

signed to Welch and Whittington, the endorsers of David Ridgely, for their indemnity as such.

Taylor says in his answer, that he was induced to take this debt upon himself, because he ascertained that Welch and Whittington were about to sell the town property to pay the Bank and exonerate themselves; and it appears that he did give his note to the Bank, with Welch and Whittington as endorsers. It is true the sale by the sheriff to Sheckell, and by Sheckell to Sinclair, preceded this assumption of the Bank debt by Taylor; but the money due from Sinclair to Barber had not then been paid to Taylor, his assignee. It still remained to be paid; and the mortgage from Sinclair to Taylor, dated 28th August, 1843, recites, "that Sinclair was indebted to Barber in the sum of \$1,607 81, payable on the 1st of October, 1845, for that part of the purchase-money due the said Barber, for the tract or parcel of land sold by him and his wife to Sheckell, and by the latter to Sinclair." This land thus sold by Barber to Sheckell, and by the latter to Sinclair, formed a part of the property previously mortgaged by Barber to Mrs. Ann Ridgely. It was sold to satisfy the purchase-money due from Barber to his vendors, and by an arrangement between him and Sheckell, the said sum of \$1,607 81, being part of the price agreed to be paid by Sinclair upon his purchase from Sheckell, was to be paid to Barber. This money then, in the hands of Barber, being a portion of the proceeds of the mortgaged estate, was equally bound by his mortgage with the land itself. When he mortgaged this property to Ann Ridgely, it was bound by the prior lien of the vendors, and after the payment of that prior lien, the surplus proceeds of the sale represented the mortgagor's interest in the land mortgaged, and was subject to the mortgage; the equitable principle being, that under such circumstances the mortgage becomes a lien upon the fund, instead of the interest of the mortgagor in the land. According to the decision of the Chancellor, in *Astor vs. Miller*, 2 *Paige*, 68, the rights of the mortgagees are not altered by turning the estate into money, for the Court directs the money to be applied according to the rights of redemption. The same prin-