

I.C.BROWN

PLAINTIFF

VS.

MERCER LOOSELEAF WAREHOUSE
A PARTNERSHIP COMPOSED OF
N.B.SMITH & S.B.FENNER & JOHN HELLARD

DEFENDANTS

Plaintiff, I.C.Brown states that defendant John Hellard under date of July 26, 1926 was indebted to this plaintiff in the sum of \$125.00 and that in order to secure payment of said account the said defendant executed to this plaintiff a mortgage upon all his rights, title and interest in and to a crop of tobacco then grown and raised by said defendant on the farm of Phil Lyons in Mercer County, Kentucky; that the interest which the said John Hellard had in said tobacco and which he mortgaged to this plaintiff was a one-half undivided interest in four acres of tobacco.

Plaintiff said that said mortgage was duly recorded by this plaintiff in Mortgage Book 88 page 92 records of Mercer County Clerk's Office and that same was duly recorded by the Clerk of Mercer County Court.

He says that on the ___ day of Jan. 1927 defendant John Hellard delivered the tobacco which he had raised in 1926 on the farm of one, Phil Lyons and which he had mortgaged to this plaintiff, to the Mercer Looseleaf Warehouse Company, a partnership composed of N.B.Smith and S.B.Fenner; that the said tobacco was either purchased by the said N.B.Smith or was sold over the floor of the Looseleaf Warehouse with the knowledge and consent of the said N.B.Smith, one of the partners of the said partnership then in charge of the Mercer Looseleaf Warehouse in Harrodsburg, Kentucky