

He states that on Mercer Quarterly Court \$430.00 note was again renewed for six months as a note for \$277.35, due in six months to said Bank and the said note sued on was retained and kept as collateral security there.

Joe Sanders Plaintiff between said Joe Sanders and J. A. Kyler Plaintiff the Bank.

He states that on Oct. 16, 1913 said \$430.00 note was again renewed

-v- Amended Petition for \$277.35 due six months, and by agreement between Joe Sanders J. A. Kyler and the Bank said note sued on was retained

W. L. Darland & Co. collateral security therefor Defendants.

He states that the \$277.35 note last referred to was the balance of the original The Plaintiff Joe Sanders amending his original petition the

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herein comes and states that on Oct. 12, 1911, J. A. Kyler and this Plaintiff executed and delivered to State Bank & Trust Co a regularly incorporated and acting banking corporation of Kentucky, 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 was the debt of Joe J. A. Kyler of Sanders Sanders and not the debt, but Sanders was surety thereon. It and said

Plaintiff states that at the time of the execution and delivery of this said note the said J. A. Kyler endorsed transferred and delivered to the said Bank as collateral security for the said \$430.00 note the note sued on herein and delivered the same to the Bank. It there-

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 with the Bank, Kyler and Plff

He states that on Oct. 16, 1913 the said \$332.18 \$430.00 note was again renewed for six months as a note of \$277.35 due in six months to said Bank, some having been paid thereon, and the note sued on was still retained and kept under agreement between all the parties Kyler Plff and the Bank

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