**§ 8302. Additional allowance to plaintiff as of right in real property actions.** (a) Actions in which allowance made. A plaintiff, if a judgment is entered in his favor and he recovers costs, is entitled to an additional allowance, in an action:

1. to foreclose a mortgage upon real property; or

2. for the partition of real property; or

3. to compel the determination of a claim to real property.

(b) Amount of allowance. An additional allowance under this rule shall be computed upon the amount found to be due upon the mortgage, or the value of the property which is partitioned or the claim to which is determined, at the rate of:

1. ten per cent of a sum not exceeding two hundred dollars; plus

2. five per cent of any additional sum not exceeding eight hundred dollars; plus

3. two per cent of any additional sum not exceeding two thousand dollars; plus

4. one per cent of any additional sum not exceeding five thousand dollars.

(c) Additional allowance where action settled. Where an action specified in subdivision (a) is settled before judgment, the plaintiff is entitled to an additional allowance upon the amount paid upon the settlement, computed at one-half of the rates set forth in subdivision (b).

(d) Additional allowance in foreclosure action. In an action to foreclose a mortgage upon real property, a plaintiff entitled to an additional allowance pursuant to subdivision (a) or (c) shall also be entitled to the sum of fifty dollars. Where a part of the mortgage debt is not due, if the judgment directs the sale of the whole property, the additional allowance specified in subdivision (a) shall be computed as provided in subdivision (b) upon the whole sum unpaid upon the mortgage.

If the judgment directs the sale of a part only, it shall be computed upon the sum actually due, and if the court thereafter grants an order directing the sale of the remainder or a part thereof, it shall be computed upon the amount then due. The aggregate of additional allowances so computed shall not exceed the sum which would have been allowed if the entire sum secured by the mortgage had been due when the judgment was entered.