

against 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 parties are jointly
 indebted unto the said party of the second part in the principal
 sum of Four 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 one certain First Mortgage
 Real Estate note, executed and delivered by the said parties of
 the first part bearing date August 8th 1902 payable to the
 order of the said J. H. Mitchell. Five years after date at the
 Lawrence National Bank with interest thereon from date until maturity
 at the rate of 6% per cent. per annum, payable semi-annually, on
 the 8th days of February and August in each year, and 7 per
 cent, per annum after maturity, the installments 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
 J. H. Mitchell at The Lawrence National 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
 hereafter 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 6 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 agree 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 agree to procure and maintain policies