

thrown up to the day of payment and after her said Mortgage has been redeemed by the Complainant or any one interested in the Mortgage he holds he or they may have a right in Equity to a decree for the sale of said Lands for the purpose set out in the Bill of Complainant. This defendant further says that she has no desire to embarrass the Complainant in any way whatever in seeking to secure his Equity embraced in the Mortgage he holds and is properly willing to promote his interest in any mode she can consistent with her own rights & interests, but this defendant cannot consent that her right & title in the Lands embraced in her said Mortgage shall be sold by a decree of the Court as prayed for in Complainant's Bill of Complainant which right would compel her to come in only as a prior creditor in the distribution of the funds arising from the sale computing interest upon her claim up to the day of Sale instead of up to the day of actual payment of her entire claim and compelling her to receive her claim by instalment which mode of proceeding would greatly militate against her interests and work an injury upon this defendant which the Complainant has no right in Equity to ask and a right not to expect. This defendant further says she is perfectly willing that the Complainant or any one interested in the Mortgage he holds should redeem her Mortgage by the payment of the principal, her said debt and the interest thereon up to the day of payment to which this defendant is clearly entitled to in Equity & Law and then hold the Lands sold for the purposes sought for in his Bill of Complainant, and further this defendant says she is willing a decree shall be passed in this case directing the sale of the said Lands embraced in this defendant's Mortgage subject to her said Mortgage and in that event this defendant is perfectly willing to pay in the sale of said Lands under the power of sale conferred by her said Mortgage and in this mode a clear title can be secured to the purchaser or purchasers. This defendant further says in answer that if this mode of Sale cannot be consummated or some other by which this defendant shall receive the entire amount of her claim in lump with interest up to the day of payment then this defendant must stand upon her rights in Equity & in Law and require that her said Mortgage shall be fully redeemed before any decree shall be passed to sell her right and title to the Lands embraced in the Mortgage or that the Bill of Complainant shall be dismissed as to this defendant and the Lands can be sold subject to the Mortgage of this Defendant, and the defendant prays that she may be hence dismissed with her reasonable costs in this case sustained & this defendant is in duty bound will never pray &c.

Filed Oct. 23rd 1873. Am P Marshall.

Answer of
 Lewis Bruner
 & Wife

The joint & separate answer of Lewis Bruner and Sarah Bruner his wife to the Bill of Complainant of Henry S. Mackey next friends of David J. Mackey filed against these defendants and others in the Circuit Court for Frederick County sitting as a Court of Equity. These Defendants say for answer they admit the matter and things stated in said