date to the Order of B. Bennett 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 either the principal or interest of said note, or any part of either principal or interest, according to the terms of said note, the holder thereof may thereafter in any manner provided by law, foreclose this mortgage for the ~~full~~ whole amount of the principal and interest, whether the same shall be then due or not.

And it is expressly stipulated and agreed that the parties of the first part shall pay all taxes which may be assessed upon this mortgage, and failing so to do shall be deemed a breach thereof.

And in any suit or other proceedings 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, (in addition to the costs provided by law) counsel fees and charges of attorneys and counsel employed in such foreclosure suit, the sum of a reasonable sum to be adjudged by the Court (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 a reasonable sum to be set by the Court in Gold Coin shall be taxed as a part of the costs 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 their security by insurance or on account of any taxes, charges incumbrances or assessments whatsoever on the said premises or any part thereof.

In Witness Whereof, We have hereunto