This conveyance is intended as a Mortgage to secure the payment of One Hundred Fifteen $^{00}/_{100}$ ($115 $^{00}/_{100}$) Dollars, Gold Coin of the United States together with the interest thereon in like Gold Coin at the rate of one per cent. per month from date and 5 per month after maturity until paid, according to the terms and conditions of a certain promissory note bearing even date herewith made by Wm. T. Watson payable in six months to the order of E. M. Fobes 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 performance of any of the covenants herein contained, or in the payment of either 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 whole amount of the principal and interest, whether the same shall then be due or not.

And in any suit or other proceedings that may be had for the recovery of said principal and interest on either said note or this mortgage, it shall 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 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 en-