

Mercer Quarterly Court

Joe Sanders

Plff

-v- Amended Petition

Sylvester Lewis &c

Defts.

The Plaintiff, Joe Sanders amending his original petition herein comes and states that on Octo. 16, 1911, J. A. Kyler and this plaintiff executed and delivered to State Bank Trust Co of Harrodsburg, Ky, a regularly incorporated banking institution their promisory note for the sum of \$430.00 due in six months on which note Joe Sanders was surety and J. A. Kyler was principal no part of which debt ~~XXXXXXXXXX~~ was ever the debt of Joe Sanders but all thereof was the debt of said J. A. Kyler.

Plaintiff states that at the time of the execution and delivery of said note the said J. A. Kyler endorsed transferred and delivered to the said Bank as collateral security for the said \$430 note the note sued on herein and delivered the same to the Bank.

He states that on April 16, 1913, the \$430.00 note was renewed for six months to said Bank in the form of a note of \$332.18 a portion thereof having been theretofore paid, and said note sued on was retained and kept as collateral for said renewal note by agreement between the bank, Kyler and Sanders.

He states that on Octo. 16, 1913 said \$430 note was again renewed in the form of a note for \$277.35 due in six months to said Bank, same having been paid thereon, and the note sued on was still retained and held by the bank as collateral security therefor by agreement of Sanders, Kyler and the Bank.

He states that on April 16, 1914 said \$430.00 note was again renewed for six months as a note for \$270.20 due in six months to said Bank and the said note sued on was retained and kept as collateral security therefor under agreement between Sanders,