

And mortgagor does further covenant and agree that in case of default in payment of said principal sum of money, or of any amortization installment thereof, or of interest thereon, or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter, during the continuance of such default, mortgagee may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon mortgagee shall be entitled to the immediate possession of said premises, and the appointment of a receiver, as above provided, and may proceed to foreclose this mortgage; and in case of foreclosure, such sum as may be lawful shall be allowed by the court for attorney's fee and be included in the judgment or decree. It is further covenanted and agreed that in case of default in the payment of any one, or more, of the amortization installments provided for in said note, or in case of the payment by the party of the second part as provided for herein, of taxes, insurance premiums, or special assessments of any nature, then in that event, the party of the second part may institute foreclosure proceedings on account of, and for such sums as are in default, and such foreclosure proceedings may be had, and the land may be sold thereunder, subject to the unpaid balance of the principal indebtedness hereby secured; and this mortgage shall continue as a lien for the security of the payment of the unpaid balance of the principal, notwithstanding such foreclosure; and in case of foreclosure for delinquency such sum as may be lawful shall be allowed by the court for attorney's fee and be included in the judgment or decree.

The words "mortgagor" and "mortgagee" as used herein include the plurals and also successors in interest, such as heirs, executors, administrators, grantees, successors and assigns. In addition to the provisions herein, Exhibit A herewith attached is made a part of the provisions of this mortgage.

Dated this 18th day of February 1948.

In presence of

*Joseph Ralph Bing*  
*Mary Louise Bing*

#### Exhibit A

The mortgagor further covenants and agrees that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, a sum equal to the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor, divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said premiums, taxes and special assessments.

STATE OF KANSAS  
County of SEDGWICK

On this 23rd day of February, A. D. 1948.

before me *B. H. Miller* a Notary Public in and for the County of Sedgwick

State of Kansas personally appeared Joseph Ralph Bing and Mary Louise Bing, Husband and Wife, each in his and her own right

to me personally known to be the identical persons named in and who executed the foregoing instrument, as grantor and acknowledged said instrument and the execution thereof, to be their voluntary act and deed, for the purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.



*B. H. Miller*  
Notary Public in and for Sedgwick County, State of Kansas

Recorded March 24, 1948 at 11:55 A. M.

*Howard A. Beck* Register of Deeds