

its successor or assigns, at any time
 thereafter, to sell the premises hereby granted, or any
 part thereof, in the manner prescribed by law,
 appraisal hereby waived or not, at the option of the
 party of the second part, its successor, or assigns,
 and out of all the moneys arising from such
 sale to retain the amount due for principal and
 interest, taxes and penalties thereon, and interest
 on delinquent taxes at the rate fixed by law, together
 with the costs and charges of such sale
 and the surplus, if any there be, shall be paid by
 the party making such sale, on demand to the said
 parties of the first part their heirs or assigns
 And said mortgagee further expressly agree that
 in case of foreclosure of this mortgage, and as
 often as any proceedings shall be taken to foreclose
 the same, it being provided, the mortgagee will
 pay to said plaintiff, fifty dollars as a reasonable
 attorney's fee, so called for himself, in addition
 to all other legal costs and statutory fees, said
 fee to be due and payable upon the filing of
 petition for foreclosure, and the same shall be
 a further charge and lien upon the said premises
 described in this mortgage, and the amount
 thereof shall be recovered in said foreclosure suit
 and included in any judgment or decree
 rendered in any action as above said and collected
 and the same shall be enforced in the same manner
 as the principal debt hereby secured. It is
 expressly stipulated that in case default herein
 suit to foreclose this mortgage may be brought