Forever, against the lawful claims of all persons whatsoever—

Provided always, And this instrument is made, executed and delivered upon the following conditions, to wit:

First: Said Frederick W. Apitz and Mary E. Apitz are justly indebted unto the said party of the second part in the principal sum of one thousand Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said Parties of the first part and payable according to the tenor and effect of a certain First Mortgage Real Estate Note, numbered Three executed and delivered by the said Frederick W. Apitz and Mary E. Apitz and bearing date 30th January 1886 and payable to the order of the said Jane E. Simpson Two years after date, at The Douglas County Bank in Lawrence Kansas with interest thereon from date until maturity, at the rate of Eight percent. per annum, payable semiannually, on the 30th days of January and July in each year, and 12 per cent. per annum after maturity, the installments of interest being further evidenced by Four coupons attached to said principal note, and of even date therewith, and payable to the order of said Jane E. Simpson at said Douglas County Bank

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 insurance premiums for the amount of insurance hereinafter specified; and if not so paid, the said 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, assessments and insurance premiums; and the amount so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same