

machinery or part thereof from the said Factory and substituted other
 machinery therefor intended for the carrying on of said Woollen Factory that
 the machinery so substituted by the said Joseph Culbertson is now &
 has been since its said substitution in and affixed to the said
 premises. And your Orator and Oratrix further show that said machinery
 is affixed to the said mortgaged premises and constitutes a part thereof
 and is essential and necessary to the proper carrying on of said Woollen
 Factory and that the said machinery cannot be removed from said
 mortgaged premises without doing great damage to the freehold and
 seriously impairing the value of the said mortgaged premises. And
 your said Oratrix and Orator further show that sundry sums of money
 have been paid by the said Joseph Culbertson to your said Orator &
 Oratrix at various times as interest due and accrued on the said principal
 sum of Five Thousand dollars at the times and in the amounts that
 appear by endorsements on the said Original Mortgage heretofore
 Exhibited marked Exhibit No 2 as in and by the same reference being,
 the accounts had well more fully and at large appear and your said
 Orator and Oratrix further show unto your Honors that the said
 sum of Five Thousand dollars together with a considerable excess of
 interest accrued due thereon is now due and owing to your said Orator
 and Oratrix on the security of the said premises and that your Orator
 and Oratrix have frequently and in a friendly manner applied to the
 said Joseph Culbertson and requested him to pay the said Five Thousand
 dollars and the interest thereon due and your Orator and Oratrix well
 hoped that such their just and reasonable requests would have been
 complied with as in Justice and Equity they ought to have been.

But now so it is may it please your Honors that the said Joseph
 Culbertson contriving how to injure your Orator and Oratrix in the prem-
 ises refuse so to do although your Orator and Oratrix charge that the
 said sum of Five Thousand dollars was well and truly due to the
 said Edward S Taney and that for the securing the payment
 thereof with interest the said Joseph Culbertson and Sarah his Wife
 duly made and executed to the said Edward S Taney such deed
 as is heretofore mentioned and although your said Orator & Oratrix
 charge that the said Edward S Taney was well and truly indebted
 unto your Oratrix in the sum of Five Thousand dollars at the time
 of the assignment by the said Edward S Taney to your said Oratrix
 of the said deed of Mortgage and that to secure the payment thereof
 the said Edward S Taney did assign the said deed of Mortgage to
 your said Oratrix. and your Orator and Oratrix further charge that
 the whole of the said sum of Five Thousand dollars together with in-
 terest thereon from the date of said mortgage except the sum credited
 on said Mortgage is now fully due and owing to your Orator and
 Oratrix on the mortgage aforesaid and your Orator and Oratrix further
 charge that the mortgaged premises are a very scanty security for
 the payment of which is due and owing to your Orator and Oratrix
 on the security thereof and your Orator and Oratrix further charge
 that the said Joseph Culbertson and Sarah his wife ought to
 pay what is due to your Orator and Oratrix as aforesaid or that
 the said mortgaged premises and the appurtenances uncluding &