

for answer therunto, or unto so much thereof as materially concern the defendant to make answer unto, he answers and saith that he is willing to admit that the said Robert Annan is dead, and that he died indebted to the said Complainants as stated in said Bill, and that Exhibit No. 1 is correct Exhibit of said claim, but what is actually due on said Bond or claim this defendant has no knowledge.

This defendant admits that the said Robert Annan, in his life-time made and executed the deed of Mortgage to Complainants as charged in said Bill, and that Exhibit No. 2 to said Bill is a true copy thereof. ~

This defendant states for answer, that he has no knowledge of the indebtedness of the said Robert Annan, in his life-time, to Andrew Annan, or of the pretended Mortgage deed of the 29th day of January 1862 to said Andrew Annan. ~

This defendant states further for answer, that on the 23rd day of October 1857, he became the security for the said Robert Annan in a promissory note dated on the said 23rd day of October 1857, payable six months after date, to George Koontz Cashier or order for one thousand dollars for value received, negotiable and payable at the Central Bank of Frederick, which promissory note is here exhibited as a part of this answer, marked Exhibit A. No. 1 to answer. ~

This defendant states further for answer that the said Robert Annan, in his life-time, did not pay said promissory note, as the principal in said note, to the said Central Bank according to the terms thereof, and the said Central Bank instituted suit on said promissory note against the said Robert Annan and this defendant as his security, in the Circuit Court for Frederick County; That at the February Term of the said Circuit Court 1859, the said Central Bank of Frederick obtained a Judgment against the said Robert Annan and this defendant as his security, for the sum of one thousand dollars with interest from the 26th of April 1858 and costs. ~

This defendant states further for answer, that on the 11th day of November 1859 he paid to the proper officers of the said Central Bank the said sum of One thousand dollars, and interest thereon, and all costs, which he paid as security of the said Robert Annan, and the time of the payment of said Judgment, interest, and costs as such security, he required and demanded of the proper officers of said Bank, a legal and proper assignment of said Judgment, and the Attorney of said Bank was called upon to prepare a legal and proper assignment of said Judgment, and the Attorney for said Bank prepared an assignment of said Judgment, which this defendant supposed was a legal and sufficient assignment, in compliance with the law upon the subject; this defendant having been advised that he was entitled to an assignment of the Judgment, and that the said Bank was bound to give one. ~

This defendant states for answer that the assignment, so prepared by the said Attorney of the Bank, was executed by Wm. B. Soper, President of said Bank, and the Corporate Seal of the Bank a Certified Copy of which is here exhibited, as a part of this answer marked Exhibit A. No. 2 to Answer. ~

This defendant is advised that he is entitled by law to enforce the said Judgment as a lien upon the real estate, of which the said Robert Annan died the owner, and that this defendant has a lien prior in time, and prior in right to the Mortgage to Andrew Annan of the 16th of March 1859, and this defendant avers that said sum of money is justly due to him, and that he has not in any way been paid or satisfied & more ~

This defendant states that he neither admits or denies the correctness of the several claims against the said Robert Annan, deceased, as stated and set forth in said Bill of Complaint. This defendant states for answer that he is willing, and indeed wishes a decree may be passed, in this case, for the sale of the real estate of the said Robert Annan, deceased, as prayed, and that the proceeds of such

Exhibit A
to Answer

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to Answer

Decree