

that the said deeds were duly recorded but also actual notice and knowledge thereof and that it was for that reason he required your petitioner and the said Sophia Fitzhugh to unite with the said Peregrine in the said deed of Conveyance of the 25th day of November 1856 whereby an undivided undivided moiety of the said property was conveyed to the said Jacob M. Kunkel as aforesaid. That is to say that your petitioner (together with the said Sophia Fitzhugh who was similarly situated) united in said deed of Conveyance to said Kunkel for the express purpose of releasing the undivided moiety of the said land conveyed to him as aforesaid from the lien and incumbrance of the said Mortgage and Confining the said lien and incumbrance to the moiety of the said Peregrine as aforesaid. And your petitioner avers that throughout the whole of the said transaction she has acted in good faith in all respects. And your Petitioner further avers and avers that without regard to the fact that the said Mortgage for forty five hundred dollars was only a substitution for or continuation of the said original Mortgage as aforesaid the said Peregrine Fitzhugh was in a condition and had a perfect right in law and in conscience to execute the said Mortgage of the 6th of January 1857 - that he at that time had paid over your petitioner the sum of forty five hundred dollars and that he was then the owner as tenant in common of an undivided moiety of the said property mentioned in the proceedings in this Cause and published in the Mortgage last aforesaid - and that he gave said Mortgage to secure the payment of an actual subsisting debt due your petitioner. And that said Mortgage was forthwith put upon the public records of the said County.

And your Petitioner further avers and charges that besides the aforesaid sum of forty five hundred dollars and the interest thereon from the 6th day of January 1857 due her under and by virtue of the Mortgage of that date as aforesaid. She is furthermore entitled to several other sums of money under and by virtue of the said Mortgage of the 9th of October 1856 given by the said Peregrine to your petitioner and the said Sophia to indemnify them as his receipts as aforesaid. Your petitioner charges and avers that she signs together with the said Sophia security for the said Peregrine Fitzhugh in a joint and several promissory note dated on the 12th of July 1856 at Baltimore for the sum of fifteen hundred and fifteen dollars for value received payable at the bank of Baltimore sixty days after date to the order of Doctor G. E. Partridge also that the said G. E. Partridge