June Term 1863.

Hemphill and Turner Solrs for Complt.

Copy of the Deed of Mortgage from James Nelson and Martha Nelson to James Clokey referred to in the amended Bill,

This Indenture made and entered into the first day of December A D 1834 by and between James Nelson and Martha his wife of the County of Holmes and state of Ohio and James Clokey of the state of Pennsylvania of the other part Witnesseth that the said James Nelson and Martha his wife for and in consideration of the sum of $1000 in hand paid the receipt whereof is hereby acknowledged, hath granted, bargained and sold and by these presents do grant bargain and sell unto the said James Clokey his heirs and assigns, all the following described lot or parcel of land to wit, the South East quarter of Section ten in Township Nineteen and Range 15 Holmes County Ohio To have and to hold the above described lot of land with the appurtenances unto the said James Clokey and his Heirs and assigns forever. And the said James Nelson and Martha his wife do covenant and agree for themselves their heirs with the said James Clokey and his heirs and assigns to warrant and forever defend the title to the above described lot of land against all and every legal claim that may at any time hereafter be made against or upon the same. Provided always and these presents are upon the express condition that if the said James Nelson his heirs executors and administrators shall pay or cause to be paid to the said James Clokey the several sums of money on or before the 1st day of April 1838 that is to say to Samuel Haines the sum of four hundred and twenty dollars secured to him by a note of hand bearing date April 1831 and to Orlin M Donnegh the sum of 190 dollars which sum is secured to him by note dated April 1831 and to James Clokey the sum of one hundred dollars secured to him by a note of hand bearing date April 1833 and fifty dollars to John Lydick secured by a note of hand bearing date February 1833 for which several sums of money the said James Clokey is security for the said James Nelson Now if the said James Nelson shall pay the said several notes on or before the time above specified in that event and then these presents shall be void and of no effect anything contained herein to the contrary notwithstanding. In testimony whereof we the said James Nelson and Martha his wife have hereunto set our hands and seals the day and year above written,

Signed sealed in presence of — James Nelson (Seal) — Martha Nelson (Seal)

D Flagg — W S McKinney Flagg

The State of Ohio Holmes County ss Be it remembered that on this 1st day of December 1834 personally appeared before me A Hunt one of the associate Judges in and for said County the within named James Nelson and Martha Nelson who each acknowledge the within deed of conveyance to be their voluntary act and deed for the purposes therein contained the said Martha being by me examined separately and apart from the husband acknowledge she executed the same of her own free will without fear or compulsion of her said husband

Given under my hand and official seal the date within

A Hunt Associate Judge

The said Amos Tiffey having filed process in the above cause for himself and Sarah Ann Tiffey his wife comes and enters his annual appearance in the above cause for himself and Sarah Ann Tiffey

June Term 1863.

On the Back of the foregoing Exhibit A are the following endorsements to wit.

The Clerk of Holmes Com Pleas will please issue a Subpoena for the above defts as of this County, also one to Sheriff of Wayne Co for Abner Tiffey and Sarah Ann his wife, returnable forthwith. James Clokey and Cyrus Hustad residing in Pa. are to be made parties by publication

Hemphill & Turner Solrs for Complt.

Exhibit B

The State of Holmes Ss. The separate answer of Martha Nelson widow and administratrix of James Nelson deceased one of the defendants to the Bill of Joseph McKeck Complainant. The said Martha Nelson now comes and for answer to the said Bill of the said Joseph McKeck says that she admits that she affixed her name to the instrument mentioned in said Bill a copy of which is attached thereto and that at the time she did so she was the wife of the said James Nelson who executed said instrument on his part, and she further admits that the copy of the acknowledgement written in the said Exhibit to said Bill is a true copy of the acknowledgement written and endorsed upon said original instrument, and that said instrument was afterwards recorded in the office for the Record of deeds for said County of Holmes as set forth in said Bill. Respondent further states that the said James Clokey may or may not have paid the notes in the condition of said Mortgage mentioned but she knows nothing about it of her own knowledge, and as she is the administratrix of her said husband's estate she submits that Complainant be held to strict proof on this point and to the allegations of Complainant's Bill, so far as the same become material in the final disposition of this cause. Respondent further answering states that she has been informed and believes that in October A D 1838 in the Court of Common Pleas of Holmes County Ohio the said James Clokey recovered a judgment against respondents now deceased husband for the debt damages attorney fees and costs set forth in said Bill of complaint, that said judgment was recovered on a Bond executed by respondent's deceased husband to the said James Clokey of which a true copy is contained attached as Exhibit Marked A The original of which is now on the files of your Honors Court of Law among the papers in the said case and that said judgment was so recovered as aforesaid. And in regard to this judgment respondent respectfully submits to your Honors that said Bond was in fact executed by the said James Nelson deceased for and on account of the judgment by the said James Clokey of the Notes in the condition of said previous Mortgage mentioned, that the giving of the said Bond by the said James Nelson and the acceptance thereof by the said James Clokey extinguished the original debt for which the same was given and thereby operated to discharge said Mortgage lien. And your Respondent further submits in this point that inasmuch as the lands described in said instrument set up as a Mortgage by Complainant were the sole property of your respondent's husband and at the time of the signing by respondent of said instrument as will hereafter in this answer be more fully stated that the land given by the said Clokey to the said James Nelson for the judgment of said Bond