

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

Roger L. Phillips
 Roger L. Phillips

Betty Jolly Phillips
 Betty Jolly Phillips

STATE OF IOWA** Iowa

Polk

County.

ss.

Be it remembered that on this 28 day of February A. D. 19 58 ,
 before the undersigned Margaret W. Johnson
 a notary public in and for the county and state aforesaid, duly commissioned and qualified, personally came

Roger L. Phillips and Betty Jolly Phillips, 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 July

, 19 60 .

Margaret W. Johnson
 Notary Public.
 Margaret W. Johnson



Recorded March 11, 1958 at 11:33 A.M.

Wendell A. Beck

Register of Deeds