Ninth. The said parties of the first part agree that if the makers of said note shall fail to pay any of said money either principal or interest within thirty days after the same becomes due or to conform or comply with any of the foregoing covenants the whole sum of money herein secured shall forthwith become due and payable and this mortgage may thereupon be foreclosed immediately for the whole of said money interests and costs and said party of the second part or any legal holder thereof shall at once upon the filing of a bill for the foreclosure of this mortgage be forthwith entitled to the immediate possession of the above described premises and may at once take possession and receive and collect the rents issues and profits thereof and do further agree that the contract embodied in this mortgage and note secured hereby shall in all respects be governed construed and adjudged according to the laws of Washington Territory where the same is made and it is hereby further agreed that in any action brought for any amount due and unpaid upon said note or by virtue of any of the provisions of this mortgage or to enforce the same the party of the second part or assigns shall be entitled to and may recover from the parties of the first part an attorneys fee of twenty per cent. of the entire amount due which shall become immediately due and payable upon the filing of a bill for the foreclosure of this mortgage and such attorneys fee together with interest thereon at twelve (12) per cent per annum after judgment rendered therefor shall be an additional lien upon said mortgaged property and shall be included in any judgment rendered in any action aforesaid and collected and the lien thereof enforced in the same manner as the principal debt hereby secured. The foregoing covenants being performed this conveyance to be void; otherwise to