delivered upon the following conditions to wit:
First; Said Newton W. McCandless and Hattie E. McCandless are justly indebted unto the said party of the second part in the principal sum of Fifteen Hundred Dollars lawful money of the United States of America being for a loan thereof made by the said Newton W. McCandless and Hattie E. McCandless and payable according to the tenor and effect of a certain second mortgage real estate note numbered — executed and delivered by the said — bearing date October first 1882 and payable to the order of the said Henry Hughs three years after date at J. L. Hughs residence with interest thereon from date until maturity at the rate of 10 per cent per annum payable annually on the first days of October in each year and 10 per cent per annum after maturity the installments of interest being further evidenced by three coupons attached to said principal note and of even date therewith and payable to the order of said Henry Hughes at J. L. Hughes residence.

Second, Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due and if not so paid the party of the second part or the legal holder or holders of this mortgage may without notice declare the whole sum of money herein secured due and payable at once or may elect to pay such taxes and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage and collected in the same manner as the principal debt hereby secured with interest thereon at the rate of 10 per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes assessments or insurance premiums or not it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed and shall be entitled to immediate possession of the premises and the rents issues and profits thereof.

Fifth Said parties of the first part agree that if the makers of said note shall fail to pay or cause to be paid any part of said money either principal or interest according to the tenor and effect of said note and coupons when the same becomes due or to conform or comply with any of the foregoing conditions or agreements the whole sum of money hereby secured shall at the option of the legal holder or holders hereof become due and payable at once without notice. And the said parties of the first part for and in consideration do hereby expressly waive an appraisement of said real estate and all benefit of Homestead Exemption & Stay laws of the State of Kansas. The foregoing conditions being performed this conveyance to be void otherwise of full force