

A court of equity has wide discretion in determining who are necessary parties to the foreclosure of a deed of trust. *Lawman v Barnett*, 180 Tenn 546, 177 SW2d 121, 153 ALR 772.

Where a mortgage lien is sought to be enforced, and the debt is evidenced by notes which have been lost, a bond of indemnity may be required by the court, of the complainant, to secure the mortgagor against loss by reason of the loss of such notes, but where the mortgagor raises no objection to the foreclosure, takes no exception to the establishment of the debt, admits its existence, and in all respects waives the production of the notes, the refusal of the court to enforce the mortgage lien by appropriate order because the notes are not produced is error. *Lovingood v Butler Const. Co.*, 100 Fla 1252, 131 So 126, 74 ALR 513.

It has been held under statute that notes and a deed of trust on which the action is brought, described in the complaint, are to be taken as genuine instruments, without proof, when their execution is not specifically denied by the defendant **under oath**. *Moline Plow Co. v Webb*, 141 US 616, 35 L Ed 879, 12 S Ct 100