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*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.

*Fifth.* In the event of default in any of the terms or conditions of this mortgage or of the note secured hereby any expense incurred by the mortgagee including attorney's fees, in connection with the bringing of proceedings for leave to foreclose said mortgage or the undertaking of such foreclosure proceedings shall be borne and paid by the mortgagor.

For any breach of the statutory condition or for any breach of any condition of this mortgage the Mortgagee shall have the statutory power of sale.

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

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

In case this loan is paid in full within one year from the date hereof, the Bank reserves the right to charge the unpaid balance of full year's interest thereon.

WITNESS our hand and seal this twenty-eighth day of October 1955.

*George F. O'Brien*  
*Grover A. Hensley*  
*Phyllis Hensley*

**The Commonwealth of Massachusetts**

Norfolk ss. Quincy, Mass., October 28, 19 55

Then personally appeared the above-named Grover A. Hensley and Phyllis Hensley

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

*George F. O'Brien*  
George F. O'Brien Notary Public - First of the Peace

My commission expires Aug 7 1961

Recorded Oct.31,1955 at 11h.21m.A.M.

**COMMONWEALTH OF MASSACHUSETTS**

**NORFOLK, SS.**

At a meeting of the County Commissioners for the County of Norfolk, held at Dedham, within and for said County, on the fourth day of October, 1955, by adjournment of their September meeting next preceding:-

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The petition of EDWARD J. DELANEY and others of WALPOLE

in said County, represents as follows:-

Commonwealth of Massachusetts

Norfolk, ss.

To the Honorable the County Commissioners of the County of Norfolk:

Respectfully represent your petitioners, inhabitants of the town of WALPOLE in said County, that common convenience and necessity require that the way known as ELM STREET, a public way in said town, be relocated between Station Street and the Medfield Town Line for the purpose of establishing the boundary lines of said way; making alteration in the course or width of said way and making repairs on said way.

Wherefore your petitioners pray that said way may be relocated within the limits above specified.

Dated October 7, 1954

Edward J. Delaney  
Janice Wilkins  
John J. Burke  
Charles W. Kemp  
Frederick F. Libby

\* \* \* \* \*

This petition was presented to the Commissioners and duly entered at a meeting of said Commissioners, held at Dedham, aforesaid on the nineteenth day of October, 1954, by adjournment of their September meeting next preceding: and the thirtieth day of November, 1954 and three o'clock in the afternoon at the Court House in said Dedham were appointed by said Commissioners as the time and place for commencing and proceeding to view the premises; and they thereupon caused a copy of said petition, and of order of notice thereon, to be served upon the Clerk of the Town of WALPOLE being the town within which such relocation of way was prayed for, fifteen days at least before the time appointed for said view: and also caused copies of an abstract of said petition and of said order of notice to be posted in two public places in said town: and to be published in the WALPOLE TIMES, a newspaper published in said County, said posting and publication having been seven days at least before the time appointed for said view, that all persons and corporations interested for or against said petition, might then and there appear and be heard if they saw fit.

And on the said thirtieth day of November, 1954, the Commissioners, Frederick A. Leavitt, Russell T. Bates and Clayton W. Nash met at the time and place specified in said order when and where the petitioners appeared and the Town of Walpole was represented by its Selectmen; and the said Commissioners then viewed the route and premises, and heard all persons and corpora-

See Vol. 34320384. ENTRY

Refer to Plan No. 1435-1442 - 1955 Pl. Burff 201.

tions interested; and no party interested objected; and thereupon the said Commissioners did adjudge that common convenience and necessity require that said way be relocated as prayed for in said petition.

And thence the same was continued and adjourned from time to time to a meeting of the Commissioners held at Dedham aforesaid on the sixth day of September, 1955, when and where upon the adjudication aforesaid, the Commissioners appointed the twenty-seventh day of September, 1955 and three o'clock in the afternoon at the Town Hall in WALPOLE as the time and place when they would proceed to and take such action in relation to said adjudication as by law they might be authorized to do.

