

WE, JAMES R. HINTON and DARIEL A. HINTON, husband and wife, both

of Mendon, Worcester County, Massachusetts

for consideration paid, grant to the

**Milford Federal Savings and Loan Association**

a United States corporation doing business at 246 Main Street, Milford, Worcester County, Massachusetts,  
with mortgage tenants to secure the payment of

-----THIRTY-ONE THOUSAND NINE HUNDRED----- (\$31,900.00 ) Dollars  
with interest thereon, as provided in our note of even date, and the observance and performance of all of  
the covenants and agreements of this mortgage and of said note:—

"A certain tract of land in Mendon, Worcester County, Massachusetts, as shown on a plan of Land of M & I Trucking Co., Howard Miller, et al, Mendon, Mass., July 26, 1972, Scale 100' to an inch, John R. Andrews, Jr., Surveyor, said plan recorded with Worcester District Registry of Deeds, Plan Book 367, Plan 57, and being more particularly bounded and described on said plan as follows:

Beginning at a point on the westerly side of Washington Street at the end of a stone wall, this being the northeasterly corner of the premises herein described:

- THENCE: S. 33° 38' E., 283.00 feet;
- THENCE: S. 36° 14' E., 79.89 feet;
- THENCE: S. 32° 14' E., 15.11 feet to other land of M & T Trucking; the last three courses being the westerly side of Washington Street;
- THENCE: S. 57° 48' W., 330.0 feet by land of M & T Trucking to a point;
- THENCE: N. 25° 30' 20" W., 437.01 feet by wall to a corner of walls;
- THENCE: N. 69° 42' E., 272.20 feet by wall and land formerly of Ames to the place of beginning.

Containing 133,880 square feet of land, more or less, according to said plan.

The above-described premises are conveyed subject to an easement granted for a powerline and any other easements or rights of way of record so long as they are in force and are applicable.

Meaning and intending to convey and hereby conveying the same and all the same premises as were conveyed to us by Deed of Alfio A. Rosati, dated August 12, 1974 to be recorded herewith, instrument # 29754.

*Book*  
*6606*  
*Page 153*  
*Certificate*  
*of Poss'n*  
*B. 6728*  
*P. 57*  
*Book 6728*  
*Page 58*  
*Deed of*  
*aff. Sale*  
*B. 6728*  
*Pages*  
*59+61*

Including as a part of the realty all portable or sectional buildings, stoves, ranges, heating apparatus, including all oil and gas burner equipment, plumbing, mantels, storm doors and windows, oil burners, gas 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. The Mortgagor covenants that no such item now on the premises is subject to a conditional sale agreement; and as to any such item hereafter upon the premises subject to a conditional sale agreement, the Mortgagor covenants to make all payments as they become due.

Whenever the words Mortgagor and Mortgagee are used herein they shall include their several heirs, executors, administrators, successors, grantees and assigns subject to the limitations of law and of this instrument, and if the context requires, the words Mortgagor and Mortgagee and the pronouns referring to them shall be construed as plural, neuter or feminine.

The Mortgagor covenants and agrees that he shall keep the buildings now or hereafter standing on the mortgaged premises insured against fire and (when required by the Mortgagee) also against other casualties and contingencies in sums satisfactory to and for the benefit of the Mortgagee.

The Mortgagor agrees and covenants to pay to the Mortgagee, on the payment dates of the note secured by this mortgage, in addition to the payments of principal and interest therein required, a monthly apportionment of the sum estimated by the Mortgagee to be sufficient to make payment of all municipal taxes, charges and assessments, and insurance premiums, upon the mortgaged property as they shall become due and any balance due for any of said payments shall be paid by the Mortgagor. The Mortgagee is hereby specifically authorized to pay when due, or at any time thereafter, all of said payments and to charge the same to the account of the Mortgagor.

The Mortgagor covenants and agrees to perform and observe all of the terms and conditions of the mortgage note secured by this mortgage, and further covenants and agrees to pay on demand to the Mortgagee, or the Mortgagee may at its option add to the principal balance then due, any sums advanced or paid by the Mortgagee on account of any default, of whatever nature, by the Mortgagor, or any sums advanced or paid, whether before or after default, for taxes, repairs, improvements, insurance on the mortgaged property or any other insurance pledged as collateral to secure the mortgage loan, or any sums paid by the Mortgagee, including reasonable attorney's fees, in prosecuting, defending, or intervening in any legal or equitable proceeding wherein any of the rights created by this mortgage are, in the sole judgment of the Association, jeopardized or in issue.

In the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured, and in the same manner as with the Mortgagor without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no foreclosure on the part of the Mortgagee and no extension, whether oral or in writing, of the time for the payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either in whole or in part.

This mortgage is upon the STATUTORY CONDITION, for any breach of which the Mortgagee shall have the STATUTORY POWER OF SALE.

Witness my hand and seal this <sup>twelfth</sup> ~~xxxx~~ day of August 1974

*James R. Hinton*  
*Daniel A. Hinton*



Commonwealth of Massachusetts

WORCESTER, ss.

August 12, 1974

Then personally appeared the above-named James R. Hinton and Daniel A. Hinton

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

*Alfred B. Cenedella, III*  
ALFRED B. CENEDELLA, III Notary Public  
My commission expires December 29, 1978

Recorded AUG 13 1974 at 12 h. 48 m. P.M.