damages therein and thereby awarded, are by law to be paid to the several encumbrances upon the said land in the order of their several priorities, and that in accordance therewith and under the term, conditions and covenants in the deed to said Nicholas Popplein hereinbefore mentioned, your oratrix is entitled to have the same applied in liquidation of the said mortgage of ten thousand dollars hereinbefore mentioned, whereof said Peter E. Tome is assignee to the extent that it will suffice, and also to have the defendants, John Whitney Bennett, trustee, George Hawkins Williams, William L. Garitee, and Hannah E. Garitee, his wife, and Peter E. Brenan, enjoined and restraining from withdrawing or attempting to withdraw said four thousand dollars from the registry of this Court, except for the purpose of having the same applied in satisfaction of said mortgage debt hereinbefore referred to, whereof said Peter E. Tome is assignee.

16th. And your oratrix further avers and charges, that upon the application of the said sum of four thousand dollars hereinbefore mentioned to the payment of said mortgage of ten thousand dollars, and upon your oratrix paying into Court or to the said Tome, as assignee of said mortgage, the sum of five thousand dollars, and the proportion of interest thereon for which the property conveyed as hereinbefore mentioned to Nicholas Popplein, according to the terms of said conveyance is liable. She is entitled to have the said defendants hereinbefore and hereinafter named, required to pay into this Court by a day to be named, such other and further sums of money as will be necessary to fully liquidate and discharge said mortgage debt whereof said Peter E. Tome is assigned, and to have said mortgage released and satisfied, and that upon the failure so to do, to have a decree passed for the sale of said tract of land called "The Hope", conveyed to said William L. Garitee by Sophia C. Read, by the deed hereinbefore referred to, saving and excepting that part thereof conveyed by said William L. Garitee and wife, to Nicholas Popplein, as hereinbefore mentioned, of which the said defendants, according to their several pretensions are now seized, so that your oratrix's and her estate acquired as aforesaid, may be relieved from the operation and effect of said mortgage as she is entitled under the said conveyance hereinbefore mentioned and by law to have the same.

17th. To the end, therefore, that the said defendants hereinbefore and hereinafter named may answer hereto, and that the said William L. Garitee, Hannah E. Garitee, his wife, John Whitney Bennett, trustee, Peter E. Brenan, and George Hawkins Williams, may be required to pay to said Peter E. Tome the sum of five thousand dollars, and all interest due and owing thereupon on account of said mortgage debt due and owing him, and that upon your oratrix paying into this Court, or to said Tome, the sum of five thousand dollars, charged by said William L. Garitee and Hannah E., his wife, upon the land conveyed as aforesaid to Nicholas Popplein, and such amount of interest thereon as may be owing, the said Peter E. Tome may be required to release and discharge said mortgage premises from the operation and lien of said mortgage debt, and