And having given notice of such adjudication, and of the time and place appointed, and for the purpose aforesaid in the same manner as the notice and publication were given and made before first proceeding to view, the Commissioners, Russell T. Bates, Clayton W. Nash and Everett M. Bowker met at the time and place specified and then and there heard all persons and corporations interested, and said hearing was continued and adjourned from time to time to this meeting.

And now the Commissioners, Russell T. Bates, Clayton W. Nash and Everett M. Bowker, by courses and distance, metes and bounds, do relocate said ELM STREET as prayed for in said petition.

And the lines of said relocation of said ELM STREET are as follows:-

The northeasterly line begins at a stone bound which is on the Medfield-Walpole Town Line; thence S-41-31-20-E a distance of 471.95 ft. to a stone bound; thence by a curve to the right with a radius of 814.15 ft. a distance of 168.03 ft. to a stone bound; thence S-29-41-50-E a distance of 574.87 ft. to a stone bound; thence continuing on the same course a distance of 519.48 ft. to a stone bound; thence continuing on the same course a distance of 381.51 ft. to a stone bound; thence by a curve to the left with a radius of 1202.81 ft. a distance of 457.12 ft. to a stone bound; thence S-51-28-20-E a distance of 408.04 ft. to a stone bound; thence continuing on the same course a distance of 555.21 ft. to a stone bound; thence by a curve to the left

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with a radius of 1000.00 ft. a distance of 426.93 ft. to a stone bound; thence S-75-56-E a distance of 504.61 ft. to a stone bound; thence by a curve to the left with a radius of 2000.00 ft. a distance of 179.09 ft. to a stone bound; thence S-81-03-50-E a distance of 477.99 ft. to a stone bound; thence by a curve to the right with a radius of 1010.74 ft. a distance of 414.80 ft. to a stone bound; thence S-64-25-E a distance of 213.03 ft. to a stone bound; thence by a curve to the right with a radius of 673.81 ft. a distance of 175.42 ft. to a stone bound; thence S-49-30-E a distance of 285.87 ft. to a stone bound; thence by a curve to the right with a radius of 988.67 ft. a distance of 83.50 ft. to a stone bound; thence by a curve to the left with a radius of 41.01 ft. a distance of 67.50 ft. to a stone bound which is on the northwesterly line of Robbins Road; thence S-69-35-40-E a distance of 51.71 ft. to a stone bound which is on the south easterly line of Robbins Road; thence southeasterly by a curve

with a radius of 80.70 ft. a distance of 107.79 ft. to a stone bound; thence by a curve to the right with a radius of 988.67 ft. a distance of 283.95 ft. to a stone bound; thence S-24-54-50-E a distance of 182.69 ft. to a stone bound; thence by a curve to the left with a radius of 1000.00 ft. a distance of 220.06 ft. to a stone bound; thence S-37-31-20-E a distance of 123.01 ft. to a stone bound; thence by a curve to the left with a radius of 51.70 ft. a distance of 81.15 ft. to a stone bound which is on the northwesterly line of East Street as laid out by the Norfolk County Commissioners by Return dated April 16, 1935; thence S-21-21-30-E a distance of 52.04 ft. to a stone bound which is on the southeasterly line of East Street as laid out by the Norfolk County Commissioners by Return dated April 16, 1935; thence southeasterly by a curve with a radius of 26.50 ft. a distance of 47.66 ft. to a stone bound; thence S-50-30-E a distance of 89.47 ft. to a stone bound.

