

# Assignment of Mortgage

The Prudential Trust Company, the mortgagee under the debt secured by the foregoing mortgage, and assigns the rights of said party to the Prudential Trust Company, its successors and assigns forever, the intention being to convey an absolute title in fee to said premises. And the said parties of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever. Provided, however, that in the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of Four Thousand and no/100 Dollars, on the first day of March A.D. 1917, with interest thereon at the rate of 5 per cent per annum, payable on the first day of March in each year, together, with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note bearing even date herewith, executed by the said John P. Prim and Mary Prim, husband and wife and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of said party of the first part, otherwise to remain in full force and effect. And the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage. And the said party of the first part do further covenant and agree until the debt hereby secured is full satisfied, to pay all legal taxes and assessments levied under the laws of the state of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$1100. in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof.

This release was written on the original mortgage.

entered this day of 1916

James A. Cook  
Notary Public  
Deputy

in the County of Douglas and State of Kansas, to wit: The North half (N $\frac{1}{2}$ ) of the southwest quarter (SW $\frac{1}{4}$ ) of section twenty-eight (28), township fourteen (14), range eighteen (18) and the east half (E $\frac{1}{2}$ ) and the northwest quarter (NW $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of section five (5) township fifteen (15) range eighteen (18) all lying east of the 6th P.M., and containing two hundred acres more or less in the county and state aforesaid, according to the government survey thereof, To have and to hold the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever, the intention being to convey an absolute title in fee to said premises. And the said parties of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever. Provided, however, that in the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of Four Thousand and no/100 Dollars, on the first day of March A.D. 1917, with interest thereon at the rate of 5 per cent per annum, payable on the first day of March in each year, together, with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note bearing even date herewith, executed by the said John P. Prim and Mary Prim, husband and wife and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of said party of the first part, otherwise to remain in full force and effect. And the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage. And the said party of the first part do further covenant and agree until the debt hereby secured is full satisfied, to pay all legal taxes and assessments levied under the laws of the state of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$1100. in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof.

And it is agreed by said first parties that the party of the second part, its successors or assigns, may make any payment necessary to remove or extinguish