

twenty three and  $\frac{3}{4}$  dollars as your Orator's pro rata share of the balance of the proceeds of said sale, all of which will fully appear by reference to the papers in Case No. 4058 Insolvency in the Circuit Court for Frederick County. Your Complainant still further charges that he paid to said Henry McDuell the amount of the two promissory notes, with interest, upon which he was surety as aforesaid, so that there is still due to your Complainant from said Thomas Watt a large amount of the debt intended to be secured by said deed of Mortgage, to wit the sum of Four hundred and forty one and  $\frac{3}{4}$  dollars with interest from the 20<sup>th</sup> day of September 1856, although the time limited for the payment thereof, by the condition aforesaid, has passed, and payment thereof has been duly demanded of the said Thomas Watt. To the end therefore that the said Thomas Watt and Ann Elizabeth Watt may answer the several matters and things hereinbefore stated as fully and particularly as if they were herein again repeated and they were thereunto specially interrogated, and that the real estate aforesaid may be sold for the payment of your Orator's claim with interest aforesaid, and that your Orator may have such further or other relief as his case may require. So May it please your Honor to grant unto your Orator the State of Maryland's writ of Subpoena against said Thomas Watt and Ann Elizabeth Watt his wife, commanding them and each of them to appear in your Honorable Court, on some certain day to be therein named to answer the premises, and abide by and perform such decree as may be passed therein. And your Orator as in duty bound will ever pray &c.

Milton G. Mearns  
Solicitor for Complainant

At the request of Joseph Waltman the following Mortgage was recorded August 20<sup>th</sup> 1855 rec'd 50c stamp duty - Geo. Edlin Clerk

This Indenture made this thirtieth day of July in the year of our Lord One thousand Eight hundred and fifty five between Thomas Watt and Ann Elizabeth Watt his wife of Frederick County in the State of Maryland of the one part, and Joseph Waltman of the same County and State of the other part. Whereas at the instance and request of the said Thomas Watt, the said Joseph Waltman has become security for him the said Thomas Watt in two joint and several promissory notes, for the sum of One hundred and twenty five dollars each bearing date the 20<sup>th</sup> day of July 1855 payable on before six years from date to Henry McDuell or order, with interest payable every six months, said notes being written on stamped paper according to law. And whereas the said Thomas Watt also owes and stands justly indebted to the said Joseph Waltman in the sum of Five hundred and seventy seven dollars, current money with interest. And whereas in order to save and keep harmless from all costs, charges and damages the said Joseph Waltman might sustain by reason of the aforesaid securityship, and also for the better securing the payment of the said sum of Five hundred and seventy seven dollars with interest, the said Thomas Watt and Ann Elizabeth his wife are willing and do hereby agree to execute these presents. Now therefore this Indenture Witnesseth that for and in consideration of the premises, and also the further sum of Five dollars current money by the said Joseph Waltman to the said Thomas Watt and Ann Elizabeth his wife in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, the said Thomas Watt and Ann Elizabeth his wife have granted, bargained and sold released and confirmed, and by these presents do grant bargain and sell, release and confirm unto the said Joseph Waltman his heirs and assigns the house and lot now owned and occupied by the said Ann Elizabeth Watt, situate lying and being in Frederick County aforesaid, also the following personal property to wit One bay mare, one sorrel mare, one sorrel horse, one blind bay horse, one dun horse, one dark bay horse, four milk cows, one wagon two barbeared ploughs, four shovel ploughs, one harrow, one row, three shovels, seven hoes, six setts, plow's gears, one set front and one set hind gears and one wagon

Exhibit 1859

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