said John W Watkins hath hereunto set his hand and affixed his seal the day and year first above written.

Signed sealed and delivered in the presence of "The words "four inches" in the 2nd page lines first interlined.
A. H. Moale, Hos. B. Pettinger.

John W Watkins, (Seal)

Received on the day of the execution of the aforegoing Indenture of Mortgage from the within named Jacob Horn the party of the second part thereto the sum of five dollars current money the same being the consideration money therein mentioned as paid by him to me.
Witness, A. H. Moale.

John W Watkins.

City of Baltimore to wit, on the twenty third day of January 1835 personally appeared before us the subscribers two Justices of the peace for the city aforesaid the within named John W Watkins mortgagor aforesaid and acknowledged the aforegoing Indenture of mortgage or instrument of writing to be his act and deed according to the true intent and meaning thereof and we further certify that we are satisfied that the said John W Watkins who has executed and acknowledged the aforegoing Indenture of mortgage or instrument of writing is the persons named and described as and professing to be the party in said Indenture or instrument of writing. Acknowledged before.

Hos. B. Pettinger. Jas. B. Latimer.

Received to be recorded the 24th day of January 1835 at 20 minutes before 1 o'clock P. M. same day recorded among the land records of Baltimore County Court in Liber J. H. No. 245 folio 918 &c and examined.

Per. Hos. Hall, Clk.

And thereupon a writ of subpoena was accordingly issued against the said defendants to Baltimore County returnable to the next Term of the said Court to wit March Term 1842.

And afterwards to wit on the 7th day of February 1842 came the defendant Charles Gilman and filed in the said cause his answer to the said Bill in the words following to wit.

The answer of Charles Gilman of the City of Baltimore to the Bill of complaint of Jacob Horn filed against this defendant and others in the High Court of Chancery of Maryland. His defendant now and at all times hereafter saving and reserving to himself all manner of benefit and advantage of exception to the matters and things set forth in the said Bill of complaint for answer thereto or so much thereof as this defendant considers as material for him to make answer unto saith and admits that he was appointed by the commissioners of insolvents for the city and County of Baltimore the permanent Trustee of John W Watkins an Insolvent debtor of the city aforesaid and one of the defendants in said Bill of Complaint mentioned. His defendant further answering saith that he hath no objection to the passage of a decree for a sale of property contained in the Indenture of mortgage from the said John W Watkins to the complainant Jacob Horn for the payment of the mortgage claim interest and costs due him and prayed for in said Bill of complaint and prays hence to be dismissed with his costs &c.



Batt: 4th Feby 1842. Charles Gilman.

I agree to accept the aforegoing answer without an affidavit.
Batt: 4th Feby 1842. A. H. Moale, Sol. for Compltt.

And the said cause thus standing was continued until the next Term of the said Court at which next Term to wit, March Term 1842 the sheriff of Baltimore County made return of the said writ of subpoena thus endorsed "Serd. Watkins and Warfield."

And afterwards at the same Term came John Nicholas Watkins, Esquire of counsel for the defendant Nathaniel Warfield and in his behalf appeared to the said suit. And afterwards at the same Term a writ of attachment to appear was issued against the defendant John W Watkins returnable to the next Term of the said Court to wit, July Term 1842. And afterwards at the same Term that is to say at March Term 1842, came the said defendant Nathaniel Warfield by his counsel aforesaid and filed in the said cause his answer to the said Bill in the words following to wit.

To the Honorable Theodorick Bland Chancellor of Maryland.
The separate answer of Nathaniel Warfield of the City of Baltimore to the Bill of Complaint of Jacob Horn against him and others in the High Court of Chancery exhibited, His defendant now and at all times saving and reserving to himself all exception to the manifold errors and uncertainties in the said bill of complaint contained nevertheless to so much thereof as he is advised it is material for him to make answer unto answers and says that he admits complainants exhibit H. I to have been executed by his codefendant John W Watkins but he denies that the said John W Watkins ever received from the complainant the sum of five hundred dollars as the consideration therefor, His defendant will state that he has understood from the said John W Watkins and verily believes and so charges that he the said John W Watkins on or about the twenty third day of January in the year eighteen hundred and thirty five being much in want of money applied to the complainant for the loan of five hundred dollars for two years, that the complainant did at that time lend to the said John W Watkins the sum of two hundred dollars in cash and his (the complainants) note at sixty days for the sum of two hundred and eighty dollars more upon which the said John W Watkins obtained the cash at a discount according to the legal rate of interest, making in all the sum of four hundred and seventy seven dollars and six cents in cash as the sum actually lent at that time by the complainant to the said John W Watkins. That in consideration of the said advances so as aforesaid made by the complainant to the said John W Watkins the said John W Watkins was required by the complainant to execute to him (the said complainant) his (the said John W Watkins) five several promissory notes secured by the deed of Mortgage aforesaid for the sums respectively and payable at the times as by the deed of mortgage will more fully appear. The difference therefore between the sum of four hundred and seventy seven dollars and six cents actually lent and the sum of five