Hence, it is clear, that in all cases, either before or after a decree for a sale, if the mortgaged estate should not sell under the decree, for enough to satisfy the debt, the creditor may prosecute or institute a suit upon the bond, or any other collateral security, and recover the balance.

The equitable lien held by the court, as in this instance, is in the nature of a mortgage; the estate may be sold under it, as under a decree upon a mortgage; (*h*) and considered as a security for the payment of money, it is, to all intents and purposes, a mortgage. And there is nothing, according to any fair principle of analogy, which should forbid the pursuing of any other remedy for the recovery of a debt, secured by such an equitable lien, any more than suing on a bond for a debt secured by a mortgage.

In this case, there has been no bond or note given directly for the payment of the purchase money. The appeal bond was not given for the payment of the purchase money as such. But, by the order of the 12th of May, 1826, it was adjudged, that *Samuel Anderson*, was in fact, the purchaser, and that he should pay the amount of the purchase money. From which order, he appealed, giving bond in the usual terms, to prosecute his appeal with effect; that is, to have the order reversed, or if it should be affirmed, to pay the amount so ordered. (*i*)

The orders of this court, absolutely affirming the sale, and requiring the purchase money to be paid, are substantial parts of that contract between the court and the purchaser, upon which the equitable lien rests. The appeal bond is a security, that the order directing the purchase money to be paid, if affirmed, shall be complied with; consequently, it must be considered as standing in the same relation to the equitable lien, that a common bond does to a mortgage, to secure the same debt. They are treated as separate securities, having for their object, the assurance of the payment of the same debt; and therefore, the remedy on each may be pursued at the same time, and prosecuted on both, until an entire satisfaction has been obtained.

But the purchaser, *Samuel Anderson*, has been taken in execution, under an attachment, and personally discharged, under the insolvent laws; (*j*) yet, as that cannot operate as a bar to any of

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(*h*) *Ex parte* Hunter, 6 Ves. 94.—(*i*) Karthaus v. Owings, 6 H. & J. 134; Wood v. Fulton, 2 H. & G. 72.—(*j*) 1825, ch. 122, ante 663.