

3573

264

#438

Containing 6963 square feet and being the lot numbered 12 on a plan by Henry F. Bryant, Surveyor, dated January 16, 1911, and recorded with Norfolk Deeds, Plan Book 63, Plan 301B.

This conveyance is made subject to restrictions of record, if any, in so far as the same may now be in force and applicable.

together with all screens, doors, stoves, furnaces, heaters, heating equipment, plumbing, gas and electric fixtures and landlord and tenant fixtures now or hereafter in said premises.

The Mortgagor shall deposit with the Mortgagee the sum of at least one hundred three & 10/100 dollars on the fifteenth day of August 19 57 and on the fifteenth day of each and every month hereafter, which sums so deposited shall be applied by the Mortgagee as follows: (1) In payment of interest on the within mortgage; (2) any balance shall be applied in reduction of the principal of said mortgage. The Mortgagor shall further deposit with the Mortgagee on each interest date one-twelfth of the taxes assessed upon said premises for the current year estimated on the basis of the tax bill for the preceding year and in any event pay to the Mortgagee an amount sufficient to enable it to pay the taxes in full not later than October 31 in the year in which they are assessed. Mortgagor shall keep the buildings on the mortgaged premises insured in an amount satisfactory to the Mortgagee and shall cause all policies of insurance to be deposited with the Mortgagee, shall keep the buildings on said premises in the same condition as the same now are or may be put in, reasonable use only excepted, and on default shall on demand pay to the Mortgagee or its assigns all other sums it shall pay for taxes, charges, assessments, insurance and repairs (which Mortgagee is hereby authorized to pay and to make) which sums, if not paid, may be added to and collected in like manner as the principal debt hereby secured. In case of any sale under the power herein given, the Mortgagee and its assigns are hereby appointed the attorneys irrevocable for the Mortgagor and assigns to transfer to the purchaser all policies of insurance on the buildings covered by the within mortgage, Mortgagor hereby waiving all rights to return premiums.

If interest and principal is not paid within thirty days of the time in which it is due, or if there is any default in the conditions of the mortgage or the note secured hereby, the entire principal sum shall be forthwith due and payable at the option of the Mortgagee. If the principal sum is not paid at maturity, it shall not be afterwards tendered until the lapse of thirty days' written notice to Mortgagee or its assigns of the desire so to do, provided proceedings to foreclose this mortgage have not been begun.

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

I, ~~all rights of dower, courtesy, and homestead and other interests in the mortgaged premises~~ wife - husband - of said Mortgagor, release to the Mortgagee

WITNESS my hand and common seal this 11th day of July 19 57.

Mary E. MacDonald

Commonwealth of Massachusetts

Norfolk, ss, July 11, 19 57. Then personally appeared the above-named Mary E. MacDonald, free act and deed, before me, to be her

and acknowledged the foregoing instrument

Robert H. Stone
Notary Public

My commission expires March 21, 1958.

Recorded July 11, 1957 at 12h.38a.P.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 twenty-fifth day of June, 1957,

The petition of the BOARD OF SELECTMEN of the Town of BRAINTREE in said County, represents as follows:-

Commonwealth of Massachusetts

Norfolk, ss.

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

Under the provisions of Chapter 159, Sections 59 and 60 of the General Laws, as amended, the Board of Selectmen deem it necessary for the security and convenience of the public that an alteration should be made in connection with the crossing

Refer to Order No. 780-1957 B. C. D. 204.

of Pearl Street and the tracks of the New York, New Haven and Hartford Railroad Company in the Town of Braintree, and herewith respectfully petition your Board to prescribe the manner and limits within which said alteration shall be made in accordance with the above mentioned statute.

HARRISON T. SMILEY
CHESTER W. NELSON
FRED A. TENNEY

April 8, 1957

Board of Selectmen of
the Town of Braintree

* * * * *

This petition was presented to the Commissioners and duly entered at a meeting of said Commissioners, held at Dedham, aforesaid, on the sixteenth day of April, 1957; and the seventh day of May at three o'clock in the afternoon at the Court House in said Dedham were appointed by the 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 BRAintree, being the town within which such alteration of crossing was prayed for, fifteen days; and upon the New York, New Haven and Hartford Railroad Company fourteen 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 Braintree Observer, 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 seventh day of May, 1957, the Commissioners, Russell T. Bates, Clayton W. Nash and Everett M. Bowker, met at the time and place specified in said order, when and where the petitioners appeared and the Selectmen of the Town of Braintree were represented by John Q. Wentworth, Superintendent of Streets; and the New York, New Haven and Hartford Railroad Company was represented by Harry B. Bussing, Maintenance Engineer; and the said Commissioners heard all persons and corporations interested; and no party interested objected; and thereupon the said Commissioners did decide that the alteration of said crossing as prayed for in said petition is necessary.

And thence the same was continued and adjourned from time to time to this meeting.

