the lawful claims of all persons whomsoever

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

First: Said J. B. Parnham and R. A. Parnham are justly indebted unto the said party of the second part in the principal sum of One thousand and five hundred ($1500) Dollars, lawful money of the United States of America, being for a loan thereof made by the said parties of the second part to the said J. B. Parnham and R. A. Parnham and payable according to the tenor and effect of One certain First Mortgage Real Estate Note, numbered One executed and delivered by the said J. B. Parnham and R. A. Parnham bearing date June 12" 1891 and payable to the order of the said Joseph J. Cox Three years after date at Merchants National Bank Lawrence Kansas with interest thereon from date until maturity at the rate of 8 per cent per annum, payable semi-annually, on the 12" days of June and December in each year, and 10 per cent per annum, after maturity, the installments of interest being further evidenced by Six coupons attached to said principal note, and of even date therewith, and payable to the order of said Joseph J. Cox at Merchants National Bank Lawrence Kansas.

Second: Said parties of the first part hereby agrees 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 manner as the principal debt hereby secured, with interest thereon at the rate of 8 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.

Third: Said parties of the first part hereby agrees to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth: Said parties of the first part hereby agrees to procure and maintain policies of insurance on the buildings erected and to be erected upon above described premises, in some responsible insurance company, to