of said County and State aforesaid of the other part, Witnesseth, that Whereas the said Joshua Dill and Hugh McAleer, have, at the special instance and request, and for the only proper debt of them, the said James A. Esworthy and Martha Esworthy become bound as sureties to the Fredericktown Savings Institution in a certain promissory note, written on paper duly stamped according to law - and payable Six months after the date thereof, to Lewis Rambling Secretary or order for the sum of three hundred dollars current money, and for the purpose of fully Securing and Saving harmless and indemnified the said Joshua Dill and Hugh McAleer of, and from all loss on account of their suretyship aforesaid, and also to secure them from all loss by reason of their suretyship in any other note or notes given in renewal of the same, or for any part thereof, the said James A. Esworthy and Martha Esworthy are willing to execute these presents,

Now this Indenture witnesseth, that the said James A. Esworthy and Martha Esworthy for and in consideration of the above recited premises, and also for the further consideration of the sum of five dollars current money, to them in hand paid by the said Joshua Dill and Hugh McAleer at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged by the said James A. Esworthy and Martha Esworthy have granted, bargained and sold, aliened, released, conveyed and confirmed and by these presents do grant, bargain and sell, alien, release, convey and confirm unto the said Joshua unto the said Joshua Dill and Hugh McAleer their heirs and assigns forever; all that parcel of land, being part of a tract of land called "Middle Plantation" containing thirty Eight acres of land, situate, lying and being in the County and State aforesaid, and being the same parcel of land which was conveyed to the said James A. Esworthy and Martha Esworthy, by Joshua Dill and Nathan Esworthy by their deed of conveyance bearing date on the 7th day of February in the year 1853, reference being had to said deed for the metes and bounds will more fully and at large appear. -

To have and to hold the said herein described premises, with the appurtenances thereunto belonging, unto them the said Joshua Dill and Hugh McAleer their heirs and assigns, and to and for their only proper use and behoof: Provided always and it is the true intent and meaning of these presents and of the parties hereunto, that if the said James A. Esworthy and Martha Esworthy 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 (provided said Savings Institution shall give its assent to such renewal) and shall pay all interest which shall accrue thereon, when thereto required by said Savings Institution, and shall also from time to time, and at 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, any thing herein contained shall cease and be utterly null and void, any thing herein contained to the contrary thereof, in any wise notwithstanding,

In testimony whereof the said James A. Esworthy and Martha Esworthy have hereunto set their hands and seals on the day and year