

That it true as stated in said Bill - That the said Jacob Beam did in due form of law make, and execute to this respondent, the Deed of Mortgage mentioned and referred to in said bill, and a Copy of which is with said Bill exhibited, marked exhibit B. and this respondent further states that the said several sums of money, as secured by said deed of mortgage, and for a more particular description of which he refers to said exhibit B. and which is prayed to be taken as a part of this answer, as if here fully set out, & incorporated, are due and owing to this respondent as therein set forth, except the sum of \$432.89 for which this respondent admits said Beam is to be credited. And this respondent insists - That the said Jacob Beam - is in default to this respondent, by reason of the nonpayment of the several promissory notes, in his said Mortgage mentioned, according to the tenor and effect thereof, and herewith exhibits the same - marked Nos. 1 & 2. and of said Deed of Mortgage. And your respondent insists that the said Tract, or parcel of Land embraced by said Deed of Mortgage, situate in Frederick County is subject to the Lien Created by said deed, and liable to be sold, and ought to be sold, under the Order, and Decree of this Court, to satisfy the said debts due to this respondent, both upon note, and accounts stated, as in said Deed set forth, subject to the credit above acknowledged. This respondent further answering states - That he has no personal knowledge of the extent, or character of the indebtedness of said Jacob Beam to the Complainants, and your respondent insists that he is entitled to demand and have of the said Complainants an extinction of the several items of which said alleged indebtedness consists, and he insists upon and demands of said Complainants full proof of the same - your respondent further answering states that he knows nothing of the execution of said pretended Mortgage to said Complainants except from hearing, and from information derived from others, and from a Copy of the same, from the Clerk's office of Frederick County, received since the date of his own Mortgage. And he demands the proof thereof, and your respondent further answering insists, and relies in his defence upon this - That the said Deed of Mortgage - to said Complainants, as exhibited with this bill, and a Copy - whereof is marked exhibit A. is wholly void and insufficient in the law, as a legal Instrument, and of no effect, to create any lien, or charge upon the said Lands, and Tenements therein mentioned, in this - That the affidavit required to be taken by the Mortgagees - in any Mortgage, under the provisions of the acts of assembly in such case made, and provided, hath not been taken by the Complainants in this case, but on the contrary thereof, only one of said pretended Mortgagees, to wit: the said Noah A. Gasaway made an affidavit of the truth, and Bonafides of the Consideration set forth in said Deed of Mortgage, and that the said John W. Ross, the other Mortgagee, made no affidavit. Whereupon this respondent insists, and avers that said Deed of Mortgage is utterly void, and insufficient in the law as against this respondent. This respondent further by way of defence insists - that even if the said Deed of Mortgage, be a good and valid Instrument of writing, or Indenture: yet the said Complainants are entirely restricted, and confined in any lien thereby secured to a lien for moneys advanced by said Complainants to said Jacob Beam and to monies due to said Complainants, upon drafts drawn by said Beam, & accepted, and paid by said Complainants, and that no claims or demands, arising, or becoming due from said Beam, to said Complainants in any other manner than as specified, and particularly mentioned, in said Deed of Mortgage, are embraced or covered by the same, under the provisions of the act of assembly in such case made, and provided. And that all such indebtedness is -