The southwesterly line begins at a stone bound which is on the Medfield-Walpole Town Line, said bound being S-1-02-37-E a distance of 174.54 ft. from the first bound on the northeasterly line as above described; thence southeasterly by a curve with

a radius of 1105.73 ft. a distance of 344.74 ft. to a stone bound; thence by a curve to the right with a radius of 754.15 ft. a distance of 155.65 ft. to a stone bound; thence S-29-41-50-E a distance of 413.64 ft. to a stone bound; thence by a curve to the right with a radius of 126.09 ft. a distance of 93.78 ft. to a stone bound which is on the westerly line of Elm Road; thence S-27-39-40-E a distance of 63.28 ft. to a stone bound which is on the easterly line of Elm Road; thence northeasterly by a curve with a radius of 20.02 ft. a distance of 49.20 ft. to a stone bound; thence S-29-41-50-E a distance of 519.48 ft. to a stone bound; thence continuing on the same course a distance of 129.10 ft. to a stone bound; thence by a curve to the right with a radius of 20.01 ft. a distance of 56.70 ft. to a stone bound which is on the easterly line of Elm Road; thence

S-29-17-20-E a distance of 128.97 ft. to a stone bound which is on the westerly line of Elm Road; thence S-29-41-50-E a distance of 260.16 ft. to a stone bound; thence S-51-28-20-E a distance of 758.74 ft. to a stone bound; thence continuing on the same course a distance of 555.21 ft. to a stone bound; thence by a curve to the left with a radius of 1060.00 ft. a distance of 452.54 ft. to a stone bound; thence S-75-56-E a distance of 504.61 ft. to a stone bound; thence by a curve to the left with a radius of 2060.00 ft. a distance of 184.46 ft. to a stone bound; thence S-81-03-50-E a distance of 477.99 ft. to a stone bound; thence by a curve to the right with a radius of 950.74 ft. a distance of 414.15 ft. to a stone bound; thence S-56-06-20-E a distance of 631.57 ft. to a stone bound; thence by a curve to the right with a radius of 928.67 ft. a distance of 505.57 ft. to a stone bound; thence S-24-54-50-E a distance of 182.69 ft. to a stone bound; thence by a curve to the left with a radius of 1060.00 ft. a distance of 233.26 ft. to a stone bound; thence S-37-31-20-E a distance of 158.10 ft. to a stone bound; thence by a curve to the left with a radius of 500.00 ft. a distance of 113.25 ft. to a stone bound; thence S-50-30-E a distance of 28.05 ft. to a stone bound; thence by a curve to the right with a radius of 100.00 ft. a distance of 66.44 ft. to a stone bound which is on the southwesterly line of Station Street, said bound

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being S-39-30-W a distance of 81.27 ft. from the last bound on the northeasterly line as above described.

The southwesterly line heretofore described, in general, is 60.00 ft. southwesterly from and parallel to the northeasterly line.

And the said Commissioners do hereby take for the purposes of a highway all the fee and rights incident to a public highway in the lands included within the lines of location here-

inbefore described, except that portion of land belonging to the New York, New Haven and Hartford Railroad Company which is considered their right of way, over which side lines are established; and the grade thereof is established all as shown upon a plan entitled "Plan and Profile showing the Relocation and Widening of a portion of Elm Street, Walpole between the Medfield-Walpole Town Line and Station Street, as made by the Norfolk County Commissioners by Return dated October 4, 1955. Horizontal Scale: 1 inch = 40 feet. Vertical Scale: 1 inch = 8 feet. Wallace S. Carson, County Engineer." and signed by "Russell T. Bates, Chairman" which plan is filed herewith and made a part of this Return in accordance with the provisions of Chapter 79 of the General Laws, and all acts and amendments thereof and in addition thereto.

And the said Commissioners do likewise further take all the easements in lands adjoining the location of said way as hereby established, consisting of the right to have the lands of said location protected by having the surface of the adjoining land slope from the lines of said location as indicated on said plan.

And permanent stone bounds will be erected at the termini and angles of said way relocated as aforesaid.

And it is determined by the Commissioners that all portions of the existing highway lying outside the lines herein established are hereby discontinued.

And it is determined by the Commissioners, that the Inhabitants of the Town of WALPOLE, do within five years from the date of this Return and Order complete said way in a thorough and workmanlike manner and to the acceptance of the County Commissioners.

The travelled part of said way shall be constructed not less than thirty (30) feet in width.

