

BK 569

Deed of Mortgage - Lumber

309

### Know All Men by These Presents

THAT We, Archille Roy and Albert S. Jean, both of Newmarket, in the County of Rockingham and State of New Hampshire,

for and in consideration of the sum of Three Hundred and Fifty Dollars  
to US in hand, before the delivery hereof, well and truly paid by Frank E Willey Sr., of said Newmarket,

the receipt whereof we do hereby acknowledge, have granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, convey and confirm unto the said Frank E Willey Sr., his

heirs and assigns forever

a certain tract or parcel of land containing twenty and one-half acres, more or less, situated in Durham, in the County of Strafford and State of New Hampshire, bounded and described as follows, viz: Beginning at a leaning, blazed, maple tree in the line of land of the heirs of Thomas J. Channell; thence Northerly, and bounded Westerly by a path-way to a corner at a line of blazed trees which starts by a steep ledge and runs Northeasterly and then Northerly to a big pine standing by an old fence; thence Easterly by said old fence to a corner; thence Southerly by said old fence and bounded Easterly by the Langley Pasture, so-called, to a stake and stones at the Southerly end of a division line as fixed by the survey of Arthur W. Dudley, C.E. made in 1926, and recorded with the Registry of Deeds of said Strafford County; thence by said division line Westerly and bounded Southerly by land formerly of Nathaniel Stevens to the point of beginning. The description of the premises herein conveyed follows the plan and survey thereof made by John H. Dudley, Surveyor, called "Woodland of Mrs. Mary H. Hanson" A.D. 1928. See deed of Onizeme J. Rousseau to Arthur C. Willey and Frank E. Willey dated November 29, 1930, and recorded in Strafford County Registry of Deeds Book 445, Page 350, and deed of Arthur C. Willey to Frank E. Willey Sr., dated April 6, 1946, and recorded in Strafford County Registry of Deeds, Book 534, Page 278.

This is the same property described in the deed of Frank E. Willey, Sr., to Archille Roy and Albert St. Jean dated this day.

(See over) jwh

TO HAVE AND TO HOLD the said granted premises, with all the privileges and appurtenances to the same belonging to him the said Frank E. Willey Sr.,

them and their only proper use and benefit forever. And we the said Archille Roy and Albert S. Jean and our heirs, executors and administrators, do hereby covenant, warrant and agree to and with the said Frank E. Willey Sr.,

heirs and assigns that until the delivery hereof we are the lawful owner of the said premises and are seized and possessed thereof in our own right in fee simple, and have full power and lawful authority to grant and convey the same in manner aforesaid; that the premises are free and clear from all and every incumbrance whatsoever except

and that we and our heirs, executors and administrators shall and will warrant and defend the same to the said Frank E. Willey Sr., and his heirs and assigns, against the lawful claims and demands of any person or persons whomsoever.

And I, Mary Roy, wife of the said Archille Roy, wife of the said and I, Blanche St. Jean, wife of the said Albert St. Jean, do hereby relinquish our right of dower in the before mentioned premises.

And we and each of us do hereby release, discharge and waive all such rights of exemption from attachment and levy, or sale on execution, and such other rights whatsoever in said premises, and in each and every part thereof, as our Family Homestead, as are reserved or secured to us, or either of us, by Chapter 214, Public Laws of the State of New Hampshire, or by any other statute or statutes of said State.

NEVERTHELESS, it is to be considered, and the condition of the foregoing deed is such, that if the said grantors, their

heirs, executors, and administrators, shall keep the said premises insured for the benefit of said grantor, in such sum and in such companies as he may approve, and seasonably pay and discharge all taxes that may be assessed on said premises, and shall well and truly pay unto the said Frank E. Willey Sr., his

the sum of Three Hundred and Fifty Dollars, agreeably to the provisions of their joint and several promissory note of even date herewith, for that amount, made payable to the said Frank E. Willey Sr., or order as follows; viz: One Hundred Dollars on the first day of November of each year, until the whole sum of Three Hundred and Fifty Dollars is paid, payment of One Hundred Dollars to be due on November 1, 1949,

then the foregoing Deed is to be void and of no effect; otherwise to remain in full force and virtue.

AND IT IS AGREED that on failure of performance of said conditions, the said grantees or his legal representatives or assigns may advertise said mortgaged premises for sale, by publication of notice in some newspaper printed at Dover in the County of Strafford, once a week for three successive weeks, the first publication of such notice to be not less than twenty-one days before the day of sale, and by serving a copy of said notice on the mortgagee or his representative in interest or by sending a copy of said notice by registered mail addressed to said mortgagee or his representative in interest at his last known address, or to said mortgagee or at least twenty-one days before said sale, and may sell the same by public auction on said premises or at the highest bidder; and his Deed thereof in pursuance of such sale, shall convey to the purchaser an indefeasible title to the same, discharged of all rights of redemption by the mortgagee or any other person claiming under them. And the mortgagee shall apply the proceeds of said sale in payment of said mortgage debt, and pay over the balance, if any, to the mortgagee, after deducting the expense of notice and sale.

IN WITNESS WHEREOF,  
April

we have hereunto set  
A. D. 1949

our hand and seal, this 29th

day of

Signed, sealed and delivered in the  
Presence of us:

Robert D. Rousseau  
Adelard Rousseau  
Robert D. Rousseau  
Adelard Rousseau

Archille Roy SEAL  
Mary J. Roy SEAL  
Albert St. Jean SEAL  
Blanche W. St. Jean SEAL

STATE OF NEW HAMPSHIRE,

STRAFFORD

SS. April 29th

A. D. 1949

Personally appeared the above named Archille Roy, Mary Roy, Albert St. Jean and Blanche St. Jean and acknowledged the foregoing instrument to be their

(NOTARIAL SEAL)

voluntary act and deed before me.

Notary Public

Witnessed 10:30 A.M. May 2, 1949.

Commission Expires Jan. 23, 1951

Examined by

Gene Moein V. V. V.

Register.

Handwritten notes in right margin:  
The indebtedness is satisfied, loaned by the mortgagee having been paid the mortgage is hereby discharged  
Recorded 1:30 PM May 11, 1952  
Frank E. Willey