two last aforesaid mortgages mentioned in whole or in part to a Certain Jacob M. Kunkel of the said County at the special instance and request of the said Peregrine Pittsburgh your petitioner together with the said Sophia Pittsburgh unite with the said Peregrine Pittsburgh in a deed of Conveyance to said Jacob M. Kunkel dated on the 25th day of November 1856 a duly authenticated Copy of which is filed with said Bill marked Exhibit No 6 — in order that the said Jacob M Kunkel might take an undivided moiety as aforesaid free and discharged from any lien or incumbrance created by the said two last mentioned mortgages so far as your petitioner was interested therein but your petitioner expressly charges and avers that it was not the intention of herself nor of the said Peregrine Pittsburgh nor was it the understanding with the said Jacob M. Kunkel that the moiety of said property retained by the said Peregrine Pittsburgh should be discharged or in any manner whatsoever delieved from the said liens or incumbrances but on the Contrary that the said moiety of the said Peregrine Pittsburgh should Continue subject to and charged with the said pre-existing liens or incumbrances and your petitioner is advised that the legal effect of the said deed from your petitioner and the said Peregrine and Sophia to the said Jacob M. Kunkel was only to convey an unincumbered moiety of said property to said Jacob M. Kunkel without affecting the lien of said mortgages on the other moiety thereof remaining to the said Peregrine Pittsburgh which your petitioner avers was in truth and in fact the intention of and understanding between the said parties as appears from the face of said deed. And your petitioner further alleges that in said deed of Conveyance to Jacob M Kunkel (Exhibit No 6 to the said Bill of Complaint) she united only in granting the equity, and not the personalty, and she is advised that her lien upon the said personalty by virtue of the said mortgage from the said Peregrine to her hereinbefore mentioned with said Bill as Exhibit No 4 is in no wise changed or affected by her said deed of Conveyance to the said Jacob M. Kunkel as will particularly appear by your Honor on Examination of said deeds (Exhibits Nos 4 & 6) for your petitioner charges and avers that she is and at the time of the execution of the said deed of Conveyance to the said Kunkel was a feme Covert and that she was not and is not bound by the Covenant in said deed but your petitioner says that she would not be willing to avoid the performance of the said Covenant but on the Contrary would cheerfully fulfil the same, only that it appears from the petition filed in this Cause on the 9th day of March 1859 by the said Jacob M. Kunkel that he designs to avail himself of all technical advantage —