

numbers refer to foot- notes

Indenture:

Henry F. Durant¹ with Wellesley College.

Recorded:

Nov. 7, 1873.

B'k. 448, p. 56.

THIS INDENTURE made and executed this thirty first day of October in the year of our Lord eighteen hundred and seventy-three by and between the Wellesley College a corporation established by law in the village of Wellesley in the town of Needham County of Norfolk and Commonwealth of Massachusetts, party of the first part, and Henry F. Durant of the same Wellesley, party of the second part, Witnesseth: The said Henry F. Durant in consideration of fifty thousand dollars to him paid and of the covenants of the party of the first part herein contained hath granted sold and conveyed and doth by these presents grant, bargain, sell and convey to the Wellesley College their successors and assigns forever the parcels of land situated in the aforesaid village of Wellesley in the town of Needham aforesaid, described as follows viz: the Wellesley College Buildings and the land adjacent to the same and all the lands and buildings which are now owned and occupied by said Durant as his homestead or are connected therewith; comprising the parcel of land² which is described in the deed from John S. Blatchford to said Durant dated May 29, 1855 and recorded in Norfolk Registry of Deeds in libro 236 folio 163 and in a deed³ from Francis A. Brooks to said Durant dated May 29, 1855, and recorded in Norfolk Registry of Deeds libro 236 folio 162. Also the parcel of land⁴ which is described in the deed from Eunice Smith to said Durant dated September 26, A.D. 1856 and recorded in said Registry libro 249 folio 234, and in the deed⁵ from Reuben Ware and others to said Durant which is dated September 5, 1859 and is recorded in said Registry libro 280 folio 4. Also the parcel of land⁶ which is described in the deed from William Carhart to said Durant dated September 18, 1862, and recorded in said Registry libro 309 folio 27. Also the parcels of land⁷ which are described in the deed from the

*Original of this deed
sent to Library Historical
Section 1-25-45*

City Of Boston to said Durant dated September 30, 1862, recorded in said Registry libro 309 folio 272, excepting from the two parcels described in the last mentioned deed two small lots sold from one of said parcels; one lot having been sold to Walter Evans⁸ and one to William Bennett.⁹ Also the parcel of land¹⁰ which is described in the deed from Henry Wood to said Durant which is dated September 30, 1862, and is recorded in said Registry libro 309 folio 152. Also the parcel of land which is described in the deed¹¹ from George H. Wood to said Durant which is dated December 15, A.D. 1862 and recorded in said Registry libro 312 folio 215. Also the parcel of land¹² which is described in the deed from Henry Wood to said Durant which is dated December 15, 1862 and recorded in said Registry libro 312 folio 214. Also the parcel of land¹³ which is described in the deed from Seth Dewing to said Durant which is dated May 28, 1868 and recorded in said Registry libro 368 folio 53. Also the parcel of land¹⁴ which is described in the deed from Gilbert H. Seagraves to said Durant dated August 27, 1868 and recorded in said Registry libro 372 folio 167. Also the parcel of land¹⁵ which is described in the deed from Charles B. Dana to said Durant which is dated March 6, A.D. 1869 and recorded in said Registry libro 376 folio 233. Also the parcel of land¹⁶ which is described in the deed from Solomon F. Smith to said Durant which is dated December 20, A.D. 1870 and recorded in said Registry of Deeds libro 420 folio 198, reference is to be made to the aforesaid deeds to said Durant for a full and particular description of the various parcels of land hereby conveyed. Also all the said Durants rights in and to Lake Waban and the waters thereof and the brooks which flow into and out of the same and the land¹⁷ under the brook which flows from Lake Waban, beginning at the west side of the highway bridge and continuing in a line twenty feet

