

John S. Mitchell
Judge of Mercer County Court

Subscribed and sworn to before me by Lizzie D. Mitchell, this 18th day of January, 1918.

Lizzie D. Mitchell

The affiant, Lizzie D. Mitchell, states that she is the administratrix of the estate of J. P. Mitchell, deceased, and that she was duly appointed and qualified as such administratrix in the Mercer County Court, and has executed bond and taken the oath of office. She states that on September 2, 1912, the defendant, Mernel Vanarsdall, executed and delivered to her deceased son, J. P. Mitchell, his certain promissory note, whereby he agreed and promised to pay said Mitchell, one day after the date thereof, the sum of \$54.83, with interest from maturity until paid, at the rate of six per cent. per annum. That said Mernel Vanarsdall, on March 10, 1913, paid on said note the sum of \$10.00, and has paid no other or further sum thereon, and that the remainder of said note, with interest as aforesaid, is now past due and wholly unpaid. She states that said claim is just, and that she ought to recover thereon the sum of \$54.83 with interest from the 3rd day of September, 1912, at the rate of six per cent per annum, subject to the credit of \$10.00 paid March 10, 1913. So further states that said defendant, Vanarsdall, has no property in this State subject to execution, or not enough thereof to satisfy the plaintiff's demand, and that a collection of said demand will be endangered by delay in obtaining judgment or a return of no property found.

Mernel Vanarsdall and
Thompson & Wieman,

Plaintiff
AFFIDAVIT
Defendants

Lizzie D. Mitchell, as
Administratrix of J. P. Mitchell, dec'd.,
MERCER QUARTERLY COURT

close any sum owing by them to the said defendant, Mernel Vanarsdall, that they be restrained from making paying to the defendant, Vanarsdall, any sum or amount of money, or other thing except in order of this court, and that any such payment of plaintiff's demand shall exceed the amount of the order of this court, and that any such