

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 Mortgagors have hereunto set their hands the day and year first above written.

Paul E. Rogers
Paul E. Rogers

Mary Frances Rogers
Mary Frances Rogers

STATE OF KANSAS,

DOUGLAS

County.

ss.

Be it remembered that on this 20 day of September A. D. 1956, before the undersigned *Vivian J. Moon* a notary public in and for the county and state aforesaid, duly commissioned and qualified, personally came

Paul E. Rogers and Mary Frances Rogers, 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 Mortgagors, 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 13, 1958.

Vivian J. Moon
Notary Public.