

Mercer Quarterly Court

Jordon Goode,

Plaintiff

VS Petition

Carl Comingo ,

Defendant

Plaintiff, Jordon Goode, states that the defendant, Carl Comingo, by his promissory note, dated October 6th., 1925 which he executed and delivered to this plaintiff and which is filed herewith as part hereof, promised and agreed to pay to plaintiff the sum of \$245.35 with interest thereon from date until paid. Plaintiff says that all of said note has been paid with the exception of \$35.10 and that said amount has been due and is unpaid.

Plaintiff, says that this is an action upon a contract being a contract to pay money on a note ; that said amount is just and unpaid; that defendant has no property in this state subject to execution or not enough thereof to satisfy and pay said indebtedness and the collection of the demand will be endangered by delay in obtaining judgment and return of no property found.

Wherefore plaintiff prays for judgment against defendant in the sum of \$35.10 with interest thereon from June 1st., 1926; for costs of this action and for a general order of attachment of defendant's property and plaintiff prays for all other relief to which he may appear to be entitled.

Emory W. Dwyer
Attorney for Plaintiff