harmless from all loss by reason of their suretyship aforesaid or of their suretyship in any other note or notes given in renewal of the same, or for any part thereof — the said James A. Eswarthy and Martha Eswarthy, by their deed of mortgage, bearing date as aforesaid, did convey the real estate mentioned aforesaid, to the said Joshua Dill and Hugh McAleer, with this condition annexed — "that if the said James A. Eswarthy and Martha Eswarthy their heirs, Executors or administrators do and shall well and truly pay or cause to be paid unto the said Fredericktown Savings Institution the said note for the sum of three hundred dollars or shall pay any note or notes given in renewal of the same, and shall pay all interest which shall accrue thereon when thereto required by said Savings Institution and shall also from time to time and all times hereafter save harmless the said Joshua Dill and Hugh McAleer and every of their Executors and administrators of and from all loss, costs, charges or damages which they or any of them shall or may at any time or times hereafter pay, sustain or be put unto by reason or by means of said suretyship then and from thenceforth these presents and every matter and thing herein contained shall cease and be utterly null and void"
All of which will appear by reference to said deed of mortgage herewith Exhibited marked Exhibit No 2.
Your Complainants further charge that the said James A Eswarthy being indebted to the said Fredericktown Savings Institution by his promissory note dated the third day of March in the year Eighteen hundred and Sixty for the sum of three hundred dollars, and on which your complainants the said Joshua Dill and Hugh McAleer were sureties and which note is a renewal of the aforementioned note payment was demanded, and the said James A. Eswarthy having failed to comply, Your complainants were compelled to pay said note All of which will appear by reference to said note herewith Exhibited marked Exhibit No 3,
And your complainants further charge that the said Martha Eswarthy being indebted to Hugh McAleer one of your complainants by her promissory note dated June the 12th in the year eighteen hundred and fifty four, in the sum of fifty six dollars and seventeen cents, and to secure the payment of said note, the said Martha Eswarthy did by her deed of mortgage dated the sixth day of September in the year Eighteen hundred and fifty five, convey all her interest in the real estate mentioned aforesaid, with this proviso annexed "that if the said Martha Eswarthy her Executors or administrators do and shall well and truly pay or cause to be paid unto the said Hugh McAleer his Executors administrators or assigns the said full sum of fifty six dollars and seventeen cents with the interest which shall have accrued, then these presents shall be null and void," all of which will appear more fully by reference to the said note and mortgage herewith Exhibited marked Exhibit Nos 4 & 5,
Your complainants also charge that the said Martha Eswarthy being indebted to a certain William A. Laley of Frederick County in the State of Maryland, in the sum of twenty six dollars and fifty one cents, and also indebted to a certain Jerningham Boone, of said County and State by her promissory note dated June 12th Eighteen hundred and fifty Eight for the sum of thirty seven dollars and seventy nine cents and upon said note the said William A. Laley is surety, and for the purpose of saving harmless the said William A. Laley from all loss, both in consideration of said debt of twenty six dollars and fifty one cents to said Laley and of his suretyship on the note aforesaid did by her deed of mortgage convey to the said Laley, all her right, title and interest in the real Estate mentioned aforesaid to the said