beyond the dam across said brook with the right to maintain forever a dam across said brook and water wheels, pumps and hydraulic rams and to use so much of the banks on both sides of said brook as may be necessary for the dam, wheels, or hydraulic rams. TO HAVE AND TO HOLD the premises hereby conveyed with all the rights, easements and privileges there appertaining or belonging to the Wellesley College aforesaid, their successors and assigns forever upon the trusts and for the uses following: The property above described is conveyed for the purpose of maintaining thereof forever a college for the education of females and the property shall be used for that purpose only. The property aforesaid is conveyed and accepted upon the express condition and with the express covenant that the grantees and their successors shall not defeat or change the trusts and uses for which the premises are conveyed by any sale or alienation in any manner of any portion of the same and shall not lease nor make any agreement to lease any part thereof for any period longer than seven years but ~~of~~ all of said lands shall be appropriated to and used by the Wellesley College forever for the uses and trust aforesaid, The farm lands, pasture, woodlots, mowing fields as well as the pleasure grounds, and cultivated lands may be used for the convenience and benefit of the College and such changes and improvements in the cultivation may be made and such new buildings may be erected thereon for the purposes of the College as the trustees may think best. It is agreed and understood and this conveyance is made with this reservation that Mrs. Pauline A. Durant has and shall have the right during her natural life to use and occupy the dwelling house where she now lives, the greenhouses and the horse stable, near the same, together with all that portion of the land above described which is adjacent to said dwelling house and is bounded on the east by the

Sherborn Road, on the north by the southerly line of the avenue which leads from the entrance gate to the College on the west, by the ditch or drain, which leads from the meadow north of said Avenue to Lake Waban and on the south by Lake Waban and the brook which flows therefrom. The three barn buildings called the "cow barn" the "sheep barn" and the "tool barn" with the land under the same are not reserved to Mrs. Durant but are and are to be the property of Wellesley College and they have the right of way to pass to and from the same and to their convenient use and improvement.

The Wellesley College on their part and for themselves and their successors and assigns do accept of the above specified trusts, conditions, reservations and agreements and do covenant that they will hold the premises in good faith according to the provisions of this indenture and they will not and their successors shall not in any way or under any pretext violate, evade or avoid any of the covenants, trusts or uses mentioned in these presents.

IN WITNESS WHEREOF the said Henry F. Durant has here to set his hand and seal and the Wellesley College have caused these presents to be subscribed and their seal to be hereto affixed by Edward N. Kirk their President the day and year first above written.

Signed, sealed and delivered in) Henry F. Durant (seal)
presence of three erasures) Wellesley College by
being first made) Edw. N. Kirk Prest.
Wm. H. Furber to H. F. D. John G. Tappan) (seal)

Suffolk ss. Boston, October 31, 1873. Then personally appeared the above named Henry F. Durant and acknowledged the above instrument to be his free act and deed, before me, Wm. H. Furber Justice of the Peace.

NOTES.

1. It will be noticed that Mrs. Durant did not join in this deed. Her right of dower etc. was released in a subsequent deed to Wellesley College. See page 180.
2. Lot 1, see page 11.
3. Lot 1, see page 11.
4. Lot 2, see page 18.
5. Lot 2, see page 18.
6. Lot 3, see page 26.
7. Lot 5, and Lot 6, see pages 42 & 41.
8. See page 37.
9. See page 36.
10. Lot 4, see page 34.
11. This deed is merely a confirmatory deed covering Lots 4 and 7. See page 44.
12. Lot 7, see page 52.
13. The parcel of land which is described in the deed from Seth Dewing to Henry F. Durant, dated May 28, 1868 and recorded libro 368, folio 53, is not now owned by Wellesley College. It was conveyed by Wellesley College to I. P. Shaw in 1906, by deed dated August 22, 1906. recorded book 1035, page 404, the title having first been registered. See Land Court case no. 28A. See also Norfolk Deeds, book 1035, page 103, for vote and decree.
14. Lot 8, see page 56.
15. Lot 9, see page 62.
16. Lot 10, see page 68.
17. "The land under the brook which flows out of Lake Waban" includes part of Lot 12, for title of which see Part Second, page 94. This portion of Lot 12 which is included in the present Indenture would seem to be subject to no life interest of Mrs. Durant, whether arising under this Indenture, under the will of Henry F. Durant, or by way of dower. See will of Henry F. Durant, page 126. See release of dower, page 180.

LOT 10.

Outline of title from 1872 to 1873.

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|----|--|--|--------------------------|
| 1. | Warranty Deed.
Rec'd. Mar. 11, 1872.
B'k. 420, p. 198. | Solomon F. Smith
to
Henry F. Durant |) See page 67.
)
) |
| 2. | Indenture.
Rec'd. Nov. 7, 1873.
B'k. 448, p. 56. | Henry F. Durant
with
Wellesley College |) See page 73.
)
) |

For outline of title from 1873 to date, see page 74.

See also, for deeds since 1873, affecting the title of Lot 10, pages 141, 173, 180,