3573
265

3573
266

And now the said Commissioners, in accordance with the provisions of General Laws, Chapter 159, Sections 59 and 60, do decide that said crossing be altered as prayed for in said petition, and do prescribe the manner and limits within which such alteration shall be made.

The northerly line begins at a stone bound on the northerly line of Pearl Street as laid out by the Norfolk County Commissioners by Return dated November 7, 1950; said bound being on the westerly line of the New York, New Haven and Hartford Railroad Company location; thence N-81-25-20-E a distance of 118.21 ft. to a stone bound which is on the easterly line of said railroad location.

The southerly line begins at a stone bound on the southerly line of Pearl Street as laid out by the Norfolk County Commissioners by Return dated November 7, 1950 which bound is on

the westerly line of the New York, New Haven and Hartford Railroad location and being a distance of 64.01 ft. on a curve with a radius of 2831.93 ft. from the first bound on the northerly line as above described; thence N-81-25-20-E a distance of 126.28 ft. to a stone bound which is on the easterly line of said railroad location, said bound being a distance of 61.67 ft. on a curve with a radius of 1896.27 ft. from the last bound on the northerly line as above described.

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

And the said Commissioners do hereby take for the purpose of a highway all the easements and rights incident to a public highway in the lands included within the lines of alteration hereinbefore described and the grade thereof is established all as shown upon a plan entitled "Plan and Profile showing Alteration of Railroad Crossing on Pearl Street, Braintree as made by the Norfolk County Commissioners., by Decision dated June 26, 1957. Horizontal Scale: 1 inch = 20 feet. Vertical Scale: 1 inch - 4 feet. Wallace S. Carson, County Engineer" and signed by Russell T. Bates, Chairman" which plan is filed herewith and made a part of this Decision in accordance with the provisions of Chapter 79 of the General Laws, and all acts and amendments thereof and in addition thereto.

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

The travelled part of said way shall be constructed not less than forty (40) feet in width and shall be of bituminous concrete construction and suitable sidewalks shall be constructed on either side of the travelled way of either concrete or asphalt material or both.

And the Commissioners further determine that proper measures shall be taken for the protection of the public which

will meet with the approval of the Department of Public Utilities.

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 benefit, 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.

Parcel Number	Owner	Approximate Sq. Ft. Taken	Award
1.	The New York, New Haven and Hartford Railroad Company Mtg: The Chase National Bank of the City of New York	6970	No award
2.	Robert J. Stalker Mtg: Quincy Trust Co.	350	1.00
			Tax Allowance 1.60

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 twenty-fifth day of June, 1957;

ORDERED, that the foregoing Decision be filed, accepted and recorded, and that an attested copy thereof be trans-

3573
268

mitted to the Clerk of the Town of Braintree, the Department of Public Utilities and the New York, New Haven and Hartford Railroad Company.

RUSSELL T. BATES

CLAYTON W. NASH

EVERETT M. BOWKER

COUNTY COMMISSIONERS

A true copy,

ATTEST: Willis A. Neal CLERK

Recorded July 11, 1957 at 12h.43m.P.M.

JANICE CONSTRUCTION CO., INC.

a corporation duly established under the laws of Massachusetts

and having its usual place of business at

Boston

Suffolk

County, Massachusetts, for consideration paid,

grants to

ROBERT T. NORTON, *sumamed*

of *Summed Suffolk County Massachusetts* with quitclaim covenants

~~Massachusetts~~

A certain parcel of land with the buildings thereon situated in Medfield, Massachusetts, shown as Lot #35, Charlesdale Road, on a plan entitled

"Subdivision of Land in Medfield, Mass. owned by Charlesdale Development, Inc. dated June 5, 1956, survey by MacCarthy Engineering Service, Inc.," recorded with Norfolk Registry of Deeds as Plan 737 of 1956, Plan book 202, bounded and described as follows:

NORTHWESTERLY: by said Charlesdale Road as shown on said plan one hundred twenty (120) feet;

NORTHEASTERLY: by Lot #34 as shown on said plan three hundred (300) feet;

SOUTHEASTERLY: by land now or late of Seaman one hundred twenty (120) feet;

SOUTHWESTERLY: By Lot #36 as shown on said plan three hundred (300) feet

Containing according to said plan 36,000 square feet more or less or however otherwise said premises may be measured, bounded and described.

Being a portion of the premises conveyed to the grantor by Deed of Charlesdale Development, Inc. dated June 13, 1956, recorded with Norfolk Deeds, Book 3478, Page 540.

Said premises are conveyed subject to and together with the right to use in common with all persons lawfully entitled thereto, said Charlesdale Road and all other roads and streets shown on said plan for all purposes for which streets or roads are now or may hereafter be commonly used in the Town of Medfield.

Said premises are also conveyed subject to and with the benefit of the terms of an Agreement dated November 15, 1956, recorded with said Deeds, Book 3522, Page 290.

In witness whereof, the said JANICE CONSTRUCTION CO., INC.

has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and

Address of owner is 35 Charlesdale Road Medfield.