

MORTGAGE DEED.

Jos. M. Brew S. Mathan
S. and Harvey S. Spence.

TO

THE

Phoenix Savings Bank.

Received for Record.
February 2nd. A. D. 1884 at
12:30 P. M.

Witness S. W. Griffin,
Town Clerk.

Fee Paid

To all Persons to whom these Presents shall come:
We the Wm. Spencer, Dan. S. Spencer and Jonathan S. Spencer
all of the County and County of Providence in the State of Rhode
Island and Harry S. Spencer of Warwick in the Coun-
ty of Kent

IN THE STATE OF RHODE ISLAND,

Send Greeting—Know Ye, THAT We the said John W. Dan. S. Jonathan
S. and Harry S. Spencer & Harry S. Spencer do here
for and in consideration of the sum of one hundred dollars

well and truly paid by the PHENIX SAVINGS BANK, a Corporation legally incorporated
and established, and transacting business in Phenix, in the Town of Warwick, in the State of Rhode Island,
the receipt whereof We do hereby acknowledge, and we are therewith fully satisfied,
contented and paid; and thereof, and of every part and parcel thereof, do exonerate, acquit and discharge
the said Phenix Savings Bank, and its successors, forever by these Presents: have given, granted, bar-
gained, sold, aliened, enfeoffed, conveyed and confirmed: and by these Presents do freely, fully and ab-
solutely give, grant, bargain, sell, aliene, enfeoffe, convey and confirm unto the said Phenix Savings Bank,
its Successors and Assigns, forever

A certain lot of land with the buildings and improvements
thereon situated in County in said County of Kent near the
Washington Station in the New York and New England Rail
Road formerly the Hartford Providence and Fishkill Rail
Road bounded and described as follows in beginning at
the Southwest corner thereof in the North of line of said
Rail Road from thence running Northwesterly to the high
way county three (73) feet to stake and thence then East-
erly a straight line (parallel with said North line of
said Rail Road) to a bound or point just fronting the West
erly from land now or formerly of Benjamin Thom Thom Smith
only..... in land now or formerly of Henry G. Whipple and for
a distance to the said Rail Road, then Westerly in said
Rail Road to the place of beginning bounded northwesterly and
easterly by land now or formerly of Henry G. Whipple, Southwesterly
by said Rail Road and Westerly by highway leading Northwesterly
to the Wm. Spencer Road together with all rights and privi-
leges thereto belonging or appertaining but excepting from the
above described premises such parts as have heretofore
been conveyed. The above granted premises being a part of the
premises conveyed to Wm. Spencer by deed from Henry G. Whipple
file dated the eighth day of August A. D. 1867 and recorded in
Book No 27 page 131 of the Records of Books of Real Estate in the
Town of Kent by reference to said deed being hereby read and hear-
ing from in witness whereof the grantor herein or heirs at law of said
Wm. Spencer and now bounded in the North by land now or formerly
of Allen Sillingsworth in the East by a distance in the South by a distance
between said land and said New York and New England Rail
Road and in the West by land now or formerly of Stephen
F. Richmond or his heirs likewise the same may be
bounded or described

TO HAVE AND TO HOLD, the said granted and bargained Premises, with all the appurtenances, privileges and commodities, to the same belonging, or in any wise appertaining to the said **Phenix Savings Bank**, its Successors and Assigns, to its and their only proper use, benefit and behoof, forever.

AND *the said* John M. Cum & Jonathan & and Harry for E. Spencer for
Heirs, Executors and Administrators, do covenant, promise and grant, to and with the said **Phenix Savings Bank**, its Successors and Assigns, that at and before the ensailing hereof *we are* lawfully seized the true, sole and lawful owner *of* the above bargained Premises, and *we are* goodly seized and possessed of the same, in *our* own proper right, as good, perfect and absolute estate of inheritance, in fee simple; and have in *us* good right, full power, and lawful authority, to grant, bargain, sell, convey and confirm the said bargained Premises, in manner as aforesaid. And that the said **Phenix Savings Bank**, its Successors and Assigns, shall and may from time to time, and at all times forever hereafter, by force and virtue of these Presents, lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy, the said demised and bargained Premises, with the appurtenances, and that free and clear and freely and clearly acquitted, exonerated and discharged of and from all and all manner of former or other gifts, grants, bargains, sales, leases, mortgages, wills, entails, jointures, dowries, judgments, executions and encumbrances, of what name or nature soever, that might in any measure or degree obstruct or make void this present Deed.

