faithfully kept, then these presents shall be null and void. But, if said sum of money, or any interest thereon, is not paid when the same is due and payable, or if any taxes or assessments levied against said property, are not paid when the same are payable, or if default shall be made in the agreement to keep said premises insured, as hereinbefore set forth, then, in either of these cases, the whole of said sum mentioned in said note, together with the interest thereon, shall and by this indenture does immediately become due and payable; but the legal holder of this mortgage may at her option, pay or cause to be paid the said taxes and assessments so due and payable, and such premiums and charges for insurance, as the mortgagor shall neglect or refuse to pay, as hereinbefore set forth, and charge them against said part of the first part, and the amount so charged shall be an additional lien upon the said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured, together with interest at the rate of twelve per cent. per annum, payable semi-annually, until fully paid and discharged; but whether the party of the second part elect to pay such taxes, assessments and insurance or not, it is distinctly understood that in all cases of delinquencies as above enumerated, then, in like manner, the said note and the whole of said sum, shall immediately become due and payable, and said mortgagee or her assigns may immediately cause this mortgage to be foreclosed, and shall be entitled to the immediate possession of the premises, and the rents, issues and profits thereof. And said party of the first part hereby promise and agree to and with said party of the second part that in any action that may be brought for any amount that may be due and unpaid upon said note and, or by virtue of any provision of this mortgage, or to enforce the same, the party of the second part, or her assigns, shall be entitled to and may have, recover and receive of and from said party of the first part, ten per cent. upon the amount due and recoverable at the time the petition or bill of complaint to foreclose this mortgage is filed in the proper court, as and for fees and compensation of the attorney or attorneys of the party of the second part or her assigns, for services in such action, and such amount, together with interest at the rate of twelve per cent. per annum from the date of filing petition or bill of complaint as aforsaid, shall be an additional lien upon the property hereby mortgaged, and shall be included in any judgment rendered in any action as aforesaid, and collected, and the