

Mortgage and deed and the promissory Note herewith filed marked Ex-
 hibit Nos. 1, 2 & 3 which your Complainant prays together with all other
 Exhibits hereinafter produced may be taken and considered as part
 of this his Bill of Complaint the same as if set forth in words and fig-
 ures. Your Complainant further charges that subsequently to the execu-
 tion of the Mortgage to your Complainant by the said Stitely and
 for the purpose of securing an indebtedness of six hundred and fifty
 dollars due to a certain Nicholas Fogle with interest due by his deed
 of Mortgage dated on the 29th day of March A. D. 1870 in conjunction with
 his wife Harriet Ann Stitely assigns to the said Nicholas Fogle part
 of the "Kearney on Loopers Alley" being part of the Land conveyed by
 John Ritchie and Nicholas Fogle Trustees in Equity No. 3335 to Thos.
 Stitely by deed containing One hundred and Eleven Acres more or
 less as will more fully appear by reference to a certified copy of said
 Mortgage herewith exhibited marked Exhibit No 4 Your Complainant
 further charges that on the same day to wit the 29th day of March 1870
 the said Thos. Stitely and Harriett Ann Stitely his wife sold and
 conveyed part of the same Land described in the deed from John
 Ritchie and Nicholas Fogle Trustees containing twenty one Acres
 of Land to a certain Barbara Fogle and that subsequently the
 said Barbara Fogle and Isaac Fogle conveyed said Land by
 deed dated on the 1st day of June 1870 to Levi Butt and that
 subsequently the said Levi Butt and Aurora Butt his wife reconveyed
 the same Land to the said Isaac Fogle by deed dated on the 17th day of
 June 1870 and that now the said Isaac Fogle is the owner and in
 possession of the Land described in said deeds all of which will
 fully and at large appear by reference to certified copies of said deeds
 herewith Exhibited marked Exhibits Nos. 5, 6 & 7, Your Complainant
 further charges that default having been made in the conditions
 stipulations and covenants in the Mortgage from the said William
 Stitely and Harriett Ann Stitely his wife to the said Nicholas
 Fogle the said Nicholas Fogle under a power contained in
 said Mortgage proceeded to sell said Mortgaged premises and
 did on the day of sale sell the same to B. T. M. Hurley Esq.
 all of which will fully and at large appear by reference
 to the proceedings in Chs. 3742 Equity on the Equity Docket
 of your Honorable Court And your Complainant further
 charges that 120 feet of the aforesaid sum of money, or the in-
 terest thereon has been paid to him except the interest up to
 the 14th day of December 1869 although the time limited by
 the condition of said Mortgage to wit, that if the said William
 Stitely shall pay on or before the 14th day of December A. D.
 1868 to the said Geo. W. B. Shriver the sum of twelve hundred
 dollars with interest thereon from the 14th day of December 1867
 according to the tenor of his promissory Note dated on the 14th
 day of December 1867 then this Mortgage shall be void for the
 payment thereof by the condition aforesaid has passed and pay-
 ment thereof has been duly demanded of the said William Stitely and your
 Complainant charges that the whole of said sum of twelve hundred
 dollars with interest thereon from the 14th day of December 1869