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Suitable sidewalks, gutters, culverts, retaining walls, fences and railings shall be constructed, wherever, in the opinion of the County Commissioners, they are needed, provided, however, no trees more than one and one half inches in diameter one foot above the ground shall be removed in the course of work done under this paragraph until the County Commissioners have been given notice of the intention to remove such trees and their assent thereto in writing has been given to the Inhabitants of the Town of WALPOLE.

And it is determined the the Commissioners that all the expense of making the relocation of way prescribed in this Return and Order including the expense of constructing said way, and all land and other damages and expenses incident thereto, be paid by the Inhabitants of the Town of WALPOLE.

And the Commissioners have heard the proprietors of lands and property, rights and interests, taken or affected by these proceedings, and have considered and estimated the damages sustained in the premises, having had regard to all the damages done to the parties respectively, whether by taking their property or injuring it in any manner, and having allowed by way of set off, the benefits, if any, to the property of said parties in the premises, and do estimate and determine the damages to be paid to said parties respectively, in the sums hereafter named; the same to be paid to said parties respectively by the Inhabitants of the Town of WALPOLE when the lands hereby taken and over which said way is hereby located, have been entered upon and possession take for the purpose of constructing said way.

<u>Pcl. No.</u>	<u>Owner</u>	<u>Approx. Sq. Ft. Taken</u>	<u>Tax Allowance</u>	<u>Award</u>
1.	Marjorie S. Dutton Mtg: First National Bank of Boston	16380	.41	10.00
1a.	James Y. Jamison et ux Mtg: Workingmen's Coopera- tive Bank	Slope easement	-	1.00

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1b.	Elmer F. Morse et ux Mtg: Norfolk County Trust Co.	Slope easement	-	1.00
1c.	Roger F. Turner et ux Mtg: Equitable Life Assurance Society of the United States	Slope easement	-	1.00
2.	Turner Trust, Roger F. Turner, Trustee	2110 Slope easement	.03	25.00
3.	Turner Trust, Roger F. Turner, Trustee	2590 Slope easement	.03	1.00
4.	John P. Ciallella et ux Mtg: Walpole Cooperative Bank	500 Slope easement	.14	75.00
5.	Michael Ciallella	760 Slope easement	.15	150.00
7.	Turner Trust, Roger F. Turner Trustee	2280 Slope easement	.03	50.00
7a.	Charles H. Wentworth Samuel R. Wentworth, Con- servator	Slope easement		1.00
8.	Town of Walpole	440 Slope easement	-	-
9.	Town of Walpole	480 Slope easement	-	-
10a.	The Kendall Company Ld. Ct. Cert. #21026, Bk. 106, P. 26	Slope easement	-	1.00
11.	The Kendall Company Ld. Ct. Cert. #14434, Bk. 73, P. 34	5 Slope easement	-	1.00
12.	Kendall Mills, Inc. Ld. Ct. Cert. #7694, Bk. 39, P. 94	1300 Slope easement	.21	1.00
13.	Town of Walpole Ld. Ct. Cert. #1694, B. 9, P. 1694	15490	-	-
14.	Kendall Mills Inc.	3830	2.24	1.00
15.	The New York, New Haven and Hartford Railroad Company Ld. Ct. Cert. #9388, Bk. 47, P. 188	229 Slope easement	.03	1.00
16.	Kendall Mills Inc. Ld. Ct. Cert. #7693, Bk. 39, P. 93 Mtg: The First National Bank of Boston and Olaf Olsen, Trustees	18780 Slope easement	1.15	1.00
10.	The Kendall Company	490 Slope easement	.04	1.00

<u>Pcl.</u> <u>No.</u>	<u>Owner</u>	<u>Approx.</u> <u>Sq. Ft.</u>	<u>Tax Al-</u> <u>lowance</u>	<u>Award</u>
16a.	Antonio J Lorusso Mtg: Franklin Savings Bank of the City of Boston Kendall Company, Lessee	Slope easement	-	1.00
16b.	Philip D. Rubini et al Mtg: Walpole Cooperative Bank	25 Slope easement	-	1.00



