

- 7. All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto, respectively.
- 8. All payments made under the provisions of this mortgage or the note hereby secured which may be construed as interest shall not, in the aggregate over the term hereof, exceed the rate that may now be lawfully contracted for in writing.
- 9. Any award of damages under condemnation for injury to, or taking of, any part or all of said property is hereby assigned to Mortgagee with authority to apply or release the moneys received, as above provided for insurance loss proceeds.

IN WITNESS WHEREOF, said Mortgagor s have hereunto set their hands the day and year first above written.

John C. Frye

 John C. Frye

Ruth H. Frye

 Ruth H. Frye

STATE OF KANSAS
 DOUGLAS County. } ss.

Be it remembered that on this 15th day of December A. D. 1952 before the undersigned, E. B. Martin, a notary public in and for the county and state aforesaid, duly commissioned and qualified, personally came John C. Frye and Ruth H. Frye, his wife,

who are personally known to me and known to me to be the same person who executed the foregoing instrument of writing as Mortgagor s, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written.



My commission expires September 17, 1953.

E. B. Martin

 Notary Public.