FURTHERMORE, *we* the said John M. Cum & Jonathan & and Harry
for Heirs, Executors and Administrators do covenant and engage the above demised Premises to the said **Phenix Savings Bank**, its Successors and Assigns, against the lawful claims or demand of any person or persons whatsoever, forever to warrant, secure and defend by these Presents, *And we* John M. Spencer wife of said John M. Spencer and Sarah D. Spencer wife of said John M. Spencer and Mary D. Spencer wife of said John M. Spencer *Spencer and Matilda M. Spencer wife of said Harry E. Spencer* in consideration of the sum paid as aforesaid, do hereby release and forever quitclaim unto the said **Phenix Savings Bank**, its Successors and Assigns, all *our* and *each of our* rights of dower in and to the aforegranted Premises.

PROVIDED NEVERTHELESS, that if *we* the said John M. Cum & Jonathan & and Harry & Spencer or her Heirs, Executors, Administrators, or Assigns, shall pay unto the said **Phenix Savings Bank**, its Successors or Assigns, the sum of six hundred (600) Dollars, in *one* year from the date hereof, with interest thereon at the rate of *six* per centum per annum, payable semi-annually in advance till said principal sum is paid whether at or after maturity, and all installments of said interest in arrear to carry interest at the rate aforesaid till paid, and shall also pay all taxes and assessments of every kind levied or assessed upon said Premises, then this Deed, as also, that certain promissory note bearing even date with these Presents, signed by *we* John M. Cum & Jonathan & and Harry & Spencer the said *John M. Spencer, Over & Spencer for all and* whereby for value received *we* do hereby promise to pay the said **Phenix Savings Bank** or order, the said sum with interest as aforesaid at the times aforesaid, shall be and become absolutely void to all intents and purposes whatsoever.

BUT, if default shall be made in the payment of the money above mentioned, or of said interest, at the times aforesaid, or of the taxes or assessments aforesaid as the same become payable, or of any or either of them, or of any part thereof; or if breach shall be made of the covenant for insurance hereinafter contained, then it shall be lawful for the said **Phenix Savings Bank**, its Successors or Assigns, to sell and dispose of together or in parcels, all and singular the Premises hereby granted or intended to be granted, or any part or parts thereof, and the benefit and equity of redemption of the said John M. Cum & Jonathan & and Harry & Spencer Heirs, Executors, Administrators and Assigns, therein, at Public Auction; and to bid or become the purchaser at any such sale; first giving notice of the time and place of sale by publishing the same at least once each week, for three successive weeks, in some newspaper printed in *the City of Providence*; and such sale or sales to be upon the premises sold or elsewhere as specified in such notice; with power to adjourn such sale from time to time; and in its or their own name or names, or as the Attorney or Attorneys of the said John M. Cum & Jonathan & and Harry & Spencer *John M. Spencer, Over & Spencer for all and Harry E. Spencer*

(for that purpose by these presents duly authorized and appointed, with full power of substitution and of revocation,) to make, execute, and deliver to the purchaser or purchasers thereof, a good and sufficient deed or deeds of the same in fee simple; and to receive the proceeds of such sale or sales, and from such proceeds to retain the said sum of six hundred Dollars, or the part thereof then remaining unpaid, and also the interest then due on the same, together with all expenses incident to such sale or sales, with the taxes, assessments, and premiums of insurance, if any, theretofore paid by said **Phenix Savings Bank**, its Successors or Assigns, upon said granted Premises—rendering and paying the surplus of said proceeds of sales, if any there be, over and above the amounts so to be retained as aforesaid, together with a true and particular account of such sale or sales, expenses and charges, to the said John M. Cum & Jonathan & and Harry & Spencer Heirs, Executors, Administrators or Assigns; which sale or sales, so to be made, shall forever be a perpetual bar both in law and equity, against the said John M. Cum & Jonathan & and Harry & Spencer Heirs and Assigns, and all persons claiming or to claim said Premises so sold, by, from or under them, or any of them.

