

petitioner is indemnified in and by said Mortgage
 as aforesaid and that on the 25th day of March A.D. 1859
 your Petitioner paid to E. Louis Love Attorney for the said
 Callaghan the sum of twelve hundred and sixty nine
 dollars and forty five and two thirds cents being the
 full amount then due on said judgments and that
 she took an assignment thereof according to the
 act of Assembly in such case made and provided
 all of which will more fully and particularly appear
 by reference to a duly authenticated copy of the said
 note judgment assignment &c with the affidavit of your
 Petitioner thereunto annexed herewith filed marked
 Exhibit A. M. S. N^o 5 and your petition thereunto
 annexed herewith filed marked Exhibit A. M. S. N^o 5 and
 your petition are that the whole of said sum of twelve
 hundred and sixty nine dollars and forty five $\frac{2}{3}$ cts
 with interest thereon from the 25th day of March 1859
 remains unpaid and unpaid and owing to her and
 that she is entitled to have the same allowed and paid
 to her out of the proceeds of the sale of the property
 embraced in the said Mortgage of the 9th of October 1858
 and which is the same that has been sold by the Trustees
 in this Cause as will appear by reference to the said
 Mortgage and their said report of sale at least to the
 extent of the moiety of said property owned by the said
 Peregrine Fitzhugh and your Petitioner further are that
 the said promissory notes were signed by her as the
 surety for said Peregrine Fitzhugh at his request and
 for his sole accommodation and are and upon the
 promise by him then made of future indemnification to
 your Petitioner as is more particularly set forth in
 said Mortgage itself. And your Petitioner charges that
 all other of the aforesaid several sums of money ought to
 be paid her out of the proceeds of the sale of the undivided
 moiety of the said Peregrine Fitzhugh in said Mortgage
 real property now in the hands of the trustee in this
 Cause. Your said Petitioner also avers and claims
 the right to have the entire proceeds of the personal property
 embraced in said Mortgage applied to the payment
 of the said sums of six hundred and forty five dollars
 and ninety four cents and twelve hundred and sixty
 nine dollars and forty five $\frac{2}{3}$ cts to be paid by her as
 aforesaid not having in any manner released or parted
 with her lien on said mortgage property by her said deed
 of the 25th of November 1859 to the said Jacob M. Dunkel
 and your Petitioner further avers that the said Jacob
 M. Dunkel in and by his aforesaid petition of the 19th of
 March 1859 (which is altogether Ex parte) alleges in effect
 that at the time of the execution of the said deed of