

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 ~~axi~~ Joe Sanders and J. A. Kyler and the Bank.

He states that on Oct. 16, 1914 said \$430.00 note was again renewed to said Bank as a note for \$270.20 due six months, and by agreement between Joe Sanders J. A. Kyler and the Bank said note sued on was retained and kept as collateral security therefor.

He states that the \$270.20 note last referred to was the balance of the original debt of \$430.00, and was and is the same debt for which the note sued on was first pledged as collateral security; that the note sued on has at all times since Octo. ~~ix~~ 16, 1912 to and including June 20, 1915 been in the possession and ownership of the said Bank pledged as collateral to secure said indebtedness; that on all said renewals Joe Sanders was surety and owed no part of said debt; that as such surety said note in law was on said Oct. 16, 1912 pledged for his benefit and said pledge was and is a negotiation thereof for value to said Bank and to him as surety on said indebtedness.

He states that on June 20, 1915 he was compelled by said Bank to take up; and pay off to it the said note of \$270.20 with interest thereon, as surety for J. A. Kyler and at said time and place the Bank delivered and surrendered to him the note sued on which it held as above stated, and since said time he has held and kept the same and owned it as collateral surety for the above amount and interest; that no part of said amount or of the original amount paid the Bank by him has ever been paid.

Wherefore he prays as in his original petition and generally for costs and all proper relief.

C.E.Rankin Atty for the Plff.