

sum from date until paid according to the terms and conditions of a certain promissory note bearing even date with this mortgage made by H. Allen and Mary A. Allen payable in one year to the order of E. J. Healey and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default be made in the payment of the principal or interest of said promissory note or any part thereof, when the same shall become due and payable according to the terms and conditions thereof, then the said party of the second part, his executors, administrators and assigns, are hereby empowered to sell the said premises, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, to retain the whole of said principal and interest, whether the same shall be then due or not, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part their heirs or assigns. And in any suit or other proceeding that may be had for the recovery of said principal sum and interest, on either said note or this Mortgage, it shall and may be lawful for the said party of the second part his heirs, executors, administrators or assigns, to include in the judgment that may be recovered counsel fees and charges of attorney and counsel employed in such foreclosure suit, the sum of Fifty Dollars in gold coin (or in case of settlement or payment being made after suit has been commenced, and before the final decree has been entered thereon, an attorney fee of Twenty Dollars in gold coin shall be taxed as part of the cost in such suit,) as well as all payments that the said party of the second part his heirs, executors, administrators or assigns may be obliged to make for his or