

ASSIGNMENT.

The following is endorsed on the original instrument, Mortgage Book 63 Page 570.

Know All Men By These Presents, That Eliza Ice of Denver County, in the State of Colo., the within named mortgagee, in consideration of one \$1.00 Dollars to --- in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign transfer set over and convey unto Thomas Ice heirs, and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims hereby secured and covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagee has herein set her hand this 29th day of Aug. 1928

Executed in presence of
Robert Webb
Witness to her mark
State of Colo :
:SS
Denver County :

Eliza Ice X Her Mark

Be it Remembered, That on this 29th day of Aug A.D. 1928 before me, George M. Frederick, a Notary Public in and for said County and State, came Eliza Ice to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In Witness Whereof, I have herunto subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal

George M. Frederick, Notary Public.

My Commission expires Sep 21 1930.

Recorded May 16th, 1930 A. D. at 5:00 P. M.

George M. Frederick
Register of Deeds.

MORTGAGE

THIS INDENTURE, Made this 1st day of May A. D. 1930 by and between Walter Bradford and Alice Bradford, his wife of the County of Douglas and State of Kansas, party of the first part, and The Pioneer Mortgage Company, a corporation organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Three Thousand and No/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit: A tract of land beginning at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section Five (5) Township Thirteen (13), Range Twenty (20), thence running West Seventy (70) rods, thence North Eighty (80) rods, thence East Thirty Five (35) rods, thence South Twenty Four (24) rods, thence East Thirty Five (35) rods, thence South Fifty Six (56) rods to the place of beginning; Also beginning Twenty (20) rods West of the center of said Section Five (5), thence running South Twenty Four (24) rods thence West Fifteen (15) rods, thence North Twenty Four (24) rods, thence East Fifteen (15) rods to the place of beginning; All East of the Sixth Principal Meridian and containing in all, Thirty Two (32) Acres, more or less

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances therunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns forever, against the lawful claims of all persons whomsoever,

PROVIDED, Always, and these presents are upon the following agreements covenants and conditions, to-wit:

FIRST. That the party of the first part is justly indebted to the party of the second part in the sum of Three Thousand and No/100 Dollars, according to the terms of one certain mortgage note of even date herewith, executed by said party of the first part, in consideration of the actual loan of the said sum, and payable to the order of the said party of the second part with interest thereon at the rate of six per cent per annum, payable on the first day of June and December in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the office of The Pioneer Mortgage Company, in Topeka, Kansas, and all of said notes bearing ten per cent interest after maturity.

SECOND. That the party of the first part agrees to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of \$3000.00 in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said party of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in re-building.

THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure, and if suit shall be filed for the foreclosure of this mortgage, may have the abstract of title extended from the date of record of this mortgage to the date of filing such foreclosure suit, at the expense of the party of the first part; and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage and may be recovered with interest at ten per cent in any suit for the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

Rep. No. 887
Fee Paid \$7.50

This Assignment was made May 28, 1930 Page 101