas
Edna M. A. Dumas

Commonwealth of Massachusetts

District of New Bedford, April 24, 1952

Then personally appeared the above-named Roland R. Dumas and acknowledged the foregoing instrument to be his free act and deed.

Alfred Robert Cave
Notary Public

My commission expires 7/18 1958

April 24, 1952, at 10 o'clock and 15 minutes A. M.

STAMP: PLYMOUTH COUNTY MASSACHUSETTS REGISTER OF DEEDS

STAMP: PLYMOUTH COUNTY MASSACHUSETTS REGISTER OF DEEDS

STAMP: PLYMOUTH COUNTY MASSACHUSETTS REGISTER OF DEEDS

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STAMP: PLYMOUTH COUNTY MASSACHUSETTS REGISTER OF DEEDS

STAMP: PLYMOUTH COUNTY MASSACHUSETTS REGISTER OF DEEDS

1047 496

3195

WE, Joseph S. Rego and Mary Rego, husband and wife, of New Bedford,
Bristol County, Commonwealth of Massachusetts,

for consideration paid grant to the NEW BEDFORD FIVE CENTS SAVINGS BANK, a corporation established by authority
of the Commonwealth of Massachusetts and doing business at New Bedford in the County of Bristol in said Commonwealth,
with mortgage covenants to secure the payment of

FIVE HUNDRED (\$500) Dollars

in OUR note of even date, and also to secure the performance of all agreements herein contained, the land with the
buildings thereon situated in said New Bedford, bounded and described as follows:

BEGINNING at a point in the northerly line of Fruit
Street at land now or formerly of William Cooker;
thence NORTHEASTERLY in line of said Cooker land eighty
and 23/100(80.23) feet to land formerly of William Howarth, Jr;
thence SOUTHEASTERLY by said last named land forty-four
and 1/100 (44.01) feet to land now or formerly of Joseph Parker;
thence SOUTHWESTERLY by last named land eighty-two and
77/100 (82.77) feet to said northerly line of Fruit Street; and
thence NORTHWESTERLY by said northerly line of Fruit Street
forty-four (44) feet to the place of beginning.

Containing thirteen and 47/100 (13.47) square rods,
more or less.

Being the same premises conveyed to us by deed of
Georgina G. Sylvia dated Aug.1, 1946 and recorded in Bristol County
S.D.Registry of Deeds, book 919, page 49.

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

1137.303

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY (S.D.)
REGISTRY OF DEEDS
NEW BEDFORD

BRISTOL COUNTY
REGISTRY OF DEEDS
NEW BEDFORD

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 heretofore referred to, without first obtaining the consent in writing of the mortgagee; that all the policies of insurance upon the mortgaged premises may be held by said mortgagee; that the mortgagee may pay all charges and expenses for insurance; that upon a sale for breach of condition the mortgagee may surrender said policies and collect the return premium thereon instead of transferring them to the purchaser and shall hold the money arising from such surrender upon the same conditions as the money arising from the sale of the land; that from the money arising from said sale and the surrender of said policies the mortgagee in addition to all costs, charges and expenses of said sale and to the amount of insurance premiums and other expenses paid by it for which it has not been reimbursed by the mortgagor may retain a commission of one (1%) per centum of the purchase money for making said sale; to pay the mortgagee upon demand any amounts expended by it in the payment of any taxes, charges or assessments on the said premises or on the interest of the mortgagee thereon, or on the debt hereby secured or on the interest hereunder received, whether in the nature of taxes and assessments now in being or not, when the same may become due and payable, together with interest on amounts so expended; in case the mortgagor's loans or mortgages on real estate are not exempt from taxation on the amount of its deposits to pay said mortgagee the same percentage on the debt hereby secured as it shall from time to time be required to pay as taxes thereon.

