

Mercer Quarterly Court-

R.L.Black-

Plff-

Vs- Petition-

Owne Trimble-

Dft-

The plaintiff, R.L.Black, states that on the 3rd day of October 1922, the defendant, Owen Trimble, executed and delivered to the State Bank & Tryst Company, his certain promissory note for the sum of \$61.22 with interest thereon from date and signed by this plaintiff as surety; that upon the maturity of said note the said Owen Trimble failed and refused to pay said note and that this plaintiff paid to said bank this note and interest thereon and that he is now the holder and owner of said note no part of which has ever been paid by the said Trimble. He says that this is an action for money due upon a contract; that it is just, due and unpaid and that the defendant has no property in this State subject to execution or not enough thereof to satisfy plaintiff's claim and that the collection thereof will be endangered by delay in obtaining a judgment and a return of no property found to satisfy same.

Wherefore he prays judgment against defendant in the sum of \$61.22 with interest from date of said note and all the costs of this action and for all relief to which he is entitled and for a general order of attachment against the property of the defendant. He prays for all relief to which he is entitled.

R.L. Black

Subscribed and sworn to before me by R.L.Black, September 20, 1924.

Bud Collins

Judge Mercer County Court