

And your Petitioner states that the several amounts to which she is entitled under and in virtue of said Mortgage are as follows to wit: the sum of seven thousand dollars with interest thereon from the 6th day of January 1857 which is secured by the Mortgage marked Exhibit N<sup>o</sup> 9 filed with said Bill of Complaint which said Mortgage is in continuation of a substitution for a Mortgage which was executed by the said Peregrine Fitzhugh to your petitioner on the 14th day of December in the year 1854 to secure the sum of fifteen thousand three hundred and ninety seven dollars then due from said Peregrine Fitzhugh to your Petitioner and a copy of which is herewith filed marked S. F. Exhibit N<sup>o</sup> 1. Which said sum having been reduced by payments made by the said Peregrine Fitzhugh to your petitioner to the sum of seven thousand dollars on the 6th day of January in the year 1857 your petitioner at the instance and request of the said Peregrine Fitzhugh agreed with him that she would execute a release of said original mortgage and accept from him a new mortgage for the amount then actually due him on all the estate and interest of the said Peregrine Fitzhugh in the same lands and tenements which were embraced in and covered by the said original mortgage of which S. F. Exhibit N<sup>o</sup> 1 is a copy and she states that it was expressly understood & agreed between the said Peregrine Fitzhugh & herself that the said mortgage of which said Exhibit N<sup>o</sup> 9 is a copy was and was to be considered to all intents and purposes as a mere continuation of the transaction of which said S. F. Exhibit N<sup>o</sup> 1 was representative except in so far as said mortgage debt had been reduced as aforesaid and that the security of your petitioner was not to be affected in any other manner and your petitioner files herewith a copy of the said release marked S. F. Exhibit N<sup>o</sup> 2 from which your Honor will perceive that the said release and the said Exhibit N<sup>o</sup> 9 were executed on the same day and as a part of the same transaction.

Your petitioner further states that the several promissory notes to which your petitioner is a party as drawer or endorser at the request and for the use and accommodation of the said Peregrine Fitzhugh and mentioned and referred to in the paper filed with said Bill of Complaint and marked Exhibit N<sup>o</sup> 4 are as follows to wit: a promissory note accepted by the Farmers & Mechanics Bank of Meadwell County for the sum of five hundred and one dollars one other note discounted by the same for the sum of five hundred dollars one other note discounted by the same for the sum of five hundred dollars one other note papered to & held & owned by Robert Moore & Charles Moore parting under the name of Robert Moore & Co for the sum of four hundred eighty two dollars seven cents and which was a renewal of a note papered to & owned by R. M. Eldonney - and all which notes are renewals of former notes and are yet