

claiming any Estate, Right, or Interest, in any Lands, Tenements, or Hereditaments, under or by virtue of any Mortgage or Mortgages thereof, to compel the Defendant or Defendants in such Suit or Suits (having or claiming a Right to redeem the same) to pay the Plaintiff or Plaintiffs in such Suit or Suits, the Principal Money and Interest due on any such Mortgage, or the Principal Money and Interest due on such Mortgage, together with any Sum or Sums of Money due on any Incumbrance or Specialty, charged or chargeable on the Equity of Redemption thereof, and in Default of Payment thereof, to foreclose such Defendant or Defendants of his, her, or their Right or Equity of redeeming such mortgaged Lands, Tenements, or Hereditaments; such Court and Courts of Equity, where such Suit or Suits shall be depending, upon Application made to such Court by the Defendant or Defendants in such Suit, having a Right to redeem such mortgaged Lands, Tenements, or Hereditaments, and upon his or their \*admitting the Right and Title of the Plaintiff or Plain- **728**  
tiffs in such Suit, may and shall at any Time or Times, before such Suit or Cause shall be brought to Hearing, make such Order or Decree therein, as such Court or Courts might or could have made therein, in case such Suit or Cause had then been regularly brought to Hearing before such Court or Courts; and all Parties to such Suit or Suits shall be bound by such Order or Decree so made, to all Intents and Purposes, as if such Order or Decree had been made, by such Court, at or subsequent to the Hearing of such Cause or Suit; any Usage to the contrary thereof in any wise notwithstanding.

III. Provided always, That this Act, or any thing herein contained, shall not extend to any Case where the Person or Persons, against whom the Redemption is or shall be prayed, shall (by Writing under his, her, or their Hands, or the Hand of his, her, or their Attorney, Agent, or Solicitor, to be delivered before the Money shall be brought into such Court at Law, to the Attorney or Solicitor for the other side) insist, either that the Party praying a Redemption has not a Right to redeem, or that the Premises are chargeable with other or different principal Sums, than what appear on the Face of the Mortgage, or shall be admitted on the other side; nor to any Case where the Right of Redemption to the mortgaged Lands and Premises in Question in any Cause or Suit shall be con-