17.	Turner Street	50		
		Slope easement		
18.	Chester B. Rhoads et ux Mtg: Kendall Mills Credit Union	480	.11	25.00
		Slope easement		
19.	Mary Colbert	290	.07	15.00
		Slope easement		
20.	James J. Colbert et ux Mtg: Norwood Cooperative Bank	410	.12	200.00
		Slope easement		
21.	Amy I. Meyer Mtg: Walpole Cooperative Bank	920	.22	25.00
		Slope easement		
22.	Louis Cataldo et ux Mtg: Walpole Cooperative Bank	790	.19	25.00
		Slope easement		
23.	Charles E. Rafuse et ux Mtg: Walpole Cooperative Bank	310	.13	15.00
		Slope easement		
24.	Walpole Center Development Co.	350	.01	1.00
		Slope easement		
25.	Arthur J. Nolan et ux Mtg: Medfield Cooperative Bank	330	.19	75.00
		Slope easement		
26.	Charles F. Mahoney et ux Mtg: Natick Federal Savings and Loan Association	330	.24	75.00
		Slope easement		
27.	Walpole Center Development Co.	370	.05	1.00
		Slope easement		
28.	Florence A. Wentworth Mildred W. Grover, Conservator	4010	.23	500.00
		Slope easement		
29.	Florence A. Wentworth Mildred W. Grover, Conservator	3650	.02	35.00
		Slope easement		
30.	Elmer F. Morse	660	.01	1.00
		Slope easement		
31.	Frederick W. Hill et ux Mtg: Norfolk County Trust Company	19990	.57	10.00
		Slope easement		

Pcl. No.	Owner	Approx. Sq.Ft. Taken	Tax Allowance	Award
31a.	Harry F. Smith, Jr. et ux			1.00
		Slope easement		
31b.	Roland F. Michaud et ux Mtg: Norwood Cooperative Bank			1.00
		Slope easement		
31c.	Herbert D. Robinson et ux Mtg: Lewis Haner			1.00
		Slope easement		
31d.	Marjorie S. Dutton			1.00
		Slope easement		

TOTAL \$ 1331.00

And having heard the proprietors of lands and property, rights and interests, taken or affected by these proceedings, the Commissioners direct that all said proprietors shall have the right to take off their timber, wood and trees and to

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remove their buildings, structures, hedges, walls and fences from the lands so taken, at any time within two months from the date on which entry is made or possession taken for the purpose of constructing said way.

RUSSELL T. BATES

CLAYTON W. NASH

EVERETT M. BOWKER

COUNTY COMMISSIONERS

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS.

At a meeting of the County Commissioners, held at Dedham, on Tuesday, the fourth day of October, 1955, by adjournment of their June meeting next preceding:-

ORDERED: that the foregoing Return and Order be filed, accepted and recorded, and that an attested copy thereof be transmitted to the Clerk of the Town of WALPOLE within which the limits of said highway described therein lies, that the same may be recorded by said Clerk, within ten days, in the book of records kept in said town for that purpose.

RUSSELL T. BATES

CLAYTON W. NASH

EVERETT M. BOWKER

COUNTY COMMISSIONERS

A true copy

ATTEST: *Russell T. Bates*  
*ss' & Clerk*

Recorded Oct. 31, 1955 at 11h. 26m. A.M.

DUN HOWARD VOL 9436 P. 615

I, PETER N. GIACOMOZZI,

Weymouth, Norfolk County, Massachusetts,  
of ~~being~~ ~~married~~, for consideration paid, grant to ARTHUR F. CONSTANT AND ARLENE  
J. CONSTANT, husband and wife as tenants by the entirety,  
~~ss~~ both of Quincy in said County, with quitclaim covenants

the land in that part of Quincy, Norfolk County, Massachusetts known as Wollaston, and shown as Lot numbered 41 on a Plan entitled "Part of Section One Land of the ~~National~~ ~~Builders~~ Home, Quincy, Mass. Scale 40 feet to an inch, May 19, 1947, Ernest W. Branch, Inc., Civil Engineers," recorded with Norfolk Deeds, Book 2682, Page 479, being bounded and described as follows: