if any he has to deprive your petitioner of the just rights which she claims under and by virtue of the said Mortgage which was executed and delivered to her for valuable and bona fide Consideration so aforesaid in an open and undisguised manner whereof the said Kunkle had notice. Wherefore if the said Jacob M. Kunkle shall persist in his apparent intention your Petitioner feeling thereby Compelled to protect herself from such unjust invasion of her rights denies that the said Covenant is obligatory upon her as a feme Covert and pleads her Coverture in discharge of or bar to the same and claims that she hath in no manner parted with her lien upon said personalty created by said Mortgage Exhibit No 4 to Bill but that she is entitled to the proceeds of the sale of said personal property to indemnify her for loss by her sustained as surety for the said Perkins on the promissory notes referred to in said Mortgage and hereinafter more particularly set forth.

And Your Petitioner further avers and charges that on the 6th day of January A.D 1857 the said Peregrine Pittsburgh having paid to your petitioner a part of the debt or sum of money secured by and mentioned in the first aforesaid Mortgage of the 11th of December A.D 1854 hereinbefore referred to Exhibit L. M. F. No 1 & leaving still due thereon the sum of forty five hundred dollars ($4500) proposed to your petitioner that she should execute and deliver to him a release of the said Mortgage and that he would thereupon simultaneously execute and deliver to her a new Mortgage of the same property to secure to her the payment of the said unpaid balance of the original Mortgage debt viz the sum of forty five hundred dollars in order that the public records should show no greater indebtedness than actually existed at that time on account of that transaction and that accordingly your petitioner who is wholly ignorant of business Concerns to do so and did execute and deliver to the said Peregrine the release of the said original Mortgage of which release a duly authenticated Copy is herewith filed marked Exhibit L. M. F. No 2 - Thereupon and simultaneously therewith the said Peregrine Pittsburgh executed and delivered to your petitioner the Mortgage for forty five hundred dollars a Copy of which is Exhibited with said Bill of Complaint and a duly Certified Copy of which with the affidavit of your petitioner thereunto annexed is also herewith Exhibited marked Exhibit L. M. F. No 3 and your petitioner avers that said release was as to so much of the debt secured by the said original Mortgage of the 11th of December 1854 as remained unpaid as