

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.

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

*Kenneth H. Hornberger*  
Kenneth H. Hornberger

*Darlene L. Hornberger*  
Darlene L. Hornberger

STATE OF KANSAS,

Douglas

County.

ss.

Be it remembered that on this 15th day of August, A. D. 1954, before the undersigned ~~Kenneth H. Hornberger~~ Howard Wiseman, a notary public in and for the county and state aforesaid, duly commissioned and qualified, personally came Kenneth H. Hornberger and Darlene L. Hornberger, his wife,

who are personally known to me and known to me to be the same persons 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 March 18th, 1958.

*Howard Wiseman*  
Howard Wiseman  
Notary Public.

Recorded August 27, 1954 at 10:40 A.M.

*Harold R. Beck* Register of Deeds