and owing to your said orator with interest thereon from the 1st day of January in the year 1860 as will fully appear by said promissory note a true copy whereof is hereunto filed as Exhibit No 3, that the two promissory notes each for the sum of twenty three hundred & forty four dollars and thirty four cents due and payable to the Central Bank of Frederick & hereunto secured were from time to time renewed until they were last renewed on the 1st day of July in the year 1860 for six months and that the whole of said principal sums of twenty three hundred and forty four dollars & thirty four cents will be due on each of said notes respectively on & with interest from the 1st day of January in the year 1861 as will appear by said notes true copies whereof are hereunto filed as Exhibits No 4 & 5 respectively your orator further state to your Honor that the said John Nead & John McPherson of Wm being indebted to your orator William Kolb in the sum of twenty three hundred & forty two dollars & eighty three cents by their joint & several promissory note bearing date the 1st day of January in the year 1858 & payable to said William Kolb two years after date with interest from date unto your orators Adam B. Warner & Robert Dade in the sum of fifteen hundred & thirteen dollars & fifty by their joint & several promissory note bearing date on said first day of January in the year 1858 payable two years after date with interest from date & unto a certain Smith & Smith in the sum of two hundred & ninety nine dollars & thirty three cents by their joint and several promissory note dated said 1st day of January in the year 1858 & payable two years after date with interest from date in all of which said last mentioned notes they said Charles L Jenkins is security for said John Nead & John McPherson of Wm they the said John Nead & Mary his wife John McPherson of Wm & Elizabeth his wife in order to secure indemnify & save harmless the said Charles L. Jenkins from all loss by reason of his suretyship on said notes and on any note or notes that may from time to time be given by way of renewal thereof did by their deed of Mortgage bearing date on the fifth day of April in the year 1858 convey to said Charles L Jenkins the real and personal estate hereinbefore specified to which deed of Mortgage there was annexed a proviso that if the said John Nead & John McPherson of Wm or either of them should well and truly pay the last hereinbefore recited promissory notes with the interest due to become due thereon & should in all respects indemnify the said Charles L. Jenkins against all loss by reason of his said suretyship then the said Mortgage should be void as more fully appears by reference to said deed of Mortgage a true & certified copy whereof is hereunto filed as Exhibit No 6 your orator further states that the said sum of twenty three hundred & forty two dollars & eighty three cents specified in the hereinbefore recited promissory note with interest thereon from the 1st day of January in the year 1860 is still due & owing to your orator the interest thereon having been