lawful claims of all persons whomsoever.

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

First: Said party of the first part is 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 party of the second part to the said party of the first part, and payable according to the tenor and effect of a certain First Mortgage Real Estate Note, dated the First day of October A.D. 1886 numbered 4471 executed and delivered by the said party of the first part, five years after date, at the office of the National Loan and Trust Company, in Topeka, Kansas, with exchange on New York, with interest thereon from date until maturity, at the rate of seven per cent. per annum payable semi-annually, on the First days of April and October in each year, and twelve per cent. per annum after maturity, the instalments of interest being further evidenced by ten coupons attached to said principal note, and of even date therewith, and payable to the order of said party of the second part, at the same place, with exchange on New York.

Second: Said party of the first part hereby agrees to pay all taxes and assessments levied upon said premises, and insurance premiums for the amount of insurance hereinafter specified, when the same are due; and if not so paid, the party of the second part, or the legal holder 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 manner as the principal debt hereby secured, with interest thereon at the rate of twelve per cent. per annum. But whether the legal holder of this mortgage elect to pay such taxes, assessments or insurance premiums or not, it is distinctly understood that the legal holder hereof may immediately cause this mortgage to be foreclosed.

Third: Said party of the first part hereby promises and agrees that all buildings, fences and other improvements upon said premises shall be kept in as good repair and condition as the same are in at this date, and that no waste shall be committed on said premises until the debt hereby secured is fully paid.

Fourth: Said party of the first part hereby agree to procure and maintain polices of fire insurance on the buildings which now are or may hereafter be erected upon the above described premises