

K N O W A L L M E N B Y T H E S E P R E S E N T S

that we, Samuel C. Gale and his wife, Susan Damon Gale, of the City of Minneapolis, County of Hennepin and State of Minnesota, in consideration of the good will and affection which we bear to the Town of Holden, in the County of Worcester and Commonwealth of Massachusetts and for other sufficient consideration to us paid by said Town of Holden, the receipt whereof we do hereby acknowledge, do hereby G I V E, G R A N T, B A R G A I N, S E L L and C O N - V E Y to said Town of Holden, a certain tract of land situated in the center village of said Holden, being the same on which we have erected a stone Library and School building, known and designated by written inscription in tablet thereon, as "Damon Memorial" embracing one and three fourths acres more or less, and bounded on the southerly side by the public common in said village and the line of horse sheds: upon the Easterly side by the public highway; upon the Northerly and Westerly sides each, by the centre line of a stone-wall fence erected by us, laid in mortar, the foundations thereof being placed below frost, some portion of said fence being in part of stone posts and iron rails; meaning and intending to convey and hereby conveying that real estate in said Holden more particularly bounded, measured and described in the following mortgage and deeds, all recorded in Worcester District Registry of Deeds, that is to say: A mortgage from Cyrus Chenery to Joseph S. Farnham, dated May 15, 1862, recorded in Book 651, Page 459: a deed from Cyrus C. Davis to Samuel C. Gale dated March 22, 1886, recorded in Book 1220, folio 21: a deed from David F. Parmenter to Samuel C. Gale, dated December 28, 1885, recorded in Book 1220,

folio 29: a deed from Nancy J. Linsley to Samuel C. Gale, dated February 4, 1886, recorded in Book 1220, folio 27: a deed from Jemima W. Hall to Samuel C. Gale, dated March 5, 1886, and recorded in Book 1220 folio 25; a deed from Francis E. Davis to Samuel C. Gale dated May 18, 1886, and recorded in Book 1220 folio 24; a deed from David L. Davis to Samuel C. Gale dated February 9, 1886 and recorded in Book 1220, Page 22: a deed from Avery Davis and his wife Lydia G. Davis to Samuel C. Gale, dated May 31st 1888 and recorded in Book 1273, Page 412, or however otherwise said premises may be bounded, measured or described: together with said Memorial Building which we have erected thereon and all fixtures, furniture heating apparatus, bell, clock and all other property to us belonging, now therein, to have and to hold said estate and property to said town of Holden and its successors forever; in special trust, nevertheless for the uses, intents and purposes following, that is to say: In trust forever hereafter to keep and maintain therein under such reasonable rules and regulations as said town for the time being shall, from time to time, establish, a Free Public Library and Reading-room for the use and enjoyment of all the inhabitants for the time being of said town, and of such other persons as said town for the time being shall, by general rule or special permit allow to use the same: provided said town shall allow the parts of said building now specially adapted for school purposes to be kept and maintained for public school purposes and uses, under the direction of said town, until such time hereafter, if ever, as the same shall be needed for larger and broader uses and accommodation of said Library and Reading-rooms: provided however, that the school kept therein shall, at all times, be as high

in grade and character as that known for the time as High School under the law or custom of Massachusetts and shall be free to all the inhabitants of said town. This deed is made on condition and the further trust that said town shall annually appropriate out of its town money and expend in the purchase of new books periodicals, or other suitable works, to be placed in said library in said building, a sum not less than \$200, said annual appropriation and expenditure to begin not later than the year 1889: and that the town shall at all times, at its own expense, provide for keeping said building in thorough repair, the grounds connected therewith in neat and tastful order, with bed or beds of flowers thereon: shall pay all taxes on said premises if hereafter assessed or levied on the granted premises and keep said building constantly insured against fire, in a sum not less than \$10000, that being the sum for which same is now insured for five years, with premium paid, policies therefor being herewith delivered and assigned to said town: and shall also keep the said library, to which we have made donation, insured against fire in a reasonable sum in reliable insurance companies: and should said building or library be burned or otherwise impaired in whole or in part, by fire or other violence, said town shall rebuild and repair said building and restore said library, without unnecessary delay, to the same plan and condition substantially as before said destruction or impairment, to the end that they may both forever accomplish the several objects for which they are designed. This deed of gift is made upon the express condition that upon the failure of the grantee to carry out and perform all and singular the terms, conditions and stipulations mentioned in this deed, the title to the real estate herein conveyed

shall revert to the grantors and their heirs, upon their election to claim a forfeiture thereunder, expressed in written notice to the grantee and served upon the Town Treasurer then being.

The grantors herein reserve to themselves, severally, during their lives, and to their eldest lineal heir in perpetual succession visitatorial powers over this, their gift. Provided however, that said town shall elect and maintain a board of trustees for the care and management of this donation, in the manner provided by and with the powers and duties prescribed by the three hundred and fourth chapter of the acts of the year eighteen hundred and eighty eight of the Commonwealth of Massachusetts, and acts amendatory of and in addition thereto, so far as the same may not conflict with the terms of trust hereinbefore set forth, said chapter being entitled "An act concerning the election and the powers and duties of Trustees of Free Public Libraries, or of Free Public Libraries and Reading-rooms in towns" And we do covenant to **W A R R A N T** and **D E F E N D** said granted premises to said town of Holden upon the aforesaid conditions and trusts forever, against lawful claims of all persons whatsoever. And for the consideration aforesaid, said Susan Damon Gale does hereby release to the said town of Holden and its successors all her right, title and interest in and to both **D O W - E R** and **H O M E S T E A D** in said granted premises.

**I N W I T N E S S W H E R E O F**, we the said Samuel C. Gale and Susan Damon Gale, hereunto set our hands and seals on this 22nd day of August in the year of our Lord one thousand eight hundred and eighty eight.

In presence of

C. A. Eaton

Samuel C. Gale

(seal)

Alexander Campbell

Susan Damon Gale

(seal)

State of Minnesota

County of Hennepin ss. August 22nd A.D. 1888. Then personally appeared Samuel C. Gale, who executed the foregoing instrument, and acknowledged the same to be his free act and deed Before me,

Charles F. Fairfield, Notary Public, (seal)

Hennepin Co. Minn.

Rec'd Aug. 30th 1888 at 2h. 10m. P. M. Ent'd & Ex'd.

By Harvey B. Wilder Reg<sup>r</sup>.

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Worcester, ss. A true copy of record, recorded with Worcester District Deeds, Book 1280, Page 1.

Attest:-

Chester S. Bavis

Register.