394

7. All Mortgagars 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, sold Mortgogor s have and year first above written.

A. Saliy

hereunto set their hands the day

Russell B. Mesler

Les E. mesles Jenny Lea E. Mesler

Recorded June 2, 1958 at 2:10 P.M.

(JORTHON)

UBLACE

0011

STATE OF KANSAS

Be it rema

TYN.

mbered that on this

23

January 7

doy.of Ethel High

a notary public in and for the county and state aforesaid, duly commissioned and qualified, personally come Russell B. Mesler and Jenny Lea E. Mesler, his wife,

who are personally known to me and known to me to be the same person a who executed the foregoing retrumped at writing as Mortgogors , and such person a duly acknowledged the execution of the same :

1,1961

TREFT, I have hereunto set my hand and affixed my official seal the day and year

May

Sthel High Nogary Public.

Harold A. Beck, Register of Deeds By Muric Wilson, Deputy

A. D. 19 58 .