

John W Rose & Co and paid by him, to an extent not exceeding Ten thousand dollars - and also to indemnify John W Rose for all drafts drawn by said Joseph Hartzendorf, and accepted by him to an extent not exceeding Ten thousand dollars. All of which matters will more fully appear, reference being made to the said deed of mortgage herewith exhibited, marked Exhibit A which your Complainant prays together with all other exhibits hereinafter produced may be taken as a part of this his bill of Complaint. -

Your Complainant further charges, that prior to the date of said mortgage, he did advance monies to said Joseph Hartzendorf, and that since the date thereof he has accepted drafts drawn on him by said Joseph Hartzendorf for the use & accommodation of the said Joseph Hartzendorf to the extent of Ten thousand dollars - and that at the date of the filing of this Bill, the said Joseph Hartzendorf is indebted unto him for cash advanced, and money paid for said Joseph Hartzendorf on drafts drawn accepted and paid by your Complainant for the use of said Joseph Hartzendorf to the extent of Five thousand eight hundred and thirty two dollars and forty eight cents, with interest from the first day of September in the year 1857, and which sum is still due and unpaid, as appears by Exhibit S. W. R. - Your Complainant further states that the said Joseph Hartzendorf, being indebted to John Keafawer and McLean Campbell, as partners under the name of Keafawer and Campbell, in the sum of Six thousand dollars, to secure the payment thereof, conveyed by his deed of mortgage all that real estate described in the deed from Madison Nelson, Justice, to said Joseph Hartzendorf, the same being a portion of the property mortgaged to your Complainant, with condition to be void, if the said Joseph Hartzendorf paid to said Keafawer and Campbell the said sum of Six thousand dollars on or before the tenth day of July in the year 1858. - Your Complainant charges that said Joseph Hartzendorf paid to said Keafawer and Campbell sundry sums of money, and that on the tenth day of September in the year 1857, there being due on said mortgage debt, the sum of Three thousand seven hundred & thirty two dollars and seventy six cents, the said Keafawer and Campbell assigned and transferred the said mortgage and the balance of the debt due thereon as aforesaid, to Benjamin F Newcomer and Samuel Stonebraker, partners under the firm of Newcomer & Stonebraker - all of which matters will more fully and at large appear, reference being had to a copy of said Mortgage and assignment herewith exhibited, marked Exhibit B - Your Complainant states that the said sum of Three thousand seven hundred and thirty two dollars and seventy six cents, is still due and unpaid by the said Joseph Hartzendorf to said Newcomer & Stonebraker, with the interest thereon. - Your Complainant further states that the said Joseph Hartzendorf, to indemnify Joseph Easterday as his surety in certain promissory notes and single bills, and as his endorser on certain drafts drawn by said Joseph Hartzendorf, on the 15th day of September 1857, conveyed all his real estate, situate in Frederick County, and the personal estate therein mentioned, with condition to be void, upon the payment of the notes single bills and drafts at the times therein specified - all which matters will more fully appear by reference to a copy of said deed of mortgage herewith exhibited, marked Exhibit C - Your Complainant further states, that the said Joseph Hartzendorf to secure Martin W E House the sum of Eight hundred and forty six dollars with interest thereon, and also to indemnify the said Martin W E House as his surety in the single bill therein recited, and also to

Exhibit
JWR
to
Bill

Exhibit
No 1
to
Bill