ASTORIA COUNTY
REGISTER OF DEEDS
PROPERTY TAX

ASTORIA COUNTY (1920)
REGISTER OF DEEDS
PROPERTY TAX

ASTORIA COUNTY
REGISTER OF DEEDS
PROPERTY TAX

ASTORIA COUNTY (1920)
REGISTER OF DEEDS
PROPERTY TAX

ASTORIA COUNTY
REGISTER OF DEEDS
PROPERTY TAX

ASTORIA COUNTY (1920)
REGISTER OF DEEDS
PROPERTY TAX

ASTORIA COUNTY (1920)
REGISTER OF DEEDS
PROPERTY TAX

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
NEW BRITAIN

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
NEW BRITAIN

1047 498

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

WITNESS our hands and common seal this 24th day of
April in the year one thousand nine hundred and fifty-two.

Signed, sealed and delivered
in presence of

Virginia V. Amarel
Alfred Robert Case

✓ Mary Rego
Joseph S. Rego

Commonwealth of Massachusetts

Bristol, in the County of Bristol, State of Massachusetts, April 24 1952

Then personally appeared the above-named Joseph S. Rego
and acknowledged the foregoing instrument to be his free act and deed.

before me—

Alfred Robert Case
Notary Public

My commission expires

7/18 1958

April 24 1952, at 12 o'clock and 15 minutes P. M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
NEW BRITAIN

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
NEW BRITAIN

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
NEW BRITAIN

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
NEW BRITAIN

3185

1047 499

I, Elmer H. Snyder

of New Bedford

Bristol County, Massachusetts,

being unmarried, for consideration paid, grant to Rudolf H. Brenneke and Henry R. Davenport

of New Bedford.

with warranty hereunto

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

Beginning at a point in the east line of Shawmut Avenue formerly Chancery Street one hundred (100) feet south from its intersection with the south line of Parker Street; thence easterly in a line parallel with Parker Street one hundred one and 48/100 (101.48) feet; thence southerly forty-eight (48) feet; thence westerly one hundred and 75/100 (100.75) feet to the east line of Shawmut Avenue; and thence northerly in said line of Shawmut Avenue forty-eight (48) feet to the place of beginning.

Containing seventeen and 48/100 (17.48) square rods, more or less.

Being the same premises conveyed to me by deed of Ada G. Pasell et al, dated October 1, 1931, recorded with Bristol County (S.D.) Registry of Deeds, Book 706, Page 457.

Subject to taxes for 1952 which the grantees assume and agree to pay.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
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PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PREVENTED

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PLAINFIELD

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PLAINFIELD

1047 500

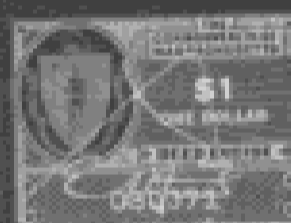
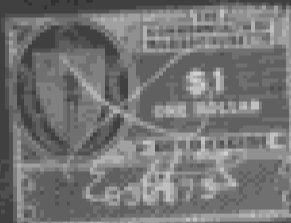
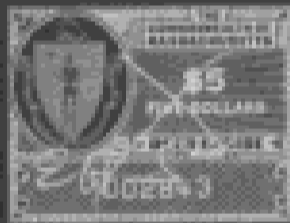
I, Evelyn H. Snyder

husband of said grantor,
wife

release to said grantee all rights of ~~ownership, tenancy~~ dower and homestead and other interests therein.

Witness our hand and seal this 24th day of April 1952

Evelyn H. Snyder
Elmer H. Snyder



The Commonwealth of Massachusetts

Bristol

April 24, 1952

Then personally appeared the above named Elmer H. Snyder

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

John B. Riddock
JOHN B. RIDDOCK
My commission expires September 19 1958

Received & recorded April 24 1952, at 10 hrs. & 30 min. A.M.

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PLAINFIELD

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PLAINFIELD

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PLAINFIELD

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PLAINFIELD

BRISTOL COUNTY MASSACHUSETTS
REGISTRY OF DEEDS
PLAINFIELD

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIEW ONLY

Commonwealth of Massachusetts.



COUNTY OF BRISTOL

Southern District—New Bedford

August 1 1952

This Volume of Records, Number 1047 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. Egan
Register.

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIEW ONLY

BRISTOL COUNTY MASS.
REGISTRY OF DEEDS
PREVIEW ONLY

1952

VOL. 1042