AND FURTHERMORE, *We* the said Grantor *S*, for *herself* and for *her* Heirs, Executors, Administrators and Assigns, do hereby covenant with the said **Phenix Savings Bank**, its Successors, and Assigns, that Insurance against loss by fire shall be kept and maintained upon the Buildings on the Premises aforesaid, in such office or offices as the said Institution, its Successors or Assigns shall approve, in a sum not less than *ten hundred* Dollars, and that the Policy or Policies of such Insurance shall be assigned and transferred, or in case of loss made payable to the said **Phenix Savings Bank**, its Successors and Assigns, as collateral security hereto ; and in default thereof do hereby agree that the said **Phenix Savings Bank**, its Successors or Assigns, may effect such insurance in the name of the said Grantor, *or their* Heirs or Assigns, payable in case of loss, to said Institution, its Successors or Assigns, and the premium or premiums paid therefor shall be a further charge upon said granted Premises secured by these Presents.

IN TESTIMONY WHEREOF, *We* have herunto set *our* hand and seals this *twenty fifth* day of *February* in the year of our Lord, One Thousand Eight Hundred and *eighty four*.

Signed, sealed and delivered
in the presence of
Louey B. Horton

Emma A. Spencer

James S. Spencer

Lucia M. Spencer

Jacob M. Spencer
Wm. S. Spencer

Jonathan S. Spencer

David S. Spencer

Henry A. Spencer

Walter M. Spencer



STATE OF RHODE ISLAND

COUNTY OF *Providence*

IN the City of *Providence*

day of *February*

Ann S. Spencer and *Henry S. Spencer*

personally appeared before me and acknowledged the foregoing Instrument, by *them* signed to be their free and voluntary Act and Deed. ~~And they and there also personally appeared before me~~

wife of the said

and being

by me examined ~~privately~~, and apart from her said husband, she acknowledged the same instrument, then and there shown and explained to her by me, to be her free and voluntary act and deed, and declared to me that ~~she did not wish to retract the same.~~

John S. Spurred
Notary Public

The Phenix Savings Bank, having received full payment and satisfaction of the within Mortgage, recorded in the Records of *Cosventry* in *Real Estate Mortg* Book Number *579* Page *579, 581* does hereby cancel and discharge the same, and releases to *Jael M. Spencer & others their Heirs and Assigns*, all the title and interest of said Institution by virtue thereof, in and to the Estate therein described.

IN TESTIMONY WHEREOF, said Institution has caused these Presents to be signed and its Corporate Seal to be hereto affixed by the Treasurer thereof, duly authorized this *seventh* day of *June* A. D. 1896.

Signed and Sealed
in presence of
Althea

Phenix Savings Bank
W. S. Brown
Treasurer

The above discharge duly
recorded April 27th, 1896,
by W. W. Griffin
Treasurer
Cosventry, R.I.

See Paid

Received for Record
February 27th, A. S. 1884
12:30 P.M.
Witness, W. W. Griffin
Treasurer

Phenix Savings Bank.

THE
TO

J. W. & W. S. Ingraham
W. and Harry S. Spencer.

MORTGAGE DEED.

RECORDED *February 27th, 1884* in *Cosventry*
Mortgage Book No. *579* Page *580, 581 & 582.*

R. I., in Real Estate
Witness, *W. W. Griffin* *Treasurer*
Recorder of Deeds.