

of the second part - his heirs and assigns
 forever. Provided nevertheless that if
 the said party of the first part shall
 well and truly pay or cause to be paid
 the said promissory note according to the
 tenor and effect thereof then in such
 case this indenture and the estate hereby
 granted shall be null and void else to
 remain in full force and virtue
 but it is distinctly understood and agreed
 that if said promissory note shall not be
 punctually paid when the same become
 due and payable as in said promissory
 note mentioned then and in such case
 the principal sum of said promissory
 note shall be deemed and taken to be
 due and payable and proceedings may
 forthwith be had by the said party of
 the second part - his heirs executors
 Assignes or Administrators for recovery of
 the same either by suit on said note
 or on this mortgage anything contained
 in said note or in this indenture to the
 contrary notwithstanding and in any
 suit or other proceedings that may
 be had for the recovery of the said
 principal sum on either said note or on
 this mortgage it shall and may be lawfull
 for the said party of the second part -
 his heirs executors or assigns to include
 in the judgment that may be recorded
 Counsel fees and charges of attorneys and
 Counsel employed in such foreclosure
 suit - not exceeding fifty dollars and
 ten per cent thereon upon the amount
 due the plaintiff on said note and
 this mortgage and if said suit be
 settled before judgement the same
 fee and percentage shall be